



Board of County Commissioners Pre-Commission Meeting

April 15, 2025 | 4:30 PM

City Hall
700 Poplar Street
Macon, GA 31201

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

1. Call to Order

Mayor Lester M. Miller

2. Presentations

3. Approval of Minutes

- a. Approval of minutes from the April 1, 2025 meeting (Sponsored by: Lester M. Miller, Mayor)

4. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Appointing Kelly Potts And Reappointing Liana Rogers And Todd Dixon As Members On The Region 5 Emergency Medical Services Council (Sponsored by: Lester M. Miller, Mayor)

5. New Alcohol Beverage Licenses

- a. Bombay Curry d.b.a. Dream SAJ Corporation located at 3292 Bloomfield Village Drive, Macon, GA 31206

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

- b. Macon Mercer 3737 LLC located at 3737 Mercer University Drive, Macon, GA 31204

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

- c. Dueling Piano Bar located at 570 Mulberry Street, Macon, GA

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

- d. Sunny Bait Live located at 6024 Moseley Dixon Road, Macon, GA 31220

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

- e. Final Denial of New Alcohol Beverage License for New Start Food Mart LLC dba Kitchen Pride

Legal recommends Denial

(Sponsored by: Lester M. Miller, Mayor)

6. Community Development Block Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With First Choice Primary Care, Inc. Granting Community Development Block Grant - Coronavirus (CDBG-Cv) Funding, In The Amount Of \$100,000.00, To Provide Diagnosis And Treatment For Chronic And Acute Conditions (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Crisis Line & Safe House Of Central Georgia, Inc. Granting A Community Development Block Grant - Coronavirus (CDBG-Cv) Funding In The Amount Of \$38,500.00 To Provide Shelter Services To Individuals And Families Involved In Domestic Violence Situations Within A 12-Month Period (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With United Way Of Central Georgia, Inc. Granting Community Development Block Grant - Coronavirus (CDBG-Cv) Funding, In The Amount Of \$72,290.00, To Provide Meals, Paper Goods, And Disposable Cleaning Supplies For Residents Of Brookdale Resource Center (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Big Brothers Big Sisters Of The Heart Of Ga, Inc. Granting Community Development Block Grant - Coronavirus (CDBG-Cv) Funding, In The Amount Of \$16,494.00, To Provide Mentoring Services To At-Risk Youth (Sponsored by: Lester M. Miller, Mayor)
- e. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Family Advancement Ministries, Inc. Granting Community Development Block Grant - Coronavirus (CDBG-Cv) Funding, In The Amount Of \$15,790.95, To Provide Eligible Families With Daycare Assistance; (Sponsored by: Lester M. Miller, Mayor)
- f. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To The Independent Contractor Agreement With River Edge Foundation, Inc., In The Amount Of \$180,000.00, To Be Paid From

Federal Home Program & Community Block Development Grant Funds;
(Sponsored by: Lester M. Miller, Mayor)

7. Agreements and Contracts

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Or Issue A Purchase Order To LFG Specialties, LLC – An Aptim Company - For The Purchase Of A Landfill Flare System, In The Amount Of \$285,220.00, To Be Paid From The SPLOST 2018 Fund – Closure And Post-Closure Care –Closure – Machinery & Equipment Line Item; (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into An Intergovernmental Contract With The Macon-Bibb County Urban Development Authority To Provide For The Issuance Of Bonds, The Acquisition Of A Parking Garage, And The Making Of Certain Payments Concerning The Bonds, And To Enter Into A Pilot Agreement With The Macon-Bibb County Urban Development Authority, Gateway/75, LLC, The Bibb County School District, The Macon-Bibb County Board Of Tax Assessors, And The Macon-Bibb County Tax Commissioner To Provide For Certain Payments In Lieu Of Taxes On Certain Parcels, All In Furtherance Of The DT Walton Development Project Containing A Parking Garage, Mixed Used Retail, And Multifamily Elements; (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Master Services Agreement With Rumcreek Enterprises, LLC For The Provision Of Construction Manager Services For Certain Airport Construction Projects; (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Blue Cedar Counseling, LLC In The Amount Of \$1,000 Per Week For The Provision Of Clinical Treatment Assessor Services For The State Court Of Bibb County Probation Office, To Be Paid From The General Fund - State Court Probation – Professional Services Other Line Item (Sponsored by:)

8. Special Purpose Local Option Sales Tax

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Poolside Inc. For The Resurfacing Of The Delores A Brooks Recreation Center Pool, In The Amount Of \$123,336.00, To Be Paid From The SPLOST 2018 Fund – Recreation – East Macon Rec – Property Line Item; (Sponsored by: Lester M. Miller, Mayor)

9. Executive Session

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

the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. §50-14-3(b)(2);

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
April 1, 2025 – 5:00 PM
City Hall
(Commission Chamber)**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on April 1, 2025 at 5:00 PM in the Commission Chamber at City Hall.

COMMISSION MEMBERS PRESENT

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 Donnice Bryant
Commissioner Brendalyn Bailey

GUESTS PRESENT:

Sheriff David Davis
Mytrice Johnson, President, Board of Ed.
Darryl Morton, Vice President, Board of Ed
Henry Ficklin, Member, Board of Ed
James Freeman, Member, Board of Ed

STAFF PRESENT

Duke Groover, Interim County Attorney
Keith Moffett, County Manager
Julie Moore, Assistant County Manager
Alex Morrison, Dir. Planning & Public Spaces
Janice Ross, Clerk of Commission
Michael McNeill, Chief Asst. Co. Attorney
Sara Davis, Sr. Asst. Co. Attorney
Andreanna Beavers, Asst. Co. Attorney
Anna Kersey-Weckstein, Asst. Co. Attorney
Chris Floore, Chief Communication Officer
Olivia Water, Communication Specialist
Edna Adams, Communication Specialist

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

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

On motion of Commissioner Bronson, seconded by Commissioner Wynn and carried unanimously, the minutes from the March 18, 2025 Pre-Commission meeting were approved.

3. New Alcohol Beverage Licenses

- a. Triangle Food & Gas located at 2112 Millerfield Road, Macon, GA

Legal Recommends Approval (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bailey, seconded by Commissioner Wynn and Passed by a vote of 7 to 2 with Mayor Pro Tem Clark, Commissioner Wynn, Commissioner Hulett, Commissioner Wilder, Commissioner Howell, Commissioner Bryant, Commissioner Bailey casting the affirmative votes and Commissioner Bronson, Commissioner Stewart casting the dissenting vote, the new alcohol beverage license for Triangle Food & Gas located at 2112 Millerfield Road, Macon, GA was approved.

Legal Recommends Approval.

4. Public Safety

- a. An Ordinance Of The Macon-Bibb County Commission Authorizing The Appropriation Of \$2,000,000.00 From Sponsored Programs Line Item 250.0368 – Public Safety (School Public Safety Cameras) To Recruit And Retain Public Safety Employees; (Sponsored by: Lester M. Miller, Mayor, Bill Howell, Commissioner, Joey Hulett, Commissioner)

On motion of Mayor Miller, seconded by Commissioner Wilder and carried unanimously, the Ordinance Of The Macon-Bibb County Commission Authorizing The Appropriation Of \$2,000,000.00 From Sponsored Programs Line Item 250.0368 – Public Safety (School Public Safety Cameras) To Recruit And Retain Public Safety Employees was approved.

- b. An Ordinance Of The Macon-Bibb County Commission Authorizing The Appropriation Of \$1,000,000.00 From Sponsored Programs Line Item 250.0368 – Public Safety (School Public Safety Cameras) To The Bibb County School District To Be Used To Recruit School Resource Officers And To Improve Existing And Install New Crosswalks In School Zones; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)

On motion of Commissioner Wilder, seconded by Commissioner Stewart and carried unanimously, the Ordinance Of The Macon-Bibb County Commission Authorizing The Appropriation Of \$1,000,000.00 From Sponsored Programs Line Item 250.0368 – Public Safety (School Public Safety Cameras) To The Bibb County School District To Be Used To Recruit School Resource Officers And To Improve Existing And Install New Crosswalks In School Zones was approved.

5. SPLOST PROJECTS

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

Mayor)

On motion of Commissioner Bailey, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Expressing The Intent Of Macon-Bibb County To Be Reimbursed For Certain Expenses Relating To Certain Capital Improvements was approved.

- b. 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, Joey Hulett, Commissioner)

On motion of Commissioner Hulett, seconded by Mayor Miller and carried unanimously, the 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 was approved.

- c. Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Addendum To The Construction Manager At-Risk Agreement With Chris R. Sheridan & Co., Dba Sheridan Construction To Add Elevator And Door Installation To The Scope Of Work In The Amount Of \$704,485.00, To Be Paid From 2018 SPLOST - Cultural And Recreation – Auditorium And The Coliseum & Auditorium Fund (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Howell, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Addendum To The Construction Manager At-Risk Agreement With Chris R. Sheridan & Co., Dba Sheridan Construction To Add Elevator And Door Installation To The Scope Of Work In The Amount Of \$704,485.00, To Be Paid From 2018 SPLOST - Cultural And Recreation – Auditorium And The Coliseum & Auditorium Fund was approved.

- d. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$130,000.00 From 2018 SPLOST Proceeds To Be Allocated To Authorized Projects As Specified Herein; (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Hulett and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$130,000.00 From 2018 SPLOST Proceeds To Be Allocated To Authorized Projects

As Specified Herein was approved.

6. Contracts and Purchase Orders for Approval

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Stafford Builders & Consultants, Inc., For The Construction Of Improvements To Linear Park, In The Amount Of \$1,027,549.00, To Be Paid From The Grant Fund – Linear Park-ARPA – Contract Labor – Contractual Services Line Item (State ARPA Funds); And For Other Lawful Purposes.
(Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Stewart, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Stafford Builders & Consultants, Inc., For The Construction Of Improvements To Linear Park, In The Amount Of \$1,027,549.00, To Be Paid From The Grant Fund – Linear Park-ARPA – Contract Labor – Contractual Services Line Item (State ARPA Funds); And For Other Lawful Purposes was approved.

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Tri Scapes, LLC For Grounds Maintenance At Rose Hill Cemetery, In An Annual Amount Of \$209,448.24, To Be Paid From The General Fund – Parks And Beautification – Contract Labor – Contractual Services Line Item (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Bryant and carried unanimously, the A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Tri Scapes, LLC For Grounds Maintenance At Rose Hill Cemetery, In An Annual Amount Of \$209,448.24, To Be Paid From The General Fund – Parks And Beautification – Contract Labor – Contractual Services Line Item was approved.

- c. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Stembridge Custom Metals, Inc., For Task-Order Guard Rail Repair, In An Amount Not To Exceed The Amount Of Available Funds Budgeted For These Services, 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 Bronson, seconded by Commissioner Wilder and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An

Independent Contractor Agreement With Stembridge Custom Metals, Inc., For Task-Order Guard Rail Repair, In An Amount Not To Exceed The Amount Of Available Funds Budgeted For These Services, To Be Paid From The Engineering Department Budget, Contract Labor – Contractual Services Line Item was approved.

7. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council FY2024 Violence Against Women Act (VAWA) Grant Award, In The Amount Of \$75,874.00, With A \$25,271.00 Local Match, To Be Met Through The Provision Of In-Kind Services, To Be Used By The To The Office Of The Macon-Bibb Solicitor-General; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)

On motion of Mayor Miller, seconded by Commissioner Hulett and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council FY2024 Violence Against Women Act (VAWA) Grant Award, In The Amount Of \$75,874.00, With A \$25,271.00 Local Match, To Be Met Through The Provision Of In-Kind Services, To Be Used By The To The Office Of The Macon-Bibb Solicitor-General was approved.

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Fy2024 Violence Against Women Act (VAWA) Grant Award, In The Amount Of \$84,563.00, With A \$28,188.00 Local Match, To Be Met Through The Provision Of In-Kind Services, To Be Used By The To The Macon Judicial Circuit District Attorney's Office (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)

On motion of Commissioner Wynn, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Fy2024 Violence Against Women Act (VAWA) Grant Award, In The Amount Of \$84,563.00, With A \$28,188.00 Local Match, To Be Met Through The Provision Of In-Kind Services, To Be Used By The To The Macon Judicial Circuit District Attorney's Office was approved.

- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Macon-Bibb Law Enforcement Foundation Grant, In The Amount Of \$48,537.00, With No Local Match Required, Awarded To The Bibb County Sheriff's Office For The Purchase Of A Vehicle For Youth Intervention Programs; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bryant, seconded by Commissioner Stewart and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Macon-Bibb Law Enforcement Foundation Grant, In The Amount Of \$48,537.00, With No Local Match Required, Awarded To The Bibb County Sheriff's Office For The Purchase Of A Vehicle For Youth Intervention Programs 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);

Mayor Miller stated there was no need for an Executive Session.

Respectfully Submitted:

Janice S. Ross
Clerk of the Commission



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING KELLY POTTS AND REAPPOINTING LIANA ROGERS AND TODD DIXON AS MEMBERS ON THE REGION 5 EMERGENCY MEDICAL SERVICES COUNCIL; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Section 3(a) and (b) of the Region 5 Emergency Medical Services Council (“Council”) bylaws indicate the County Commission Chairman of each county or his appointed representative, and an additional three representatives from Bibb County shall be appointed to the Council for a three (3) year terms; and

WHEREAS, members of the Council should possess interest and/or expertise in the areas of Emergency Medical Services, health care, or public safety; and

WHEREAS, Kelly Potts has been recommended to serve as a member of Council to fulfill the unexpired term of Joe Robinson, whose term is set to expire June 30, 2025, and then to continue to serve a full term, beginning July 1, 2025, through June 30, 2028; and

WHEREAS, Kelly Potts served over 30 years as a firefighter and paramedic and is the Senior Director of EMS Operations for Community Ambulance; and

WHEREAS, Kelly Potts has expressed her interest in serving and meets all necessary requirements to serve as a member of the Council; and

WHEREAS, the Council has recommended the reappointment of Liana Rogers and Todd Dixon for continued membership on the Council; and

WHEREAS, Liana Rogers’s term expired June 30, 2024, and she has continued to serve and be involved with the Council; and

WHEREAS, Todd Dixon’s term is set to expire June 30, 2025; and

WHEREAS, Liana Rogers and Todd Dixon have indicated their willingness to serve an additional three-year term on the Council, have been involved in the Council since their last appointment, and have met the attendance requirements to continue serving; 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 Kelly Potts, Liana Rogers, and Todd Dixon are hereby appointed to serve on the Region 5 Emergency Medical Services Council, with Kelly Potts term beginning on the effective date of this Resolution, expiring on June 30, 2025, and renewing for the term from July 1, 2025 through June 30, 2028; Liana Rogers and Todd Dixon will each serve a three-year term, with Liana Rogers serving from July 1, 2024 through June 30, 2027, and Todd Dixon serving from July 1, 2025 through June 30, 2028, all as detailed in Exhibit A, attached hereto and incorporated herein by reference.

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

BE IT FURTHER RESOLVED 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 Appointing Kelly Potts and Reappointing Todd Dixon and Liana Rogers to
Region 5 EMS Council - 4-9-2025.docx*

EXHIBIT A

Region 05

Emergency Medical Services Advisory Council

BYLAWS

Last Updated: 07/14/2021

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ARTICLE I – NAME

SECTION 1 – NAME

The name of the council governed by these Bylaws shall be the Region 05 Emergency Medical Services Advisory Council (hereinafter referred to as the Council).

ARTICLE II – AUTHORITY, PURPOSE, DUTIES, OBJECTIVES AND LIMITATIONS

SECTION 1 – AUTHORITY

The Council shall function under the authority of the Georgia Department of Public Health Rules and Regulations Chapter 511-9-2-.04 and the Official Code of Georgia Annotated Section 31-11-3. Pursuant to DPH Rule 511-9-2-.04 (1), the Department of Public Health (hereinafter referred to as the Department) has designated the Council as the local coordinating entity for EMS Region (05).

SECTION 2 – PURPOSE

The purpose of the Council is to:

- Serve as a liaison between the Department and the regional EMS system;
- Serve as the local coordinating entity for Emergency Response Zones in Region 05; and
- Coordinate, facilitate the improvement of, and maintain a quality EMS system in the following twenty-three (23) counties comprising EMS Region 05 (hereinafter referred to as the Region).

1. Baldwin	13. Montgomery
2. Bibb	14. Peach
3. Bleckley	15. Pulaski
4. Crawford	16. Putnam
5. Dodge	17. Telfair
6. Hancock	18. Treutlen
7. Houston	19. Twiggs
8. Jasper	20. Washington
9. Johnson	21. Wheeler
10. Jones	22. Wilcox
11. Laurens	23. Wilkinson
12. Monroe	

SECTION 3 – OBJECTIVES

The objectives of the Council include, but are not limited to:

- Promote public education and knowledge of Emergency Medical Services;
- Promote training programs at the local and regional levels to personnel involved with the delivery of EMS;
- Establish a forum where the concerns of public and private organizations related to the Regional EMS system can be voiced; and
- Recommend to Board of Public Health or its designee the designation of one or more 911 Zone Provider(s) for each Emergency Response Zone within the EMS Region, subject to approval or

modification by the Board or its designee in accordance with the procedures set forth in O.C.G.A. §§ 31-11-3 and 31-11-4 and under the circumstances outlined in DPH Rule 511-9-2-.04, based primarily on the considerations of economy, efficiency, and the benefit to public welfare.

SECTION 4 – LIMITATIONS

The Council shall not:

- Hold itself out as representing the Department;
- Make legislative recommendations, proposals, or comments unless specifically requested in writing by the Department;
- Speak with or provide written statements to any representative of the media (print, social, television, radio, etc) regarding the Department, the Council or business currently before the Council, without express written approval from the Department;
- Collect money or hold a banking account;
- Enter into a contract with any person or entity;
- Make a recommendation to the DPH Commissioner regarding the designation of one or more 911 Zone Provider(s) for any Emergency Response Zone located within the Region without following the procedures set forth by the Department.

ARTICLE III – POLICIES

SECTION 1 – INTERNAL OPERATING POLICIES

The policies of the Council shall be internally and independently determined according to those methods set forth in the most current edition of Robert’s Rules of Order unless otherwise stated in these Bylaws or any special rules of order adopted by the Council.

SECTION 2 – GEORGIA OPEN MEETINGS ACT AND OPEN RECORDS ACT

All meetings and business shall be conducted in accordance with the Georgia Open Records and Open Meetings Acts.

All Council Members’ written and electronic communication related to the Council or business before the Council shall be deemed as records for the purposes of the Georgia Open Records Act, and any Member must comply with any request from the Department for written or electronic communication related to the Council.

SECTION 3 – INDIVIDUAL ACTION OF MEMBERS

The Council shall not be bound by, or assume responsibility for the independent, unauthorized action on behalf of the Council, by any Member or Members.

Members of the Council shall not:

- Hold themselves out as representing the Department;
- Hold themselves out as representing the Council unless specifically allowed in these Bylaws;
- Speak with or provide written statements to any representative of the media (print, social, television, radio, etc.) as a Member of the Council, on any topic related to the Department, the Council or business currently before the Council, without express written approval from the Department;
- Perform any unauthorized action or make any unauthorized statement on behalf of the Council or the Department;

- Make legislative recommendations, proposals, or comments on behalf of or as a representative of the Council or the Department;
- Accept any gift, entertainment, service, loan, or promise of future benefits from any person who either personally or whose family members, associates, or employees might benefit or appear to benefit from the Member's position on the Council. For the purpose of these Bylaws, "gift" means any item, product, or service, regardless of the nature, purpose, or value;
- Violate the Georgia Open Meetings Act or Georgia Open Records Act;
- Fail to produce records responsive to a request made pursuant to the Georgia Open Records Act;
- Fail to complete any Department-required annual or just-in-time training related to the Council; or
- Fail to disclose any potential conflict between their own respective business, financial or personal interests, and the interests of the Council or the Department.

Should any Member violate any of the above, the Council may recommend to the Department that membership of said Member(s) be terminated. If the Department finds that a Member violated any of the above, the Department shall have the authority to remove the Member from the Council and request a new appointment from the respective County or from the DPH Commissioner.

SECTION 4 – CONFLICT OF INTEREST

For the purposes of these Bylaws, "Conflict of interest" means a Member has multiple interests and uses his or her official position as a Council Member to exploit, in some way, his or her position for his or her own direct, unique, pecuniary, and personal or professional benefit. Council Members must adhere to the general principle that a Member shall not place himself or herself in a position where his or her private and personal interest (as distinguished from a general citizenship interest) might prevent or appear to prevent them from exercising their official judgment, discretion, powers or duties as a Council Member in an unbiased manner.

See O.C.G.A. § 45-10-90 and Position Paper of the Georgia Attorney General, "Conflicts of Interest of Public Officers, Employees and Agents", 1976.

Further, it shall be the policy of the Council that all Officers, Members, and Committee Members shall scrupulously avoid any conflict between their own respective business, financial or personal interests, including their interests as an associate, affiliate, board member, contractor, employee, owner, partner, or principal of an EMS Agency, hospital, or other institution or organization, and the interests of the Council or the Department in any and all actions taken by them on behalf of the Council in their respective capacities.

All Members shall complete a Conflict of Interest disclosure at time of appointment, annually from there on, and at any point where the Member experiences a change in possible conflicts of interest. The disclosure must be completed in the manner required by the Department. Members who fail to complete the Conflict of Interest Annual Disclosure and Attestation will not be permitted to vote on any matter before the Council.

Prior to any discussion/deliberation that may precede a vote for anything other than approval of minutes, agenda, scheduling of meetings, or adjournment, the Presiding Officer of the meeting shall call upon each Member present to disclose if any potential or actual conflicts of interest are present for the Member related to the current matter before the Council.

All Members shall verbally disclose, prior to making a motion or prior to any discussion/deliberation that may precede a vote, any potential or actual conflict between their own respective business, financial or personal interests, and the interests of the Council or the Department.

If any Member fails to disclose a potential or actual conflict of interest related to the matter before the Council, the Parliamentarian or Department of Public Health staff present at the meeting may also disclose to the Council any potential or actual conflict of interest that is known to the Parliamentarian or Department of Public Health staff or has been disclosed previously by the Member.

When (a) Member(s) disclose(s) a potential conflict of interest (or has a potential conflict of interest disclosed about them) prior to a motion or prior to any discussion/deliberation that may precede a vote, the Presiding Officer and other Members who do not have a potential or actual conflict of interest related to the current matter in which the conflict may exist may question the Member(s) who disclose(s)(d) a potential conflict of interest as to their potential conflict. Following the questions and responses, the Presiding Officer shall call for a separate vote of the Members who have no potential or actual conflict of interest related to the matter in which the conflict may exist as to whether or not there exists an actual conflict of interest for each of the Members who disclosed a potential conflict (or had a potential conflict of interest disclosed about them).

Members who disclose an actual conflict of interest prior to a motion or prior to any discussion/deliberation that may precede a vote or after a subsequent finding of an actual conflict of interest by the Council shall recuse themselves from the motion and/or the vote related to the matter in which the conflict exists. Members who disclose an actual conflict of interest prior to a motion or prior to any discussion/deliberation that may precede a vote or after a subsequent finding of an actual conflict of interest by the Council and who refuse to recuse themselves from the vote related to the matter in which the conflict exists, shall have their vote recorded in the minutes, but the Member's vote shall not be counted in the determination of the outcome of the motion before the Council.

The Secretary of the Council shall keep a record of all disclosures of potential or actual conflicts of interest, as well as any discussion or vote on whether an actual conflict of interest is determined to be present for any Member, and any actions taken by the Council after a determination that an actual conflict exists.

SECTION 5 – TRAINING REQUIREMENTS

The Department may require annual or just-in-time training of any Member, Officer, or Committee member. New Members of the Council may be required by the Department to complete training prior to the Member being permitted to vote on any matter that comes before the Council. Topics may include, but are not limited to, the following:

- Rules and Regulations of the Department;
- Bylaws of the Council;
- Georgia Open Meetings Act and Open Records Act;
- Roberts Rules of Order;
- Managing Conflict of Interest; and
- Ambulance Zoning.

ARTICLE IV – MEMBERSHIP

SECTION 1 – COMPOSITION

The Council shall be composed of forty-five (45) members who are both knowledgeable and interested in the EMS system and represent the interests of a broad cross-section of the Region's EMS citizens.

Membership shall include representation from each of the following categories. A single member may represent more than one category:

- a. At least one member appointed by the county Board of Commissioners from each county within the Region;
- b. At least one representative from each system of care: Cardiac, Stroke, Trauma, Pediatrics, and Perinatal Care/Obstetrics;
- c. An EMS agency medical director from a designated 911 zone provider in a county served by the REMSAC;
- d. A representative of EMS initial education;
- e. A representative from a fire/rescue service;
- f. A representative from an emergency management agency;
- g. At least one representative from each of the following EMS agency license types, if present in the EMS Region: Air Ambulance, Ground Ambulance, Neonatal Ambulance, Medical First Responder;
- h. At least one representative from each of the following EMS agency ownership types, if present in the EMS Region: Government (City, County, or State), Private (Corporation, Limited Liability Company, Sole Proprietorship, or other entity), Hospital; and
- i. Consumers or experts in the field of EMS. This may include, but is not limited to:
 - i. A representative from law enforcement;
 - ii. A representative from Emergency Preparedness;
 - iii. A representative from a 911 dispatch center or Public Safety Answering Point (PSAP);
 - iv. A representative from any U.S. military base located within the Region;
 - v. A representative from an Emergency Department located within the Region;
 - vi. A representative from the Healthcare Coalition(s) located within the Region; and/or
 - vii. Citizens interested in the matters before the Council.

The Department shall maintain the official membership list for the Council.

SECTION 2 – MAXIMUM MEMBERSHIP FROM AN AGENCY, ENTITY, ORGANIZATION OR INSTITUTION

The Council shall have no more than 5 Members at any time who are an associate, affiliate, board member, contractor, employee, owner, partner, or principal of a specific EMS Agency, hospital, group, business (including parent and subsidiaries) or other institution or organization.

****Note for the Council when editing bylaws (Councils may not deviate from the guidelines in this table):**

Council Membership Count	No More than this ## from any one entity...
25-29	3-4 (specified by council)
30-34	4
35-39	4-5 (specified by council)
40-44	5
45-50	5

SECTION 3 – APPOINTMENTS

All appointments to the Council shall be made subject to membership requirements of these Bylaws and the Rules and Regulations of the Department. Members shall be appointed by either a county Board of Commissioners or the DPH Commissioner. Members unable to complete their term shall have a replacement appointed by the appropriate board or person to complete the term. Persons previously removed from the Council pursuant to these Bylaws by means other than resignation or conclusion of the appointed term shall not be eligible for appointment to the Council for a minimum of two years following their removal.

Each Member shall serve in a volunteer capacity, without remuneration by the Department, and shall not be entitled to reimbursement of any expenses, including travel expenses by the Department.

County Appointments

The Board of Commissioners from each County within the Region shall make at least one appointment to the Council in compliance with these Bylaws. A member appointed by a County Board of Commissioners serves at the pleasure of the County Government and may be removed from the Council by an act of the County Board of Commissioners at any time. At no point shall the appointments from the County Boards of Commissioners exceed 90% of the total membership of the Council.

If the County fails to appoint or reappoint a position by the end of the current Term, the current County appointee for that position will remain listed as the County appointee until such time as the County informs the Department of a replacement.

The Board of Commissioners may appoint (a) replacement Member(s) to fulfill the remaining term(s) of (a) current appointee(s), should the respective appointee(s) resign or be removed from the Council by the Board of Commissioners for any reason, or by the Department for violations of Article III, Section 3 of these Bylaws.

At-Large Appointments

The Commissioner of DPH or his/her designee shall appoint an additional number of at-large Members to ensure the Council will include at least one Member from each of the mandatory categories specified in Section 1 of this Article. A member appointed by the DPH Commissioner serves at the pleasure of the Department and may be removed from the Council by the DPH Commissioner at any time.

The DPH Commissioner or his/her designee may appoint (a) replacement Member(s) to fulfill the remaining term(s) of (a) current appointee(s), should the respective appointee(s) resign or be removed from the Council by the Department.

Recommendations for at-large appointments are not binding on the Commissioner of DPH, but may be sought from or offered by the following:

- Council Executive Committee or Nominating Committee;
- Department of Public Health District Health Director(s) present in the Region;
- Department of Public Health Regional EMS Director or Regional EMS Training Coordinator; and/or
- Other experts or Department of Public Health staff as deemed appropriate by the Commissioner of DPH.

SECTION 4 – TERMS OF APPOINTMENT

The Council year will be from July 1 to June 30. The term of each appointment shall be for three years with one-third of the Council to be appointed each year. In order to have one-third of the Council

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appointed each year some appointments may be made for 1 or 2 years until such balance is achieved. Members may be reappointed to the EMS Council with no limit on terms.

Membership Terms

Term	Date Range
Term 1	July 1, 2017 – June 30, 2020; then July 1, 2020 – June 30, 2023; then July 1, 2023 – June 30, 2026; then July 1, 2026 – June 30, 2029; and then following this pattern every 3 years.
Term 2	July 1, 2018 – June 30, 2021; then July 1, 2021 – June 30, 2024; then July 1, 2024 – June 30, 2027; then July 1, 2027 – June 30, 2030; and then following this pattern every 3 years.
Term 3	July 1, 2019 – June 30, 2022; then July 1, 2022 – June 30, 2025; then July 1, 2025 – June 30, 2028; then July 1, 2028 – June 30, 2031; and then following this pattern every 3 years.

Membership List by County/Position

The following list is the list of all positions on the Council and what Term (as described above) the position is appointed for. When a county has multiple appointees, the appointees should have different appointment terms.

The number of appointments for each County will be re-evaluated in January of every third year, beginning in 2024, and shall be based on the U.S. Census estimates for the preceding year. Any changes to the number of appointments for a county (increase or decrease) shall be effective on July 1 of the year in which the re-evaluation occurs. If, based on a change in population, a county will have a decrease in the number of appointments starting July 1 of that year, the county shall determine which position/Member would be removed. The number of appointments per County shall be determined as follows:

County Population	# of Appointments per county
0-19,999	1
20,000-49,999	2
50,000-99,999	3
100,000-199,999	4
200,000+	5

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County/At-Large	Position #	Appointment Term
Baldwin	1	Term 2
Baldwin	2	Term 3
Bibb	1	Term 2
Bibb	2	Term 3
Bibb	3	Term 3
Bibb	4	Term 1
Bleckley	1	Term 3
Crawford	1	Term 3
Dodge	1	Term 3
Dodge	2	Term 1
Hancock	1	Term 3
Houston	1	Term 2
Houston	2	Term 3
Houston	3	Term 1
Houston	4	Term 1
Jasper	1	Term 3
Johnson	1	Term 2
Jones	1	Term 2
Jones	2	Term 2
Laurens	1	Term 2
Laurens	2	Term 3
Monroe	1	Term 2
Monroe	2	Term 1
Montgomery	1	Term 1
Peach	1	Term 1
Peach	2	Term 1
Pulaski	1	Term 2
Putnam	1	Term 2
Putnam	2	Term 1
Telfair	1	Term 3
Treutlen	1	Term 1
Twiggs	1	Term 3
Washington	1	Term 2
Washington	2	Term 1
Wheeler	1	Term 1
Wilcox	1	Term 3
Wilkinson	1	Term 2
At-Large	1	Term 2
At-Large	2	Term 2
At-Large	3	Term 2
At-Large	4	Term 3
At-Large	5	Term 1
At-Large	6	Term 1
At-Large	7	Term 1
At-Large	8	Term 3

SECTION 5 – ATTENDANCE REQUIREMENTS

Members, to remain in good standing, must maintain a record of attendance of at least fifty percent of annual scheduled meetings and must not miss three consecutive meetings. A Member may attend meetings by synchronous electronic methods, if available. The Member shall be expected to attend at least three-fourths of each meeting in order to be credited with attendance. Should any Member not meet these attendance requirements, the Chair and/or the Regional EMS Director will contact the Member to determine an explanation. The Chair or Regional EMS Director may then report the attendance concerns to the County Commission, DPH Commissioner or designee for consideration.

For (a) Member(s) appointed by a County Commission, the Regional EMS Director shall, on an annual basis, inform the respective County Commission of the attendance records for any Member not meeting the attendance requirements as specified above. For At-Large Members, the Regional EMS Director shall, on an annual basis, inform the Department of the attendance records for any At-Large Member not meeting the attendance requirements as specified above.

SECTION 6 – RESIGNATION, REMOVAL AND REINSTATEMENT

Resignation

Any Member may resign at any time, stating the cause for such action. The resignation shall be in writing and forwarded to the Council Chair and the Regional EMS Director.

Recommendation for Member Removal

The Chair may, because of inadequate attendance, inappropriate activity, or other reasonable cause, recommend to the Council the dismissal of a Member. The Council may recommend the removal of a Member upon a vote of two-thirds of the eligible Members present. The Member shall be notified by the Council at least one week in advance of such a vote being called and shall be given the opportunity to address the Council regarding the stated concerns. If the Council recommends removal of the Member, the Chair shall notify the Department, and if appropriate, the respective County Commission, and the Member in writing within 15 days following the vote stating the cause of such recommendation. If the appointer (DPH Commissioner or County Commission) for the Member in question chooses to remove the Member, the appointer shall appoint a replacement in compliance with Section 3 above. If the appointer (DPH Commissioner or County Commission) for the Member in question chooses to not remove the Member, then the appointer must provide a detailed explanation to the Council of the reason for not complying with the recommendation of the Council. If the Council recommends removal of a Member appointed by a County Commission and the County Commission fails to act to remove the Member, the DPH Commissioner may remove the Member if the Member is determined to have violated Article III, Section 3 of these Bylaws.

Removal of County Appointees

Any Member appointed by a County Board of Commissioners may be removed by the respective County Board of Commissioners because of inadequate attendance, inappropriate activity, or other reasonable cause without the approval of the Council.

Removal of At-Large Appointees

Any Member appointed by the DPH Commissioner or his/her designee may be removed by the DPH Commissioner because of inadequate attendance, inappropriate activity, or other reasonable cause without the approval of the Council.

Vacancies

Any time a vacancy occurs on the Council, the Chair will confer with the Regional EMS Director. If the Member was appointed by a County Commission, a request shall be made to the respective County Commission for them to appoint a replacement. If the Member was appointed by the DPH Commissioner, the Regional EMS Director will confer with the Office of EMS and Trauma for an appointment by the DPH Commissioner. The new Member will be appointed to fill the unexpired term of the Member being replaced.

Reinstatement/Reappointment

Persons previously removed from the Council pursuant to these Bylaws by means other than resignation or conclusion of the appointed term shall not be eligible for appointment to the Council for a minimum of two years following their removal.

SECTION 7 – DEPARTMENT OF PUBLIC HEALTH STAFF

The Regional EMS Director shall serve as the liaison between the Department and the Council, and shall provide support, education, and guidance on the Council's responsibilities related to its role as the designated local coordinating entity for the Region. Regional EMS staff shall serve as non-voting, ex-officio members, and shall not record the official minutes of a Council Meeting.

At meetings, the Regional EMS Director and/or Regional EMS Training Coordinator shall call the attention of the Presiding Officer to serious errors in procedure or to potential conflicts of interest. The Regional EMS Director shall serve on any Bylaws Committee and shall assist the Council in the drafting and interpretation of these Bylaws, rules of order, and the planning and conduct of meetings. The Regional EMS Training Coordinator shall serve as an ex-officio member on any education committee.

At meetings, the Regional EMS Director and the Regional EMS Training Coordinator shall have the authority to intercede in matters related to the proper application of these Bylaws, adherence to the Georgia Open Meetings and Open Records Acts, and to standards set forth in the current edition of Robert's Rules of Order.

In the event a Presiding Officer has a conflict of interest regarding a matter before the Council, and that Presiding Officer refuses to recuse themselves from the matter in which they have a conflict, the Regional EMS Director or the Regional EMS Training Coordinator shall have the authority to appoint a temporary Presiding Officer or assume the role of the Presiding Officer for the duration of the time that the Council is considering the respective matter. For issues related to emergency response zones, DPH staff may not serve as the Presiding Officer.

The District Health Director(s) for the Health District(s) located in the Region or his/her designee may serve, time permitting, as (a) non-voting, ex-officio member(s).

SECTION 8 – LICENSE MANAGEMENT SYSTEM PROFILE

Each Council Member, Officer, and Committee Member shall have a current profile in the Office of EMS and Trauma's License Management System (LMS), and shall maintain their profile at all times, to include, at a minimum, their current email address and phone number.

ARTICLE V – OFFICERS

SECTION 1 – OFFICERS

The Officers, who must be Members of the Council, shall consist of the Chair, Vice-Chair, Parliamentarian, and Secretary. The Officers shall be elected during the second quarter of the calendar year for a two-year term, which will commence on July 1st. The results of all elections shall be recorded in the minutes and shall be reported to the Department by the Secretary.

If any Officer no longer meets membership requirements of the Council following resignation, removal or conclusion of the appointed Member's term, then an election from the current membership to fill the remainder of the term for the Officer shall be held for that position.

SECTION 2 – NOMINATIONS

A nominating committee shall be appointed by the Chair during the first quarter of the calendar year and consist of three voting Members of the Council with one serving as chair. The committee shall present a proposed slate of officers consisting of a Chair, Vice-Chair, Secretary, Parliamentarian, Immediate Past Chair, and two Executive Committee members, at the call for nominations prior to the election. Additional nominations may be made from the floor at that time.

SECTION 3 – ELECTIONS

Officers and Executive Committee members shall be elected even years by a majority vote of the Council Members present at the meeting. However, in the unforeseen event of an untimely election process, existing officers shall continue to serve until their successors are elected. The results of the election shall be communicated to the Department for recording into the Office of EMS and Trauma's License Management System.

SECTION 4 – POWERS and DUTIES

The power and duties of the officers shall be as follows:

Chair

The Chair shall be the official spokesperson of the Council and shall preside at the meetings of the Council. The Chair shall be an ex-officio member of all committees and task forces. He/she may create committees and task forces, appoint a chair, and assign their duties. It shall be the duty of the Chair to call the meeting to order at the appointed time, to preside at all meetings, to announce the business before the assembly in its proper order, to state and put all questions properly brought before the Council, to preserve order and decorum, and to decide all questions of order. The Chair can and should consult with the Regional EMS Director and the Parliamentarian when not certain on how to rule on a question or proceed in the circumstances.

Vice-Chair

The Vice-Chair shall assist the Chair and assume the duties of the Chair in their absence or when the Chair speaks on an item of business on the agenda in other than a neutral role. The Vice-Chair is ineligible for service on the nominating committee but otherwise may serve as chair or member of any other committee or task force as assigned by the Chair.

Secretary

The Secretary shall be responsible for causing the minutes of each meeting of the Council and Executive Committee to be recorded and assuring that Council minutes are properly preserved for Council use and are electronically sent to the Department. The minutes of the previous meeting must be completed and prepared for presentation to each Member before the next

meeting. Along with the Regional EMS Director, the Secretary shall ensure that a correct list of Members to include name, contact number, email, agency affiliation, appointment affiliation, and representation category of each Member is maintained and submitted to Department. Upon request of the Council Chair, the Secretary shall ensure notification to all Members of the time, place, and date of the meetings of the Council and maintain attendance records. The Secretary shall conduct the general correspondence of the Council as requested by the Council or its Officers. The Secretary will comply with the current Georgia Open Records Act and Open Meetings Act.

Parliamentarian

The Parliamentarian will be knowledgeable in the current edition of Robert's Rule of Order and shall not vote on any matter before the Council unless the vote is taken by ballot. At meetings, the Parliamentarian shall call the attention of the Presiding Officer to serious errors in procedure or to potential conflicts of interest. The Parliamentarian shall serve on any Bylaws Committee and shall assist the Council in the drafting and interpretation of these Bylaws, rules of order, and the planning and conduct of meetings. In the event that the Parliamentarian is not present, a Department of Public Health, Office of EMS and Trauma staff member present shall serve the role of the Parliamentarian without any voting privileges.

SECTION 5 – REMOVAL FROM OFFICE

The Department may suspend any Officer who is not performing the duties of the office until the next scheduled meeting. Any Officer who is not performing the duties of the office as prescribed by these Bylaws shall be given an opportunity to address the Council on the performance/non-performance of those duties and may be removed from office upon a two-thirds vote of the Council Members present. A special election will then be called by the remaining officers so that the vacated position may be filled for the remainder of the term. Nominations shall be accepted from the floor, and the election shall be held following the close of nominations.

ARTICLE VI – MEETINGS

SECTION 1 – REGULAR MEETINGS

Regular meetings shall be held on a quarterly basis at a time and location to be specified by the Council Chair. Notice of the meetings must be communicated to the membership and the Department electronically at least 15 days prior to the meeting. All meeting notices along with the agenda for the meeting shall be submitted via email to the Department at dph-phemsinfo@dph.ga.gov at least 15 days prior to the meeting. In accordance with the Georgia Open Records Act and Open Meetings Act, the Department shall post all regular meetings on the Department's website. Regular meetings may be held in-person or via synchronous electronic means (such as WebEx, Microsoft Teams, etc.), or a combination of in-person and synchronous electronic means. Any person attending an in-person meeting shall adhere to all public health requirements and recommendations related to social distancing, mask-wearing, washing of hands, and sanitizing frequently touched surfaces.

SECTION 2 – CALLED MEETINGS

Called meetings may be held at the discretion of the Council Chair to consider items deemed important. A minimum of 48 hours advance notice (excluding weekends or state holidays) to all Members and the Department by telephone or electronic means is required for all called meetings. All meeting notices along with the agenda for the meeting shall be submitted via email to the Department at dph-

phemsinfo@dph.ga.gov at least 48 hours (excluding weekends or state holidays) prior to the meeting. In accordance with the Georgia Open Records Act and Open Meetings Act, the Department shall post all called meetings on the Department's website. Called meetings may be held in-person or via synchronous electronic means (such as WebEx, Microsoft Teams, etc.), or a combination of in-person and synchronous electronic means. Any person attending an in-person meeting shall adhere to all public health requirements and recommendations related to social distancing, mask-wearing, washing of hands, and sanitizing frequently touched surfaces.

SECTION 3 – QUORUM

A quorum shall be required to conduct business and shall consist of greater than fifty percent of the eligible voting Members of the Council or committee. Ex-officio members and vacant positions do not count towards the number of eligible voting Members of the Council or committee. The Secretary shall be responsible for maintaining the attendance roster to determine if a quorum is present and advise the Presiding Officer accordingly. Members attending by synchronous electronic means shall be counted in the attendance for determination of a quorum.

SECTION 4 – AGENDA

The Council agenda will be orderly and for a regularly scheduled/quarterly meeting, will consist of, at a minimum, the following:

- Call to Order, Roll Call, advisement of quorum present
- Introduction of Guest(s)
- Approval of previous Council meeting minutes
- Regional/State Office of EMS and Trauma Report
- Committee/Taskforce Reports:
 - Education and Training Committee
 - RTAC
 - Special Events Committee
 - EMS-C
 - Bylaws (as needed)
 - Ad-hoc committee reports
- Reports from other advisory councils, coalitions, or other groups/entities
 - EMSAC
 - EMSMDAC
 - GTCNC EMS Subcommittee
 - GEMSA
 - Healthcare Coalitions, District EP, etc. (if deemed necessary by the Chair)
- Old Business
- New Business
- Adjournment

The addition of any items to the agenda shall be at the discretion of the Presiding Officer with at least 24 hours' notice to the Members and the Department. Such changes to the agenda should only be acted on if there is an urgent/emergent need.

SECTION 5 – GEORGIA OPEN MEETINGS ACT REQUIREMENTS

Except as otherwise provided by law, all meetings shall be open to the public.

SECTION 6 – VOTING

Members must be present in person or by synchronous electronic means at Council meetings to exercise their vote. Synchronous electronic means includes services such as WebEx, Microsoft Teams, Zoom, or some other electronic platform where persons can interact in real-time. No member will be allowed to vote by chat/text message, absentee, or proxy ballot. The Presiding Officer shall have the authority to call for a roll-call vote when deemed appropriate or when called for by a Member. Motions shall be considered to have passed if more than fifty (50) percent of the eligible voting members present vote in favor of the motion before the Council.

During votes not related to 911 Zoning Issues while the meeting is being conducted via synchronous electronic means, the Presiding Officer may choose to call for a vote of opposition, where any member opposed to the vote before the Council must audibly announce themselves and their vote of opposition. Should the number of votes of opposition be less than fifty (50) percent of the eligible voting members present, the motion shall be considered to have passed.

If a voting member abstains from a vote due to a conflict of interest or other reason, this shall be noted in the minutes of the meeting.

Voting related to Emergency Response Zoning Issues

All Council or Committee votes related to emergency response zoning issues must be completed by roll-call vote, and all votes by each Member (yes/no/abstain) must be recorded in the minutes. No vote related to any emergency response zoning issue by the Council or any committee may have more than thirty (30) percent of the voting Members present for the vote who are an associate, affiliate, board member, contractor, employee, owner, partner, or principal of a specific EMS Agency, hospital, group, business (including parent and subsidiaries) or other institution or organization.

If more than thirty (30) percent of the voting Members present for a vote related to emergency response zoning are an associate, affiliate, board member, contractor, employee, owner, partner, or principal of a specific EMS Agency, hospital, group, business (including parent and subsidiaries) or other institution or organization, then the Council or committee shall reschedule the vote, while complying with the timelines specified in O.C.G.A. §§ 31-11-3 and 31-11-4 and the Rules of the Department. If the Council or committee is unable to reschedule a vote that would be in compliance with the timelines specified in O.C.G.A. §§ 31-11-3 and 31-11-4 and the Rules of the Department, one or more of the Member(s) affiliated with the EMS Agency, hospital, group, business (including parent and subsidiaries) or other institution or organization representing more than 30% will abstain from the vote. If one or more of the Member(s) affiliated with the EMS Agency, hospital, group or business (including parent and subsidiaries) or other institution or organization representing more than 30% of the vote do not abstain from the vote, that/those Member(s)' votes shall be recorded in the minutes, but that/those Member(s)' vote(s) shall not be counted in the determination of the outcome of the motion before the Council or committee.

ARTICLE VII – COMMITTEES

SECTION 1 – EXECUTIVE COMMITTEE

The Executive Committee shall be a standing committee consisting of the Chair, Vice-Chair, the Secretary, the Parliamentarian, the Immediate Past Chair and two additional Council Members (some Councils may elect to have the Immediate Past Chair serve as one of the Executive Committee members, so only TWO additional Council Members will be elected to serve on the Executive Committee) elected

by the Council to serve the same length of terms as officers. It shall act conditionally on all business matters of the Council that require a decision before a meeting of the Council can be called. Any action so taken shall be brought to the Council for confirmation at its next regular meeting. The Council Chair shall serve as the chair of the Executive Committee.

SECTION 2 – NOMINATING COMMITTEE

The Nominating Committee shall consist of three Council Members who do not hold office within the Council. The Council Chair will appoint the members of the Nominating Committee. Its function shall be to prepare a slate of candidates for the election of Officers and two Executive Committee members. In addition, if requested by the Department, the Nominating Committee may be convened to prepare a slate of candidates for the appointment of an at-large Member. Written minutes, except for the list of proposed candidates, shall not be kept.

SECTION 3 – STANDING COMMITTEES

The Council Chair shall appoint the chair of each standing committee. The chair of each committee must be a current Member of Council with full membership privileges, including eligibility to vote. Members of standing committees do not have to be voting members of the Council. Standing committees of the Council shall be:

Education and Training Committee

- **Purpose:**
 - To identify education, workforce, training, and equipment needs within the Region. To assist with the facilitation of identified educational needs.
- **Duties:**
 - Conduct educational and workforce needs assessments for the Region.
 - Provide support for instructors within the Region to obtain needed continuing education, internships, and active practice requirements.
 - Provide guidance and support to new initial education programs.
 - Provide assistance with grant acquisition related to education.
- **Deliverables:**
 - Deliver the results of educational and workforce needs assessment to the Council and other relevant partners.
- **Role of the Regional EMS Training Coordinator:**
 - The Regional EMS Training Coordinator shall be a liaison between the Department and the Committee and shall provide relevant data and updates to the Committee for their review and use.
 - The Regional EMS Training Coordinator shall provide support, education, and guidance on the Committee's duties, responsibilities, and deliverables.

Regional Trauma Advisory Committee (RTAC)

This committee shall be a trauma-specific multidisciplinary, multi-agency advisory group, and shall be a committee of the Council.

- **Purpose:**
 - To develop and maintain the Regional Trauma System Plan and to monitor trauma system performance and improvement activities.
- **Membership:**
 - Regional trauma system stakeholders including physicians, EMS, designated Trauma Centers, non-designated participating hospitals, hospital personnel, local governments, and the public.
- **Duties:**
 - Enhance Injury Prevention, by monitoring high incident areas and proposing solutions and follow-up plans to specific agencies. The RTAC will develop data-supported injury-prevention programs and shall collaborate with the DPH Injury Prevention Program;
 - Monitor component compliance with the Regional Trauma System Plan;
 - Analyze system performance using data specified in the data-driven performance improvement component;
 - Evaluate regional trauma training needs;
 - Act as a forum for regional trauma issues to providers and consumers within the trauma care continuum;
 - Work with hospitals on the use of transfer agreements, proper use of diversion, emergency department “wall time” and holding patterns, etc.;
 - Identify additional Trauma Center and Trauma System capacity needs within the respective Region;
 - Support non-designated participating hospitals to be brought up to Trauma Center designation status as determined; and
 - Assist EMS Agencies with the development of mutual aid agreements and activities to ensure region-wide EMS coverage at all times.
- **Deliverables:**
 - The RTAC shall develop and maintain the Regional Trauma System Plan. This Plan should be submitted to the Council for review and to the Department and the State Trauma Advisory Committee for their respective approvals.
- **Role of the RTAC Coordinator:**
 - The RTAC Coordinator is not considered a member of the RTAC but serves as a liaison between the RTAC and the Georgia Trauma Care Network Commission (GTCNC).

EMS for Children (EMS-C) Committee

This committee shall be a multidisciplinary and multi-agency advisory committee. It will focus on the emergency response and care readiness for pediatric patients and shall be a committee of the Council.

- **Purpose:**
 - To improve the readiness of EMS, hospital Emergency Departments, Acute Care facilities, Rehabilitation facilities, and regional Emergency Management for the unique needs of children under 18 years of age.
 - To focus on trauma, disaster preparedness, prehospital care, hospital care, rehabilitation, and research that will enhance the care of pediatrics.
- **Membership:**
 - Pediatric Emergency Care Coordinators (also known as Peds CHAMPs) and other stakeholders from EMS agencies, emergency departments, healthcare coalitions,

government, and the other community members that share dedicated support for EMS for Children's priorities and initiatives.

- **Duties:**
 - Ensure pediatric concerns are addressed in the establishment of protocols/guidelines, policies, and procedures and encourage family-centered care.
 - Network with Pediatric Emergency Care Coordinators for the sharing of information and resources to enhance pediatric education.
 - Promote pediatric care educational opportunities in cooperation with the Educational and Training Committee, pediatric injury prevention programs, and intra-facility guidelines and agreement initiatives from the Office of EMS and Trauma EMS-C Program.
 - Promote and encourage participation in the EMS-C readiness surveys as requested by the Department.
 - Monitor the improvement of pediatric equipment availability, safe medication administration factors, equipment, and supplies and encourage participation in pediatric research opportunities.
 - Assist in the promotion of announcements, events, and initiatives from the Office of EMS and Trauma EMS-C program or partners that champion pediatric care initiatives.
 - Provide opportunities for the Pediatric Care Coordinators to identify resource needs.
 - Collaborate with the Office of EMS and Trauma EMS-C Program on regional meetings and initiatives.

Bylaws Committee

- **Purpose:**
 - The purpose of the Bylaws Committee is to review, on an ongoing basis, these Bylaws and draft changes at the request of the Council or as mandated by the Department.
- **Membership:**
 - Membership on the Bylaws Committee is limited to Council Members and the Regional EMS Director.
 - The Parliamentarian shall serve on the Bylaws Committee.
- **Duties:**
 - Review Bylaws on an annual basis.
 - Ensure adherence to the Bylaws amendments process and timeline.
 - Review proposed Bylaws amendments to be considered by the Council and make recommendations to the Council.
 - Assist in the formulation of a process for presenting proposed amendments to the Council.

Special Events Committee

- **Purpose:**
 - Design, implement, and present SAVE awards to recognize medics working in Region 5.
 - Plan and coordinate an annual Awards Banquet as approved by the Region 5 Council.
 - Plan and coordinate other special events as directed by the Region 5 Council.
- **Membership:**
 - Council Members and other stakeholders that share in the dedicated support for EMS.

SECTION 4 – SPECIAL/AD-HOC COMMITTEES AND TASK FORCES

Special/ad-hoc committees or task forces may be appointed by the Council Chair as needed. Any special/ad-hoc committee or task force should have a clearly defined charge/purpose, membership, duties and responsibilities, and, if appropriate, any requested deliverables.

SECTION 5 – ZONING COMMITTEE

The Zoning Committee of the Council shall be an ad-hoc committee appointed prior to any zoning action being taken. The chair of the Zoning Committee shall be appointed by the Council Chair and must be affirmed by a two-thirds vote of the Council Members present. Prior to any zoning action, current or prospective members of the Zoning Committee must be queried to determine if they or any EMS Agency for which they have a business, financial, or personal relationship is likely to submit a proposal for the specified Emergency Response Zone, and if such a relationship is present, then the person shall be ineligible to serve on the Zoning Committee for the duration of the proceedings related to the current zoning action.

The chair or members of the Zoning Committee who are found to have a business, financial or personal relationship to any person or EMS Agency who is submitting a request to review a zone or who is submitting a proposal for designation as the 911 Zone Provider, must immediately recuse themselves from the Zoning Committee, their replacement shall be appointed by the Council Chair, and if for the position of Zoning Committee Chair, shall be affirmed by a two-thirds vote of the Council Members present. All zoning recommendations of the Zoning Committee and the Council must consider the statutory criteria of economy, efficiency, and benefit to the public welfare. Any recommendation to the Department for modification of the Regional Ambulance Zoning Plan must be accompanied by a detailed justification of how the statutory criteria were applied during the proceedings to formulate a recommendation for modification.

All proceedings related to zoning for the Council and any committee must adhere to the guidelines and policies and procedures regarding zoning as developed and published by the Department.

SECTION 6 – ADVISORY COUNCILS AND COMMITTEES

Regional or Statewide Advisory Councils and Committees will be given opportunities to report their activities at the discretion of the Council Chair. Advisory Council and Committee reports from the following may be placed on the Council Agenda for each meeting:

- Statewide EMS Advisory Council (EMSAC)
- Statewide EMS Medical Directors Advisory Council (EMSMDAC)
- State Trauma Advisory Committee (STAC)

ARTICLE VIII – AMENDMENTS

SECTION 1 – AMENDMENTS BY THE COUNCIL

Proposed amendments to these Bylaws made by the Council must contain a draft watermark and must be presented in writing, either during a regular or called Council meeting to the entire membership and to the Department and must comply with the requirements of the Department related to REMSAC bylaws. Proposed amendments must be electronically submitted to the Department in Microsoft® Word format with Track-Changes enabled to reflect all proposed changes to previously approved bylaws. Approval of amendments by the Council will require a two-thirds vote of the Council Members

present at the next meeting. A period of not less than thirty (30) days shall exist between the meeting at which the amendments are proposed and the meeting at which the vote is taken. Amendments so made shall be effective after adoption by the EMS Council and immediately upon approval by the Department of Public Health. If any amendment(s) to these Bylaws is/are not approved by the Department, the Regional EMS Director shall notify the Chair of the reason(s) for the amendment(s) not being approved, and the Bylaws shall remain unchanged.

SECTION 2 – AMENDMENTS BY THE DEPARTMENT

Amendment Recommendations by the Department

The Department may make recommendations for amendments to these Bylaws. Such recommendations shall be in writing from the Department to the Executive Committee and, if appropriate, the Bylaws Committee of the Council. The Council shall consider the proposed changes pursuant to Section 1 above.

Mandatory Amendment(s) Required by the Department

The Department may require (an) Amendment(s) to these Bylaws to comply with relevant changes in Georgia statutes or rules and regulations, or as deemed necessary by the Department. Such required amendments shall be made to these Bylaws by the Department and presented to the Council Chair. The Council Chair shall be required to sign the amended Bylaws within thirty (30) days of receipt of the required amendments from the Department. Department required amendments do not require the approval of the Council.

ARTICLE IX – ADOPTION AND DEPARTMENT APPROVAL

SECTION 1 – ADOPTION

These Bylaws officially adopted this 14 day of July, 2021, By the Region 05 EMS Council.

Terry T. Cobb
Region 05 EMS Council Chair

[Signature]
Signature Region 05 EMS Council Chair

SECTION 2 – DEPARTMENT APPROVAL

These Bylaws officially approved this 2 day of August, 2021, by the Department of Public Health.

David Newton, Deputy Director Health Protection
Public Health Designee – Name and Title

[Signature]
Signature of Public Health Designee

ARTICLE X – HISTORY/CHANGE LOG

SECTION 1 – HISTORY and CHANGE LOG

(This is where the Council will list all amendments, including a summary of those amendments).

DATE	ACTION and SUMMARY OF CHANGES
04/08/2021	Amended to comply with OEMS Required Bylaws Language.
07/14/2021	Bylaws approved by Region 5 EMS Council.



Central Georgia Region 5 Emergency Medical Services Council
1000 Indian Springs Dr.
Forsyth, GA 31029

March 31, 2025

Terry Cobb
Chairman

Lee Oliver
Vice-Chair

Ralph Griffin, M.D.
Medical Director

Macon-Bibb County Board of Commissioners
700 Poplar Street
Macon, GA 31201

Dear Commissioners:

On behalf of the Region 5 EMS Council, I am asking for an appointment from you for the Regional Emergency Medical Services Advisory Council to represent your county. The purpose of this Council is to:

- Serve as a liaison between the Office of EMS and Trauma and the regional EMS system; and
- Coordinate, facilitate the improvement of, and maintain a quality EMS system in the 23 counties of Region 5; and
- Serve as the local coordinating entity designated by the Georgia Department of Public Health to recommend the manner in which Emergency Response Zones in Region 5 function.

BALDWIN

BIBB

BLECKLEY

CRAWFORD

DODGE

HANCOCK

HOUSTON

JASPER

JOHNSON

JONES

LAURENS

MONROE

MONTGOMERY

PEACH

PULASKI

PUTNAM

TELFAIR

TREUTLEN

TWIGGS

WASHINGTON

WHEELER

WILCOX

WILKINSON

Bibb County has four (4) Representatives on this Council. Your current Representative are **Todd Dixon, term 2022-2025, Marvin Riggins, term 2023-2026, Liana Rogers, term 2021-2024** and **Joe Robinson, term 2022-2025**. Council bylaws require county representation of individuals selected by County Commissions in the counties comprised of Region 5; therefore, I am soliciting from you the name or reappointment of one (1) individual whom you wish to represent your county on this council for the **2022-2025 term**. Council By-laws require members to attend at least fifty percent (50%) of the scheduled council meetings.

Your current representatives, **Joe Robinson**, has **not** been involved in the Council since his last appointment and has **not** met the attendance requirements.

Members of the Regional EMS Council should be knowledgeable and/or interested in the EMS system and represent a broad cross section of the region's citizens. The following is a list of categories, which you may wish to consider when recommending your representative:

- | | |
|---|---|
| ▪Public EMS Provider | ▪Consumer |
| ▪Private EMS Provider | ▪Emergency Physician |
| ▪EMT/Paramedic (non-supervisory) | ▪General Surgeon |
| ▪Specialty Care hospital representative | ▪911 Dispatch Center representative |
| ▪Hospital representative | ▪Law enforcement representative |
| ▪City government representative | ▪Emergency department nurse and/or trauma nurse |
| ▪County government representative | ▪Pediatrician |

Please forward the recommendation of your Commission to Michelle Archer, DPH Office of EMS and Trauma Region 5 EMS Director, along with a brief synopsis of the individual's qualifications along with his/her contact information on the attached form. **You may mail or email this information to the Region 5 Office.**

Please complete the attached form and return before **June 1, 2025**. Your participation in this effort is important to the provision of quality Emergency Medical Services to the citizens in your community, to the region, and to the state. I appreciate your cooperation and welcome you to contact me if you have any questions. Thank you.

Sincerely,

Michelle Archer
Region 5 EMS Director
(678) 867-4427

TO: Macon-Bibb County Board of Commissioners
700 Poplar Street
Macon, GA 31201

FROM: Michelle Archer
Region 5 EMS Director
1000 Indian Springs Dr.
Forsyth, GA 31029
Michelle.archer@dph.ga.gov

RE: Region 5 EMS Council Nomination, Term 2025-2028

DATE: _____

Please nominate a *representative* for your county, please complete the following and email or mail to the address listed above:

The following person will serve on the Region 5 EMS Advisory Council for the next three-year term or vacant unexpired term.

Name: _____

Mailing Address: _____

Work Phone: _____

Mobile Phone: _____

Email: _____

Brief synopsis of qualifications: _____

Archer, Michelle

From: Kelly Potts <KPotts@ourcommunityambulance.org>
Sent: Tuesday, November 26, 2024 10:51 AM
To: MMcNeill@maconbibb.us; ASAnderson@maconbibb.us
Cc: Archer, Michelle
Subject: EMS Region 5 Representative
Attachments: Region 5 rep..pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon all,

The Emergency Medical Service Region 5 representative, Joe Robinson, has recently retired after forty plus years serving our community and citizens. His departure has created a vacancy on the Region 5 EMS council. I respectfully ask that you recommend me to fill this position.

I am a Bibb county native of 60 years and have been involved in emergency prehospital care since 1985. Serving as a firefighter for over 30 years, I retired at the rank of Captain in 2015. I've also been employed as a Paramedic with Community Ambulance (formerly Mid Georgia Ambulance) since 1992. Upon his retirement, I replaced Mr. Robinson as the Senior Director of EMS Operations for Community Ambulance. My responsibilities include the overall operations and provider supervision in Bibb, Crawford and Muscogee Counties. I hold several emergency service disciplines and instructor certifications and continue to be actively involved in several committees and community outreach projects.

Thank you for your consideration and please contact me for any concerns.



Kelly Potts

Senior Director of EMS Operations | **CHSGa**

O: 478.741.4141 | **C:** 478.258.1779 | ourcommunityambulance.org

Community Ambulance

A Health Service of CHSGa



Notice: The content of this e-mail including any attachments may contain CONFIDENTIAL and legally protected information. If you are not the addressee or intended recipient, please do not read, copy, use or disclose this communication to others. Please notify the sender immediately by return e-mail, delete this e-mail including attachments and destroy any copies. Thank you!



Central Georgia Region 5 Emergency Medical Services Council
1000 Indian Springs Dr.
Forsyth, GA 31029

May 13, 2024

Terry Cobb
Chairman

Lee Oliver
Vice-Chair

Ralph Griffin, M.D.
Medical Director

Macon-Bibb County Board of Commissioners
700 Poplar Street
Macon, GA 31201

Dear Commissioners:

On behalf of the Region 5 EMS Council, I am asking for an appointment from you for the Regional Emergency Medical Services Advisory Council to represent your county. The purpose of this Council is to:

- Serve as a liaison between the Office of EMS and Trauma and the regional EMS system; and
- Coordinate, facilitate the improvement of, and maintain a quality EMS system in the 23 counties of Region 5; and
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WILKINSON

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Your current representative, **Liana Rogers** has been involved in the Council since her last appointment and has met the attendance requirements.

Members of the Regional EMS Council should be knowledgeable and/or interested in the EMS system and represent a broad cross section of the region's citizens. The following is a list of categories, which you may wish to consider when recommending your representative:

- | | |
|---|---|
| ▪Public EMS Provider | ▪Consumer |
| ▪Private EMS Provider | ▪Emergency Physician |
| ▪EMT/Paramedic (non-supervisory) | ▪General Surgeon |
| ▪Specialty Care hospital representative | ▪911 Dispatch Center representative |
| ▪Hospital representative | ▪Law enforcement representative |
| ▪City government representative | ▪Emergency department nurse and/or trauma nurse |
| ▪County government representative | ▪Pediatrician |

Please forward the recommendation of your Commission to Michelle Archer, DPH Office of EMS and Trauma Region 5 EMS Director, along with a brief synopsis of the individual's qualifications along with his/her contact information on the attached form. **You may mail or email this information to the Region 5 Office.**

Please complete the attached form and return before **June 1, 2024**. Your participation in this effort is important to the provision of quality Emergency Medical Services to the citizens in your community, to the region, and to the state. I appreciate your cooperation and welcome you to contact me if you have any questions. Thank you.

Sincerely,

Michelle Archer
Region 5 EMS Director
(678) 867-4427

TO: Macon-Bibb County Board of Commissioners
700 Poplar Street
Macon, GA 31201

FROM: Michelle Archer
Region 5 EMS Director
1000 Indian Springs Dr.
Forsyth, GA 31029
Michelle.archer@dph.ga.gov

RE: Region 5 EMS Council Nomination, Term 2024-2027

DATE: _____

Please nominate a *representative* for your county, please complete the following and email or mail to the address listed above:

The following person will serve on the Region 5 EMS Advisory Council for the next three-year term or vacant unexpired term.

Name: _____

Mailing Address: _____

Work Phone: _____

Mobile Phone: _____

Email: _____

Brief synopsis of qualifications: _____



Central Georgia Region 5 Emergency Medical Services Council
1000 Indian Springs Dr.
Forsyth, GA 31029

Terry Cobb
Chairman

Lee Oliver
Vice-Chair

Ralph Griffin, M.D.
Medical Director

April 1, 2025

Macon-Bibb County Board of Commissioners
700 Poplar Street
Macon, GA 31201

Dear Commissioners:

On behalf of the Region 5 EMS Council, I am asking for an appointment from you for the Regional Emergency Medical Services Advisory Council to represent your county. The purpose of this Council is to:

- Serve as a liaison between the Office of EMS and Trauma and the regional EMS system; and
- Coordinate, facilitate the improvement of, and maintain a quality EMS system in the 23 counties of Region 5; and
- Serve as the local coordinating entity designated by the Georgia Department of Public Health to recommend the manner in which Emergency Response Zones in Region 5 function.

Bibb County has four (4) Representatives on this Council. Your current Representative are **Todd Dixon, term 2022-2025, Marvin Riggins, term 2023-2026, Liana Rogers, term 2021-2024** and **Joe Robinson, term 2022-2025**. Council bylaws require county representation of individuals selected by County Commissions in the counties comprised of Region 5; therefore, I am soliciting from you the name or reappointment of one (1) individual whom you wish to represent your county on this council for the **2022-2025 term**. Council By-laws require members to attend at least fifty percent (50%) of the scheduled council meetings.

Your current representatives, **Todd Dixon**, has been involved in the Council since his last appointment and has met the attendance requirements.

Members of the Regional EMS Council should be knowledgeable and/or interested in the EMS system and represent a broad cross section of the region's citizens. The following is a list of categories, which you may wish to consider when recommending your representative:

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| ▪Public EMS Provider | ▪Consumer |
| ▪Private EMS Provider | ▪Emergency Physician |
| ▪EMT/Paramedic (non-supervisory) | ▪General Surgeon |
| ▪Specialty Care hospital representative | ▪911 Dispatch Center representative |
| ▪Hospital representative | ▪Law enforcement representative |
| ▪City government representative | ▪Emergency department nurse and/or trauma nurse |
| ▪County government representative | ▪Pediatrician |

Please forward the recommendation of your Commission to Michelle Archer, DPH Office of EMS and Trauma Region 5 EMS Director, along with a brief synopsis of the individual's qualifications along with his/her contact information on the attached form. **You may mail or email this information to the Region 5 Office.**

Please complete the attached form and return before **June 1, 2024**. Your participation in this effort is important to the provision of quality Emergency Medical Services to the citizens in your community, to the region, and to the state. I appreciate your cooperation and welcome you to contact me if you have any questions. Thank you.

Sincerely,

Michelle Archer
Region 5 EMS Director
(678) 867-4427

TO: Macon-Bibb County Board of Commissioners
700 Poplar Street
Macon, GA 31201

FROM: Michelle Archer
Region 5 EMS Director
1000 Indian Springs Dr.
Forsyth, GA 31029
Michelle.archer@dph.ga.gov

RE: Region 5 EMS Council Nomination, Term 2025-2028

DATE: _____

Please nominate a *representative* for your county, please complete the following and email or mail to the address listed above:

The following person will serve on the Region 5 EMS Advisory Council for the next three-year term or vacant unexpired term.

Name: _____

Mailing Address: _____

Work Phone: _____

Mobile Phone: _____

Email: _____

Brief synopsis of qualifications: _____

ADDED TO THE APRIL 15, 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 #: 873056508 State Tax ID #: 202709909937
 Business Name: Bombay Curry Corporate and Trade Name: Dream SAJ Corporation
 Local Business Address: 3892 Bloomfield Village Dr Macon GA 31206
(P.O. Box Not Allowed) City State Zip
 Mailing Address: Same
Street Address (City State Zip)
 Local Business Phone #: 4784443401 Email Address: bombaycurryga@gmail.com
 Contact Person: Mohammad Jewel Contact Phone #: 4706454824

AGENT

Agent's Name: Mohammad Jewel Agent's Title: Owner
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 300E Chamber's Cove Dr City: Macon State: GA Zip: 31206
 Home Phone #: 4706454824 Email: dreamsajcorp@gmail.com
 Mailing Address: 3892 Bloomfield vill dr City: Macon State: GA Zip: 31206

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: Mohammad Jewel Title: Owner
 Home Address: 1201 Fieldgate Rd City: Lawrenceville State: GA Zip: 30044
 Home Phone #: 4706454824 Email: bombaycurryga@gmail.com
 Mailing Address: 3892 Bloomfield vill dr City: Macon State: GA Zip: 31206

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):	Mohammad Shah Ainnuddin Jewel		
Home Address:	300B Chamber's Cove Apt Mason GA 31206		
Sex	Race	Date of Birth	Social Security Number
Male	Asian		

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

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

Signature

Jewel

Date

1/3/2025

*****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: Bombay Curry

Printed Name of Applicant: Mohammad Jewel

*Signature of Applicant: Jewel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 20 DAY OF December, 20 24.

Jasmine Barnes
 NOTARY PUBLIC

03.11.2025
 MY COMMISSION EXPIRES





SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident - Employment Authorized

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

SAVE Response Details

Case Verification
Number: 0025034144719NR
Class of Admission (COA)
Code: E37
Country of Birth: BGD - BANGLADESH
Date Admitted To: INDEFINITE

Agency Submitted Details

Full Name: mohammad shah ainuddin jewel
Date of Birth: [REDACTED]
Alien Number: [REDACTED]
Initiated On: 02/03/2025
Initiated By: IHAL0956
Point of Contact
Name: Ian Hall
Point of Contact
Phone Number: (478) 310-2173
Requested
Benefits: Occup. Tax Cert.
Attached
Document: No



MEASUREMENT FORM

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

APPLICANT: MOHAMMAD JEWEL
PROPOSED LICENSE: BEER AND WINE CONSUMED ON PREMISES
BUSINESS LOCATION: 3892 BLOOMFIELD VILLAGE DR.
BUSINESS NAME: BOMBAY CURRY

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)

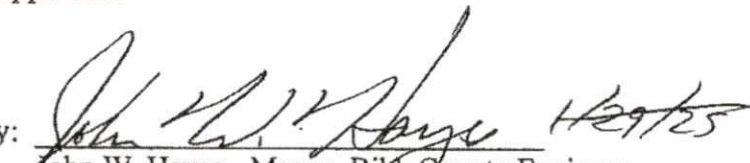
☒ Comply ☐ Does not comply

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:

1/29/25

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

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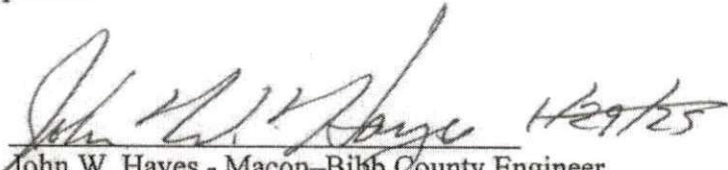
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 1/29/25
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CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

Bombay

#3892* Bloomfield Village Drive

13,100' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Fulton Mill Road

1,850' — MHA housing unit property line

Maple Court

OK!
Paul J. Hoinowski
January 28, 2025
JWA

* #3892 is on the building. This business is in the westmost unit in the shopping center on Q-Public parcel #3810 Bloomfield Village Drive PAH

APPLICATION FOR AFFIDAVIT

DATE: 01/13/2025

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: _____

BEER ✓

BEER _____

WINE ✓

WINE _____

MIXED DRINKS (Liquor) _____

ALCOHOLIC BEVERAGES (Liquor) _____

NAME OF BUSINESS: Bombay Curry

LOCATION OF BUSINESS: 3892 Bloomfield Village Dr. Macon GA 3120

PERSON APPLYING FOR AFFIDAVIT: Mohammad Jewel

TELEPHONE: 4706454824

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!

bombaycurryga@gmail.com



MACON-BIBB COUNTY

Planning & Zoning

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

Zoning Compliance

PERMIT NO:	2022-0045	PERMIT TYPE: PU	DATE OF ISSUE:	01/18/2022
ISSUED TO NAME:	Mohammad Jewel, Bombay Curry Restaurant			
OWNER'S NAME:	SERENA INVESTMENTS INC			
PROPOSED USE:	Commercial, Industrial or Institutional Use			
ADDRESS OF PROPOSED USE:	3810 BLOOMFIELD VILLAGE DR (AKA 3892 Bloomfield Village Dr)			
NEW CONSTRUCTION:	No			
STRUCTURE TYPE:	Existing			
MAP/PARCEL:	M083-0247		ZONING DISTRICT:	C-2—General Commercial District

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate a restaurant in an existing multi-tenant commercial building. No alcohol sales authorized by this permit. No outside storage or sales authorized. No signage authorized by this permit; signage shall require separate zoning permit. Subject to requirements of the Macon-Bibb License Office and all other applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 07/18/2022 THIS PERMIT IS NULL & VOID

APPROVED BY: John Langstaff

NOTICE

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



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **DREAM SAJ CORPORATION** Control Number: **21241491**

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

NAICS Code: **Accommodation and Food Services** NAICS Sub Code: **Full-Service Restaurants**

Principal Office Address: **3892 BLOOMFIELD VILLAGE DRIVE, MACON, GA, 31206, USA** Date of Formation / Registration Date: **9/10/2021**

State of Formation: **Georgia** Last Annual Registration Year: **2026**

REGISTERED AGENT INFORMATION

Registered Agent Name: **MOHAMMAD JEWEL**

Physical Address: **3892 BLOOMFIELD VILLAGE DRIVE, MACON, GA, 31206, USA**

County: **Bibb**

OFFICER INFORMATION

Name	Title	Business Address
MOHAMMAD JEWEL	CEO	3892 BLOOMFIELD VILLAGE DRIVE, MACON, GA, 31206, USA
MOHAMMAD JEWEL	CFO	3892, BLOOMFIELD VILLAGE DRIVE, MACON, GA, 31206, USA
MOHAMMAD JEWEL	Secretary	3892, BLOOMFIELD VILLAGE DRIVE, MACON, GA, 31206, USA

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

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

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[Report a Problem?](#)

Ownership Disclosure Form

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

Business:

Trade Name: Bombay Curry Name of Corporation: Dream SAJ Corporation

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

Individual:

Name and Title: Mohammad Jewel (owner) Telephone Number: 470645 4824

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

Residential Street Address: 1201 Fieldgate Rd- Lawrenceville GA 30044

Mailing Address: 3892 Bloomfield Village Dr. Union GA 31206
P.O. Box Not Allowed (City State Zip)
 (City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

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



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

Alcohol Handler's Beverage License Application Renewal

APPLICANT

First Name: Mohammad Last Name: Jewel
Home Address: 3003 Chamber's Cove Dr City: Macon State: GA Zip: 31206
Home Phone #: 470 645 4824 Email: bombaycurryga@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 3892 Bloomfield Village Dr City: Macon State: GA Zip: 31206
☐ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
☐ You must complete the following only if you are NOT a United States Citizen:
(S.A.V.E) Systematic Alien Verification For Entitlements affidavit, and provide a copy of:
(SVD) Secure and Verifiable Document (see list attached)
☐ A current Color (passport size) photographs of applicant.
☐ \$25 cash, money order, cashier's check, or personal check payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

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

Jewel
Applicant's Signature

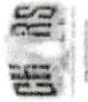
12/9/2024
Date

I hereby certify that Mohammad Jewel 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 DEC, 2024
[Signature]
NOTARY PUBLIC

12/14/2025
MY COMMISSION EXPIRES





Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

MOHAMMAD JEWEL

Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-01-10

Serial No.

cert_5b52jnbq





Mohammad Jewel



AH001322

ALCOHOL HANDLER

EXP: 12/31/2025



FICKLING & COMPANY INC., REALTORS
REAL ESTATE SALES, RENTALS, COMMERCIAL
LEASES, AND DEVELOPMENT
577 MULBERRY STREET
MACON, GEORGIA 31201



Lease for Space in Strip Shopping Center .

GEORGIA...BIBB...COUNTY

1. **PARTIES:** This INDENTURE OF LEASE made and entered this 1st day of OCTOBER, 2021 by and between Serena Investment, Inc. hereinafter called "Lessor"; and Mohammad Jewel and Shorab Khan hereinafter called "Lessee 1 & 2" correspondingly.
2. **PREMISES:** WITNESSETH: That Lessee has this day rented from Lessor and Lessor has rented to Lessee the following described premises in Bibb County, Georgia,

Existing retail space comprising approximately 3,300 square feet and known as 3888, 3892, 3896 Eisenhower Parkway, Macon, Georgia.
3. **TERM:** A term of Five (5) years commencing October 1, 2021 and ending September 30, 2026 to be used for no other purpose than a restaurant.
4. **BASE RENTAL:** Lessee agrees to pay a base rental of Four Thousand (\$4,000.00) per month in advance, beginning October 1, 2021 and continuing for six (6) months' until and including March 31, 2022. Beginning April 1, 2022 base rent will increase to Four Thousand Five Hundred (\$4,500.00) per month until and including September 30, 2022. Beginning October 1, 2022 base rent will increase to Five Thousand (\$5,000.00) per month until and including September 30, 2026.
- 4-A. Tenant reserves the right to extend the Lease for Two (2) additional Five (5) year period upon 90 days written notice prior to the lease ending date to Landlord. Annual rent for the first year of such renewal period shall start at \$100 more than the then current annual rent and shall increase by \$100 per month on the annual anniversary of each lease year of the renewal period; thus being the monthly rent for the Final month of the 10-year period will be Six Thousand Dollars (\$6,000).
5. **ADDITIONAL RENTAL:** See Exhibit(s) A which are attached and by reference hereto are made a part hereof.
6. **ACCEPTANCE OF PREMISES:** Lessee hereby acknowledges that he has inspected the demised premises and that they are in satisfactory condition and that no representation or warranty as to the condition of the premises has been made to him by Lessor, his agent or employee, or by any other person. Lessor makes no warranty whatsoever as to the present condition of the premises.
7. **REPAIRS BY LESSOR:** Lessor covenants and agrees at his expense to make structural repairs to the exterior of any building which comprises all or a portion of the demised premises, or of which the demised premises are a part, including structural repairs to the foundation, sub-flooring, roof, and exterior walls; to keep the roof in good repair, (whether or not the repairs be structural); to keep in good operating condition those portions of such electrical, water, and other utility lines now serving such building that lie outside of the exterior walls of said building; and to keep in good repair any paved parking area now in the demised provided, however, that no obligation of Lessor to repair shall arise until 48 hours after Lessee has notified Lessor in writing of the need for such repairs. Nothing contained herein shall be construed as obligating Lessor to repair or replace any glass or plate glass whatsoever or to repair any defects in existence on the date of this lease. In the event that Lessee constructs or erects any improvements on the demised premises, Lessor shall have no obligation whatsoever to repair, maintain, or replace the same.
8. **CLEANING AND REPAIRS BY LESSEE:** Lessee agrees at his expense, to keep clean and in good order and repair all parts and portions of the demised premises excluding only such repairs as Lessor is specifically obligated to make hereunder. Lessee's

obligation to repair shall include the obligation to maintain, service, and replace. Without limiting the generality of the foregoing in any way, Lessee expressly agrees that such obligation to repair, maintain, service, and replace shall extend to all heating, electrical, air conditioning, sprinkling systems, plumbing fixtures and sewerage pipes, being responsible for all damages to the property of Lessor's other Lessees in said building caused by the overflow or breakage of any pipes in said premises during the term of this lease, to all elevators, to all exterior and/or interior doors, all door closers, and frames, and to all mechanical equipment of any nature located upon the demised premises, and that his obligation to keep in good order and repair shall include all necessary painting. Lessee's obligation to repair shall include any heating and air conditioning system, or portion thereof, which is designed primarily to serve the demised premises, even though located outside of the demised premises.

9. **APPROVAL OF ALTERATIONS:** Lessee shall have no right to alter, remodel, or improve the interior or exterior of the premises in any way without first obtaining the written consent of Lessor.
10. **TERMITES, RODENTS, AND PESTS:** Lessor shall, at his expense, keep the demised premises free from termites, powder post beetles, and similar wood destroying insects. Lessee shall at his expense keep the demised premises free from all other insects, rodents, and pests.
11. **DAMAGE CAUSED BY FAULT OF LESSEE:** Anything to the contrary notwithstanding and without in any way limiting Lessee's legal liability, Lessee shall be fully liable for any damages caused by his own negligence or fault or that of his agents, employees, customers, or invitees, even though Lessor would otherwise be required to repair the same.
12. **RELEASE AND INDEMNITY:** Lessee hereby releases Lessor and Fickling & Company Inc., and the officers, agents and employees of either from any and all liability for injury or damage to his person or property arising from any cause whatsoever on or about the demised premises or on or about the Lessor's property of which the demised premises are a part. Lessee hereby agrees to indemnify and hold harmless Lessor, and Fickling & Company Inc. Inc. and the officers, agents and employees of either, from and against any and all liability for damage to person or property of any person whatsoever arising on the demised premises or from Lessee's use of the premises or caused by the negligence or intentional fault of Lessee, its officers, agents, servants, customers or invitees. Anything to the contrary herein notwithstanding, this paragraph shall not indemnify or hold harmless the promisee or indemnitee against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the promisee, his agents, or employees or indemnitee. This paragraph shall also be inapplicable to the extent any injury or damage is caused by the intentional fault of the promisee or indemnitee. The provisions of this paragraph shall control any provision in this lease which would otherwise require Lessor to repair any damage.
13. **SURRENDER OF PREMISES:** At the end of the term, Lessee shall surrender the demised premises in as good condition as they are now excepting only fair wear and tear, and such defects as Lessor is expressly obligated hereunder to repair. All alterations and improvements, except trade fixtures put in at Lessee's expense, shall be surrendered with the premises.
14. **CASUALTY, CAUSES BEYOND LESSOR'S CONTROL AND EMINENT DOMAIN:** In the event that the demised premises or the building in which they are located are damaged or destroyed; or Lessor is prevented by any cause beyond his control not specifically mentioned herein from giving possession of all or a portion of the demised premises for all or any portion of the term, this lease shall remain in full force and effect. In such event the rent shall be reduced in proportion to the interference with Lessee's use occasioned thereby, but Lessor shall not be liable for any damages occasioned thereby. In the event of any such damage or destruction, Lessor shall restore the premises and/or the building within a reasonable time or may, at its option, cancel this lease if, in Lessor's reasonable estimation, the results of such damage or destruction cannot be materially restored within 90 days of the occurrence of the same. Lessor must exercise its option to cancel by written notice to Lessee given within 90 days of the occurrence of such damage or destruction. In the event that all of the demised premises or the building or such portion thereof as renders them worthless or substantially worthless for the uses permitted hereunder, is taken through exercise of the power of eminent domain or sold to the possessor of such power under threat of its exercise, this lease shall terminate. If any lesser portion is so taken or sold, the rent shall be reduced in proportion to the interference with Lessee's use occasioned thereby.
15. **UTILITIES, TAXES AND GARBAGE:** Lessee shall pay all bills for electricity, water, heat, gas, power, garbage collection, any other utility, and television cable service which may be incurred in the use of the demised premises. Lessor shall pay all ad valorem taxes assessed against the demised premises, except that Lessee shall pay such taxes to the extent that they are attributable to alterations or improvements by Lessee.
16. **COMPLIANCE WITH LAW AND INSURANCE REQUIREMENTS:** Lessee shall comply with all laws, ordinances, rules, and regulations of all governments and all governmental agencies. Lessee agrees not to have the premises unoccupied nor commit or permit any act which will vitiate the fire and/or other casualty insurance on the premises or increase the rate.

17. **ENTRY BY LESSOR:** Lessee shall have full control and possession of the premises; however, Lessor shall have the right to enter at reasonable times to inspect the premises and make repairs including the right to make repairs and replacements which the Lessee is obligated to make and to charge the cost to the Lessee.
18. **SIGNS:** Lessor hereby reserves all advertising and sign privileges on the roof of any building comprising all or a portion of the demised premises or of which the demised premises are a part. Lessee shall have no right to install any sign on any portion of the demised premises, unless the written approval of Lessor be first obtained. Any sign installed by Lessee must be maintained in good condition throughout the term of this lease. Lessor shall have the privilege of carding the premises "For Lease" or "For Sale" at any time within 90 days previous to the expiration of this lease and the right during said time to exhibit and show the premises during reasonable hours or upon six hours notice to Lessee.
19. **NATURE OF LEASE:** Regardless of the length of the term hereof, this agreement shall create the relationship of Lessor and Lessee; no estate shall pass out of Lessor; Lessee has only a usufruct, which is not subject to levy and sale and is not assignable by Lessee, except as expressly set forth in the next paragraph hereof.
20. **LEASE NON-ASSIGNABLE:** Lessee has no right or power to assign, mortgage, or pledge this lease, or to sublet the whole or any part of the premises for all or any part of the term hereof, or to place any Lessee, sub-Lessee, or licensee upon said premises without first obtaining the written consent of Lessor.
21. **LESSEE HOLDING OVER:** If Lessee remains in possession of the demised premises after the expiration of the term hereof with the acquiescence of Lessor and without any distinct agreement between the parties, Lessee shall be a Lessee at sufferance and there shall be no renewal of this lease by operation of law.
22. **WAIVER OF HOMESTEAD:** Lessee hereby waives all right to the benefit of any and all homestead or exemption laws and conveys and assigns to Lessor or his assigns a sufficient amount of such homestead or exemption as may be allowed in the event of bankruptcy to pay all sums and damages owed hereunder by Lessee to Lessor, and Lessee hereby directs the trustee in bankruptcy to deliver to Lessor a sufficient amount of any property or money claimed as exempt to pay such amounts and damages in full.
23. **DEFAULT AND REMEDIES:**
 - A. If Lessee:
 1. shall fail to pay any rent on or before the due date (specifically including any additional rentals specified herein) or
 2. shall make an assignment for the benefit of his creditors, or
 3. shall be adjudged as bankrupt by any court, voluntarily, or involuntarily, or
 4. have a receiver or trustee appointed to take charge of custody of all or any portion of Lessee's property, voluntarily or involuntarily, or
 5. shall assign, mortgage or encumber this lease or sublet the whole or any part of the demised premises in violation of the terms of this lease, or
 6. shall vacate or fail to occupy the premises for more than thirty (30) days, or
 7. shall fail to perform or observe any other covenant, agreement, or requirement of this lease not previously mentioned in this paragraph and such failure continue for 20 days after written notice is given by Lessor to Lessee.

Lessor shall have the right, at his option, to declare the rental payments (including any additional rentals) for the entire term of this lease to be immediately due and payable and/or immediately repossess the premises and remove therefrom Lessee, his agents, employees, servants, licensees, and other persons and any and all property, with or without legal process, and/or to relet the premises for the account of Lessee, charging the Lessee for the difference between the rent specified in this lease over the amount of rental that can be obtained through reasonable diligence by such reletting and/or to declare this lease void. No action taken by Lessor in the event of default shall relieve Lessee from his obligation to pay rent as specified in this lease agreement.

B. In the event of any default by Lessee, calculations of the damages payable to Lessor shall not be limited to the fixed rental specified herein but shall also be calculated on the amount of any additional rental specified herein that would have been payable to Lessor if any business permitted under the terms of this lease had been operated with reasonable diligence from the premises.

C. In the event of any default by the Lessee, Lessee shall pay to Lessor, in addition to all other damages, a sum equal to 15% of such other damages as a reasonable attorneys' fee.

D. All remedies specified herein are in addition to any and all others authorized by law or in equity.

24. **NOTICES:** Whenever any notice, request, or demand is required or permitted under this lease, the same shall be in writing and may be served by depositing the same postpaid in the United States Mail, to be sent, at the election of sender, by either first class or certified mail, and addressed to the Lessor, c/o Fickling & Company Inc., P. O. Box 310, Macon, Georgia 31298 or the Lessee at the following address:

or at such other address that either party may hereafter furnish to the other in writing to be used as the address under this section.

25. **EFFECT OF TITLES:** The titles placed on this lease are for convenience only and shall be disregarded in construing this lease.
26. **SUCCESSORS:** The agreement shall be binding upon and inure to the benefit of the parties hereto and their respective executors, administrators, heirs, devisees, legatees, next-of-kin, successors and assigns, provided, however that the provisions of the paragraph entitled "Lease Non-Assignable" shall control this paragraph, and Fickling & Company Inc., its successors and assigns shall be a third party beneficiary hereof.
27. **AGENCY AND AGENTS' COMPENSATION:** FICKLING & COMPANY INC. HAS ACTED AS AGENT FOR THE LESSOR IN THIS TRANSACTION AND IS TO BE PAID A COMMISSION BY LESSOR. FICKLING & COMPANY INC. HAS NOT ACTED AS AGENT IN THIS TRANSACTION FOR THE LESSEE.

Lessor hereby irrevocably appoints Fickling & Company Inc. its agent under this lease and directs that all rental hereunder to be paid to it. At the discretion of Fickling & Company Inc., any and/or all escrowed funds may or may not be placed in an interest bearing account. Any interest earned on such funds and/or account is to be credited to the Broker in order to perform all of Lessor's obligations hereunder at Lessor's expense. Lessor releases Fickling & Company Inc., its officers and agents, from liability for an act or omission taken by it as such agent unless taken in bad faith.

Lessor agrees to pay Fickling & Company Inc. on the first day of the term a procurement fee as follows:

- (i) If the Term is less than one (1) year, the procurement fee will be equivalent to one-half the first month's base rental (and an additional one-half of the twelfth month's base rental if the lease remains in effect to that time); (ii) If the term is equal to or more than one (1) year but less than three (3) years, the procurement fee will be equivalent to the first full month's base rental. (iii) If the term is equal to three (3) years but less than five (5) years the procurement fee will be equivalent to one and one-half (1 1/2) times the first month's rental, (iv) If the term is equal to or greater than five (5) years the procurement fee will be two times the first month's rental. On renewals the procurement fee will be one-half (1/2) month's rental for leases up to three (3) years and one (1) month's rental for three (3) years or longer. If the base rent varies during the term, the procurement fee will be calculated on the average base rental.

Lessor further agrees to pay to Fickling & Company Inc. on the first day of each month during the term and any renewals, a rental commission equal to 6% of the total monthly rental (including base rental and additional rentals). Lessor and Lessee agree that the agency of Fickling & Company Inc. is coupled with an interest and that Fickling & Company Inc. is a third party beneficiary of this contract and may bring suit in its own name and that no modification or termination of the lease shall adversely affect its right hereunder unless made with its written consent or unless occurring pursuant to paragraph II hereof. If the lease is terminated solely because of the fault of the Lessee, Lessor shall be relieved of liability for Fickling & Company Inc.'s commission and Lessee shall be liable for the same. In the event that Lessee acquires title to the Premises, or any part thereof, or any other premises as an expansion of, addition to, or substitution for, the Premises, at any time during the term of this Lease, any renewals thereof, or within six months after the expiration of the term hereof or the extended term hereof, then Lessor shall pay Agent a commission on the sale of the Premises in lieu of any further commissions which otherwise would have been due under this Lease. Such commission, as negotiated between parties, is to be N/A.

Lessor shall be personally liable (even though its liability hereunder may otherwise be limited) to Fickling & Company for the payment of its commission and shall remain liable even though he sells the property, and in addition any future owner shall be

liable for the same. In the event that Lessor and Lessee or the successor of either or both extend this lease or enter into a new or renewal lease at the expiration of this lease that includes all or any part of the demised Premises, Fickling & Company Inc. shall be deemed the procuring cause of the same and the Lessor thereunder shall pay to Fickling & Company Inc. its procurement fee and rental commission and this paragraph (24) shall be deemed to be incorporated into such extension, new or renewal lease.

28. **COMMON AREAS:**

A. The common areas are those areas in the Shopping Center intended for the non-exclusive use of the Lessees in the Shopping Center and their agents, employees, customers and invitees and such other persons as Lessor may designate. Lessor shall be responsible for maintaining, cleaning and repairing the common area and the lighting of them during reasonable business hours.

B. So long as Lessee is not in default hereunder, Lessee shall be entitled to the use of the common areas in common with other Lessees of the Shopping Center and their respective employees, agents, customers and invitees. Lessee shall neither encumber nor obstruct the sidewalks or other common area adjoining the Premises nor allow the same to be obstructed in any manner, including, but not limited to, the use of same for displays, portable signs, advertising or the sale of merchandise. Also Lessee agrees that its use of the common areas of the Shopping Center will be in accordance with such rules and regulations as may be promulgated by the Lessor from time to time.

C. Unless the effect thereof is to deprive Lessee of access to a public street or to reduce (other than during the construction period) the number of parking spaces (including those located in any expansion of the common areas) below the number then approved by the Macon-Bibb County Planning and Zoning Commission or its successor, Lessor shall have the right

(1) To alter, change the location of, close or erect improvements on, any portion of the common areas, and/or

(2) To expand the Shopping Center (either by adding improvements within its existing boundaries or by expanding it onto contiguous property) and to grant to the Lessees in the expanded portion the right for themselves and their employees, agents, customers and invitees to use the common areas.

29. **LESSEE LIABILITY INSURANCE:** Lessee agrees to maintain public liability insurance with a single limit of not less than \$1,000,000.00 with a company approved by Lessor. Such insurance shall be written in such form as to protect Lessor, Lessee, Fickling Management Services, LLC, and their officers, agents and employees, from liability and to name them as additional insured and as to require ten days written notice to Lessor before cancellation, change of any party protected therein, or non-renewal. Lessee shall furnish to Lessor upon demand, and from time to time, certificates evidencing the existence of such insurance and/or copies of the policies.

30. **INABILITY TO DELIVER:** If for any reason whatsoever, whether or not attributable to the fault of the Lessor, Lessor is unable to deliver possession of the demised premises to the Lessee at the commencement of the term of this lease, Lessor shall not be liable Lessee in any way for damages and this lease shall not terminate; however, Lessee shall have no obligation to pay rent hereunder until possession of the demised premises is delivered to Lessee, and the term of this lease shall be deemed to be postponed, by postponing the beginning and ending dates of the term and any renewal terms by an amount of time equal to such delay in delivering possession.

31. **BUSINESS HOURS:** Lessee agrees to maintain minimum business hours from _____ a.m. to _____ p.m., _____ days per week (Monday through _____, which minimum business hours may be reduced, increased, or modified by rules and regulations reasonably imposed by Lessor. Lessee shall further use the Premises in accordance with the Rules and Regulations from time to time adopted by Lessor and in such manner as will not interfere with or infringe on the rights of other Lessees in the Shopping Center. Lessee shall not use or occupy the Premises in violation of any law, ordinance, regulation or other governmental directives having jurisdiction thereof. During the term hereof, Lessee shall be in continuous use, occupancy and operation of the entire Premises and shall not vacate or abandon the same.

32. **SECURITY DEPOSIT:** Lessee has deposited with the Lessor the sum of \$ N/A to be held by Fickling & Company, without liability for interest as security for the faithful performance of Lessee of all of the terms, covenants and conditions of this lease. Should any rent or any other amount due Lessor hereunder be overdue and unpaid, then Lessor may, at its option, appropriate and apply all or a portion of said deposit to the payment of any overdue rent or other amount. Lessee shall, upon written demand of Lessor, forthwith remit to Lessor a sufficient amount in cash to restore said security deposit to its original sum, at any time Lessor makes such appropriation.

33. **RULES AND REGULATIONS:** Lessee shall observe faithfully and comply strictly with the Rules and Regulations as Lessor

may from time reasonably adopt for the safety, care and cleanliness of the Shopping Center or the preservation of good order therein. Lessor shall not be liable to Lessee for any violation of the Rules and Regulations, or for the breach of any covenant or condition in any lease, by any other Lessee in the building or Shopping Center.

34. **LATE CHARGES:** If the rent payable for any month is paid and accepted after the tenth day of the month, a late charge fee of 10% will be due, one-half of which shall be retained by Fickling & Company Inc.
35. **SUBORDINATION AND ESTOPPEL CERTIFICATES:** Lessee agrees to subordinate this lease to the operation and effect of any security deed or similar instrument which may now or hereafter exist on all or any portion of the Shopping Center, provided that any such subordination agreement provides that the holder and any purchaser (including holder) at any form of foreclosure sale or by deed in lieu of foreclosure will recognize Lessee as its Lessee and not disturb Lessee's quiet possession of the premises. Lessee further agrees to execute such certificates relating to the form or status of the lease as any such holder may reasonably request.
36. **ATTORNMEN:** In the event that title to the Shopping Center and/or the demised premises is acquired by any other person. Lessee agrees to attorn to, and recognize as Lessor, any such successor in title and to execute any document which may be proper to evidence the same.
37. **LIMITATION ON LESSOR'S LIABILITY:** It is understood and agreed that Lessor shall have no personal liability in respect to any of the covenants, conditions or provisions of this lease; in the event of a breach or default by Lessor of any of its obligations under this lease. Lessee shall look solely to the equity of the Lessor in the Shopping Center.
38. **IMPROVEMENTS BY LESSOR:** ~~Lessor agrees at its expense to make the improvements to the demised premises shown on Exhibits _____ which are attached hereto.~~
39. **SPECIAL STIPULATIONS:**
The following special stipulations are a part of this lease and in the event of conflict, their terms shall control any provision set forth in the printed portion of the lease.
- 1) Lessee will have the first two months of the lease up to November 30, 2021 at no charge. October, 2021 and November 2021 will be rent at no charge and rent will begin December 1, 2021 per section 4 of the lease.
 - 2) This Lease, regardless of any acceptance by any parties, will be enforceable only if the following items have no defect and need no repairs by October 1, 2021. The items are as follows: Load-bearing floor to ceiling interior walls, Load-bearing exterior walls, joists, support beams and support columns or the parts of the premises that support the weight of the building, the entirety of the roof structure and the lack of any water leak from roof, and any and all other brick structure in the premises. This lease, regardless of any signatures or acceptances by any parties, will be null and void if any structural repairs are not completed and still need to be done for the above-mentioned items on October 1, 2021.

IN WITNESS WHEREOF the parties hereto have set their hands and affixed their seals the day and year first above written.

Serena Investments, Inc.
Rafiq Khoja

Lessor Rafiq Khoja
Date: 10-1-21

Mohammad Jewel - Lessee

Lessee Mohammad Jewel
Date: 10-1-21

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: 1/3/2025

Business Name: Bombay Curry

I hereby certify that Mohammad Jewel (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 03 day of February, 20 25

Garmin Boney
Notary Public



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: 1/3/2025

(If different from Agent)

Title: Owner

Business Name: Bombay Curry

I hereby certify that Mohammad Jewel (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 03 day of February, 20 25

Garmin Boney
Notary Public



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name:

Bombay Curry

Business Address:

3892 Bloomfield Village Dr Macon GA 31206

Instructions:

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

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

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

Definitions:

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

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

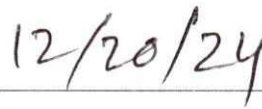
☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.

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

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



Applicant/Agent Signature



Date

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

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

Business Name: Bombay Curry

Business Address: 3892 Bloomfield Village Dr. Macon GA 31206

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

Code Enforcement Department Designee

Date

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

Applicant/Agent Signature

Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

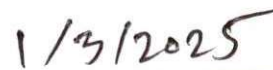
Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.



Signature



Print Name



Date



Alcohol License Questionnaire

Name of Business: Bombay Curry
 Owner's Name: Mohammad Jewel
 Address: 3892 Bloomfield Village Dr.
Macon GA-31206

1. Do you own or are you leasing your business location? ☐ Own ☒ Lease
2. If you purchased the building, what was the final sale price as reflected in public records? \$ _____
3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?
 Please circle one: ☐ Relation, see below ☒ No Relation

4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ No
5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☒ No
6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☒ No
7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☐ Yes ☒ No

Jewel

Signature

Mohammad Jewel

Print Name

1/3/2025

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:

Bombay Curry

Business Address:

3892 Bloomfield Village Dr. Macon GA 31206

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

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


Applicant/Agent Signature

12/20/24
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

*Bibb
Outlier*

Macon-Bibb County Certificate of Good Standing

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

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

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

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

Jewel Mohammad Jewel
Print and Sign Name

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

Jasmine Barnes
Notary Public
My commission expires: 03.11.2025



Property Owner

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Rafiq Khajja (Owner) Property

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

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

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

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

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

[Signature]
Print and Sign Name Rafiq Khajja

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

[Signature]
Notary Public
My commission expires:



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: Mohammad Jewel – Fingerprints Completed 02/20/2025

Business Name: Dream Saj Corporation DBA Bombay Curry Restaurant

Business Address: 3892 Bloomfield Village Drive, Macon, GA 31206

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 _____ Sheriff, Macon-Bibb County, Georgia	3/13/2025 _____ 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 4/9/2025 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist



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.

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

BUSINESS

Federal Tax ID #: 99-3221694 State Tax ID#: _____
 Business Name: MACON MERCER 3737 LLC Corporate and Trade Name: MACON MERCER 3737 LLC
 Local Business Address: 3737 MECER University DR. MACON GA 31204
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 3737 MERCER University DR. Macon GA 31204
(City State Zip)
 Local Business Phone #: 770.558.5041 Email Address: MACONMERCER3737LLC@gmail.com
 Contact Person: Muhammad Khan Contact Phone #: 770.558.5041

AGENT

Agent's Name: Muhammad Khan Agent's Title: owner
 Date of Birth: _____ Social Security Number: _____
 Home Address: 312 Emily MAYGAN DR. City: WARNER Robins State: GA Zip: 31088
 Home Phone #: 770.558.5041 Email: MACONMERCER3737LLC@gmail.com
 Mailing Address: 312 Emily MAYGAN DR. City: WARNER Robins State: GA Zip: 31088

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 From

I hereby give consent for the _____ conduct an inquiry and receive
 _____ Criminal Justice Agency
 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. I further authorize the B.C.S.O. to relay that information to Requesting Entity:
 _____ via:

US Mail _____ In-Person Pick-Up _____ Encrypted Email Address: _____

Full Name (Print):	Muhammad Khalil Khan		
Address	312 Emily Maygan Dr. WARNER Robins GA		
Sex	Race	Date of Birth	Social Security Number
Male	Asian		

This authorization is valid for _____ days from date of signature.

I, Muhammad Khalil Khan give consent to the above named entity to perform
 periodic criminal history background checks for the duration of my employment.

M. Khalil Khan 3.21.2025
 Signature Date

Attorney for Individual (Purpose Codes E and U Only) Bar Number _____ Date _____

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

Purpose Code used: (Check all that apply)

☐	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
☐	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
☐	Civilian Criminal Justice (J)- State and Ill Info Received
☐	Sworn Criminal Justice Employment (Z) - State and Ill Info received

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: MACON MERCER 3737 LLC

Printed Name of Applicant: Muhammad K Khan

*Signature of Applicant: M. Khalid K.

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 12 DAY OF Sept., 2024.

Jasmine Barner
 NOTARY PUBLIC

03.11.2025
 MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: **Muhammad Khan**
PROPOSED LICENSE: **BEER AND WINE PACKAGED TO GO**
BUSINESS LOCATION: **3737 Mercer University Drive, Macon GA 31206**
BUSINESS NAME: **Macon Mercer 3737, 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 continue 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: 3/19/25

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

5,450' — Macon Mercer 3737 LLC
#3737 Mercer University Drive
SCHOOL GROUND property line

5,650' — Veterans Elementary
SCHOOL BUILDING

3,150' — Veterans Elementary
COLLEGE CAMPUS property line

16,350' — Central Georgia Technical College
ALCOHOLIC TREATMENT CENTER building

1,650' — River Edge - Fulton Mill Road
PUBLIC LIBRARY or BRANCH building

5,100' — Library Annex - Macon Mall
MACON-BIBB COUNTY HOUSING AUTHORITY property

3,250' — Anthony Homes
CHURCH (building)

3,000' — Bloomfield Baptist Church
CHURCH GROUNDS

10,450' — Bloomfield Baptist Church
M-B COUNTY RECREATION CENTER property

N/A — Frank Johnson Recreation Center
Vice Mart - Small Box Retail Store - Small Box Discount store (2500')

Applicant self-identifies as a:
"Gas Station"

OK!

Paul J. Hoinowski

March 19, 2025

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	Cols	Depth
144731	640854	Print Legal Ad-IPL02201440 - IPL0220144		1	29 L

Attention: Muhammad Khan

Muhammad Khan
3737 Mercer university drive
Macon, GA 31204

Maconmercerc3737llc@gmail.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 February 9, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Macon Mercer 3737 LLC, d/b/a Macon Mercer 3737 LLC, 3737 Mercer university drive Macon GA 31204. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This February 2, 2025. Muhammad Khan, Applicant
IPL0220144
Mar 2,9 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:
03/02/25, 03/09/25

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.

Mary Castro

Sworn to and subscribed before me this 10th day of March in the year of 2025

Amy Robbins

Notary Public in and for the state of South Carolina,
residing in Beaufort County



AMY L. ROBBINS
NOTARY PUBLIC
SOUTH CAROLINA

MY COMMISSION EXPIRES 11-03-32

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



ZONING COMPLIANCE

PERMIT NO: ZC-2024-2115	PERMIT TYPE: Permitted Use	DATE ISSUED: 08/12/2024
PARCEL NO: M0840212	ZONING DISTRICT: C-2	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Muhammad Khan Macon Mercer 3737 LLC	
PROPOSED USE:	Change of ownership c-store	
ADDRESS OF PROPOSED USE:	3737 MERCER UNIVERSITY DR	
PROPERTY OWNER'S NAME:	RAHMAN SHEIKH	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

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

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 08/12/2025

APPROVED BY: John Langstaff

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

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

MACON MERCER 3737 LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **05/24/2024** 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 **05/28/2024**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 5/24/2024 11:35:43 AM

BUSINESS INFORMATION

CONTROL NUMBER 24104324
BUSINESS NAME MACON MERCER 3737 LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 05/24/2024

PRINCIPAL OFFICE ADDRESS

ADDRESS 3737 MERCER UNIVERSITY DR, MACON, GA, 31204, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
MUHAMMAD KHAN	3737 MERCER UNIVERSITY DR, MACON, GA, 31204, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
MUHAMMAD KHAN	ORGANIZER	312 EMILY MAYGAN DR, WARNER ROBINS, GA, 31088, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE MUHAMMAD KHAN
AUTHORIZER TITLE Organizer



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	MACON MERCER 3737 LLC	Control Number:	24104324
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Owes Current Year AR
NAICS Code:	Retail Trade	NAICS Sub Code:	Gasoline Stations with Convenience Stores
Principal Office Address:	3737 MERCER UNIVERSITY DR, MACON, GA, 31204, USA	Date of Formation / Registration Date:	5/24/2024
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **MUHAMMAD KHAN**
Physical Address: **3737 MERCER UNIVERSITY DR, MACON, GA, 31204, USA**
County: **Bibb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

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

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[Report a Problem?](#)

Ownership Disclosure Form

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

Business:

Trade Name: Macan Mercor 3137 LLC Name of Corporation: Macan Mercor 3137 LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: None

Individual:

Name and Title: Muhammad Khem ^{owner} Telephone Number: 770.558.5041

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

Residential Street Address: 312 Emily Maygan Dr. WARNER Robins GA 31088
P.O. Box Not Allowed (City State Zip)

Mailing Address: 312 Emily Maygan Dr. WARNER Robins GA 31088
(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(s): 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: Muhammad K Last Name: Khan
Home Address: 312 Emily MAYGAN DR. City: WARNER Robins State: GA Zip: 31204
Home Phone #: 770-558-5041 Email: MACONMERCER3737LLC@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 312 Emily, MAYGAN DR. City: WARNER Robins 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.

M. Khan
Applicant's Signature

Date

I hereby certify that Muhammad K Khan 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 24 day of Sept., 20 24.

JNB
Notary Public

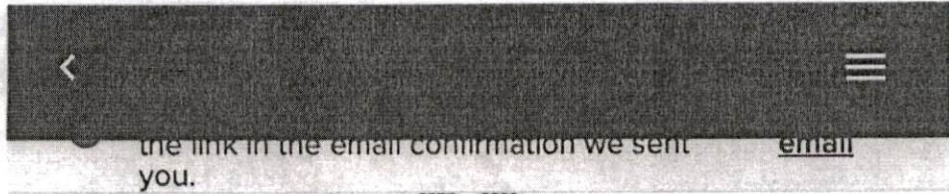


03.11.2025
My Commission Expires

12:24

5G%

< artraining.teachable.com >



the link in the email confirmation we sent [email](#)
you.



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

MUHAMMAD KHAN

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2022-12-28

erial No.

ert_yr421f4p



iload





Muhammad Khan



AH001371

ALCOHOL HANDLER

EXP: 12/31/2025

Commercial Lease

COMMERCIAL REAL ESTATE LEASE CONTRACT (Triple Net with No Option to Purchase)

THIS COMMERCIAL REAL ESTATE LEASE CONTRACT

(hereinafter referred to as "Lease"), made effective the 1st day of SEPTEMBER, 2024, by and between **Bibb Properties 24 LLC (Muhammad Khan)** (hereinafter referenced as "Landlord") and **Macon Mercer 3737 LLC** (hereinafter referenced as "Tenant").

WITNESSETH:

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

1. Premises. Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the convenience store portion of the property and improvements located at **3737 Mercer University Drive Macon GA 31204** (the "Premises").

2. Term of Lease. The Term of this Lease shall commence on the 1st day of **jan 2025**, and, unless sooner terminated as hereinafter provided, shall expire on the 31st day of August 2028 (the "Initial Term"). Provided Tenant is not in default under this Lease, Tenant shall have two (2) option to renew this Lease for an additional 3 years each, on the same terms as contained herein (the "Renewal Term(s)", the Initial Term and Renewal Term(s) are hereinafter collectively referenced as the "Term") by providing prior written notice to Landlord of Tenant's election to extend this Lease not less than three (3) months, nor more than six (6) months from the expiration date of the then current term.

3. Rental and Late Fees.

3.1 Rental. Tenant agrees to pay Landlord, by payments at Landlord's office, or at any other address as designated by Landlord in writing to Tenant, promptly on the first (1st) day of each month, in advance, during the Term and any Renewal Term(s), rent in the amount as follows:

Commercial Lease

a) c) d)

SEPTEMBER 1st 2024 – DECEMBER 31st, 2028 16000/ MONTH THEN
18000/MONTH NEXT TERM/ Next term 21000/month

3.3 Late Fees. Landlord has no obligation to accept from Tenant any late rental payments or additional rent consisting of all other sums, amounts, liabilities and obligations which Tenant herein assumes or agrees to pay (whether designated rental, additional rent, costs, expenses, damages, losses or otherwise) as hereinafter provided (all of which are hereinafter called "Amounts Due"). Tenant agrees to pay Landlord, promptly at the times and in the manner herein specified, all Amounts Due, without deduction, setoff, abatement, counterclaim or defense. If any Amount Due is not received by Landlord on or before three (3) days following the date on which it is due, Tenant shall pay Landlord a late charge equal to five percent (5%) of the amount of such past due payment, notwithstanding the date on which such payment is actually paid to Landlord. Any Amount Due payable to Landlord by Tenant shall be paid via cash or certified funds/money order, payable to Landlord at the above address, or at such other place(s) as Landlord may from time to time designate in writing. Failure for Tenant to pay any Amounts Due on or before the due date constitutes a default hereunder, however, Landlord's election to accept Amounts Due after the due date shall not operate as a waiver or modification of the Amounts Due or payment terms for any subsequent months.

3.4 Insufficient Funds. In the event any payment is returned for insufficient funds, Tenant

Rental Prorations. In the event the commencement date of this Lease is any day other than the first day of a calendar month, the first month's rental shall be prorated.

shall pay an additional amount five percent (5%) of the face amount of the returned instrument, OR \$ 500 whichever is **greater**.

4. Utilities, Common Area Maintenance, Vendors, Taxes and Other Amounts.

Commercial Lease

4.1 Utilities. Tenant shall bear and pay all utility bills, including, but not limited to, water charges, sewer, gas, electricity, fuel, telephone, light and heat for the leased Premises. Tenant shall also bear and pay all charges for garbage collection services or other sanitary services rendered to leased Premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills, charges for garbage collection or other sanitary services or other amounts due, Landlord may, at Landlord's option, pay same and any such amount and/or expenses paid by Landlord shall be paid by Tenant to Landlord, plus an administrative charge of \$500.00, with the next rental payment due.

4.2 Vendors. Landlord shall have the sole authority to determine which vendors shall be utilized at the Premises for the supply of Coin Operated Amusement Machines and ATM. Tenant is NOT ALLOWED to choose Coin Operated Amusement Machines and/or ATM vendor WITHOUT express written approval from the landlord. Upon request from the Landlord, Tenant shall execute any agreements or documentation that may be requested by the vendors designated by the Landlord. It is acknowledged and agreed that any rebate and/or incentive monies received from any vendor shall be the sole property of Landlord. Any violation or default under any vendor agreement shall also be an event of default hereunder and Tenant will need to vacate the property effective immediately without any further notice from the landlord.

4.3 Taxes. Throughout the Lease Term, Tenant shall pay, along with the rental amount each month, one-twelfth (1/12th) of all Taxes associated with the Premises. "Taxes" means all federal, state, local, governmental, special district and special service area taxes, charges, assessments and any other government charges, surcharges and levies, general and special, ordinary or extraordinary, including business license fees or charges (including interest thereon whenever same may be payable in installments) which Landlord shall pay or be obligated to pay arising out of the use, occupancy, ownership, leasing, management, repair or replacement of the premises, any appurtenance thereto or any property, fixtures or equipment thereon. Taxes exclude any income, transfer, profit, inheritance or franchise tax which may be imposed upon Landlord. Landlord shall estimate Taxes annually and shall reconcile actual Taxes with payments received from Tenant by March 1 of the succeeding year. Should Taxes be underestimated, Tenant shall pay any deficiency with the next payment of Rent and Landlord shall appropriately adjust its estimates. Any excess payments shall be credited against Tenant's next payment of Taxes. It is

Commercial Lease

acknowledged and agreed that Tenant shall be solely responsible for any and all personal property tax and/or sales tax assessed for the business, equipment, improvements, and other personally located upon the Premises.

4.4 Landlord's Premises Insurance. Landlord shall, at all times during the Term of this Lease, procure and maintain in full force and effect an All-Risk Premises Insurance Policy on the Premises, all improvements constructed thereon and any additions or alterations thereto or replacements thereof. Said policy is to contain a Replacement Cost Endorsement, insuring against perils therein specified, in an amount equal to not less than one hundred percent (100%) of the replacement cost of all improvements on the Premises, exclusive of foundation and excavation costs, the proceeds of which shall be payable to Landlord and any designated mortgagee in accordance with their respective interests therein. Tenant shall pay any such expense for said insurance, which shall be paid to Landlord with rent, in equal monthly installments.

5. Security Deposit. As security for Tenant's prompt and full payment of the rent and other amounts, and the faithful and timely performance of all provisions of this Lease, to be performed on Tenant's part, the Tenant has pledged and deposited with Landlord **\$0.00**. It is acknowledged and agreed that Landlord is not establishing a separate account for such security deposit and such deposit may be commingled with other monies of Landlord. Further, Tenant shall not be entitled to interest, if any, on the security deposit. In the event any default shall be made in the performance of any of the covenants on the part of Tenant with respect to any item or matter, Landlord shall have the right, but shall not be obligated, to apply said security deposit to the curing of such default. Any such application by Landlord shall not be a defense to any action by Landlord arising out of said default and shall be in addition to any other remedies available to Landlord as may be provided by law or this Agreement; and, on demand, Tenant shall restore said security deposit to the full amount set forth. On the expiration, or earlier termination, of this Lease, or any extension or renewal thereof, provided Tenant has paid all of the rent herein called for and fully

performed all of the other provisions of this Lease to be performed on its part, the Landlord will return to the Tenant

any then remaining balance of said security deposit.

Commercial Lease

6. Use of Premises. Premises shall be used for a convenience store and the retail sale of gasoline and other petroleum products only. Tenant shall be responsible for all licenses or permits associated with said use. The Premises shall not be used by Tenant for any other purpose unless Landlord agrees in writing to such additional use. Premises shall not be used for any illegal purpose, nor in any manner so as to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant shall not commit or allow any waste or nuisance upon the leased Premises, and shall maintain the Premises in a clean, neat, orderly and attractive condition.

7. Operation of the Premises.

7.1 Restrictions and Guidelines. Tenant shall (1) keep the Premises, buildings, equipment, fixtures, rest rooms, sidewalks, approaches, and driveways in good condition, properly lighted, clean, safe, sanitary, and free of trash, rubbish, and other debris; (2) keep the approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice and snow, at all times; (3) not engage in or permit any improper act or conduct on the Premises detrimental to Tenant, or Landlord, or any member of the public; (4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business; (5) keep the business adequately stocked with petroleum products and inventory normally stocked at a convenience store; (6) keep the business open at least eighteen (18) hours a day, seven days per week; and (7) comply with all requests necessary to keep the existing brand at the location (note, Tenant shall have the right to contract with petroleum product supplier of Tenant's choice).

7.2 Failure to Comply. In the event, Tenant fails to comply with its obligations under this Paragraph 7, Landlord may, in addition to any other rights and remedies available, take such action and/or expend such monies as may be necessary to bring the location into compliance with such guidelines, obligations and any requirements including those regarding cleanliness. In the event Landlord expends any money or resources in this regard, Tenant shall pay to Landlord such money expended and/or the fair market value of the resources expended, plus an administrative charge of 15% of such amount, with the rent payment next due.

Commercial Lease

8. Abandonment of Leased Premises. Tenant agrees not to abandon or vacate the leased Premises during the period of this Lease, and agrees to use said Premises only for purposes herein leased until the expiration or termination hereof. **None of the equipment shall be removed from the Premises.**

9. Repairs and Maintenance.

9.1 Repairs and Maintenance by Tenant. Landlord gives to Tenant exclusive control of Premises and shall be under no obligation to inspect said Premises. Tenant acknowledges that Tenant has had the right to inspect the Premises and any equipment and Tenant accepts the same in their present condition and as suited for the intended use by Tenant "AS IS, WITHOUT WARRANTY". Except as provided in Paragraph 9.2, Tenant shall during the Term, at Tenant's sole cost and expense, maintain in good order and repair the leased Premises, as well as the property the Premises is part and the common areas, and all equipment, fixtures and other improvements located upon the Premises, the property the Premises is part and the common areas, including, but not limited to the parking lot, roof, foundation, canopy, exterior walls, underground utility and sewer pipes. Tenant further agrees to care for the grounds around the building, including the mowing of grass, care of shrubs, general landscaping. Additionally, Tenant shall be responsible for any repairs or maintenance to the pumps, underground storage tanks, and associated equipment. Tenant agrees to return the Premises and all equipment, fixtures and other improvements to Landlord, at the expiration or prior to the termination of this Lease, in as good condition and repair as when first received, natural wear and tear and acts of God excepted. In the event Tenant fails to maintain and repair the Premises or any equipment located thereon within twenty-hours (24) of learning of such maintenance and repair, Landlord shall have the right, at Landlord's option, to maintain and/or repair said Premises or equipment and charge any costs and expenses associated therewith to Tenant.

9.2 Repairs and Maintenance by Landlord. It is acknowledged that the intent of the parties for the Landlord to have **no** duty to repair or maintain any portion of the Premises, the property the Premises is

Commercial Lease

part, any common areas, equipment, fixtures or other improvements located thereon whatsoever.

10. Environmental. Tenant shall comply with all environmental laws, rules and regulations pertaining to the operation of the business on the Premises including all of the requirements pertaining to underground storage

tanks. Further, without limiting the foregoing, Tenant agrees to the following:

(a) Tenant is involved in the sale of petroleum products upon the Premises. Tenant understands

and acknowledges that the leakage of petroleum products from underground tanks and/or other petroleum dispensing equipment is a concern for which Tenant accepts responsibility as the operator of a retail facility. Tenant must take diligent and continual cautions to discover and stop any such leakage through adequate inventory control.

(b) Tenant agrees to notify promptly Landlord of any release or unexplained loss of products. Tenant shall confirm in writing to Landlord any such oral notification within twenty-four (24) hours.

(c) Tenant agrees to retain inventory control compliance records for all underground tanks for a minimum of three (3) years, to make such records available to Landlord for inspection and copying during normal business hours. In no event shall Tenant destroy such inventory control compliance records without making them available to Landlord.

(d) Tenant agrees to inspect the petroleum product storage and handling facility, and surrounding areas at least once a week for indications of possible leakage. This inspection should include, but is not limited to, careful visual review of the following areas: (1) around and under product dispensers; (2) inside remote pump access boxes; (3) inside product full boxes; and (4) low areas, such as pumps, hillsides or culverts. Any indication of leakage (actual product or odors thereof) should be reported promptly as stated above.

(e) Tenant agrees to indemnify, defend, and hold Landlord harmless from all clean-up costs, personal injury, death or property damage claims, and fines or penalties which arise out of or are related to the leakage of petroleum products during the Term or the Renewal Terms of the Lease as the result of any acts or omissions of Tenant. Further Tenant agrees to participate in the GUST Trust

Commercial Lease

Fund and take all actions necessary to maintain eligibility thereunder. Tenant shall be liable for the deductible under the GUST Trust Fund should a release occur.

(f) Tenant agrees to provide to Landlord upon demand, or at a minimum, at least annually, copies of all leak detection or other compliance records. Tenant shall maintain such records for a minimum of three (3) years.

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

12. Indemnification of Landlord Against Loss or Claim. For and during the Term and any Renewal Term(s) of this Lease, Tenant shall protect, indemnify, defend, and save harmless Landlord from and against all claims, demands, liability, losses, or costs, whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by Tenant. Further, Tenant shall defend, indemnify, and save harmless Landlord from and against all claims, demands, liabilities, losses, or costs to which Landlord may be subjected for or by reason of any person, firm, or corporation seeking to hold or holding Landlord liable or in any way responsible for the debts or obligations incurred in any manner in connection with the conduct and operation of the business conducted on the Premises.

13. Tenant's Insurance of the Premises.

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

Commercial Lease

Page 4 of 14

13.2 Comprehensive/General Liability Insurance. Tenant shall, at Tenant's expense, provide and keep in force for the benefit of Landlord comprehensive general liability insurance covering the Premises and the business to be operated thereon, in which insurance policy or policies Landlord, as well as Tenant, shall be named as an insured. The said policy or policies of insurance shall provide for limits of liability for bodily injury of not less than \$1,000,000.00 single limit coverage for each accident or occurrence, and not less than \$350,000.00 for property damage. Tenant shall furnish to Landlord evidence of such insurance within fifteen (15) days of the date hereof and at such other times as Landlord may require.

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

Commercial Lease

15. Condemnation. If the whole of the leased Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, shall be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the Term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be computed and paid as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner.

16. Assignment and Subletting.

Transfer or Sale of Interest: Tenant shall NOT assign or sublet this Lease or any interest hereunder, or sublet Premises or any part thereof, or permit the use of the Premises by any party other than Tenant without the prior written consent of Landlord.

17. Default. It is mutually agreed that in the event Tenant shall default in the payment of rent, including additional rent herein reserved when due, or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the payment of rent, including but not limited to those enumerated in Paragraph 7; or if a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act is filed as to Tenant; or if a receiver is appointed for Tenant's property; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for the benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant; or if Tenant violates or is in default of any other agreements between Landlord and Tenant; or if Tenant breaches or is in default of the Petroleum Contract Supply Agreement for the Premises, Landlord at its option may (i) terminate this Lease by written notice to Tenant whereupon this Lease shall terminate immediately and possession of the Premises shall immediately be returned to Landlord; (ii) not terminate this Lease and enter the Premises and take possession thereof and relet the Premises or any portion thereof on such terms as Landlord deems appropriate. Any rent from any reletting shall be applied to any indebtedness other than rent owing to Landlord, second to Landlord's attorneys fees and brokerage fees and other expenses of exercising its rights, and third, to the rent due. Tenant agrees to pay

Commercial Lease

any deficiency within ten (10) days of demand by Landlord therefor; or (iii) pursue separately or concurrently, any and all other remedies allowed by law or in equity.

Any notice provided in this paragraph may be given by Landlord or its attorney. Upon Lease termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer, or other tort. If Tenant refuses to surrender possession immediately, Landlord may institute appropriate legal proceedings and Tenant agrees that Landlord may obtain injunctive relief for removal of Tenant, should Tenant's leasehold become subject to cancellation hereunder.

It is expressly agreed that no termination of this Lease as the result of Tenant's default or breach shall have the effect of releasing Tenant from any obligation to pay the full rent due for the entire period of the then existing Term or any Renewal Term.

Page 5 of 14

18. Notices. All notices, payments, and demands permitted or required to be given by either party to the other hereunder shall be deemed to have been fully given when made in writing and deposited in the United States Mail, certified or registered, postage prepaid, and addressed as follows:

Landlord:

Bibb Properties 24 LLC

MUHAMMAD KHAN



Tenant:

MaconMercer 3737 LLC



Commercial Lease

conduct any appropriate due diligence and accepts the Premises, business, and equipment, if any, based on Tenant's own inspection.

IN WITNESS WHEREOF, the parties have hereunto placed their hands and seals the day and year first written above.

LANDLORD:

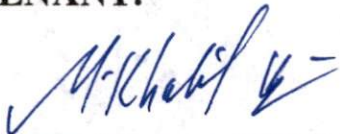


Bibb Properties 24 LLC

(MUHAMMAD Khan)

A Georgia Resident

TENANT:



Macon Mercer 3737 LLC

Georgia Corporation

EXHIBIT "A" LEGAL DESCRIPTION

3737 Mercer University Drive Macon GA 31204

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN:				
		1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.				
		6. FILE NUMBER: K7740-104		7. LOAN NUMBER:		
8. MORTGAGE INS CASE NUMBER:						
C. NOTE: <i>This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</i> 1.0 3/98 (K7740-104.PFD)(K7740-104/36)						
D. NAME AND ADDRESS OF BORROWER: Bibb Properties 24 LLC 3737 Mercer University Drive Macon, GA 31204		E. NAME AND ADDRESS OF SELLER: Sheikh Rahman 779 Simon Way Lawrenceville, GA 30045		F. NAME AND ADDRESS OF LENDER: ZH Financial Group, LLC 3172 Preservation Circle Lilburn, GA 30047		
G. PROPERTY LOCATION: 3737 Mercer University Drive Macon, GA 31204 Bibb County, Georgia		H. SETTLEMENT AGENT: 58-2384600 Briskin, Cross & Sanford, LLC PLACE OF SETTLEMENT 33 South Main Street, Suite 300 Alpharetta, Georgia 30009			I. SETTLEMENT DATE: February 14, 2025	
J. SUMMARY OF BORROWER'S TRANSACTION				K. SUMMARY OF SELLER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BORROWER:				400. GROSS AMOUNT DUE TO SELLER:		
101. Contract Sales Price		1,000,000.00		401. Contract Sales Price		1,000,000.00
102. Personal Property				402. Personal Property		
103. Settlement Charges to Borrower (Line 1400)		14,404.61		403.		
104.				404.		
105.				405.		
<i>Adjustments For Items Paid By Seller in advance</i>				<i>Adjustments For Items Paid By Seller in advance</i>		
106. City/Town Taxes to				406. City/Town Taxes to		
107. County Taxes to				407. County Taxes to		
108. Assessments to				408. Assessments to		
109. Past Due Rent Nov 1- Feb 14		30,000.00		409. Past Due Rent Nov 1- Feb 14		30,000.00
110.				410.		
111.				411.		
112.				412.		
120. GROSS AMOUNT DUE FROM BORROWER		1,044,404.61		420. GROSS AMOUNT DUE TO SELLER		1,030,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:				500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
201. Deposit or earnest money		100,000.00		501. Excess Deposit (See Instructions)		
202. Principal Amount of New Loan(s)		850,000.00		502. Settlement Charges to Seller (Line 1400)		46,749.88
203. Existing loan(s) taken subject to				503. Existing loan(s) taken subject to		
204. Deposit with BCS		8,000.00		504. Payoff First Mortgage		
205.				505. Payoff Second Mortgage		
206.				506. Deposit retained by seller		100,000.00
207.				507.		
208. Refund tax pay overage		10,115.51		508. Refund tax pay overage		10,115.51
209. Return of Security Deposit		25,000.00		509. Return of Security Deposit		25,000.00
<i>Adjustments For Items Unpaid By Seller</i>				<i>Adjustments For Items Unpaid By Seller</i>		
210. City/Town Taxes to				510. City/Town Taxes to		
211. County Taxes 01/01/25 to 02/14/25		1,128.94		511. County Taxes 01/01/25 to 02/14/25		1,128.94
212. Assessments to				512. Assessments to		
213.				513.		
214.				514.		
215.				515.		
216.				516.		
217.				517.		
218.				518.		
219.				519.		
220. TOTAL PAID BY/FOR BORROWER		994,244.45		520. TOTAL REDUCTION AMOUNT DUE SELLER		182,994.33
300. CASH AT SETTLEMENT FROM/TO BORROWER:				600. CASH AT SETTLEMENT TO/FROM SELLER:		
301. Gross Amount Due From Borrower (Line 120)		1,044,404.61		601. Gross Amount Due To Seller (Line 420)		1,030,000.00
302. Less Amount Paid By/For Borrower (Line 220)		(994,244.45)		602. Less Reductions Due Seller (Line 520)		(182,994.33)
303. CASH (X FROM) (TO) BORROWER		50,160.16		603. CASH (X TO) (FROM) SELLER		847,005.67

L. SETTLEMENT CHARGES									
700. TOTAL COMMISSION Based on Price \$ @ %					PAID FROM BORROWER'S FUNDS AT SETTLEMENT		PAID FROM SELLER'S FUNDS AT SETTLEMENT		
Division of Commission (line 700) as Follows:									
701. \$ to									
702. \$ to									
703. Commission Paid at Settlement									
704. to									
800. ITEMS PAYABLE IN CONNECTION WITH LOAN									
801. Loan Origination Fee % to									
802. Loan Discount % to									
803. Appraisal Fee to									
804. Credit Report to									
805. Lender's Inspection Fee to									
806. Mortgage Ins. App. Fee to									
807. Assumption Fee to									
808.									
809.									
810.									
811.									
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE									
901. Interest From 02/14/25 to 03/01/25 @ \$ /day (15 days %)									
902. Mortgage Insurance Premium for months to									
903. Hazard Insurance Premium for years to									
904.									
905.									
1000. RESERVES DEPOSITED WITH LENDER									
1001. Hazard Insurance months @ \$ per month									
1002. Mortgage Insurance months @ \$ per month									
1003. City/Town Taxes months @ \$ per month									
1004. County Taxes months @ \$ per month									
1005. Assessments months @ \$ per month									
1006. months @ \$ per month									
1007. months @ \$ per month									
1008. Aggregate Adjustment months @ \$ per month									
1100. TITLE CHARGES									
1101. Settlement or Closing Fee to									
1102. Seller Attorney Fees to Kapalka & Naik							10,000.00		
1103. Title Examination to RTV Research, Inc.					2,200.00				
1104. Misc/Overnight/Wire Fee to Briskin, Cross & Sanford, LLC					115.00		115.00		
1105. Recording/Admin/Processing Fee to Briskin, Cross & Sanford, LLC					125.00				
1106. Title Insurance Binder to Briskin, Cross & Sanford, LLC					75.00				
1107. Attorney's Fees to Briskin, Cross & Sanford, LLC					7,000.00				
(includes above item numbers:)									
1108. Title Insurance to Chicago Title Insurance Company GA 153415.1.72.10					2,300.00				
(includes above item numbers:)									
1109. Lender's Coverage \$ 850,000.00 200.00									
1110. Owner's Coverage \$ 1,000,000.00 2,100.00									
1111. Endorsements to Chicago Title Insurance Company GA 153415.1.72.10 8.1; 39-16; 9.1					600.00				
1112.									
1113.									
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES									
1201. Recording Fees: Deed \$; Mortgage \$; Releases \$									
1202. City/County Tax/Stamps: Deed ; Security Deed									
1203. State Tax/Stamps: Deed 1,000.00; Security Deed 0.00					1,000.00				
1204.									
1205.									
1300. ADDITIONAL SETTLEMENT CHARGES									
1301. Survey to									
1302. Pest Inspection to									
1303. Payoff 2022-2024 Personal Tax to Macon-Bibb County Tax Commissioner Bill No. 2024-95350					450.02				
1304. Payoff 2022-2024 Personal Tax to Macon-Bibb County Tax Commissioner Bill No. 2024-91439					539.59				
1305. Tax P/O 2022-24 to Macon-Bibb Tax Commissioner							36,634.88		
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)					14,404.61		46,749.88		

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two-page statement.


Briskin, Cross & Sanford, LLC
Settlement Agent

HUD-1, Page 3

Borrower(s): Bibb Properties 24 LLC
3737 Mercer University Drive
Macon, GA 31204

Seller(s): Sheikh Rahman
779 Simon Way
Lawrenceville, GA 30045

Lender: ZH Financial Group, LLC

Settlement Agent: Briskin, Cross & Sanford, LLC
(770)410-1555

Place of Settlement: 33 South Main Street, Suite 300
Alpharetta, Georgia 30009

Settlement Date: February 14, 2025

Property Location: 3737 Mercer University Drive
Macon, GA 31204
Bibb County, Georgia

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Bibb Properties 24 LLC

BY: M. Khan
Muhammad Khan, Member

Atlanta Deferred Exchange, Inc., as Qualified
Intermediary for Sheikh Rahman

By: _____
Name: _____
Title: _____

Sheikh Rahman

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

(K7740-104.PFD/K7740-104/29)

HUD-1, Page 3

Borrower(s): Bibb Properties 24 LLC
3737 Mercer University Drive
Macon, GA 31204

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Settlement Date: February 14, 2025

Property Location: 3737 Mercer University Drive
Macon, GA 31204
Bibb County, Georgia

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Bibb Properties 24 LLC

BY: _____
Muhammad Khan, Member

Atlanta Deferred Exchange, Inc., as Qualified
Intermediary for Sheikh Rahman

By: _____
Name: _____
Title: _____



Sheikh Rahman

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

(K7740-104.PFD/K7740-104/27)

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.

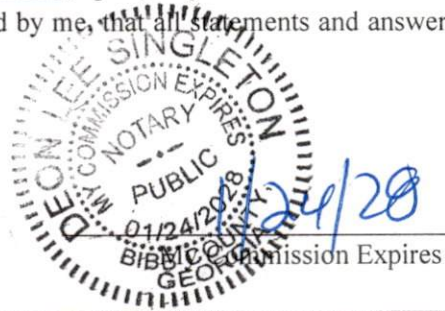
Agent's Signature: M. Khalil Date: 3.21.2025

Business Name: Macon Mercer 3737 LLC

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

This 21 day of March, 2025.

[Signature]
Notary Public



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: M. Khalil Date: 3.21.2025
(If different from Agent)

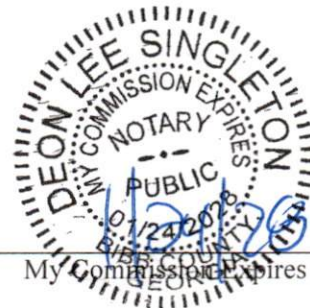
Title: owner

Business Name: Macon Mercer 3737 LLC

I hereby certify that Muhammad K Khan (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 21 day of March, 2025.

[Signature]
Notary Public



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: MACON MERCER 3737 LLC

Business Address: 3737 Mercer University Dr. Macon GA 31204

Instructions:

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

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

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

Definitions:

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

- ☐ **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

8. 9. 2024
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

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

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

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

Business Name: macon mercer 3737 LLC

Business Address: 3737 mercer University Dr. Macon GA 31204

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

 7229
Code Enforcement Department Designee

3/7/25
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.

 2-27-25
Applicant/Agent Signature

Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

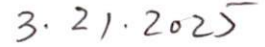
Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.



Signature



Print Name



Date



Alcohol License Questionnaire

Name of Business: Maron Mercer 3737 LLC
 Owner's Name: Muhammad Khan
 Address: 3737 Mercer University Dr
Marion GA 31204

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

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

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

Michael V.

Signature

Muhammad Khan

Print Name

3.21.2025

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 Mercer 3737 LLC

Business Address: 3737 Mercer University Dr. 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

M. Khalaf
Applicant/Agent Signature

3-21-2025
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 #

*Business/
Property
Owner*

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Macon Mercer 3737 LLC
2. Name of the subject of this Certificate, if different from the applicant:
Bibb Properties 24 LLC
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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

Muhammad Khan / M. Khan
Print and Sign Name

Sworn to and subscribed before me this

21 day of October, 2025.


Notary Public
My Commission Expires 01/24/28



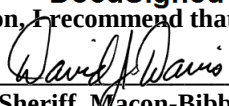
Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Muhammad Khan – No fingerprints needed

Business Name: Macon Mercer 3737 LLC

Business Address: 3737 Mercer University Drive Macon, GA 31204

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	3/25/2025 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 4/9/2025 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF

Stephanie Freeman, Administrative Office Specialist

ADDED TO THE APRIL 15, 2025 AGENDA

Introductory Text

All current Alcohol Licenses expire December 31.

There is no grace period.

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

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

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

Application Questions

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

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : No

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

Non-Profit Business : No

Required Attachments



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

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

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

Alcohol Beverage Supplemental Packet:

agentcertt.pdf

alcohol handlers bev lic app.pdf

alien form.pdf

businesspacket 1.pdf

businesspacket 2.pdf

camerainspection.pdf
fire packet.pdf
goodstanding.pdf
grease trap.pdf
health dept building layout packet.pdf
health deptmain.pdf
healthdpt packet.pdf
newspaper.pdf
server lic jeremy.pdf
zoining compliancepacket.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) : 570 Dueling Piano Bar

Corporation Name : 570 Dueling Piano Bar Inc

Business Address : 570 Mulberry St

City : Macon

State : GA

Zip : 31210

Mailing Address : 2115 n 625 e rd

City : Edinburg

State : IL

Zip : 62531

Local Business Phone # : (217) 220-3017
Email : info@570pianobar.com
Owner Name : Matthew Winn
Owner Phone # : (217) 306-1728
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 : ah001457

Agent's First Name : Matthew

Agent's Last Name : Winn

Agent's Home Phone # : (217) 306-1728

Job Title : Owner

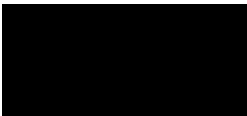
Agent's Home Address : 301 bellerive rd

City : springfield

State : Illinois

Zip : 62704

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 : Temporary Alcohol - \$100

License Fee : Wine Consumed on Premise - \$700

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

License Fee : Malt Consumed on Premise - \$800

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 : Yes

 Please note: 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.

If the answer is "Yes", please list below every individual who may be working as armed security personnel at your bar or nightclub:

Armed Security Personnel Identification:

Armed Security Licenses :

File uploaded:

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 : Matthew Winn

Date

Today's Date : 02/11/2025



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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

*Distilled Spirits Packaged to Go	\$2,900	*Malt Packaged to Go	\$800	Wine Packaged to Go	\$700
✓ *Distilled Spirits C.O.P.	\$2,900	✓ *Malt C.O.P.	\$800	✓ *Wine C.O.P.	\$700
*Distilled Spirits Wholesaler	\$3,600	*Malt Wholesaler	\$1,000	Wine Wholesaler	\$800
*Distilled Spirits Manufacturers	\$4,300	*Malt Manufacturer	\$2,500	Wine Manufacturer	\$1,700
Brewpub	\$2,500	Out-of-Town Wholesaler	\$100	Alcohol Beverage Caterer	\$600
Sunday Sales	\$300	Brown Bag	\$0	Temporary Alcohol License	\$100
Please check here if you are applying for a Business Continuation License. Business Continuation License is 25% of applicable fees.					
*Distilled Spirits (Liquor)	2,900.00	*Malt (Beer)	800.00	*C.O.P. (Consumed on Premise)	

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

\$ 4,400.00 Alcohol License Fees + \$400 Application Fee = \$ 4,800.00

Agent Information

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

Location/Business Information

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

Business Continuation

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

Rev.08/2023

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

BUSINESS

Federal Tax ID #: 93-3430408 State Tax ID #: 20301698657
 Business Name: 570 Dueling Piano Bar Inc. Corporate and Trade Name: 570 Dueling Piano Bar Inc.
 Local Business Address: 570 Mulberry st. Macon Ga. 31210
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 570 Mulberry st. Macon Ga. 31210
Street Address (City State Zip)
 Local Business Phone #: 217-220-3017 Email Address: info@570pianobar.com
 Contact Person: Jeremy Conaway Contact Phone #: 217-220-3017

AGENT

Agent's Name: Matthew Winn Agent's Title: Owner
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 301 Bellerive City: Springfield State: Illinois Zip: 62702
 Home Phone #: 217-220-3017 Email: info@570pianobar.com
 Mailing Address: 301 Bellerive City: Springfield State: IL Zip: 62702

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 From

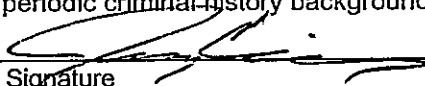
I hereby give consent for the _____ conduct an inquiry and receive
 _____ Criminal Justice Agency
 any Georgia criminal history record information pertaining to me which may be contained in the files of any state or
 local criminal justice agency in Georgia. I further authorize the B.C.S.O. to relay that information to Requesting Entity:
 _____ via:

US Mail _____ In-Person Pick-Up _____ Encrypted Email Address: _____

Full Name (Print):	Jeremy Lee Conaway		
Address	118 willow ct Rochester Illinois 62563		
Sex	Race	Date of Birth	Social Security Number
M	White		

This authorization is valid for _____ days from date of signature.

I, Jeremy Lee Conaway give consent to the above named entity to perform
 periodic criminal history background checks for the duration of my employment.

 3/14/2025
 Signature Date

Attorney for Individual (Purpose Codes E and U Only) Bar Number _____ Date _____

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

Purpose Code used: (Check all that apply)

☐	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
☐	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
☐	Civilian Criminal Justice (J)- State and Ill Info Received
☐	Sworn Criminal Justice Employment (Z) - State and Ill Info received

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

☐	No Georgia CHRI results available
☐	Georgia CHRI attached/released
☐	No NCIC/GCIC Warrant results available
☐	Possible NCIC/GCIC Warrant. Contact Agency Listed Below
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title _____

Date _____

Name-Based Criminal History Record Information Consent/Inquiry From

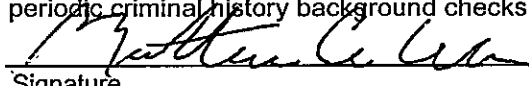
I hereby give consent for the _____ conduct an inquiry and receive
 _____ Criminal Justice Agency
 any Georgia criminal history record information pertaining to me which may be contained in the files of any state or
 local criminal justice agency in Georgia. I further authorize the B.C.S.O. to relay that information to Requesting Entity:
 _____ via:

US Mail _____ In-Person Pick-Up _____ Encrypted Email Address: _____

Full Name (Print):	Matthew Coffey Winn		
Address	301 Bellerive Rd Springfield Illinois 62704		
Sex	Race	Date of Birth	Social Security Number
M	White		

This authorization is valid for _____ days from date of signature.

I, Matthew Coffey Winn give consent to the above named entity to perform
 periodic criminal history background checks for the duration of my employment.

 3/14/2025
 Signature Date

Attorney for Individual (Purpose Codes E and U Only) Bar Number _____ Date _____

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

Purpose Code used: (Check all that apply)

☐	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
☐	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
☐	Civilian Criminal Justice (J)- State and Ill Info Received
☐	Sworn Criminal Justice Employment (Z) - State and Ill Info received

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

☐	No Georgia CHRI results available
☐	Georgia CHRI attached/released
☐	No NCIC/GCIC Warrant results available
☐	Possible NCIC/GCIC Warrant. Contact Agency Listed Below
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title _____ Date _____

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

Revised 12/2023

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

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

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

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

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

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

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

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

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

Signature Section

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

Executed in SPRINGFIELD (city), ILLINOIS (state)

[Signature]
Signature of Applicant

Jeremy Conway
Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

27 DAY OF NOV, 2024

[Signature]
NOTARY PUBLIC
My Commission Expires:



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

Revised 12/2023

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

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

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

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

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

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

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

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

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

Signature Section

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

Executed in Springfield (city), Illinois (state)

Matthew Winn
Signature of Applicant

Matt Winn
Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

24th DAY OF October, 2024

Laura Marie Weakley
NOTARY PUBLIC
My Commission Expires: 9/23/2028



MEASUREMENT FORM

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

APPLICANT: JEREMY CONAWAY

PROPOSED LICENSE: BEER AND WINE CONSUMED ON PREMISES

BUSINESS LOCATION: 570 Mulberry St. Macon, GA

BUSINESS NAME: 570 Dueling Piano Bar

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.

☐ 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

4. Nearest corner of building housing the place of business to nearest corner of any known Vice Mart, Small Box Retail Store or Small Box Discount Store and found to be more than 2500'.

☐ Comply ☐ Does Not Comply ☒ X Not Applicable

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

Date: 3/5/25

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.

570 Dueling Piano Bar

#570 Mulberry Avenue

3,100' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emery Hwy.

4,200' — MHA housing unit property line

Mounts Homes

OK!

JWH

Paul J. Hornowski

March 3, 2025

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
146345	594427	Print Legal Ad-IPL01950940 - IPL0195094		\$46.36	1	28 L

Attention: Jeremy Conaway

570 piano bar
3040 e linden ave
springfield, IL 62702

info@570pianobar.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR Liquor, Beer, Wine/ On premises

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the September 29, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as 570 dueling piano bar, 570 Mulberry st MA-CON 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 September 22, 2024, Jeremy Conaway, Applicant
IPL0195094
Sep 22, 2024

To Whom It May Concern:

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

2 insertion(s) published on:
09/22/24, 09/29/24

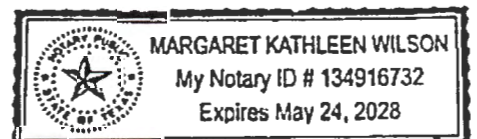
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 2nd 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!



ZONING COMPLIANCE

PERMIT NO: ZC-2024-2543	PERMIT TYPE: Permitted Use	DATE ISSUED: 01/06/2025
PARCEL NO: R0730273	ZONING DISTRICT: CBD-1	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Jeremy Conaway 570 Dueling Piano Bar	
PROPOSED USE:	Change of Ownership Bar with live entertainment and alcohol COP	
ADDRESS OF PROPOSED USE:	570 MULBERRY ST	
PROPERTY OWNER'S NAME:	IMPERIAL REALTY GROUP LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and department approvals, approval is granted to change ownership of a bar with live entertainment and alcohol consumed on premises (live entertainment previously approved under permit #18-21048). All live entertainment must comply with the MBPZ Comprehensive Land Development Resolution Section 1.02[70] as well as Macon-Bibb County Code of Ordinances Chapter 15 Article II enforceable by Code Enforcement. Subject to filing a copy of the Macon Bibb County Alcoholic Beverage License with the Zoning office. No outside storage or sales authorized. No signage authorized by this permit; signage shall require a separate zoning permit. No exterior modifications are authorized by this permit. Subject to the issuance of a Certificate of Appropriateness and sign permit for existing signage.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 01/06/2026

APPROVED BY: *Thomas Neaves*

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.



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	570 Dueling Piano Bar Inc	Control Number:	23196401
Business Type:	Domestic Profit Corporation	Business Status:	Active/Owes Current Year AR
NAICS Code:	Arts, Entertainment, and Recreation	NAICS Sub Code:	Musical Groups and Artists
Principal Office Address:	570 Mulberry St, Macon, GA, 31210, USA	Date of Formation / Registration Date:	9/8/2023
State of Formation:	Georgia	Last Annual Registration Year:	2024

REGISTERED AGENT INFORMATION

Registered Agent Name: **Lloyd D Murray, sr**
Physical Address: **10164 Ford Avenue, Ste. A, Richmond Hill, GA, 31324, USA**
County: **Bryan**

OFFICER INFORMATION

Name	Title	Business Address
JEREMY CONAWAY	CEO	3040 Linden Ave, Springfield, IL, 62702, USA
JEREMY CONAWAY	Secretary	3040 Linden Ave, Springfield, IL, 62702, USA
MATTHEW C CONAWAY	CFO	301 BELLIVER, 301 BELLIVER, Springfield, IL, 62704, USA

[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: 570 Duelling Piano Bar Name of Corporation: 570 Duelling Piano Bar Inc

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

Individual:

Name and Title: Jeremy Conway CEO Owner Telephone Number: 217-220-3017

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

Residential Street Address: 118 Willow Ct Rochester IL 62563

Mailing Address: 118 Willow Ct Rochester IL 62563
(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): 2
- ☐ Member holdings 50 % of all outstanding membership interests.
- ☐ Privately Held Corp./Company
- ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
- ☐ Other person exercising operational authority over the entity: _____

Ownership Disclosure Form

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

Business:

Trade Name: _____ Name of Corporation: 570 Dueling Piano Bar Inc

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

Individual:

Name and Title: Matthew Winn Owner Telephone Number: 217-306-1728

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

Residential Street Address: 301 Bellerive rd. Springfield, Illinois 62704

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

Mailing Address: 301 Bellerive rd. Springfield, Illinois 62704
(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): 2

○ Member holdings 50 % of all outstanding membership interests.

☐ Privately Held Corp./Company

○ Corporate Officer: Yes ___ No ___

☐ Other

○ Other person exercising operational authority over the entity: _____

Introductory Text

All current Alcohol Handler Licenses expire December 31st.

There is no grace period.

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

Alcohol License Process:

The following is required to renew your insert handler:

- 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 (passport size) photographs of applicant.
- Payment of the \$25 fee for application or renewal of the Alcohol Handler license.

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

Applicant Information

Information about your application:

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

Application Type : Initial Application

Demographic Information:

First Name : Jeremy

Last Name : Conaway

Home Address : 118 willow ct

City : Rochester

State : IL

Zip : 62563

Home Phone # : (217) 220-3017

Email : info@570pianobar.com

Date of Birth : [REDACTED]

Social Security # : [REDACTED]

Mailing Address : 2115 n 625 e rd

City : Edinburg

State : IL

Zip : 62531

U.S. Citizenship

Are you a United States citizen?

UScitizen : Yes

Upload a copy of the Secure and Verifiable document here.

SecureAndVerifiableUpload:

20240919_180637.jpg

20240919_180815.jpg

Upload a copy of the S.A.V.E. Affidavit here.

saveAffidavit:

2024-9057-001liqtrain.pdf

Required Attachments

 This application requires you to fill out the Alcohol Handler Supplemental Packet and also submit two current color passport size photographs of the applicant.

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

Upload 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.

supplementPacket:

2024-9057-001liqtrain.pdf

 Please Note: The passport photos uploaded must be in color.

Upload a current color passport size photo of applicant here.

photoUpload:

received_863279140771378.jpeg

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

Enter Name Here : Jeremy Conaway

Date

Enter Today's Date : 09/19/2024



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Jeremy Last Name: Conaway
Home Address: 118 willow ct City: Rochester State: IL Zip: 62563
Home Phone #: 2172203017 Email: info@570pianobar.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 118 willow ct City: Rochester State: IL Zip: 62563

- 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

9-24-24
Date

I hereby certify that Jeremy Conaway 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 24th day of September, 20 24.

Laura Marie Weakley
Notary Public

9/23/2028
My Commission Expires



Rev. 7/202121

Training Institute for Responsible Vendors, Inc.

certifies that
Jeremy Conaway
has successfully completed the course of
Responsible Alcohol Sales and Service.



In witness thereof this 19th day of September, 2024.

(Expires 09/19/2026)

#2024-9057-001





Jeremy Conaway



AH001456

ALCOHOL HANDLER

EXP: 12/31/2025



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: Matthew Last Name: Winn
Home Address: 301 Bellerive rd. City: Springfield, State: IL Zip: 62704
Home Phone #: 217306-1728 Email: info@570pianobar.com
Date of Birth: [REDACTED]
Mailing Address: 301 Bellerive rd. City: Springfield, State: IL Zip: 62704

- 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.

Matthew Winn
Applicant's Signature

11-27-24
Date

I hereby certify that MATTHEW WINN 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 27th day of November, 20 24.

[Signature]
Notary Public



12-17-25
My Commission Expires

Training Institute for Responsible Vendors, Inc.

certifies that

Matthew Winn

has successfully completed the course of

Responsible Alcohol Sales and Service.

In witness thereof this 20th day of September, 2024.

(Expires 09/20/2026)

#2024-9060-CQ1



t.i.r.v.





Matthew Winn



AH001457

ALCOHOL HANDLER

EXP: 12/31/2025

COMMERCIAL LEASE AGREEMENT

(Standalone Single-Tenant Building)



2024 Printing

For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Landlord (Imperial Realty Group LLC) and the undersigned Tenant (570 Piano Bar LLC) do hereby agree as follows:

A. **PRIMARY TERMS.** The primary terms of this Lease are set forth in this Section and are subject to the explanations and clarifications set forth in Corresponding Paragraphs Section B of the Lease.

Lease. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the Premises identified herein on this date of 9/1/2024 on the terms and conditions which are set forth below.

1. **Agreement to Lease: Property Address:** 570 Mulberry St.
Unit Bar City Macon County Bibb Georgia, Zip 31201 ("Premises")
The legal description of the Property is attached as an exhibit hereto and incorporated herein.

2. **Use:** Tenant acknowledges that Tenant has inspected Premises and that it is for Tenant's intended use. The Premises shall be used for the following use: Bar and/or Restaurant Current Zoning: Commercial

3. **Term and Possession:** Lease Start Date: 9/1/2024 Last Day of Lease ("Lease End Date"): 8/31/2029
Tenant may terminate this Agreement without penalty if possession is not granted within 90 days of the Lease Start Date ("Approved Delay Period").

4. **Rent.**
a. **Rent:** Rent shall be payable to Imperial Realty Group LLC and delivered to: P.O. Box 5751 Macon GA 31208 ("Rent Payment Address") unless another address is specified by the above-referenced party receiving the rent following the notice provisions herein. This amount does not include taxes, insurance, maintenance and/or other additional expenses due from Tenant.
i. Year 1 Rent \$ Three thousand Five (3,500) per month
ii. Year 2 Rent (if applicable) \$ _____ per month
iii. Year 3 Rent (if applicable) \$ _____ per month
iv. Year 4 Rent (if applicable) \$ _____ per month
v. Year 5 Rent (if applicable) \$ _____ per month
vi. For terms longer than five (5) years or rent structures other than stated increases, see Special Stipulations.
b. **Due Date for Rent:** Rent is due by the _____ of the month. Rent may be paid in any of the forms checked here:
☐ Check ☐ Cash ☐ Certified Check ☐ Money Order ☐ Credit Card ☒ ACH or ☐ EFT.
c. **Late Date and Additional Rent for Late Payment:** Rent paid after 12 a.m. on the 5 day of the month shall be late and must include additional rent of 10% per percent ("Additional Rent for Late Payment").
d. **Credit Card:** If rent is paid by Credit Card, rent must include a credit card convenience fee of _____.
e. **Service Charge:** Tenant shall immediately pay Landlord a service charge of \$ 100 ("Service Charge") for all dishonored checks or rejected electronic (ACH) payments.

5. **Security Deposit.** Tenant shall pay _____ as "Holder" a security deposit of \$ _____ by: ☐ Check ☐ Cash ☐ Certified Check ☐ Money Order ☒ Credit Card ☐ ACH or ☐ EFT.

Security deposit shall be paid not later than the Lease Start Date. Landlord's signature below does not constitute receipt of the security deposit. Landlord shall provide Tenant with a receipt for the security deposit once said deposit has been paid.

6. **Notice Not to Renew Lease.** A party electing not to renew the Lease (so long as it has a definite term) shall be required to provide 30 days notice of the same to the other party. If the Lease becomes a month to month agreement, Landlord shall provide _____ days notice of termination, and Tenant shall provide _____ days notice of termination.

7. **Subletting.** No subletting of any kind is permitted except with the prior written consent of Landlord.

8. **Utilities.** Utilities provided by Landlord as part of rent on Premises: ☒ Water ☐ Sewer ☐ Trash Pickup ☐ Electric ☐ None
ALL OTHER UTILITIES OR SERVICES TO THE PREMISES SHALL BE THE RESPONSIBILITY OF THE TENANT.

9. **Holding Over Fee.** The daily fee for holding over beyond the expiration of the Lease is \$ 100.

10. **Certain Liquidated Damages Paid By Tenant.**

a. **Fee to Halt Dispossession Action:** The fee paid by Tenant to halt dispossession actions in certain situations as set forth elsewhere herein shall be \$ 250 ("Fee to Halt Dispossession Action") plus an Administrative Fee of \$ 100 per occurrence.

b. **Denial of Access Charge:** Tenant agrees to pay \$ 100 for each incident where Tenant denies Landlord access to the Premises ("Denial of Access Fee") as described elsewhere herein.

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11. Brokerage Relationships in this Transaction:

- a. Leasing Broker is _____ and is:
- (1) ☒ working with Tenant as a ☐ client or ☐ customer.
 - (2) ☐ acting as a dual agent representing Landlord and Tenant.
 - (3) ☐ acting as designated agent where:

_____ has been assigned to exclusively represent Tenant.

- b. Listing Broker is _____ and is:
- (1) ☒ working with Landlord as a ☐ client or ☐ customer.
 - (2) ☐ acting as a dual agent representing Tenant and Landlord.
 - (3) ☐ acting as designated agent where:

_____ has been assigned to exclusively represent Landlord.

12. Material Relationship Disclosure: Broker and/or their affiliated licensees disclose the following material relationships:

13. Property Taxes: All ad valorem taxes levied against the Premises shall be paid by: *[select one. The boxes not checked shall not be a part of this Lease].*

- ☒ a. Landlord pays all ad valorem property taxes.
- ☐ b. Tenant pays all ad valorem property taxes.
- ☐ c. Tenant pays as additional rent the amount by which all ad valorem property taxes on the Premises for each tax year exceeds the ad valorem property taxes on Premises for tax year _____.
- ☐ d. Other:

14. Leasehold Improvements and Alterations: Improvements and/or alterations, if any, to be performed by Landlord and/or Tenant to the Premises and the party who is paying the cost to perform the same is addressed in the Improvements and Alterations Exhibit (CF33).

15. Repairs and Maintenance: Tenant agrees that no representations regarding the Premises or the condition thereof and (except as provided herein) no promises to alter, decorate, improve or repair have been made by Landlord, Broker, or their agents unless specified in this Lease. Except as otherwise provided in the Maintenance and Repair Exhibit (CF32), Tenant shall be responsible for all maintenance and repairs to the Premises.

Tenant(s) Initials _____

Landlord(s) Initials _____

B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.

1. **Agreement to Lease.** The parties agree to enter into this Lease for the Premises. The Premises may be part of a larger property ("Property"). If so, Tenant shall have the right to use the common areas of the Property subject to: (a) all rules, regulations and covenants applicable thereto; and (b) the common areas being reduced, modified, altered or being made subject to further use restrictions adopted by Landlord, in its sole discretion, or any community association responsible for the same. While Tenant may use and enjoy the Premises to the fullest extent permitted in this Lease, no estate or permanent legal interest in the Premises is being transferred or conveyed by Landlord to Tenant herein.

2. **Use.** Tenant shall be responsible at all times to comply with all applicable laws, ordinances and regulations dealing with the use and occupancy of the Premises. Tenants shall not permit anything to be done in or about the Premises which in any way conflicts with any law, statute, ordinance, environmental requirements, governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

3. **Term and Possession.** If Landlord is unable to deliver possession of Premises on the Lease Start Date, rent shall be abated on a daily basis until possession is granted. Neither Owner, Landlord or Broker shall be liable for any delay in the delivery of possession of Premises to Tenant.

4. **Rent.** Tenant shall pay rent in advance to Landlord monthly, and on or before the Due Date during the Lease Term to the Rent Payment Address (or at such other address as may be designated from time to time by Landlord in writing). If the Lease Start Date or the Lease End Date is on the second day through the last day of any month, the rent shall be prorated for that month. Mailing the rent payment shall not constitute payment. Rent must be actually received by Landlord to be considered paid. Tenant acknowledges that all funds received by Landlord will be applied to the oldest outstanding balance owed by Tenant to Landlord. Rent not paid in full by the Due Date shall be late. Landlord may, but shall have no obligation to accept any rent paid after the Due Date. If late payment is made and Landlord accepts the same, the payment must include Additional Rent for Late Payment in the form of cash, cashier's check, certified check or wire transfer of immediately available funds, and if applicable, the Service Charge for any returned check. Landlord reserves the right, upon notice to Tenant, to refuse to accept personal checks from Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid.

5. Security Deposit:

a. **Deposit of Same:** Holder shall deposit Security Deposit within five (5) banking days of receiving the same into the bank and account referenced herein. If Landlord is managing the Premises, the Security Deposit may be deposited in a general account, and it will be co-mingled with other funds of Holder.

b. **Security Deposit Check Not Honored:** In the event any Security Deposit check is dishonored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify all parties to this Lease of the same. Tenant shall have three (3) banking days after notice to deliver good funds to Holder. In the event Tenant does not timely deliver good funds, Landlord shall have the right to terminate this Lease upon notice to Tenant.

- c. Return of Security Deposit:** The balance of the Security Deposit to which Tenant is entitled shall be returned to Tenant by Holder within thirty (30) days after the termination of this Lease or the surrender of Premises by Tenant, whichever occurs last; provided that Tenant meets the following requirements: (1) the full term of the Lease has expired; (2) Tenant has given the required written notice to vacate; (3) the Premises is clean and free of dirt, trash and debris; (4) all rent, additional rent, fees and charges have been paid in full; (5) there is no damage to the Premises except for normal wear and tear; and (6) all keys to the Premises and to recreational or other facilities, access cards and gate openers, if any, have been returned to Landlord or Manager.
- d. Deductions from Security Deposit:** Holder shall have the right to deduct from the Security Deposit: (1) the cost of repairing any damage to Premises caused by Tenant, Tenant's employees, contractors, invitees, licensees and guests, other than normal wear and tear; (2) unpaid rent, or utility charges; (3) cleaning costs if Premises are left unclean; (4) the cost to remove and dispose of any personal property, except for fixtures that have been made a part of the Premises; and (5) late fees and any other unpaid fees, costs and charges referenced herein.
- e. Right of Holder to Interplead Security Deposit:** If there is a bona fide dispute over the Security Deposit, Holder may, (but shall not be required to), interplead the funds into a court of competent jurisdiction upon notice to all parties having an interest in the Security Deposit. Holder shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses including reasonable attorneys' fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorneys' fees and court costs and the amount deducted by Holder from the non-prevailing party. All parties hereby agree to indemnify and hold Holder harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Holder of its duties hereunder. All parties further covenant and agree not to sue Holder for damages relating to any decision of Holder to disburse the Security Deposit made in accordance with the requirements of this Lease or to interplead the Security Deposit into a court of competent jurisdiction.

6. Notices.

- a. Required Notice to Lease Termination or Raising the Rent:** Either party must provide the other party with the number of days notice to terminate the Lease set forth elsewhere herein. Landlord must provide Tenant with the same number of days notice prior to increasing the rental rate.
- b. Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Lease becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- c. Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein) even if it is not opened by the recipient. Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- d. When Broker is Authorized to Accept Notice for Client:** No Broker shall have the authority to accept notice on behalf of a Tenant or Landlord except that a Broker acting as the Manager hereunder shall be authorized to receive notices on behalf of Landlord and notices delivered to Manager shall for all purposes herein be deemed to be notice to Landlord provided that the notice is delivered to Manager following the notice proceedings set forth here to Manager's address, facsimile number or e-mail address of Manager set forth herein (or subsequently provided by the Manager to Tenant following the notice provisions herein) even if it is not opened by the recipient.

- 7. Subletting.** Tenant may not sublet Premises in whole or in part or assign this Lease without the prior written consent of Landlord which consent may be withheld for any reason or for no reason. Landlord shall have the right to assign this Lease to a subsequent owner of the Premises.

- 8. Utilities.** Except as provided herein, Landlord shall have no responsibility to connect utilities the responsibility of which to pay for shall be that of the Tenant. Tenant shall select and connect all utilities to be paid for by Tenant within three (3) banking days from the commencement of the Lease and shall keep these utilities on through the end of the Lease. In the event Landlord fails to disconnect any utilities serving the Premises after completing the move in inspection and Tenant receives the benefit of such utilities paid for by Landlord, Tenant shall, upon receiving a bill for the same, immediately pay the cost thereof as additional rent to Landlord. In addition, Tenant shall immediately cause any such utility to be transferred to Tenant's name so that the bill goes to and is paid directly by Tenant.

- 9. Holding Over.** Tenant shall have no right to remain in the Premises after the termination or expiration of this Lease. Should Tenant fail to vacate the Premises upon the termination or expiration of this Lease, Tenant shall pay Landlord the per day Holding Over Fee set forth elsewhere herein for every day that Tenant holds over after the expiration or termination of this Lease. Acceptance of the Holding Over Fee by Landlord shall in no way limit Landlord's right to treat Tenant as a tenant at sufferance for unlawfully holding over and to dispossess Tenant for the same.

- 10. Certain Liquidated Damages Paid by Tenant.** It is acknowledged by Landlord and Tenant with respect to any reference in the Lease to liquidated damages, that the actual damages of the party being paid such damages are hard to calculate and that the liquidated damages referenced in the Lease are a reasonable pre-estimate of the party's actual damages and not a penalty.

- a. Amount Paid to Terminate Lease Early:** If the parties have agreed elsewhere herein, Tenant shall have the right to terminate this Lease early by paying amounts set forth in Section A(10) as liquidated damages.

- b. **Fee to Halt Dispossession Action:** Landlord can file a dispossession action against Tenant if any rent or other fees and charges owed by Tenant are not paid in full by the Due Date. In the event that a dispossession action is filed against the Tenant and then dismissed prior to a court hearing because Tenant pays the amounts owed, Tenant shall also pay Landlord, as liquidated damages, the Fee to Halt Dispossession Action in the amount set forth elsewhere herein. This fee shall immediately be paid as additional rent along with all other amounts paid to halt the dispossession action.
- c. **Denial of Access, Right of Access, Signage:** Upon 24 hours advance notice to Tenant, Landlord and Landlord's agents shall have the right Monday through Saturday from 9:00 a.m. to 8:00 p.m. and Sunday from 1:00 p.m. to 6:00 p.m. to access the Premises to inspect, repair, and maintain the same and/or to show the Premises to prospective tenants and buyers. In addition, Landlord and Landlord's agents may enter the Premises at any time to investigate potential emergencies. Evidence of water leaks, fire, smoke, foul odors, sounds indicating the possibility of an injured person or animal and other similar evidence of an emergency shall all be sufficient grounds for Landlord and Landlord's agents to enter Premises and Property for this purpose. During the last sixty (60) days of the term of the Lease, and during any period when Premises is being leased month to month, Landlord and Landlord's agents may also place a "for rent" or "for sale" sign in the yard or on the exterior of the Premises or on the Property, may install a lockbox and may show the Premises and the Property to prospective tenants or purchasers during the hours listed above. Tenant agrees to cooperate with Landlord and Landlord's agents who may show the Premises and/or Property to prospective tenants or buyers. In the event a lockbox is installed, Tenant shall secure Tenant's valuables and agrees to hold Landlord and Landlord's agents harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the Denial of Access Fee as liquidated damages in the amount set forth elsewhere herein.

11. Brokerage Relationships in This Transaction.

- a. **Agency Disclosure:** In this Lease, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees and employees. No Broker in this transaction shall owe any duty to Tenant or Owner/Landlord greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-8A-1 et. seq. The Broker(s) that are party(s) to this Agreement are representing the Landlord and/or Tenant.
- b. **Brokerage:** The Broker(s) identified herein have performed valuable brokerage services and are to be paid a commission pursuant to a separate agreement or agreements. Unless otherwise provided for herein, the Listing Broker will be paid a commission by the Landlord, and the Leasing Broker will receive a portion of the Listing Broker's commission pursuant to a cooperative brokerage agreement.

12. Material Relationship Disclosure. For the purposes of this Agreement, a material relationship shall mean any actually known personal, familial, or business relationship between the broker or the broker's affiliated licensees and a client which would impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to another client. Any such material relationship will be disclosed in Material Relationship Paragraph above.

13. Property Taxes. All ad valorem property taxes levied against the Premises shall be paid in accordance with the selection made in Section A(13).

14. Leasehold Improvements and Alteration. No improvements or alterations to the Premises shall be made without the prior written approval of Landlord. Tenant agrees that all contractors and subcontractors of Tenant performing improvements and alterations shall be properly licensed, maintain general liability insurance in a single limit coverage amount of at least One Million Dollars (\$1,000,000.00) and maintain workers compensation insurance on all of their workers. Tenant shall be responsible for procuring lien waivers from each contractor performing services under this section and providing such lien waivers to Landlord. If Tenant fails to pay the lien or obtain lien waivers from contractors performing these services, then Tenant assumes all costs and responsibility of releasing such liens and such responsibility shall survive this Lease. Landlord, and all reasonable expenses of Landlord in defending any such action or in procuring the discharge of such lien, shall be deemed additional rent hereunder and shall be repaid by Tenant to Landlord on demand.

15. Repairs and Maintenance. Tenant agrees that no representations regarding the Premises or the condition thereof and (except as provided herein) no promises to alter, decorate, improve or repair have been made by Landlord, Broker, or their agents unless specified in this Lease. Except as otherwise provided in the Maintenance and Repair Exhibit (CF32), Tenant shall be responsible for all maintenance and repairs to the Premises.

C. OTHER TERMS AND CONDITIONS

1. Default.

- a. **Default Generally:** Tenant shall be in default of this Lease upon the occurrence of any of the following:
- (1) Tenant fails to abide by any of the terms and conditions of this Lease.
 - (2) Tenant files a petition in bankruptcy (in which case this Lease shall automatically terminate and Tenant shall immediately vacate the Premises leaving it in the same condition it was in on the date of possession, normal wear and tear excepted).
 - (3) Tenant fails to timely pay rent or other amounts owed to Landlord under this Lease.
 - (4) Tenant fails to reimburse Landlord for any damages, repairs and costs to the Premises or Property (other than normal wear and tear) caused by the actions, neglect or intentional wrongdoing of Tenant or members of Tenant's household and their invitees, licensees and guests.
 - (5) Prior to the end of the Lease, Tenant either moves out of the Premises or shuts off any of the utilities serving the Premises.

b. **Effect of Default:** If Tenant defaults under any term, condition or provision of this Lease, Landlord shall have the right to terminate this Lease by giving notice to Tenant and pursue all available remedies at law or in equity to remedy the default. All rent and other sums owed to Landlord through the end of the Lease term shall immediately become due and payable upon the termination of the Lease due to the default of Tenant. Such termination shall not release Tenant from any liability for any amount due under this Lease. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent. Notwithstanding anything to the contrary contained herein, in the event of a non-monetary default by Tenant that is reasonably capable of being cured, Landlord shall give Tenant notice of the same and a three (3) day opportunity to cure the default.

2. **Tenant's Responsibilities.**

- a. **Freezing of Pipes:** To help in preventing the freezing of pipes, Tenant agrees that when the temperature outside falls below 32°F, Tenant shall: (1) leave the thermostat regulating the heat serving Premises in an "on" position and set to a minimum of 60°F; and (2) leave the faucets dripping.
- b. **Mold and Mildew:** Tenant acknowledges that mold and/or mildew can grow in any portion of the Premises or Property that are exposed to elevated levels of moisture and that some forms of mold and mildew can be harmful to their health. Tenant therefore agrees to regularly inspect the Premises for mold and/or mildew and immediately report to Landlord any water intrusion problems mold and/or mildew (other than in sinks, showers, toilets and other areas designed to hold water or to be wet areas). Tenant shall not block or cover any heating, ventilation, or air conditioning ducts located in the Premises. Tenant acknowledges having read the "A Brief Guide to Mold, Moisture in Your Home" found at www.epa.gov and shall follow the recommendations contained herein.
- c. **Access Codes:** Landlord shall provide Tenant with all access codes to all entrance gates and security systems, if any, located on the Premises or the Property. Within three (3) business days of vacating the property Tenant will provide Landlord with all access that are currently in use for entrance gates and security systems located on the Premises or the Property.
- d. **Premises Part of Community Association:** If the Premises or a part of the Property are subject to either a Declaration of Condominium, a Declaration of Covenants, Conditions and Restrictions, rules and regulations adopted pursuant to the Declaration and/or other similar documents (hereinafter collectively "C.A. Documents"). Tenant agrees to strictly comply with all use and occupancy restrictions contained therein in using the Premises and the Property. In the event any fine or specific assessment is levied against the Premises or the Owner thereof as a result of Tenant violating the use and occupancy restrictions set forth in the C.A. Documents, Tenant shall immediately pay the same to Landlord as additional rent.

3. **Rules and Regulations.** Tenant shall be responsible for violations of these Rules and Regulations caused by Tenant, any occupant of the Premises and their guests, invitees, licensees and contractors.

- a. No goods or materials of any kind or description which exceed the normal structural weight loads for the Premises or Property, are combustible or would increase fire risk or increase the risk of other injuries or casualties, shall be kept or placed on the Premises or Property.
- b. Any product or material that is a potential environmental hazard shall only be disposed of in accordance with all applicable federal laws and regulations.
- c. Tenant shall not use the Premises or the Property for any use or purpose that constitutes a nuisance or attractive nuisance, as determined in the reasonable discretion of Landlord, or materially increases the potential liability or risk of claims against Landlord or Landlord's agents.

4. **Personal Property Loss and Personal Injury; Statute of Limitations.** Storage of personal property by Tenant in Premises or in any other portion of Property shall be at Tenant's sole risk. Tenant has been advised to obtain renter's insurance that provides comprehensive insurance for damage to or loss of Tenant's personal property. Tenant agrees to look solely to Tenant's insurance carrier for reimbursement of losses resulting from such events and hereby indemnifies and agrees to hold Landlord harmless from any claims, causes of action or damages relating to the same. Landlord shall have no responsibility or liability for Tenant's personal property. Any and all claims of Tenant and other occupying the Premises pursuant to the Lease for property damage and/or personal injury sounding in breach of contract and/or tort shall be brought within one (1) year of the date of the damage and/or injury or shall be extinguished.

5. **Disclaimer.**

- a. **General:** Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Landlord agree that no Broker shall have any responsibility to advise Tenant and/or Landlord on any matter including but not limited to the following except to the extent Broker has agreed to do so in a separately executed Property Management Agreement: any matter which could have been revealed through a survey, title search or inspection of Property or Premises; the condition of the Premises or Property, any portion thereof, or any item therein; building products and construction and repair techniques; the necessity of any repairs to Premises or Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; any condition(s) existing off the Premises and Property which may affect the Premises or Property; and the uses and zoning of the Premises and Property whether permitted or proposed. Tenant and Landlord acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant and Landlord acknowledge that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to the Premises or Property and such tasks clearly fall outside the scope of real estate brokerage services.
- b. **Construction Disclaimer:** Tenant acknowledges that the Premises, or portions thereof, may have been constructed at times when different and less stringent building codes were in place. Tenant shall not assume that the Premises or Property are energy efficient or contain products or features designed to protect residents against injuries or damage that might exist if the Premises and Property had been constructed in accordance with all current building codes.

6. Miscellaneous.

- a. **Time of Essence:** Time is of the essence of this Lease.
- b. **No Waiver:** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the Rules and Regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.
- c. **Definitions:** Unless otherwise specifically noted, the term "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property and the term "Tenant" shall include Tenant's heirs and representatives. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances. The term "Binding Agreement Date" shall mean the date that this Lease has been signed by the Tenant and Landlord and a fully signed and executed copy thereof has been returned to the party making the offer to lease.
- d. **Entire Agreement:** This Lease and any attached addenda and exhibits thereto shall constitute the entire Agreement between the parties and no verbal statement, promise, inducement or amendment not reduced to writing and signed by both parties shall be binding.
- e. **Attorney's Fees, Court Costs and Costs of Collection:** Whenever any monies due hereunder are collected by law or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all court costs and costs of collection.
- f. **Indemnification:** Tenant agrees to indemnify and hold Landlord, Broker and Manager harmless from and against any and all injuries, damages, losses, suits and claims against Landlord, Broker and/or Manager arising out of or related to: (1) Tenant's failure to fulfill any condition of this Lease; (2) any damage or injury happening in or to the Premises and the Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (3) Tenant's failure to comply with local, state or federal law; (4) any judgment, lien or other encumbrance filed against the Premises or Property as a result of Tenant's actions and any damage or injury happening in or about the Premises or Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Broker); (5) failure to maintain or repair equipment or fixtures, where the party responsible for their maintenance uses commercially reasonable efforts to make the necessary repairs and Tenant covenants not to sue Landlord, Broker or Manager with respect to any of the above-referenced matters. In addition to the above Tenant agrees to hold Broker and Manager harmless from and against Owner of the Property not paying or keeping current with any mortgage, property taxes or property owners' association fees on the Property or not fulfilling the Landlord's obligations under this lease. For the purpose of this paragraph, the term "Broker" shall include Broker and Broker's affiliated licensees, employees and if Broker is a licensed real estate brokerage firm, then officers, directors and owners of said firm.
- g. **Governing Law:** This Lease may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia. This Lease is not intended to create an estate for years on the part of Tenant or to transfer to Tenant any ownership interest in the Premises or Property.
- h. **Security Disclaimer:** Tenant acknowledges that: (1) crime can occur in any neighborhood including the neighborhood in which the Premises and Property is located; and (2) while Landlord may from time to time do things to make the Premises and Property reasonably safe, Landlord is not a provider or guarantor of security in or around the Premises and / or the Property. Tenant acknowledges that prior to occupying Property, Tenant carefully inspected all windows and doors (including the locks for the same) and all exterior lighting and found these items: (a) to be in good working order and repair; and (b) reasonably safe for Tenant and Tenant's invitees, licensees and guests knowing the risk of crime. If during the term of the Lease any of the above items become broken or fall into disrepair, Tenant shall give notice to Landlord of the same immediately.
- i. **Signage:** Tenant shall ensure all signage complies with local ordinances and property owners' association rules, if applicable, regarding size, placement, quantity, etc.
- j. **Disclosure Rights:** Landlord may disclose information about Tenant to law enforcement officers, governmental officials and for business purposes.
- k. **No Recordation of Lease:** Without the prior written consent of Landlord, neither this Lease nor any memorandum hereof shall be recorded or placed on public record by or on behalf of Tenant.
- l. **Force Majeure:** Landlord shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease when prevented from performing by a cause or causes beyond Landlord's control, which shall include, but shall not be limited to, all labor disputes, utility outages caused by the utility provides, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, acts of God, or any other cause not within the reasonable control of Landlord.
- m. **Quiet Enjoyment:** So long as Tenant is in full compliance with the terms and conditions of this Lease, Tenant shall be entitled to the quiet enjoyment and possession of the Premises.
- n. **Severability and Interpretation:**
 - (1) If any cause or provision of this Lease shall be deemed illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, the remainder of this Lease shall not be affected by such illegality, invalidity or unenforceability, and this Lease shall thereafter be construed as though such illegal, invalid or unenforceable provision was not contained herein; provided that if such provision is, in the reasonable determination of Landlord, essential to the rights of both parties, Landlord shall have the right to terminate this Lease on sixty (60) days written notice to Tenant.
 - (2) Should any of the provisions of this Lease require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any such provision shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed most strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation of the stipulations of this Lease.

7. **Damage/Destruction of Premises.** Notwithstanding any provision to the contrary, if flood, fire, storm, mold, other environmental hazards that pose a risk to the occupants' health, other casualty or Act of God shall destroy (or so substantially damage as to be uninhabitable) the Premises, rent shall abate from the date of such destruction. Landlord or Tenant may, by written notice, within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of the date of such destruction. If Premises is damaged but not rendered wholly untenable by flood, fire, storm, or other casualty or Act of God, rent shall abate in proportion to the percentage of Premises which has been damaged and Landlord shall restore Premises as soon as is reasonably practicable whereupon full rent shall commence. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant or Tenant's invitees, licensees, or guests.

In the event the Premises are destroyed or so substantially damaged as to be uninhabitable ("Casualty Event") by fire, flood, storm, mold, other environmental hazards, other casualty or Act of God, then Landlord shall be responsible for making such repairs to Premises if within Landlord's sole opinion all repairs can be substantially completed within 60 days from the date of the Casualty Event without paying overtime or other premiums for labor. For all purposes herein, "substantially completed" shall mean that Landlord has made the repairs and obtained a certificate of occupancy to reoccupy the Premises. Within 21 days from the date of the Casualty Event, Landlord shall notify Tenant whether Landlord is able to make the repairs within 60 days from the date of the Casualty Event. If Landlord gives Tenant notice that the repairs to the Premises cannot be substantially completed within 60 days from the Casualty Event, then either Landlord or Tenant may terminate this Lease within 14 days of receiving Landlord's notice by giving notice to the other party. If neither party terminates the Lease during the 14 day period, then both parties agree that Landlord will make the repairs, regardless of how long it takes, and that Tenant shall then reoccupy the Premises when the repairs are completed and a new certificate of occupancy is issued. Starting from the date of the Casualty Event until such time as repairs are completed and a new certificate of occupancy issued, Landlord shall abate rent in proportion to the amount of the Premises that have been destroyed or substantially damaged. If the Lease is timely terminated by either party, then Tenant shall vacate Premises within thirty (30) days from the date of notice to terminate this Lease. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant, their invitees, licensees, or guests.

8. **Condemnation.** If the Premises or a substantial portion thereof shall be taken by eminent domain, then this Lease shall terminate upon the date (the "Condemnation Date") when the title to said Premises (or the part thereof so taken) shall be transferred to such authority for such use or purpose. If this Lease is so terminated, Tenant's rent hereunder shall be prorated and payable by Tenant to Landlord until the Condemnation Date and Tenant shall surrender the entire Premises on or before the Condemnation Date. However, in the event of a partial taking in which the portion of the Premises not so taken remains reasonably useable by Tenant for the purposes set forth herein; then, with regard only to such portion of the Premises not so taken, this Lease shall not terminate, but, effective as of the Condemnation Date, the Rent hereunder shall be reduced pro rata in proportion to the rentable square footage of the Premises so taken. In any event, Tenant shall have no claim for apportionment of any award paid or payable on account of any such taking, whether total or partial, or for the value of any unexpired term of this Lease, and Landlord shall not have any interest in Tenant's award or relocation expenses or loss of business, if any.

9. **Insurance.** Tenant agrees that during the term of the Lease, Tenant will carry and maintain, at its sole cost, the following insurance in the amounts specified and in the form hereinafter provided for. Tenant shall maintain with Landlord a current copy of the insurance policies required herein during the entire term of the Lease.

- a. **General Commercial Liability Insurance:** Such insurance shall cover the Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about Property. The limits of such policy shall be not less than One Million Dollars (\$1,000,000) for each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease. The policy shall name Landlord and any property manager(s) as additional insureds and shall be carried with an insurance company licensed to do business in Georgia with a Best's Rating of not less than a B+.
- b. **Property Insurance:** Such insurance shall be an "all-risk" policy covering Tenant's interest in its improvements to Property, and all furniture, equipment, supplies, and other property owned, leased, held or possessed by it and contained therein. Such insurance coverage shall be in an amount equal to not less than the full replacement cost as updated from time to time during the term of the Lease less a reasonable deductible. Tenant shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on Property from fire, accident, or any other casualty.

10. **Mortgagee's Rights.** Tenant's rights under this Lease shall at all times be automatically junior and subordinate to any deed to secure debt which is now or shall hereafter be placed on the Premises or Property. If requested, Tenant shall execute promptly any certificate that Landlord may request to effectuate the above.

11. **GAR Forms.** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form, he or she should consult an attorney. Provisions in the GAR Forms are subject to differing interpretations by our courts other than what the parties may have intended. At times, our courts may strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.

12. **Beware of Cyber Fraud:** Fraudulent e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fraudulent e-mail is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in sending or receiving funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fraudulent verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.

13. **Exhibits.** All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:

- ☐ Legal Description Exhibit A
☐ Maintenance and Repair Exhibit (CF32) "_____"
☐ Improvements and Alterations Exhibit (CF33) "_____"
☐ Other _____
☐ Other _____

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

- 1.) Tenant has First right of refusal to purchase the property during the lease term. offer must be sent within two weeks or notice.
- 2.) Tenant must have all insurances necessary to operate at Bar. i.e. (General liability insurance, assault and battery insurance)
- 3.) Tenant's buildout period is from 9/1/2024 to 12/31/2024. ~~Rent does not~~ First Two months Rent must be paid at lease signing.
 9/1/2024 — no rent to be paid
 to
 12/31/2024
- Regular payments begin in March of 2024
 Jan. and Feb. 2024 payments due at lease signing

☐ Additional Special Stipulations (F246) are attached.

By signing this Agreement, Tenant and Landlord acknowledge that they have each read and understood this Agreement and agree to its terms.

1 Tenant's Signature

 Jeremy Conway
 Print or Type Name
 9-16-24
 Date

Tenant's E-mail Address
 info@570pianobar.com
 2 Tenant's Signature

Print or Type Name

Date

Tenant's E-mail Address

☐ Additional Signature Page (F931) is attached.

Leasing Broker/Affiliated Licensee Contact Information

Leasing Broker

 Broker/Affiliated Licensee Signature

Print or Type Name GA Real Estate License #

Licensee's Phone Number Fax Number

Licensee's E-mail Address

REALTOR® Membership

Broker's Address

Broker's Phone Number Fax Number

MLS Office Code Brokerage Firm License Number

Multiple Listing Number

1 Landlord's Signature

 Quincy Byrne
 Print or Type Name
 9/16/24
 Date

Landlord's E-mail Address

 2 Landlord's Signature

Print or Type Name

Date

Landlord's E-mail Address

☐ Additional Signature Page (F931) is attached.

Listing Broker/Affiliated Licensee Contact Information

Listing Broker

 Broker/Affiliated Licensee Signature

Print or Type Name GA Real Estate License #

Licensee's Phone Number Fax Number

Licensee's E-mail Address

REALTOR® Membership

Broker's Address

Broker's Phone Number Fax Number

MLS Office Code Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this Lease is the date of _____ and has been filled in by _____

Exhibit A - Legal Description of Property

Tenant's Initials

Landlord's Initials

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: Matthew Winn Date: 11-27-24

Business Name: 570 Dueling Piano Bar INC.

I hereby certify that MATTHEW WINN (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 27th day of November, 2024.



[Signature]
Notary Public

12-17-25
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: Matthew Winn Date: 11-27-24
(If different from Agent)

Title: CEO

Business Name: 570 Dueling Piano Bar INC.

I hereby certify that MATTHEW WINN (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 27th day of November, 2024.



[Signature]
Notary Public

12-17-25
My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: 570 Dueling Piano Bar Inc.

Business Address: 570 mulberry st Macon, GA 31210

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

11-26-24
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

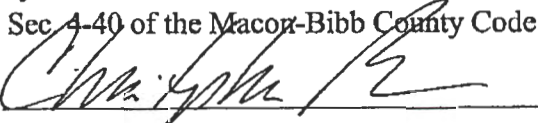
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

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: 570 Dueling Piano Bar INC.

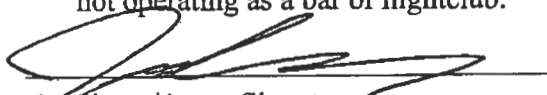
Business Address: 570 Mulberry St.

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

10/11/24
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.


Applicant/Agent Signature

10-11-24
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

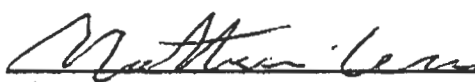
	<u>Jeremy Conway</u>	<u>2-26-25</u>
Signature	Print Name	Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

	<u>Matthew Winn</u>	<u>2-26-25</u>
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: 570 Dyeing Piano Bar
 Owner's Name: Matthew Winn
 Address: 570 Mulberry St

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

Matthew Winn
Signature

Matthew Winn
Print Name

2-26-2015
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: 570 Dueling Piano Bar Inc.

Business Address: 570 Mulberry St.

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

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


Applicant/Agent Signature

11-27-24
11-27-24
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County Certificate of Good Standing

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

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

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

570 Dueling Piano bar

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.

Jeremy Conway

Print and Sign Name

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

Laura Marie Weakley
Notary Public
My Commission Expires: 9/23/2028



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: _____

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.

570 Dueling Piano Bar Inc.

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

Matthew Winn
Print and Sign Name

Sworn to and subscribed before me this

27th day of November, 2024

[Signature]

Notary Public

My Commission Expires: 12/17/25



1/13/25, 3:45 PM

image.png

Macon-Bibb County Certificate of Good Standing

1 Name and Title of the applicant S70 Dueling Piano bar LLC.
2 Name of the subject of this Certificate, if different from the applicant

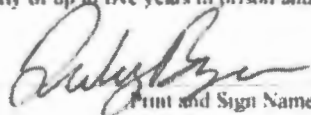
3 Benefit or privilege for which the applicant is applying (mark one)

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

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

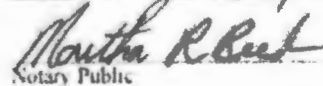
None

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.


Print and Sign Name

Sworn to and subscribed before me this

13th day of January, 2025


Notary Public

My Commission Expires

Notary Public, Bibb County, Georgia
My Commission Expires February 23, 2026

Page 2 of 2

Rev. April 2022
Sec 12-2-0011





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: Jeremy Conaway – Fingerprints Completed: 03.18.2025
 Matthew Winn – Fingerprints Completed: 03.18.2025

Business Name: 570 Dueling Piano Bar Inc

Business Address: 570 Mulberry Street, Macon, GA 31210

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	Sheriff, Macon-Bibb County, Georgia	3/21/2025 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 4/9/2025 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF

Stephanie Freeman, Administrative Office Specialist

ADDED TO THE APRIL 15, 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 #: 99-4957128 State Tax ID #: 309024862

Business Name: SUNNY Bait inc Corporate and Trade Name: _____

Local Business Address: 6024 moseley Dixon Rd, macon GA 31220
(P.O. Box Not Allowed) City State Zip

Mailing Address: 6024 moseley Dixon Rd, macon GA 31220
Street Address (City State Zip)

Local Business Phone #: 478 238 6434 Email Address: SUNNYPatel0817@gmail.com

Contact Person: Sunilkumar Patel Contact Phone #: 708 298 2083

AGENT

Agent's Name: SUNILKUMAR PATEL Agent's Title: owner

Date of Birth:  Social Security Number: 

Home Address: 105 Camden Trl City: macon State: GA Zip: 31210

Home Phone #: 708 298 2083 Email: SUNNYPatel0817@gmail.com

Mailing Address: 6024 moseley ^{Dixon} City: macon State: GA Zip: 31220

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 08/23

Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the _____ conduct an inquiry and receive
 _____ Criminal Justice Agency
 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. I further authorize the B.C.S.O. to relay that information to Requesting Entity:
 _____ via:

US Mail _____ In-Person Pick-Up _____ Encrypted Email Address: _____

Full Name (Print):	SUNILKUMAR VISHNUBHAI PATEL		
Address	105 Camden Trace Macon GA 31210		
Sex	Race	Date of Birth	Social Security Number
male	Asian		

This authorization is valid for _____ days from date of signature.

I, Sunilkumar V. Patel give consent to the above named entity to perform
 periodic criminal history background checks for the duration of my employment.

Signature S.V. Patel Date 3-12-25

Attorney for Individual (Purpose Codes E and U Only) Bar Number _____ Date _____

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

Purpose Code used: (Check all that apply)

☐	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
☐	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
☐	Civilian Criminal Justice (J)- State and Ill Info Received
☐	Sworn Criminal Justice Employment (Z) - State and Ill Info received

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: Sunny Bait inc / DBA Tobesofkee Lake shore

Printed Name of Applicant: Sunil Kumar Patel

*Signature of Applicant: S.V. Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 12th DAY OF March, 2025

NOTARY PUBLIC


MY COMMISSION EXPIRES



SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Deferred Action - Temporary Employment Authorized

SAVE Response Details

Case Verification
Number: 0025080192947UN
Employment
Authorization
Document (EAD)
Expiration Date: 04/21/2027
Provision of Law
Code: C14

Agency Submitted Details

Full Name: sunilkumar v patel
Date of Birth: [REDACTED]
Alien Number: [REDACTED]
Initiated On: 03/21/2025
Initiated By: IHAL0956
Point of Contact
Name: Ian Hall
Point of Contact
Phone Number: (478) 310-2173
Requested
Benefits: Occup. Tax Cert.
Attached
Document: No



MEASUREMENT FORM

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

APPLICANT: SUNILKUMAR PATEL

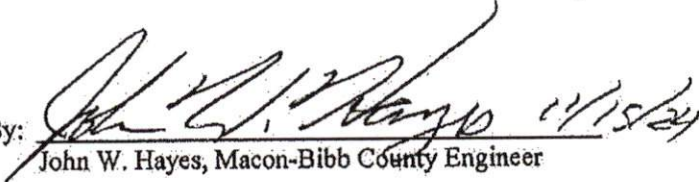
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 6024 MOSELEY DIXON RD.

BUSINESS NAME: SUNNY BAIT INC. / DBA TOBESOFKEE LAKE STORE

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:  11/15/24
 John W. Hayes, Macon-Bibb County Engineer

Date: _____

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

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

- Tobacco Lake Store
#6024 Moseley Dixon Road
- 3,100' — SCHOOL GROUND property line
Heritage Elementary
- 4,150' — SCHOOL BUILDING
Weaver Middle School
- 8,950' — COLLEGE CAMPUS property line
Middle Georgia State University
- 8,650' — ALCOHOLIC TREATMENT CENTER building
River Edge - Fulton Mill Road
- 19,300' — PUBLIC LIBRARY or BRANCH building
Library Annex - Macon Mall
- 10,150' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Martin Place
- 1,400' — CHURCH (building)
Divine Insight Ministries
#5867 Moseley Dixon Road
- 1,300' — CHURCH GROUNDS
Divine Insight Ministries
#5867 Moseley Dixon Road
- 23,800' — M-B COUNTY RECREATION CENTER property
Freedom Park
- N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
Applicant self-identifies as a:
"Gas Station"

OK!
Paul J. Hainowski
November 13, 2024



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
148238	610276	Print Legal Ad-IPL02034310 - IPL0203431		\$46.36	1	29 L

Attention: Bhaveshkumar Patel

Bhaveshkumar Patel
6024 Moseley Dixon rd
Macon, GA 31220

sunnypatel0817@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR Beer & wine 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 November 17, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Sunny bait inc / DBA tobesofkee lake store, 6024 Moseley Dixon rd macon ga 31220. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This November 10, 2024. Sunilkumar patel, Applicant
IPL0203431
Nov 10,17 2024

To Whom It May Concern:

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

2 insertion(s) published on:

11/10/24, 11/17/24

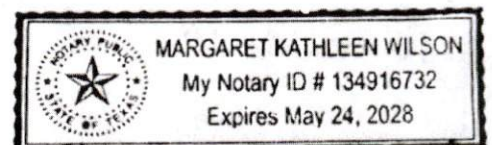
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 18th day of November 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 Commission | MBPZ.ORG

ZONING COMPLIANCE

PERMIT NO: ZC-2024-2604	PERMIT TYPE: Permitted Use	DATE ISSUED: 10/15/2024
PARCEL NO: J0080087	ZONING DISTRICT: A	NEW CONSTRUCTION: No
NAME OF APPLICANT:	sunilkumar patel	
	sunny bait inc / DBA :Tobesofkee lake store	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	6024 MOSELEY DIXON RD	
PROPERTY OWNER'S NAME:	PATEL VINUBHAI B	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and ZC-2018-20186, approval is granted to change the ownership of an existing convenience store with fuel sales and alcohol packaged to go and continue its operation as it is currently. This approval shall also grant interior renovations if necessary. No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should they occupy more than this, a conditional use for an amusement facility is required. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Any permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, the zoning permit must be displayed on the premises together with the business license.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 10/15/2025

APPROVED BY: *John Langstaff*

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

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	SUNNY BAIT INC	Control Number:	24175559
Business Type:	Domestic Profit Corporation	Business Status:	Active/Owes Current Year AR
NAICS Code:	Retail Trade	NAICS Sub Code:	Convenience Stores
Principal Office Address:	105 CAMDEN TRCE, Macon, GA, 31210, USA	Date of Formation / Registration Date:	9/16/2024
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **Sunilkumar V Patel**
Physical Address: **105 Camden Trce, Macon, GA, 31210, USA**
County: **Bibb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

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

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[Report a Problem?](#)

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: Tobes of Kce Lake Store Name of Corporation: Sunny Bait Inc

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

Individual:

Name and Title: Sunil Kumar v. Patel, owner Telephone Number: (708) 298-7083

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

Residential Street Address: 105 Camden Trace

Mailing Address: 105 Camden Trace Macon, GA 31210

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

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



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: SUNILKumar V Last Name: Patel
Home Address: 105 Camden Trace City: macon State: GA Zip: 31210
Home Phone #: 708 298 2083 Email: SUNNYPATEL0817@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 6024 moseley dixon City: macon State: GA Zip: 31220

- 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.

S.V. Patel
Applicant's Signature

3-12-25
Date

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

This 12th day of March, 20 25

[Signature]
Notary Public



Rev. 7/202121



Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

SUNILKUMAR PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-11-06

Serial No.

cert_2q9rvtbw



COMMERCIAL LEASE

This Lease Agreement (this "Lease") is dated as of November 01, 2024, by and between Jagi Inc ("Landlord"), and Sunny Bait Inc ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Convenience Store with Gas Station. (the "Premises") located at 6024 Moseley Dixon Rd., Macon, GA 31220.

TERM. The lease term will begin on January 01, 2025 and will terminate on December 31, 2030.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$5,000.00, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 1024 22nd Ave, Cordele GA 31015. The payment address may be changed from time to time by the Landlord.

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$5,000.00 to be held and disbursed for Tenant damages to the Premises (if any) as provided by law.

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

USE OF PREMISES. Tenant may use the Premises only for Tenant may use the property only for every day, day to day business. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

EXCLUSIVITY. Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

PROPERTY INSURANCE. Tenant shall maintain casualty insurance on the Premises in an amount not less than 100% of the full replacement value. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises with personal injury limits of at least \$1,000,000.00 for injury to one person, and \$1,000,000.00 for any one accident, and a limit of at least \$1,000,000.00 for damage to property. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

MAINTENANCE. Tenant shall have the responsibility to maintain the Premises in good repair at all times during the term of this Lease.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in

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

REAL ESTATE TAXES. Tenant shall pay all real estate taxes and assessments which are assessed against the Premises during the time of this Lease.

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

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 60 days' written notice to Tenant that the Premises have been sold.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For each payment that is not paid within 1 days after its due date, Tenant shall pay a late fee of \$150.00 per day, beginning with the day after the due date.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$35.00 for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an

emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

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

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

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

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

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Jagi Inc
1024 22nd Ave
Cordele, Georgia 31015

TENANT:

Sunny Bait Inc
105 Camden
Tree
Macon, GA 31211

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Georgia.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:
Jagi Inc

By: _____ Date: _____
Vinubhai Patel, Member

TENANT:
Sunny Bait Inc

By: Date: Sunilkumar V Patel, Owner

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.

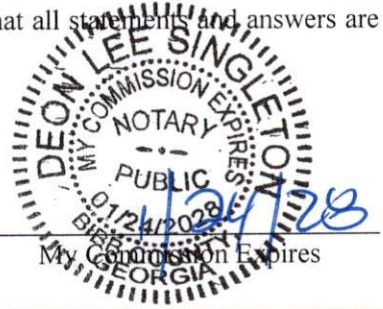
Agent's Signature: S.V. Patel Date: 3-12-25

Business Name: Sunny Bait inc / DBA Tobesofkee Lake Store

I hereby certify that Sunilkumar 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 12th day of March, 2025

[Signature]
Notary Public



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: Sunny Bait Inc

Business Address: 6024 Moseley Dixon Rd Macon, GA 31220

Instructions:

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

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

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

Definitions:

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

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

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

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

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

S.V. Patel
Applicant/Agent Signature

3-12-25
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.

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: Sunny Bait Inc

Business Address: 6024 Moseley Dixon Rd Macon, GA 31220

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

[Signature]
Code Enforcement Department Designee

11/25/24
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.

S.V. Patel
Applicant/Agent Signature

10-16-24
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

S.v. Patel

Signature

Srinikumar Patel

Print Name

3-12-25

Date



Alcohol License Questionnaire

Name of Business: Sunny Bout Inc
 Owner's Name: Sunilkumar V Patel
 Address: 6026 Moseley Dixon Rd
Macon GA 31220

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

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

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?
 Please circle one: Relation, see below **No Relation**

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

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

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

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

S.v. Patel
 Signature

Sunilkumar Patel
 Print Name

3-12-25
 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: Sunny Bait inc / DBA Tobesafkee Lake store

Business Address: 6024 Moseley Dixon Rd, Macon GA 31220

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

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

S. V. Patel
Applicant/Agent Signature

3-12-25
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: Sunilkumar Patel
2. Name of the subject of this Certificate, if different from the applicant:
SUNNY BAIT INC/OBA Tobacco/ice Lake store
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.

Sunilkumar Patel S.V. Patel
Print and Sign Name

Sworn to and subscribed before me this

21 day of March, 2023

Chris M. Lee
Notary Public

My Commission Expires: April 17, 2026



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Vinubhai Patel
2. Name of the subject of this Certificate, if different from the applicant:
SUNNY Bait INC / DBA Tobesoficee Lakeston
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.

Vinubhai Patel VB Patel
Print and Sign Name

Sworn to and subscribed before me this

21st day of March, 20 25.

Elizabeth Mary Stevens
Notary Public

My Commission Expires:
Elizabeth Mary Stevens

NOTARY PUBLIC

BIBB COUNTY, GEORGIA

My Commission Expires 03/06/2028



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: Sunilkumar Patel – Fingerprints completed 03/25

Business Name: Sunny Bait Inc DBA Tobesofkee Lake Store

Business Address: 6024 Moseley Dixon Rd, Macon, GA 31220

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		3/29/2025
Granted	_____ 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 4/9/2025(Date) ^{DS}SD(Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}SF Stephanie Freeman, Administrative Office Specialist



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY 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 FIRST CHOICE PRIMARY CARE, INC. GRANTING COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS (CDBG-CV) FUNDING, IN THE AMOUNT OF \$100,000.00, TO PROVIDE DIAGNOSIS AND TREATMENT FOR CHRONIC AND ACUTE CONDITIONS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic Community Development Department of the Macon-Bibb County Government (“ECD”) and funded by a Community Development Block Grant applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, First Choice Primary Care, Inc. (“First Choice Primary”) has applied for Community Development Block Grant - Coronavirus (“CDBG-CV”) funding, in the amount of \$100,000.00, from ECD; and

WHEREAS, First Choice Primary intends to utilize the CDBG-CV funds to provide diagnosis and treatment for chronic and acute conditions, such as diabetes, hypertension, depression, and hyperlipidemia; and

WHEREAS, ECD has determined this to be eligible CDBG-CV activity and has selected First Choice Primary for award of these funds; and

WHEREAS, a copy of the grant award agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these CDBG-CV funds to this organization as recommended by ECD; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and First Choice Primary Care, Inc., for the County to provide CDBG-CV funding, in the amount of ONE HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$100,000.00), to provide diagnosis and treatment for chronic and acute conditions, such as diabetes, hypertension, depression, and hyperlipidemia, as indicated 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 Authorizing Agreement with First Choice Primary for CDBG-CV Funds - \$100,000 4-10-25.docx

EXHIBIT A

**AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
AND
FIRST CHOICE PRIMARY CARE, INC
400 Poplar Street
Macon, Georgia 31201
Phone 478-254-7204**

**PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS PROJECTS**

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **First Choice Primary Care, Inc.**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

**ARTICLE I
DEFINITIONS AND IDENTIFICATIONS**

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant (CDBG-CV) Program or "Program"

The term "Macon-Bibb County Community Development Block Grant Coronavirus (CDBG-CV) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant Coronavirus applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant Coronavirus awarded by HUD.

HUD

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."**Low- and Moderate-Income Household**

The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or

less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person

The term “Low- and Moderate-Income Person” shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count

A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations, and explanations are set forth. Such statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a single program of Community Development Block Grants Coronavirus (hereinafter “CDBG-CV”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon, through citizen participation workshops, the Mayor, and the M-BCG Commission, determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG’s CDBG-CV submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;
- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,
- (c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG-CV eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is administrator for the Program, and is mandated to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation

and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain the assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY25 (January 1, 2025 – December 31, 2025) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements be included in contracts for recipients of federal grant awards acting as pass through entities.

Federal Award:

Community Development Block Grant-CV

Subrecipient Name:

Frist Choice Primary Care, Inc

Unique Entity Identifier:

JJ8KRLHK8NJ9

Federal Award Identification Number:

B-20-MW-13-0005

Federal Award Date:

September 1, 2020

Subaward period of performance start and end date:

January 1, 2025, thru December 31, 2025

Federal Funds Obligated:

\$100,000.00

Project Description:

To provide diagnosis and treatment for chronic and acute conditions, such as diabetes, hypertension, depression, and hyperlipidemia with a primary care physician onsite.

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31201

CFDA Name and Number:

Community Development Block Grants/Entitlement Grants; 14.218

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost, both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities” is defined as depreciation on buildings, equipment, and capital improvement, interest on debt associated with certain buildings, equipment, and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of “Facilities”.

Pursuant to HUD regulations, Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

**ARTICLE IV
PROJECT**

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **ONE HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$100,000.00)** (hereinafter the "Grant") to implement the following project (s): **“First Choice Primary Care, Inc PY2025 CDBG-CV” Program.** This program shall provide diagnosis and treatment for chronic and acute conditions, such as diabetes, hypertension, depression, and hyperlipidemia, with a primary care physician onsite. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

**ARTICLE V
NOTICES**

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Manager
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee First Choice Primary Care, Inc
Attention: Katherine McLeod, Chief Executive Officer
400 Poplar Street
Macon, GA 31201
Phone: 478-254-7204
Facsimile: 478-575-5458

ARTICLE VI

GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants Coronavirus (CDBG-CV) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend, and indemnify the M-BCG from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV, and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
- (b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

- (c) Ineffective or improper use of funds provided under this Agreement; or
- (d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant Coronavirus shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provides the services for which the Grant was made, the Sub-grantee will not carry out another CDBG-CV eligible project, and the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-CV program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-CV program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG-CV funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion, reprogram the funds to another CDBG-CV eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG-CV funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, the Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only

during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c) Time sheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts, or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

(ii) Upon receiving the invoices, reports, and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State, and local laws and regulations.

(iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof, shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG-CV program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap, or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carrying out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee, state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG, along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by the Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by the Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer, or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-CV-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-CV assisted activity, or with respect to the proceeds from the CDBG-CV assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

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

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

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

Signatures on following page

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

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

Lester L. Miller, Mayor

Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

Witness

Wanzina Jackson, Manager

Date

ATTEST:

FIRST CHOICE PRIMARY CARE, INC.

Witness

Katherine McLeod, Chief Executive Officer

Date

EXHIBIT "A"

SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **First Choice Primary Care, Inc. Health and Economic Vitality in South Macon-Bibb County PY2025 CDBG-CV Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Coronavirus program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY

Provide medical care and preventive health services, including the diagnosis and treatment of infectious diseases like COVID-19, to homeless and medically underserved populations. Providing these services to homeless and medically underserved populations will address the unique healthcare needs of these communities and improve their health and overall well-being and contribute

IMPLEMENTATION PLANS

General Administration- Recruit and employ one medical doctor to provide preventive and primary health services to low-income individuals.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

The First Choice Primary Care (FCPC) leadership team will work with a physician recruitment team to search for a qualified Family Medicine physician. The CEO and COO at FCPC will screen applicants presented by recruiters, conduct initial interviews, and present potential candidates to the Medical Director of FCPC. Interested candidates will be invited to visit FCPC, and the leadership team of FCPC will conduct that site visit. The COO and HR department will verify all references, and our quality team will verify that there are no adverse events on the provider's record per the National Practitioner Data Base.

Once a candidate is hired, the COO will present an Orientation and Training plan for the new provider. Our credentialing staff will work with the new provider to verify all credentials, then complete provider enrollment with Medicaid, Medicare and insurance plans. The Board of Directors will review the qualifications of the candidate and vote to credential that provider as outlined in our Credentialing and Privileging Policies.

All members of the FCPC leadership team will take part in the orientation and training of the new physician to ensure that he or she is prepared to offer high quality services to our patients.

Members of the Outreach Department will ensure that we complete the necessary documentation for individuals served by the new physician and submit to MBCECD as required.

B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Primary Care for neighborhood revitalization in South Macon	42	Jan. 1, 2024 – Dec. 31, 2025	Patients are seen/educated on COVID-19 and/or chronic and infectious disease.
Proposed to Served			500 individuals

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, time sheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement, and comparing the Subgrantee's projected Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or

programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, M-BCG, and/or HUD. All monthly reports shall be submitted to the Department no later than the 15th of the following month.

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance, as determined by M-BCG, will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this

Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **January 1, 2025, and end on December 31, 2025**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG-CV funds or other CDBG-CV assets, including program income.

III. BUDGET

<u>Line-Item</u>	<u>Amount</u>
Physician (\$91.35/hr.)	\$ 80,000.00
Fringe Benefits	\$ 10,000.00
Recruiting Fees	\$ 7,000.00
Licenses-DEA, EMR, CGHN	\$ 3,000.00
TOTAL	\$100,000.00

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$100,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Coronavirus Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

- (a) Voucher System: All supporting documentation, such as purchase order, invoices, receiving reports, and requisitions
- (b) Books of Original Entry: Cash receipts and disbursements journal, general ledger
- (c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.
- (d) Personnel Records: Separate personnel file shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- (e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG-CV funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
- (f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payment of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.
- (g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes.
- (h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG-CV funds are used as petty cash.
- (i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.
- (j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG-CV funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CRISIS LINE & SAFE HOUSE OF CENTRAL GEORGIA, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS (CDBG-CV) FUNDING IN THE AMOUNT OF \$38,500.00 TO PROVIDE SHELTER SERVICES TO INDIVIDUALS AND FAMILIES INVOLVED IN DOMESTIC VIOLENCE SITUATIONS WITHIN A 12-MONTH PERIOD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic Community Development Department of the Macon-Bibb County Government (“ECD”) and funded by a Community Development Block Grant applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Crisis Line & Safe House of Central Georgia, Inc. (“CL&SH”) has applied for Community Development Block Grant – Coronavirus (“CDBG-CV”) funding in the amount of \$38,500.00 from ECD; and

WHEREAS, CL&SH intends to utilize CDBG-CV funds to provide hotel accommodations, meals, groceries, supplies, and comprehensive services to up to 100 individuals and families involved in domestic violence within a 12-month period; and

WHEREAS, ECD has determined this to be eligible CDBG-CV activity and has selected CL&SH for award of these funds; and

WHEREAS, a copy of the grant award agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these CDBG-CV funds to this organization as recommended by ECD; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and Crisis Line & Safe House of Central Georgia, Inc., for the County to provide CDBG-CV funding in the amount of THIRTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$38,500.00) to provide hotel accommodations, meals, groceries, and supplies to 100 persons/families involved in a domestic violence situation within a 12-month period, along with comprehensive services., as indicated 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 Authorizing Agreement with Crisis Line Safe House for CDBG-CV Funds - \$38,500 4-10-25.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 |
| ☐ 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 UNITED WAY OF CENTRAL GEORGIA, INC. GRANTING COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS (CDBG-CV) FUNDING, IN THE AMOUNT OF \$72,290.00, TO PROVIDE MEALS, PAPER GOODS, AND DISPOSABLE CLEANING SUPPLIES FOR RESIDENTS OF BROOKDALE RESOURCE CENTER; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic Community Development Department of the Macon-Bibb County Government (“ECD”) and funded by a Community Development Block Grant applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, United Way of Central Georgia, Inc. (“United Way”) has applied for Community Development Block Grant – Coronavirus (“CDBG-CV”) funding, in the amount of \$72,290.00 from ECD; and

WHEREAS, United Way intends to utilize the CDBG-CV funds to provide meals, paper goods, and disposable cleaning supplies for residents of Brookdale Resource Center and Hello House; and

WHEREAS, ECD has determined this to be eligible CDBG-CV activity and has selected United Way for award of these funds; and

WHEREAS, a copy of the grant award agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these CDBG-CV funds to this organization as recommended by ECD; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and United Way of Central Georgia, Inc., for the County to provide CDBG-CV funding in the amount of SEVENTY-TWO THOUSAND TWO HUNDRED NINETY DOLLARS AND 00/100 CENTS (\$72,290.00) to provide meals, paper goods, and disposable cleaning supplies for residents of Brookdale Resource Center and Hello House, as indicated 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 Authorizing Agreement with United Way of Central Georgia for CDBG-CV
Funds - \$72,290.00 4-10-25.docx*

EXHIBIT A

**AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
AND
UNITED WAY OF CENTRAL GEORGIA
277 Martin Luther King, Jr., Blvd, Suite 301
Macon, Georgia 31201
Phone 478-745-4732
Fax 478-741-1731**

**PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS PROJECTS**

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **United Way of Central Georgia**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

**ARTICLE I
DEFINITIONS AND IDENTIFICATIONS**

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant (CDBG-CV) Program or "Program"

The term "Macon-Bibb County Community Development Block Grant Coronavirus (CDBG-CV) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant Coronavirus applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant Coronavirus awarded by HUD.

HUD

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."**Low- and Moderate-Income Household**

The term “Low- and Moderate-Income Household” shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person

The term “Low- and Moderate-Income Person” shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count

A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations, and explanations are set forth. Such statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a single program of Community Development Block Grants Coronavirus (hereinafter “CDBG-CV”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon, through citizen participation workshops, the Mayor, and the M-BCG Commission, determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG’s CDBG-CV submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;
- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,
- (c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG-CV eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated to comply with various statutes, rules, and regulations of the United States as they pertain to the allocation

and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain the assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY25 (January 1, 2025 – December 31, 2025) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements be included in contracts for recipients of federal grant awards acting as pass through entities.

Federal Award:

Community Development Block Grant-CV

Subrecipient Name:

United Way of Central Georgia, Inc

Unique Entity Identifier:

GLVTLKKJDNK5

Federal Award Identification Number:

B-20-MW-13-0005

Federal Award Date:

September 1, 2020

Subaward period of performance start and end date:

January 1, 2025, thru December 31, 2025

Federal Funds Obligated:

\$72,290.00

Project Description:

To provide meals, paper goods, and disposable cleaning supplies for residents of Brookdale Resource Center.

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31201

CFDA Name and Number:

Community Development Block Grants/Entitlement Grants; 14.218

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment, and capital improvement, interest on debt associated with certain buildings, equipment, and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

**ARTICLE IV
PROJECT**

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **SEVENTY TWO THOUSAND TWO HUNDRED NINETY DOLLARS AND 00/100 CENTS (\$72,290.00)** (hereinafter the "Grant") to implement the following project (s): **"United Way of Central Georgia (Brookdale Resource Center) PY2025 CDBG-CV" Program.** This program shall provide meals, paper goods, and disposable cleaning supplies for residents of Brookdale Resource Center. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

**ARTICLE V
NOTICES**

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Manager
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee United Way of Central Georgia

Attention: George McCanless, Chief Executive Officer
277 Martin Luther King, Jr. Blvd.
Macon, GA 31201
Phone: 478-745-4732
Facsimile: 478-741-1731

ARTICLE VI **GENERAL CONDITIONS**

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants Coronavirus (CDBG-CV) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend, and indemnify the M-BCG from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV, and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
- (b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;
- (c) Ineffective or improper use of funds provided under this Agreement; or

- (d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant Coronavirus shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provides the services for which the Grant was made, the Sub-grantee will not carry out another CDBG-CV eligible project, and the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24

CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-CV program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-CV program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-

grantee has control over CDBG-CV funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion, reprogram the funds to another CDBG-CV eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG-CV funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, the Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

- (c) Time sheets shall be submitted as backup documentation for salary reimbursement.
- (d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts, or other documentation evidencing funds expended by Sub-grantee.
- (e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.
- (ii) Upon receiving the invoices, reports, and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State, and local laws and regulations.
- (iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.
- (iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

- (a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.
- (b) Sub-grantee shall make positive efforts to utilize small business and minority owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof, shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:
 - (a) Transferred to the M-BCG for the CDBG-CV program, or
 - (b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap, or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carrying out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this

definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee, state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in

and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG, along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by the Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by the Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer, or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-CV-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-CV assisted activity, or with respect to the proceeds from the CDBG-CV assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant,

officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

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

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

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

Signatures on following page

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST: MACON-BIBB COUNTY

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

Lester L. Miller, Mayor

Date

ATTEST: ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

Witness

Wanzina Jackson, Manager

Date

ATTEST: UNITED WAY OF CENTRAL GEORGIA

Witness

George McCanless, Chief Executive Officer

Date

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **United Way of Central Georgia PY2025 CDBG-CV Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Coronavirus program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY

The Brookdale Resource Center Temporary Emergency Shelter will provide meals, paper goods, and disposable cleaning supplies for residents of Brookdale Resource Center and Hello House.

IMPLEMENTATION PLANS

The center is responsible for staffing the center, providing food, supplies, and guidance necessary for its inception. The United Way of Central Georgia has been more involved in the operations of Brookdale Resource Center as they will be assuming management of the program

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

Alison Bender, Interim Shelter Director, will be involved in the administration of the CDBG-CV grant as the Shelter Manager and will be responsible for identifying clients that are being housed to prevent exposure to COVID-19 and working with them to ensure they return to stability.

B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Provide meals for onsite individuals	54	Jan.1, 2025 – Dec. 31, 2025	To provide all meals to 650 individuals receiving residential care in Brookdale Resource Center and Hello House
Proposed to Serve			650 Individuals

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, time sheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement, and comparing the Subgrantee's projected Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, M-BCG, and/or HUD. All monthly reports shall be submitted to the Department no later than the 15th of the following month.

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance, as determined by M-BCG, will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **January 1, 2025, and end on December 31, 2025**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG-CV funds or other CDBG-CV assets, including program income.

III. BUDGET

<u>Line-Item</u>	<u>Amount</u>
Food and Nutritional Supplies	\$72,290.00
TOTAL	\$72,290.00

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$72,290.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Coronavirus Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

- (a) Voucher System: All supporting documentation, such as purchase order, invoices, receiving reports, and requisitions
- (b) Books of Original Entry: Cash receipts and disbursements journal, general ledger
- (c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.
- (d) Personnel Records: Separate personnel file shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- (e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG-CV funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
- (f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payment of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.
- (g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes.
- (h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG-CV funds are used as petty cash.
- (i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.
- (j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG-CV funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BIG BROTHERS BIG SISTERS OF THE HEART OF GA, INC. GRANTING COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS (CDBG-CV) FUNDING, IN THE AMOUNT OF \$16,494.00, TO PROVIDE MENTORING SERVICES TO AT-RISK YOUTH; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic and Community Development Department (“ECD”) of the Macon-Bibb County Government and is funded by a Community Development Block Grant (“CDBG”) applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Big Brothers Big Sisters of the Heart of Ga, Inc. (“BBBS”) has applied for Community Development Block Grant – Coronavirus (“CDBG-CV”) funding, in the amount of \$16,494.00, from ECD; and

WHEREAS, BBBS intends to utilize CDBG-CV funds to provide mentoring services to 20 at-risk youth, who will be matched with a mentor and will receive services in a virtual environment for several hours each month; and

WHEREAS, BBBS will provide enrichment activities for adults and youth to participate in, including programs that support financial health, job search and career options, mental health, and education support; and

WHEREAS, ECD has determined this to be an eligible CDBG-CV activity and has selected BBBS for award of these funds; and

WHEREAS, a copy of the grant award agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these CDBG funds to this organization as recommended by ECD; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and Big Brothers Big Sisters of the Heart of Ga, Inc. for the County to provide CDBG-CV funding in the amount of SIXTEEN THOUSAND FOUR HUNDRED NINETY-FOUR DOLLARS AND 00/100 CENTS (\$16,494.00) to provide mentoring services to at-risk youth, as indicated 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 Authorizing Agreement with Big Brothers Big Sisters for CDBG-CV Funds - \$16,494 4-10-25.docx

EXHIBIT A

**AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
AND
BIG BROTHERS BIG SISTERS OF THE HEART OF GA, INC.
175 Emery Highway
Macon, Georgia 31217
Phone 478-745-3984**

**PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS PROJECTS**

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Big Brothers Big Sisters of the Heart of GA, Inc.**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

The Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, Public Law 116-136, is a law meant to address the economic fallout of the 2020 coronavirus pandemic (COVID-19) in the United States. The US Department of Housing and Urban Development (HUD) has announced the allocation of funding for Community Development Block Grant Coronavirus (CDBG-CV) grantees based on the fiscal year 2020 grant formula for Macon-Bibb County. These special funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic to mitigate the impacts of COVID-19.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

**ARTICLE I
DEFINITIONS AND IDENTIFICATIONS**

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant Coronavirus (CDBG-CV) Program or "Program"

The term "Macon-Bibb County Community Development Block Grant Coronavirus (CDBG-CV) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant Coronavirus applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant Coronavirus awarded by HUD.

HUD

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household

The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person

The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count

A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Community Development Block Grants Coronavirus (hereinafter "CDBG-CV") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG-CV submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;

- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,
- (c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG-CV eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is administrator for the Program, and is mandated to comply with various statutes, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain the assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III

UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY25 (January 1, 2025 – December 31, 2025) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provide certain elements be included in contracts for recipients of federal grant awards acting as pass through entities.

Federal Award:

Community Development Block Grant-CV

Subrecipient Name:

Big Brothers Big Sisters of the Heart of GA, Inc.

Agency Unique Entity Identification (UEI):

VLDJHBM TDDD4

Federal Award Identification Number:

B-20-MW-13-0005

Federal Award Date:

September 1, 2020

Subaward period of performance start and end date:

January 1, 2025, thru December 31, 2025

Federal Funds Obligated:

\$16,494.00

Project Description:

To provide mentoring services to at-risk youth of Bibb County. Youth will be matched with a mentor, will take place in a virtual environment several hours each month, until it is safe to meet in person.

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31201

CFDA Name and Number:

Community Development Block Grants/Entitlement Grants; 14.218

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of “Facilities”.

Pursuant to HUD regulations, Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **SIXTEEN THOUSAND FOUR HUNDRED NINETY FOUR DOLLARS AND 00/100 CENTS (\$16,494.00)** (hereinafter the "Grant") to implement the following project (s): **“Big Brother Big Sisters PY2025 CDBG-CV Program.”** to provide mentoring services to at-risk youth of Bibb County. Youth will be matched with a mentor in a virtual environment for several hours each month until it is safe to meet in person. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Manager
688 Walnut Street, Suite 101

Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-751-7390

If to Sub-grantee Big Brothers Big Sisters of the Heart of GA, Inc.
Attention: Betsy Fitzgerald, CEO
175 Emery Highway
Macon, Georgia 31217
Phone: 478-745-3984

ARTICLE VI **GENERAL CONDITIONS**

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants Coronavirus (CDBG-CV) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding sources. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV, and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by a written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
- (b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant Coronavirus shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event, the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG-CV eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-CV program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-CV program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials,

equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG-CV funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-CV eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG-CV funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as

Exhibit “D” detailing the amount of funds expended.

(c) Timesheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts, or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

(ii) Upon receiving the invoices, reports, and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State, and local laws and regulations.

(iii) The Department shall authorize the M-BCG’s Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:
 - (a) Transferred to the M-BCG for the CDBG-CV program, or
 - (b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII **PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b), and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed,

or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by the Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by the Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer, or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-CV-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-CV -assisted activity, or with respect to the proceeds from the CDBG-CV -assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public

agency.

5. Lobbying

The Sub-grantee hereby certifies that:

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

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

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

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

Lester M. Miller, Mayor

Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

Witness

Wanzina Jackson, Manager

Date

ATTEST:

BIG BROTHERS BIG SISTERS OF THE
HEART OF GA, INC.

Witness

Betsy Fitzgerald, CEO

Date

EXHIBIT "A"

SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Big Brother Big Sisters Out of the Heart of Georgia, Mentoring for Change in Macon-Bibb County, PY2025 CDBG-CV Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. These special funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic to mitigate the impacts of COVID-19. Such program will include the following activities eligible under the Community Development Block Grant Coronavirus program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY

Big Brothers Big Sisters of the Heart of Georgia ("BBBS") will provide mentoring program services to 20 at-risk youth of Bibb-County. Youth will be matched with a mentor, will take place in a virtual environment for several hours each month until it is safe to meet in person. BBBS will also provide enrichment activities in-person or virtually for adults and youth to participate in, including programs supporting financial health, job search and career options, mental health, and education support. Expanded services will be provided to families due to COVID-19 including additional match support, connecting families to vital services needed due to the pandemic including physical and mental healthcare, food access, and financial assistance.

Potential Littles in this program will be middle and high school-aged students with one or more of the following risk factors:

- Having a sibling, parent, or significant family member who has been incarcerated; or a sibling involved with the juvenile justice system
- Dealing with opioid/substance abuse problems
- Teen Pregnancy
- Living in a single-parent household
- Living at or below the poverty line
- School dropout or inconsistent attendance
- Exposure or potential exposure to violence

Eligible youth will participate in one of our traditional programs including school-based and community-based programs or they may participate in our new Beyond School Walls workplace mentoring program.

IMPLEMENTATION PLANS

All of our core mentoring practices align with the standards outlined in the Elements of Effective Practices for Mentoring, including the benchmarks and enhancements outlined in the checklist. Our standards have evolved but have always been followed for over 66 years.

We have addressed each standard below:

Standard 1 – Recruitment: Our recruitment process for mentors and parents/caregivers starts with

a candid conversation with one of our customer relations staff that sets expectations for the program, including the benefits, practices, and challenges. We help young people and their parents understand what mentoring is and what they can expect from a mentoring relationship. Written statements outline eligibility requirements for mentors and mentees in the program.

Standard 2 – Screening: Safety is a top priority. Mentor screening begins with an application to the program and a comprehensive criminal background check including searching national and local criminal records databases along with sex offender and child abuse registries. We conduct a reference check with three references, including personal and professional contacts. If the reference checks and references are satisfactory, we complete an in-depth, face-to-face interview with the mentor. The mentor agrees to a one-year minimum commitment (12 months for our community-based program, school year for school-based). The parent/guardian agrees to participate in enrichment activities provided by the agency or agency partners.

Standard 3 – Training: Mentor training includes a minimum of two hours of in-person or online, pre-match training that includes the following topics:

- Program rules
- Mentor's goals and expectations for the mentor/mentee relationship
- Mentor's obligations and appropriate roles
- Relationship development and maintenance
- Ethical issues that may arise related to the mentoring relationship
- Effective closure of the mentoring relationship
- How to access the support available to all mentors

The program provides evidence-based training materials to use for the sessions, and additional pre-match training opportunities are offered beyond the two-hour, in-person requirement. The program addresses the following developmental topics in the training:

- Youth development process
- Cultural, gender, and economic issues
- Opportunities and challenges associated with mentoring youth involved with juvenile justice

The program also uses the training to continue to screen mentors for suitability and develops techniques for early troubleshooting should problems be identified. Ongoing training, as identified by monthly match support contacts, is provided to volunteers, youth, and parents/guardians as needed.

For mentees and their parent/guardian(s), we provide an introductory orientation to train on the following topics:

- Program guidelines
- Mentor's obligations and appropriate roles
- Mentees' obligations and appropriate roles
- Parent/guardian involvement guidelines

We utilize a signed match agreement to make sure all parties understand their roles.

Standard 4 – Matching: BBBS assesses a number of factors, including the aims/goals of the specific program and the characteristics of the mentor and mentee. For example, we look at interests, proximity, availability, age, gender, race, ethnicity, personality, and expressed preferences of mentor, mentee, and parent/guardian when making matches. We conduct an initial match meeting with BBBS program staff in attendance to introduce the participants, review the “ground rules,” discuss and develop a Youth Outcomes Development Plan (YODP), and celebrate the new mentoring relationship.

Standard 5 – Monitoring and Support: BBBS program staff contact the mentor, mentee, and parent/guardian at least twice the first month and a minimum of once a month, every month thereafter. This contact allows us to document information about each mentor-mentee contact, including, at a minimum, the date, length, and nature of the contact. BBBS staff provides mentors with expert advice during these conversations. Web-based resources, mentor support groups, and social service referrals to help mentors negotiate challenges in the mentoring relationships as they arise. We follow evidence-based protocol to elicit more in-depth assessment from the mentor and mentee about their relationship, while using scientifically tested relationship assessment tools developed by Big Brothers Big Sisters of America.

Our agency will also provide one or more opportunities per year for post-match mentor training as well as group activities for the mentors and their mentees. We offer information about activities that matches may wish to participate in together and provide donated tickets for activities. We also thank mentors and partners annually, recognizing their contributions during the year.

Standard 6 – Closure: BBBS has procedures in place to manage anticipated and unanticipated closures, including a system for a mentor or mentee rematch, when appropriate. We conduct and document exit interviews with mentors and mentees. We encourage all matches that are on track to continue in the program. We have a written statement outlining the terms of match closure and policies for mentor/mentee contact after a match ends.

Due to COVID-19, program delivery will be revised to ensure the safety of our youth, mentors, and their families. We will follow all CDC and government guidelines. Match meetings, events, interviews, training, and other program activities will take place in a virtual environment until it is safe to meet in person. BBBS will provide masks to staff, volunteers, and youth as needed and ensure the cleanliness of our office and event locations following provided CDC and government guidelines.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

The Director of Programs, Betsy Fitzgerald, will oversee project implementation. This position will be responsible for quality assurance and staff supervision.

The President & CEO, Betsy Fitzgerald, will oversee the overall operations of the program, data collection, and reporting. In addition, she will play a key role in volunteer and partner cultivation and recruitment while expanding agency funding. The Director of Programs and her will set goals and recruitment targets for program staff. She will also be responsible for the oversight of all finance, accounting, and financial reporting activities. She will ensure the agency has the systems and procedures in place to support effective program implementation and conduct flawless audits. She will work closely with program members, not only to educate them regarding finance and accounting procedures but also to explore how the finance function can support program

operations. She will ensure that the program implementation and program audits are completed correctly.

Our Mentoring Relationship Specialists will support this project. Although each specialist will provide customer service, each will provide additional services based on their job focus, including recruitment, mentor and child enrollment, training, match support, and family and match engagement activities.

Program quality is ensured by hiring staff holding at least a Bachelor's Degree in related fields including social work, counseling, or education. An exception may be made if an employee demonstrates significant equivalent work experience. The Director of Programs and President & CEO collectively have over 40 years of nonprofit experience, including serving disadvantaged children, and serve as a foundation for training and support to ensure adherence to grant requirements.

B. National Objectives

The Sub-grantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Sub-grantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Mentoring Services	4-12 hrs. each month	Jan. 1, 2025 – Dec. 31, 2025	80% of program youth improve their attitudes towards risky behaviors including using tobacco, drugs, drinking, skipping school, hitting someone, and breaking rules in school. 80% of program youth improve their attitudes towards risky behaviors and including using tobacco, drugs, drinking, skipping school, hitting someone, and breaking rules in school. 80% of youth in the program will avoid any new involvement with the juvenile justice system
2) Youth and Adult Enrichment Activities	Up to 2 per month	Jan. 1, 2025 – Dec. 31, 2025	Availability and accessibility of services to low-income families. Services are at no cost to 100% of our families and volunteers. Services support and enhance existing social supports, creating strong individuals, families, and communities. 80% of program youth improve their

			attitudes towards risky behaviors, including using tobacco, drugs, drinking, skipping school, hitting someone, and breaking rules in school.
			80% of youth in the program will avoid any new involvement with the juvenile justice system.
3) Proposed to Serve			20 Individuals

SUB-GRANTEE is also responsible for submitting monthly progress reports, time sheets, participant eligibility forms, and any other documentation deemed necessary to the M-BCG monitoring official during the funding cycle. These records shall be retained at least four (4) years after the contract expires.

D. Performance Monitoring

The Sub-grantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Sub-grantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Sub-grantee's compliance with the terms and conditions of this Agreement, and comparing the Sub-grantee's projected Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Sub-grantee shall furnish the Department, the M-BCG, or its designee copies of such records and information as the Department or the M-BCG deems necessary. In addition, the Sub-grantee shall submit monthly progress reports as required by Section 7-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, the M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15th of the following month.**

The M-BCG will monitor the performance of the Sub-grantee against goals and performance standards as stated above. Substandard performance as determined by the M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-grantee within a reasonable period of time after being notified by the M-BCG, contract suspension or termination procedures will be initiated.

E. The Macon-Bibb County Government's Recognition

The Sub-grantee shall insure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Sub-grantee shall start on **January 1, 2025 – December 31, 2025**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-grantee remains in control of CDBG-CV funds or other CDBG-CV assets, including program

income.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Mentoring Relationship Specialist (\$20/ hr.)	\$ 3,250.00
Mentoring Relationship Specialist Customer Service (\$20/hr.)	\$ 3,250.00
Deep Cleaning and Office Sanitation	\$ 3,000.00
Quality Assurance Service for Program	\$ 414.00
Program Liability Insurance	\$ 300.00
Youth and Mentor Recruitment (Marketing/Advertising)	\$ 2,500.00
Match Recruitment Events	\$ 1,000.00
Match & Family Activities	\$ 1,000.00
General Office Supplies	\$ 30.00
Criminal Background Checks (\$50 each)	\$ 850.00
Matchforce/Mentoring	\$ 300.00
Safety Supplies (sanitation; cleaning)	\$ 600.00
TOTAL	\$ 16,494.00

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$16,494.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Coronavirus Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

(a) Voucher System: All supporting documentation, such as purchase order, invoices, receiving reports, and requisitions

(b) Books of Original Entry: Cash receipts and disbursements journal, general ledger

(c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.

(d) Personnel Records: Separate personnel file shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

(e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG-CV funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

(f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payment of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG-CV funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased

with CDBG-CV funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after the termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FAMILY ADVANCEMENT MINISTRIES, INC. GRANTING COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS (CDBG-CV) FUNDING, IN THE AMOUNT OF \$15,790.95, TO PROVIDE ELIGIBLE FAMILIES WITH DAYCARE ASSISTANCE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic Community Development Department of the Macon-Bibb County Government (“ECD”) and funded by a Community Development Block Grant applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Family Advancement Ministries, Inc. (“FAM”) has applied for Community Development Block Grant – Coronavirus (“CDBG-CV”) funding, in the amount of \$15,790.95, from ECD; and

WHEREAS, FAM currently serves the needs of many low-income families when those families are faced with financial or personal crisis; and

WHEREAS, FAM intends to utilize the CDBG-CV funds to provide eligible parents with daycare assistance while they are working or in school; and

WHEREAS, ECD has determined this to be eligible CDBG-CV activity and has selected FAM for award of these funds; and

WHEREAS, a copy of the grant award agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these CDBG-CV funds to this organization as recommended by ECD; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and Family Advancement Ministries, Inc., for the County to provide CDBG-CV funding in the amount of FIFTEEN THOUSAND SEVEN HUNDRED NINETY DOLLARS AND 95/100 CENTS (\$15,790.95) to provide eligible parents with daycare assistance while working or in school, as indicated 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 Authorizing Agreement with Family Advance Ministries for CDBG-CV Funds - \$15,790.95 4-10-25.docx

EXHIBIT A

**AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
AND
FAMILY ADVANCEMENT MINISTRIES, INC.
538 Orange Street
Macon, GA 31201
Phone 478-746-9803
Fax 478-745-0847**

**PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS PROJECTS**

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Family Advancement Ministries, Inc.**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

The Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, Public Law 116-136, is a law meant to address the economic fallout of the 2020 coronavirus pandemic (COVID-19) in the United States. The US Department of Housing and Urban Development (HUD) has announced the allocation of funding for Community Development Block Grant Coronavirus (CDBG-CV) grantees based on the fiscal year 2020 grant formula for Macon-Bibb County. **These special funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic to mitigate the impacts of COVID-19.**

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

**ARTICLE I
DEFINITIONS AND IDENTIFICATIONS**

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant Coronavirus (CDBG-CV) Program or "Program"

The term "Macon-Bibb County Community Development Block Grant Coronavirus (CDBG-CV) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

HUD

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household

The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person

The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count

A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter "CDBG-CV") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG-CV submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;
- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,

(c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG-CV eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as the administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY25 (January 1, 2025 – December 31, 2025) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:

Community Development Block Grant-CV

Subrecipient Name:

Family Advancement Ministries, Inc

UEI Number:

J8RMY8GLZKN

Federal Award Identification Number:

B-20-MW-13-0005

Federal Award Date:

September 1, 2020

Subaward period of performance start and end date:

January 1, 2025, thru December 31, 2025

Federal Funds Obligated:

\$15,790.95

Project Description:

Provide eligible families with daycare assistance to families who have been affected by COVID-19 and are returning to the workforce.

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)

Macon-Bibb County, Economic, and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31201

CFDA Name and Number:

Community Development Block Grants/Entitlement Grants; 14.218

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

**ARTICLE IV
PROJECT**

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **FIFTEEN THOUSAND SEVEN HUNDRED NINETY DOLLARS AND 95/100 CENTS (\$15,790.95)** (hereinafter the "Grant") to implement the following project (s): "**Family Advancement Ministries (childcare) PY2025 CDBG-CV program.**" Support for parents to engage in the workforce and protect their children by providing childcare. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

**ARTICLE V
NOTICES**

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190

Facsimile: 478-910-2347

If to Sub-grantee Family Advancement Ministries
Attention: Gwendolyn Rolfes, Executive Director
538 Orange Street
Macon, GA 31201
Phone: 478-746-9803
Facsimile: 478-745-0847

ARTICLE VI **GENERAL CONDITIONS**

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG-CV)) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line item changes to the Sub-grantee's budget as long as such changes do not increase the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
- (b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

- (c) Ineffective or improper use of funds provided under this Agreement; or
- (d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(b) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event, the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG-CV eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG-CV program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-CV program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing

statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-CV eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG-CV funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

- (c) Timesheets shall be submitted as backup documentation for salary reimbursement.
- (d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.
- (e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.
- (ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.
- (iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.
- (iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance funds and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

- (a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.
- (b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:
 - (a) Transferred to the M-BCG for the CDBG-CV program, or
 - (b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

- (a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended,

Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this

definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in

and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

- (a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- (b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- (c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-CV assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-CV assisted activity, or with respect to the proceeds from the CDBG-CV assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is

an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

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

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

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that the venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

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

Lester M. Miller, Mayor

Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

Witness

Wanzina Jackson, Director

Date

ATTEST:

FAMILY ADVANCEMENT MINISTRIES,
INC.

Witness

Gwendolyn Rolfes, Executive Director

Date

EXHIBIT "A"

SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Family Advancement Ministries, Inc (Childcare) in Macon-Bibb County PY2025 CDBG-CV Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY

Family Advancement Ministries (FAM) will provide eligible families with childcare assistance while the parent is working or attending school. This subsidy will cover the cost of childcare for children until the GA CAPS program begins its subsidy. This is for families affected by COVID-19 and returning to the workforce with job loss or reduction of hours. Administration costs include the amount of time our case worker spends on activities for this grant, including interviews, required documentation, and follow-up.

IMPLEMENTATION PLANS

To start within FAM's program, a parent or legal guardian should contact our offices. The family will be assigned to our case manager, who will explain our processes and required documentation. Once it has been established that the parent is or has returned to the workforce and provides a statement regarding COVID-19 and all required documentation received, we will contact the childcare (chosen by the parent) and establish the costs of childcare for each child and any registration or deposits required.

Once all these requirements are met, payments for the agreed amount(s) are sent directly to the childcare provider. Once GA CAPS payments are received by the childcare provider, FAM will cease all payments.

DESCRIPTION OF RELEVANT PERSONNEL/ADMINISTRATIVE PROCESSES

Family Advancement Ministries Direct Services manager, Kyla Isom, is responsible for the implementation of this program, and a portion of her salary is funded by the CDBG-CV grant. Her responsibilities include the collection of client documents and the determination of eligibility within this program. Ms. Isom will also interview each client and assess the family's additional needs as they transition into the workforce.

All financial considerations are finalized by the Chief Financial Officer, David Bearchell, and the Executive Director, Gigi Rolfes. These positions are not funded by the CDBG-CV grant.

B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Childcare Assistance	4 clients	January 1, 2025 – December 31, 2025	50 individuals will receive an additional 4-6 weeks of childcare assistance.
To be Served			50 Individuals

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to five (5) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement and comparing the Subgrantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, M-BCG, and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15th of the following month.**

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **January 1, 2025 – December 31, 2025**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG-CV funds or other CDBG-CV assets, including program

income.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Childcare Subsidies	\$13,060.95
Support Staff (\$24.15/hr.)	\$ 2,730.00
TOTAL	\$15,790.95

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$15,790.95**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least five (5) years after the Contract expires.

EXHIBIT "B"

PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Coronavirus Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

- (a) Voucher System: All supporting documentation, such as purchase order, invoices, receiving reports, and requisitions
- (b) Books of Original Entry: Cash receipts and disbursements journal, general ledger
- (c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.
- (d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- (e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG-CV funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other) shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
- (f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.
- (g) Checking Accounts: Monthly bank reconciliation shall be conducted by the Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.
- (h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG-CV funds are used as petty cash.
- (i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.
- (j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG-CV funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least five (5) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.
3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT WITH RIVER EDGE FOUNDATION, INC., IN THE AMOUNT OF \$180,000.00, TO BE PAID FROM FEDERAL HOME PROGRAM & COMMUNITY BLOCK DEVELOPMENT GRANT FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, on August 1, 2023, by Resolution R-23-0157, the Macon-Bibb County Commission (“Commission”) authorized an agreement with River Edge Foundation, Inc., (“River Edge”), for the construction of “Serenity Courtyard”, a community of 26 one-bedroom, sing-family “tiny homes” to provide permanent supportive housing for low and very low-income people (the “Project”), in the amount of \$600,000.00; and

WHEREAS, thereafter, in the course of performing the work contemplated by the Independent Contractor Agreement, it was discovered that soil conditions at the project site were unstable and required mitigation in order to provide stable ground for the construction of the Project; and

WHEREAS, in response to the needed ground stabilization efforts, the Macon-Bibb County Commission, by R-24-0055, approved a change order to that Independent Contractor Agreement in the amount of \$299,605.49, bringing the last approved contract price to \$899,605.49; and

WHEREAS, thereafter, pursuant to Macon-Bibb County Code of Ordinances Section 19-5.8, a change order in the amount of \$34,928.30 was approved to River Edge Foundation, Inc. to pay for the provision of electrical services to the 26 “tiny homes”; and

WHEREAS, additional funds are required to provide for unforeseen additional infrastructure needed to complete the Project, at an additional cost of \$180,000.00; 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 as it is greater than twenty percent of the last approved contract price of \$899,605.49; and

WHEREAS, the Commission recognizes the crucial importance of the Project in supporting vulnerable members of the Macon-Bibb Community and desires to authorize the expenditure of additional HOME program and Community Block Development Grant (CBDG) grant funds necessary to ensure the completion of the Project; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an amendment to the Independent Contractor Agreement with River Edge Foundation, Inc., whereby Macon-Bibb County will provide additional funding in the amount of ONE HUNDRED EIGHTY THOUSAND DOLLARS AND 00/100 CENTS (\$180,000.00), to be paid from HOME and CBDG grant funds, with such contract amendment in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference.

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

BE IT FURTHER RESOLVED 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 Change Order or Amendment to River Edge for Serenity Courtyard
\$180000.00 4-8-25.docx*

EXHIBIT A



CHANGE ORDER

CHANGE ORDER# 03 INITIATION DATE 9/13/2024 CONTRACT DATE 5/8/2024

RIVER EDGE FOUNDATION, INC/STAFFORD BUILDER AND CONSULTANTS 2918 BLOOMFIELD DRIVE, MACON GEORGIA 31206
DEVELOPER/CONTRACTOR PROJECT ADDRESS

The undersigned contractor is directed to make the following changes to the original scope of work. The undersigned Developer agrees and authorizes the below described changes. If the changes described below result in an increase to the cost of the job, the increase shall be charged to the Homeowner unless otherwise noted. All terms and conditions contained in the original agreement and any amendments thereto remain in full force and effect. **This Change Order is not valid and none of the work items are to be undertaken until signed by the Developer, the Contractor and the ECDD Staff persons indicated below.**

To pay for additional infrastructure costs for the development.

Net amount of adjustment \$180,000.00

Contract Amount.....**\$934,533.79**
Change Order Equals an ☒ Increase ☐ Decrease ☐ No Change of **\$180,000.00**
The Contract Amount following the most recent Change Order is.....**\$1,114,533.79**

☐ YES ☒ NO The Completion Date is extended as a result of this change. If YES, the new Completion Date is _____

_____ CONTRACTOR'S SIGNATURE	_____ DATE	RIVER EDGE FOUNDATION, INC. _____ COMPANY'S NAME	
_____ CONSTRUCTION SERVICES MANAGER	_____ DATE	_____ ECDD DIRECTOR'S SIGNATURE	_____ DATE
_____ MAYOR'S Signature	_____ Date		

NO WORK IS TO BE DONE WITHOUT ALL SIGNATURES



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 OR ISSUE A PURCHASE ORDER TO LFG SPECIALTIES, LLC – AN APTIM COMPANY - FOR THE PURCHASE OF A LANDFILL FLARE SYSTEM, IN THE AMOUNT OF \$285,220.00, TO BE PAID FROM THE SPLOST 2018 FUND – CLOSURE AND POST-CLOSURE CARE – CLOSURE – MACHINERY & EQUIPMENT LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, throughout the process of closing the Walker Road Landfill, Macon-Bibb County has been renting a flare system that is used to collect and control gas produced by the landfill; and

WHEREAS, renting such equipment is costly, and is not a permanent solution to the County’s need for a flare system that will operate on the landfill land for years to come; and

WHEREAS, the County has, through its landfill closure contractors, contacted several different vendors to find a permanent flare system for the landfill; and

WHEREAS, the County has determined that LFG Specialties, LLC – an APTIM Company – is the sole source provider for the needed equipment; and

WHEREAS, LFG Specialties, LLC – An APTIM Company – has provided a quote for the required equipment, attached hereto and incorporated herein as Exhibit A, in the amount of \$285,220.00; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Mayor to enter into an agreement with or issue a purchase order to LFG Specialties, LLC – an APTIM Company – in the amount of \$285,220.00 for the purchase of a landfill flare system; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with or issue a purchase order to LFG Specialties, LLC – an APTIM Company - for the purchase of a landfill utility flare system, in the amount of \$285,220.00, as quoted in Exhibit A, to be paid from the SPLOST 2018 Fund – Closure and post-closure care – Closure – Machinery & Equipment line item.

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

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

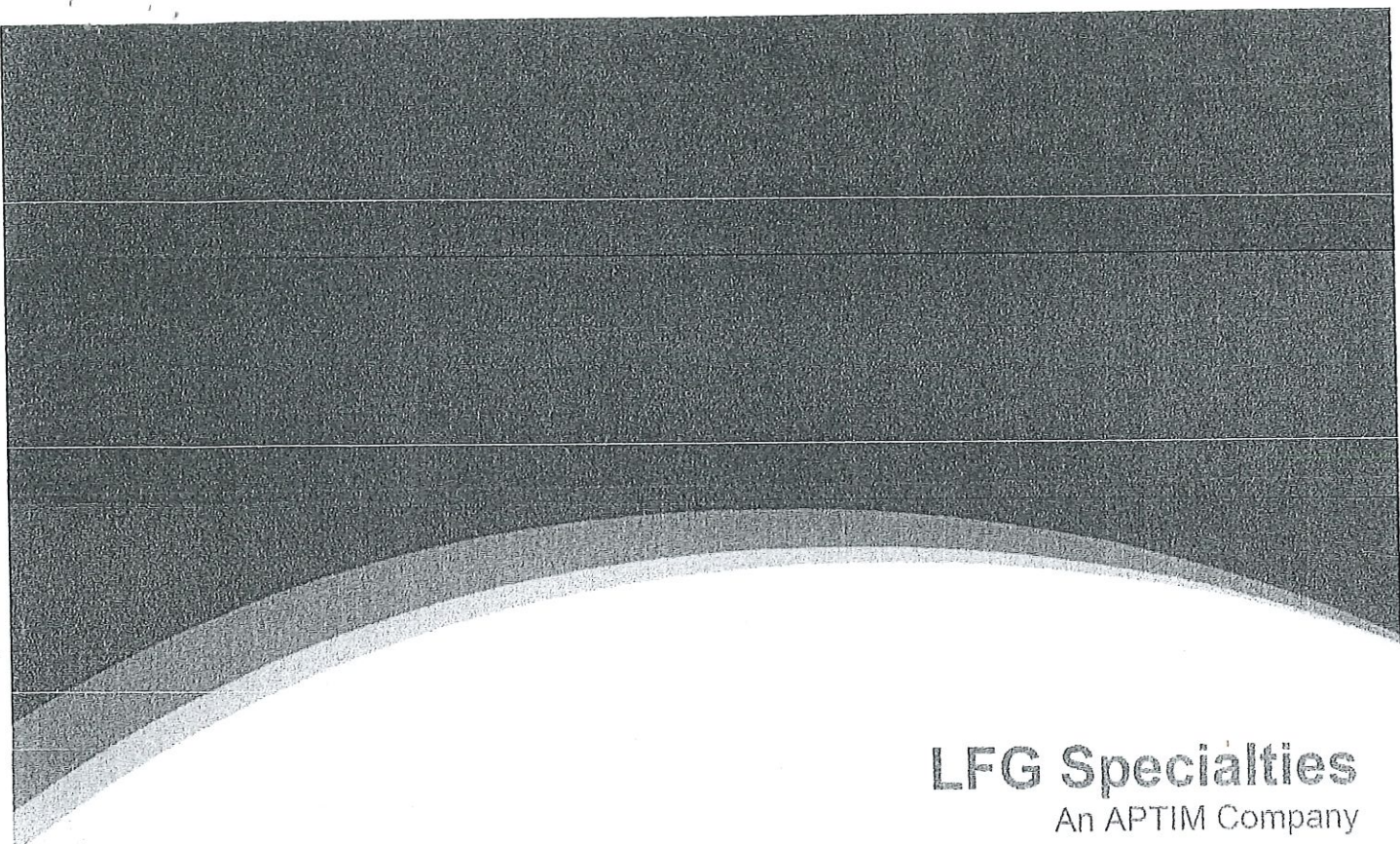
By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with LFG Specialties APTIM for Landfill Utility Flare System - \$285,220.00 4-9-2025.docx

EXHIBIT A



LFG Specialties

An APTIM Company

Proposal & Pricing

Utility Flare System
600 SCFM

Model PCFT622I6

Prepared for:

Anthony Rodriguez
Triple Point Engineering
(478) 476-0700
trodriguez@tpointeng.com
Macon Bibb Landfill
Macon, Georgia

Reference #: 082404R2

March 12, 2025

Presented by:

Andy Teske
Project Manager
LFG Specialties
(419) 749-6649 Office
Andrew.Teske@aptim.com

Alternate Contact:

Lee Zink
Senior Project Manager
LFG Specialties
(419) 425-6190 Office
(567) 294-9780 Cell
Lee.Zink@aptim.com





SALES AGREEMENT

This sale agreement "Agreement" which includes the Equipment Specification and Terms and Conditions of Sale below is entered into on the undersigned date, by and between the seller, LFG Specialties, L.L.C. a Louisiana corporation, and purchaser, _____ (hereinafter "Purchaser").

- A. LFG Specialties is the manufacturer of certain flare "Equipment" more fully described in paragraph 1. below, "Equipment Specification".
- B. Purchaser wishes to purchase from LFG Specialties such Equipment on the terms and conditions set forth herein.

Therefore, in consideration of the covenants contained herein and for other good and valuable consideration, the legal sufficiency of which is acknowledged, the parties wishing to be legally bound agree as follows:

I. EQUIPMENT SPECIFICATION

Purchaser hereby agrees to purchase from LFG Specialties such Equipment and Services as described in this Agreement per the following and subject to the standard "Terms and Conditions of Sales" herein:

A. Equipment Scope:

LFG Specialties' scope of equipment supply and brief description of the system is listed below. For additional technical information, please see Section G.

1. One LFG Specialties fully assembled skid mounted landfill gas candlestick flare including:
 - One flare Model CFT622I6 with peripheral equipment (capacity 75 – 750 SCFM of landfill gas at 30-50% methane content)
 - Designed and constructed to operate as a complete unit to minimize installation and start-up time completely fabricated, assembled, pre-wired and tested prior to shipment.
 - **Stack delivered completely wired from the stack junction box to the thermocouples, UV eye and igniter. Also from the stack junction box to the main control and power panels.**
 - One 6 in. L&J model 94307 or equal eccentric aluminum flame arrester
 - One propane pilot assembly with automatic igniter system
 - Flare controls as stated in control rack below
 - All skid components, interconnecting carbon steel piping, and wiring
 - Two Continental model 031A-04 or equal landfill gas multistage centrifugal blower
 - Design conditions: 150 - 600 SCFM, 50 in. w.c. vacuum, 15 in. w.c. discharge pressure, 100 °F inlet gas temperature, 500 ft. asl.
 - Direct drive arrangement
 - 20 HP, 460 VAC, 3 PH, 60 HZ, TEFC motor
 - Configuration (2) 100% blowers
 - Each blower will have automated isolation valves (6 in. fail closed valves noted below) that close on the primary blower and open on the secondary blower in the event the primary blower (or motor) fails
 - Associated instrumentation including vacuum, pressure and temperature gauges
 - Two sets of associated flex couplings
 - Two 6 in. fail closed automatic electric header valves located at blower inlet
 - Two 6 in. fail closed automatic electric header valves located at blower discharge
 - One 24 in. condensate knock-out pot including:
 - Internally coated, externally painted, carbon steel construction

Utility Flare Model PCFT622I6
Sales Agreement No. 082404R2
March 12, 2025



- 20 micron stainless steel demister/filter
- 6 in. inlet and 6 in. outlet
- Liquid level sight glass, high level switch, and drain port
- One 8 ft. wide by 24 ft. long structural steel skid with non-skid deckplate
- One O&M Manual (electronic copies) including: User manual, cut sheets, and drawings
- 2. One skid mounted control rack assembly including:
 - Flame-Trol V automatic PLC based flare controller with Allen Bradley Compactlogix PLC and touch-screen interface
 - One Yokogawa model DX1006 six channel paperless chart recorder to record flame temperature and landfill gas flow
 - Two 20 HP, 460 VAC, 3 PH, 60 HZ, variable frequency drive for inlet vacuum and flow limit control
 - Inlet vacuum control utilizes the pressure transmitter located at the inlet of the system
 - Flow limit control utilizes the thermal dispersion flow meter preceding the flare stack
 - Power distribution panel
 - Main power disconnect and step down transformer
 - All panels carry a UL certification
 - FT-CONNECT™ for remote access including:
 - Package will be connected through cellular service to allow remote access to the flare control system. The connection will be established through the internet via a virtual private network (VPN). The supported wireless protocol is general packet radio service (GPRS).
 - Access available to the PLC, OIT and chart recorder
 - Alarms can be setup to send text messages or emails; List of alarms and contact information required prior to startup
 - Additional features through smart phones available upon request
 - Cellular service not included in the scope of this proposal; however pricing can be provided upon request.
 - Structural roof for heat and weather protection

Notes:

1. Site preparation, unloading, and installation by others.
2. Landfill gas supply system must be properly engineered to provide a stable gas supply for the flare system to function properly.
3. A properly designed condensate removal system must be in place within 50 ft. upstream of the flare system for reliable operation. Additionally, all condensate drain lines on the skid to be connected, by others, prior to start up. A recommended drain line schematic available upon request.
4. The flare system must be supplied power from a stable energy source with a voltage deviation of no more than 7%.

B. Price Schedule:

LFG Specialties Model PCFT622I6 Utility Flare System as described in Section A, items 1 and 2 FOB Findlay, OH,
excluding tax, is **\$ 272,120.00**

Three days of start-up assistance and training (travel and living expenses are included)* **\$ 6,400.00**

***NOTE:** Should the system not be commissioned by LFG Specialties, the warranty will be void.

Utility Flare Model PCFT622I6
Sales Agreement No. 082404R2
March 12, 2025



Estimated shipping and handling from LFG Specialties shop to site (shipping to be charged at actual cost plus 15% handling fee) **\$ 6,700.00**

ALL PRICING IS FOB — FINDLAY, OHIO

This pricing does not include any pending tariffs that may be imposed. Due to market volatility and the uncertainty surrounding tariffs and their effect on both foreign and domestic sourced materials we reserve the right to increase the above quoted prices based on the material costs at the time of order.

C. Shipment Terms:

Shipment terms are F.O.B. LFG Specialties' facilities, Findlay, Ohio. LFG Specialties Sales Agreement calls for the Purchaser to pay all installation costs, freight from our facility to the project site all applicable taxes and necessary freight insurance.

D. Shipment Schedule:

LFG Specialties makes every effort to meet our Customers delivery requests and special requirements. Shipment for the flare system outlined in this Agreement is:

Long Lead Submittal: 1 to 2 weeks after receipt of order for submittal drawings

Mechanical Drawing Submittal: 4 to 5 weeks after receipt of approval for long lead submittal

Electrical Drawing Submittal: 6 to 8 weeks after receipt of approval for long lead submittal

Equipment Ready to Ship: 24 to 28 weeks from receipt of approval for submittal drawings
(Due to current supply chain shortages brought on by the pandemic, workforce shortages and other challenges that are out of our control, the schedule outlined herein is being provided for reference only. The schedule proposed herein is based on long lead deliveries from our vendors at the time that this proposal was prepared. However, new challenges are brought on weekly, if not daily. We understand the importance in meeting schedules and will do our best to hold true to these schedules. Should a supply issue occur, we will diligently communicate the issue and work to find and offer alternatives to meet the needs of the project to progress forward.)

A storage fee of \$100.00 per week may be charged if the site cannot accept delivery of the unit by the scheduled shipment date.

E. Payment Terms:

Terms of payment are 100% net due 30 days from date of invoice. Invoices will be issued on a progress basis according to the following schedule:

Milestone	Amount
Project Award	50% (Invoiced at project award. Unit will not be shipped until payment has been received.)
Ready to Ship	40% (Invoiced 4 weeks prior to shipment. Startup will not be scheduled until 40%)



Start up Completion payment has been received.)
10% (Invoiced after successful completion of startup or 4 months after shipment,
whichever occurs first.)

Prices are quoted firm for prompt acceptance and shipment per delivery schedule. Proposals are valid for 45 days from date of issue.

Prices do not include any taxes, duties or assessments.

All equipment is FOB Findlay, OH. Sales and Use Tax is not included.

Purchaser will provide the appropriate exemption or direct pay certification for sales or use tax. Should these exemptions not be available, sales or use tax will be invoiced by separate line items and is in addition to the Total Equipment Cost.

F. Field Service Rates and Availability:

LFG Specialties can furnish an onsite advisor during any aspect of the installation and erection or startup of our equipment deemed necessary by our customers in accordance with our standard "Terms and Conditions of Sales". LFG Specialties recommends 3 days of startup assistance and training for utility flares. Service personnel should be scheduled two weeks in advance for standard installation, erection, start-up or service work. The Customer Installation Checklist must be signed and returned prior to these services being performed.

Additional onsite field service time will be charged \$1,600.00 per day, (work or travel). If required, airfare and rental cars will be an additional charge.

G. Technical Data:

1. Gas Composition

- 30-50% CH₄, Remainder – CO₂, Air, Inerts (gas compositions greater than 50% CH₄ will result in a radiation level greater than 500 BTU/ft² at 6 ft. elevation)
- H₂S to be less than 1000 ppm (for concentrations greater than 1000 ppm please contact LFG Specialties concerning design of system)
- O₂ to be less than 5%
- Temp/Pres: 100° F, 12 in. w.c.

2. Flare Size

- 6 in. tip, 22 ft. overall height flare

Note: A minimum distance from power lines and structures of 4 times the stack height must be maintained around the flare. If this distance is not feasible, please contact LFG Specialties engineering.

3. Destruction efficiency at design flow with gas methane content 30 to 50% -- 98% overall destruction of total hydrocarbons (per the US EPA AP-42)

- Guaranteed to meet E.P.A. emission standards for landfill gas disposal in utility "candle type" flares.



Note: Flare is designed in accordance with the United States Environmental Protection Agency (EPA) established criteria for open flares, 40 CFR 60.18.

4. Minimum methane content required to maintain stable flame and 98% destruction efficiency -- 30%
5. Expected emissions at maximum flow, 50% methane content and 1400°F combustion temperature:

N2	73.5	% vol.
O2	13.6	% vol.
CO2	6.0	% vol.
H2O	6.9	% vol.
NOx	0.068	lbs./MMBTU ¹
CO	0.31	lbs./MMBTU ²

6. Pressure loss through the flare, from the inlet flange through the flare stack, will typically be less than 10" w.c.
7. All utility flare units are designed and constructed to meet Seismic zone 4 guidelines and 100-mph wind loading requirements (per ASCE 7-88, Exp. C).
8. LFG Flow Ranges: The flare stack has a flow turndown ratio of 20:1 based on BTU content. The blower has a flow range outlined in Section A.

H. Equipment Warranty:

LFG Specialties guarantees the Equipment as outlined and specified in this Agreement for the period of twelve (12) months from date of shipment.

Along with standard Material, Workmanship and Performance Warranties outlined in the standard "Terms and Conditions of Sales" herein, LFG Specialties guarantees the equipment to meet present E.P.A. emission standards when installed and operated in accordance with specified design conditions.

I. Quality Control Standards:

LFG Specialties follows the Quality Control Procedures as outlined by the applicable national codes and standards adhered to in the design, engineering, manufacture, assembly and test of our equipment, including but not limited to:

Structural Design	AISC
Drawings	ANSI S5.1
Fabrication (welding)	AWS
Electrical (components)	UL
(wiring)	NEC
Painting, Sandblast	SSPL, SP-6

LFG Specialties does on occasion subcontract fabrication of subassemblies for our equipment. All subcontract work is carried out under LFG Specialties direction and inspected in accordance with our quality control standards.

¹ AP 42, Vol I, 5th Ed, Chapter 13, Section 13.5 "Industrial Flares", Table 13.5-1 "Emissions Factors", April 2015

² AP 42, Vol I, 5th Ed, Chapter 13, Section 13.5 "Industrial Flares", Table 13.5-2 "Emissions Factors", April 2015



The nondestructive testing of our equipment includes:

Welding	100% visual inspection
Dimensional	All dimensions to drawings, correct position and sizing of all connects
Piping	100% visual inspection (in/out)
Painting	Visual inspection/instrument check using micro test coating thickness gauge
Wiring	Functional Check
Controls	Functional check, process simulation

LFG Specialties also supplies full submittal documentation on the equipment; including mechanical and electrical drawings and component cut sheets. For equipment support, a complete Operation & Maintenance Manual is included with each unit.

J. Scope of Work:

LFG Specialties will furnish all the Equipment and Services as outlined in this Agreement. Equipment will be fully fabricated, painted, and tested as described herein at LFG Specialties facility, Findlay, Ohio.

This Agreement only covers the supply of Equipment and installation advisory service as defined. The following items are not included in LFG Specialties scope of supply.

- Construction drawings: All equipment layout, interconnect details and foundations designs are the responsibilities of Purchaser.
Note: LFG Specialties drawings will outline field installation connections (location and size) and loading data.
- All installation and civil work including foundations, equipment erection, main and interconnecting piping and wiring including required equipment and materials are the responsibilities of Purchaser.
- All permits/licenses required for installation and/or operation of the Equipment are the responsibility of Purchaser. LFG Specialties will provide necessary manufacturer's data on the equipment as required for permit/license applications.
- Compliance testing. All compliance/performance testing will be the responsibility of the Purchaser. LFG Specialties will have representative/s present for tests at Purchaser's request and expense. LFG Specialties fully guarantees the Equipment to meet E.P.A. emission standards when operated within the specified conditions.



II. LFG SPECIALTIES, L.L.C. TERMS AND CONDITIONS OF SALES

1) **DEFINITIONS:** Within these "Terms and Conditions of Sales" the term "LFG Specialties" shall mean LFG Specialties, L.L.C. The term "Purchaser" shall mean the person, municipality, firm, or corporation to whom this Agreement is addressed. The term "Equipment" means those articles, materials, supplies, drawings, data, or other property or services described herein.

2) WARRANTIES

A. "Material and Workmanship Warranty": LFG Specialties warrants to the Purchaser that the Equipment of its own manufacture will be complete in all its parts, and for the Warranty Period specified, will under proper application and operation be free from material defects in material or workmanship. LFG Specialties' warranty obligation shall be limited to the following:

(i) Replacement or repair of any Equipment or parts which under normal and proper operating conditions are, in LFG Specialties' sole opinion, found and confirmed defective and are returned to LFG Specialties' facilities within the Warranty Period, transportation charges prepaid.

(ii) Notwithstanding the foregoing provisions, any repair, replacement or modification, regardless of cause, that is performed by someone other than an LFG Specialties representative, shall result in all of the warranties provided herein being null and void, and as such, neither LFG Specialties nor its suppliers shall have any liability or obligations whatsoever to Purchaser.

(iii) Purchaser shall be responsible for freight charges and labor costs incurred in connection with the return, replacement or installation of any defective Equipment or parts.

(iv) Should the system not be commissioned by LFG Specialties, the warranty is void.

B. "Performance Warranty": LFG Specialties warrants that the Equipment of its own manufacture, when shipped and/or installed, will operate within any performance characteristics which are expressly specified herein as a performance guarantee. Any performance characteristics indicated herein, which are not expressly stated as guarantees, are expected "but not guaranteed". Should Purchaser be required or desire to conduct a field compliance/performance test to verify any performance guarantee, such test will be conducted by Purchaser, at his expense. LFG Specialties may be requested to have a representative/s present to witness such test in which case Purchaser shall reimburse LFG Specialties for the time and expense of such representatives at LFG Specialties' service rates then in effect at the time of the test. LFG Specialties is not responsible for failed emission tests if LFG Specialties is not onsite to ensure proper operation of the equipment. Purchaser shall give LFG Specialties fifteen (15) days written notice prior to the date Purchaser intends to commence such test.

C. "Warranty as to Equipment not made by LFG Specialties": LFG Specialties will take any steps reasonably within its power to make available to Purchaser any manufacturer's warranty applicable to the Equipment.

D. "Except as outlined herein, and to Title, it is expressly agreed":

(i) "THAT THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR OTHER WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, NOR ANY AFFIRMATION OF FACT, OR PROMISE BY LFG SPECIALTIES WITH REFERENCE TO THE EQUIPMENT OR PARTS THEREOF, OR OTHERWISE, WHICH EXTENDS BEYOND THE DESCRIPTION OF THE EQUIPMENT AS SET FORTH HEREIN, AND

(ii) that the Purchaser acknowledges that it is purchasing the Equipment solely on the basis of the commitments of LFG Specialties expressly set forth herein.

(iii) that LFG Specialties shall have the sole and exclusive right to determine and confirm if warranties apply.

(iv) all warranties stated herein shall be valid for the time period stated in I.H. above.

3) SERVICES:

A. INSTALLATION AND ERECTION

The Equipment shall be transported, installed on a foundation, and connected by Purchaser and at the Purchaser's expense, in strict accordance with the "Customer Installation Checklist" unless otherwise expressly agreed herein. Upon request of Purchaser, LFG Specialties will furnish a field service representative to assist Purchaser during the installation and erection of the Equipment, for which the Purchaser shall pay the published rates in accordance with I.F. above per day plus actual living and traveling expenses.

B. START-UP

Start-up Services will consist of LFG Specialties' representative 1) reviewing the Customer Installation Checklist for proper compliance; 2) reviewing the Process Control checklist as outlined in Commissioning Report; and 3) training on process controls and maintenance as outlined in O&M Manual.

C. SERVICE WARRANTY

The field service representative furnished by LFG Specialties will be qualified to assist in the installation, erection and/or start up services ("Services") of the Equipment, but it is understood and agreed that, should Purchaser utilize the field service representative in any manner as a foreman, supervisor, etc., that said representative shall become for that purpose, the Purchaser's employee, for whom Purchaser shall be liable, shall maintain adequate insurance coverage and shall hold harmless and indemnify LFG Specialties from and against any and all claims arising out of said representative's acts or omissions while serving in such capacity.

While performing such Services, LFG SPECIALTIES warrants, represents, and covenants that: (1) LFG SPECIALTIES has the capability, experience, and means required to perform the Services; (2) such Services will be performed using equipment, and material qualified and/or suitable therefor; and (3) LFG SPECIALTIES will perform the Services in a diligent and workmanlike manner consistent with accepted professional practices and standards for nationally recognized firms engaged in similar work, as in effect at the time the Services are performed.

LFG SPECIALTIES further warrants, represents, and covenants that LFG SPECIALTIES will perform the Services in compliance with all

applicable federal, state, and local laws, regulations, and ordinances as in effect and construed at the time the Services are performed.

4) **INDEMNITY:**

Purchaser agrees to indemnify and hold harmless LFG Specialties from all liabilities and losses arising from damages, demands, claims, suits, costs, and expenses including reasonable legal fees and other expenses of litigation for all injuries to and death of persons and for loss of or damage to property arising out of, connected with, or resulting from the any services provided pursuant to this Agreement or any Equipment sold pursuant to this Agreement, including without limitation the delivery, possession, use, operation, or return of such Equipment, except such liabilities for losses as are attributable to the sole negligence or willful misconduct of LFG Specialties, its agents, or employees.

5) **DAMAGES:**

Notwithstanding any other provision herein, no event shall LFG Specialties be liable for any special, consequential or incidental damages, nor for loss of anticipated profits nor for loss of use of the equipment or of any installation, system, operation or services into which the equipment or parts may be put, or with respect to which any service that may be performed by LFG Specialties. This limitation on LFG Specialties' liability shall apply to any liability for default under or in connection with the equipment, parts or services delivered hereunder, whether based on negligence, including errors, omissions or other acts, or willful misconduct, warranty, or contract, failure of or delay in delivery or otherwise.

Furthermore, and notwithstanding any other provision herein, in no event shall LFG Specialties' liability, whether arising out of indemnity, negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty, or for any other cause of action, exceed in the cumulative aggregate with respect to all claims arising out of or related to this Agreement the purchase price paid by Purchaser under this Agreement, less a reasonable charge for any utilization by Purchaser.

6) **ASSUMPTION OF RISK:**

Assumption of Risk/Release of Liability: Purchaser is fully aware and acknowledges there is a risk of injury or property damage arising out of the use or operation of the Equipment purchased hereunder and hereby elects to voluntarily enter into the Agreement and assume all of the risks of injury or property damage arising out of the use or operation of the Equipment, including without limitation those risks described and/or expressly assumed by Purchaser herein; and Purchaser further agrees to waive, release and discharge any and all claims for injury or property damage against LFG Specialties which Purchaser may be otherwise entitled to assert.

7) **CANCELLATION:**

Order shall not be subject to cancellation or modification, either in whole or in part, without LFG Specialties' consent, and then only under terms that will reimburse the LFG Specialties for all applicable costs incurred, including but not limited, to costs of purchased materials, engineering and labor expenses, and a reasonable allowance for profit.

8) **TITLES AND REMEDIES:**

Until full payment of all obligations by the Purchaser, LFG Specialties reserves the title to all Equipment furnished hereunder. If the Purchaser, before full satisfaction of all obligations hereunder, defaults in payment

or performance or becomes subject to insolvency, receivership, or bankruptcy proceedings or makes any assignment for the benefit of creditors, or without the consent of the LFG Specialties voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Equipment delivered hereunder, LFG Specialties may treat all amounts then or thereafter owed by the Purchaser to be immediately due and payable and LFG Specialties may repossess and Equipment by any means available under law.

9) **CONFIDENTIALITY:**

All proposals, drawings, design data and technical information developed and/or provided by the LFG Specialties shall be considered "Confidential" and the sole property of the LFG Specialties. All such information disclosed to the Purchaser shall not be reproduced in whole, or in part, or used to furnish information to others, without the written permission of the LFG Specialties.

10) **PURCHASER'S DRAWINGS AND SPECIFICATIONS:**

LFG Specialties is furnishing only the Equipment specified herein and does not assume any responsibility for other equipment and material not being supplied by LFG Specialties, or the effect thereof on the overall operation of the system of which the Equipment is a part. Accordingly, any comments from the LFG Specialties regarding Purchaser's drawings are responsive only and LFG Specialties shall not be liable therefore.

11) **LFG SPECIALTIES'S DRAWINGS AND ENGINEERING DATA:**

Prints of LFG Specialties' and data representing LFG Specialties' application of the purchased equipment to the requirement of the contract will be submitted for approval. Upon the return of such prints, within ten (10) working days, the requested changes, if any, will be made to correct misinterpretations. Certified prints of LFG Specialties' drawings will then be furnished. Any Purchaser-requested changes thereafter will be subject to added cost and delivery considerations.

12) **DESIGN CHANGES:**

While LFG Specialties reserves the right where possible, to include changes in design or material which are improvements, it cannot be responsible for including improvements, effected after beginning of production on Equipment. Design changes suggested by Purchaser after beginning of production shall require LFG Specialties' agreement, including agreements as to price and shipping schedules.

13) **FORCE MAJEURE**

Neither party shall be deemed in default of this Agreement or any order hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemic, or pandemic or infectious disease outbreak (e.g., COVID-19) or quarantine, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes, or lockouts, and changes in laws, statutes, regulations or ordinances.

14) **MISCELLANEOUS:**

A. "Applicable Law" The definition of terms used, interpretation of this Agreement and rights of parties hereto shall be construed under and governed by the laws of the State of Ohio, which include the Uniform Commercial Code of the State of Ohio.

Utility Flare Model PCFT622I6
Sales Agreement No. 082404R2
March 12, 2025



B. "Acceptance" If this document constitutes an acceptance of an offer, such acceptance is expressly made conditional on Purchaser's assent solely to the terms of this Agreement, and acceptance of any part of the Equipment or services covered hereunder shall be deemed to constitute such assent.

C. This Agreement is subject to change or prior sale of Equipment until accepted as an order by an officer of the LFG Specialties.

Terms and conditions of sales Rev 001 05-06-01

Utility Flare Model PCFT622I6
Sales Agreement No. 082404R2
March 12, 2025



This agreement covers the purchase of a landfill methane flare system with control rack and related peripheral equipment from LFG Specialties (an APTIM company) (LFG) by Purchaser

Bill-to Address (please fill in)

Ship-to Address (please fill in)

Attention: _____

Attention: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

The terms and conditions set forth in this Agreement herein, which include the Equipment Specification and the Terms and Conditions of Sales, constitute the entire understanding of the parties relating to the goods and services provided for herein. All subsequent modifications to this Agreement shall not be effective unless they are in writing and signed by LFG Specialties.

Equipment:

\$ _____

Estimated Shipping & Handling:

\$ _____

OPTIONS SELECTED

\$ _____

\$ _____

\$ _____

Subtotal:

\$ _____

Sales Tax: % County State

\$ _____

Or ☐ Tax Exemption Certificate or ☐ Direct Pay Certification

Start-Up And Training Assistance:

\$ _____

Total Sales Price Including Tax:

\$ _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the month, day, and year set forth below.

LFG SPECIALTIES L.L.C.

PURCHASER

Sign _____

Sign _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

P.O. # _____



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 ENTER INTO AN INTERGOVERNMENTAL CONTRACT WITH THE MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY TO PROVIDE FOR THE ISSUANCE OF BONDS, THE ACQUISITION OF A PARKING GARAGE, AND THE MAKING OF CERTAIN PAYMENTS CONCERNING THE BONDS, AND TO ENTER INTO A PILOT AGREEMENT WITH THE MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY, GATEWAY/75, LLC, THE BIBB COUNTY SCHOOL DISTRICT, THE MACON-BIBB COUNTY BOARD OF TAX ASSESSORS, AND THE MACON-BIBB COUNTY TAX COMMISSIONER TO PROVIDE FOR CERTAIN PAYMENTS IN LIEU OF TAXES ON CERTAIN PARCELS, ALL IN FURTHERANCE OF THE DT WALTON DEVELOPMENT PROJECT CONTAINING A PARKING GARAGE, MIXED USED RETAIL, AND MULTIFAMILY ELEMENTS; AND FOR OTHER PURPOSES.

Purpose: To authorize the Mayor to execute an Intergovernmental Contract with the Macon-Bibb County Urban Development Authority to provide for the issuance of bonds and acquisition of a parking garage, and the making of certain required payments; and to authorize the Mayor to execute a PILOT Agreement with the Macon-Bibb County Urban Development Authority, Gateway/75, LLC (including its affiliates), the Bibb County School District, the Macon-Bibb County Board of Tax Assessors, and the Macon-Bibb County Tax Commissioner to provide for the abatement of property taxes and payments in lieu of taxes concerning certain parcels that are part of the DT Walton Development Project.

WHEREAS, Macon-Bibb County (the “**County**”) has an interest in the public purpose of economic development, public parking, and the general welfare of its citizens; and

WHEREAS, the Macon-Bibb County Urban Development Authority (the “**Authority**”) has been vested with the power to contribute to the revitalization and redevelopment of the County’s central business district by financing projects to promote the public good and general welfare, trade, commerce, industry, and employment opportunities in the County; and

WHEREAS, the Authority has established specific public goals for the urban core of the

County, including without limitation increasing parking, facilitating the usage of on-street parking to support retail establishments, supporting the Macon-Bibb County Auditorium and other entertainment event venues within the central business district of the County, supporting tourism in the County, and increasing pedestrian usage of the central business district; and

WHEREAS, given these stated goals, the Authority adopted a Bond Resolution on January 28, 2025 (the “**Bond Resolution**”), regarding the issuance of certain revenue bonds (the “**Bonds**”) to be issued in a principal amount not to exceed \$20,000,000 for the purpose of providing funds to acquire, construct, and equip a parking garage (the “**Garage**”), to include sidewalks, lighting, and paving, as more particularly described in the plans and specifications therefor on file with the Authority, as the same may be finalized and amended (collectively, the “**Project**”), located in the County, which is within the area of operation of the Authority; and

WHEREAS, the Authority has also approved a Development Agreement (the “**Development Agreement**”) with Gateway/75, LLC (the “**Developer**”) to provide for design, construction, scheduling, financing, and completion of the Project; and

WHEREAS, pursuant to the Bond Resolution and the Development Agreement, issuance of the Bonds is contingent upon the Authority and the County entering into an Intergovernmental Contract (the “**IGA**”) that will provide, among other things, for the issuance of the Bonds by the Authority and the acquisition of the Garage by the Authority with the proceeds thereof and the County paying the principal of and interest on the Bonds to the extent that the Garage or other Project related revenues are insufficient to do so; and

WHEREAS, the Development Agreement also contemplates that the Authority, the Developer, the Macon-Bibb County Commission (the “**Commission**”), for and on behalf of the County, the Board of Public Education for Bibb County, for and on behalf of the Bibb County School District, the Macon-Bibb County Board of Tax Assessors, and the Macon-Bibb County Tax Commissioner will enter a PILOT Agreement that will provide, among other things, for the making of certain payments in lieu of taxes by the Developer on parcels on which a Multi-Family and Retail Development Project will be located (which is directly adjacent to the Garage), which will be owned by the Authority and leased to the Developer; and

WHEREAS, in anticipation of the Authority issuing the Bonds, the Authority requests that the Commission approve the parameters of the Bonds, which are, not to exceed (1) aggregate principal amount of \$20,000,000, (2) interest rate of 8.00%, (3) maximum annual debt service of

\$2,000,000, and (4) final maturity of December 31, 2056 (the “**Bond Parameters**”); and

WHEREAS, the County has determined that it is in the best interest of the citizens of the County, on behalf of which the Commission acts, that the County enter into the Intergovernmental Agreement and the PILOT Agreement; and

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

NOW, THEREFORE BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Commission authorizes the Mayor to execute the Intergovernmental Contract with the Authority, in substantially the same form as **Exhibit A**, attached hereto and incorporated herein by reference, with such other changes that the County Attorney may deem appropriate.

BE IT FURTHER RESOLVED that the Commission authorizes the Mayor to execute the PILOT Agreement with the Authority, the Developer, the School District, the Macon-Bibb County Board of Tax Assessors, and the Macon-Bibb County Tax Commissioner, in substantially the same form as **Exhibit B**, attached hereto and incorporated herein by reference, with such other changes that the County Attorney may deem appropriate.

BE IT FURTHER RESOLVED that the Commission hereby approves the Bond Parameters and authorizes the Authority to issue the Bonds with financial terms not to exceed the Bond Parameters.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded by the Clerk of Commission to the Macon-Bibb County Urban Development Authority, the Bibb County School District, the Macon-Bibb County Board of Tax Assessors, and the Macon-Bibb County Tax Commissioner.

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

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor, the County Attorney, and the County Finance Director 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

EXHIBIT A

--- **FORM OF** ---

INTERGOVERNMENTAL CONTRACT

by and between

MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY

and

MACON-BIBB COUNTY

Dated as of _____

Relating to the issuance of

\$ _____

in aggregate principal amount of

MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY
REVENUE BONDS (DT WALTON PARKING GARAGE PROJECT), SERIES 20_A*

and

\$ _____

in aggregate principal amount of

MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY
TAXABLE REVENUE BONDS (DT WALTON PARKING GARAGE PROJECT), SERIES 20_B*

* *An asterisk indicates preliminary information that is subject to change*

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PREAMBLE

THIS INTERGOVERNMENTAL CONTRACT, dated as of _____, 20[_] (this “**Contract**”), is made and entered into by and between the Macon-Bibb County Urban Development Authority, an instrumentality of the State of Georgia and a public corporation thereof (the “**Authority**”), and Macon-Bibb County, Georgia, a political subdivision and municipal corporation of the State of Georgia (the “**County**”)

WITNESSETH:

WHEREAS, the Authority has been created pursuant to Georgia Laws 1974, p. 1754, as amended (the “**Act**”); and

WHEREAS, pursuant to Article IX, Section III, Paragraph 1(a) of the Constitution of the State of Georgia, any municipality or other political subdivision of the State of Georgia may contract for any period not exceeding 50 years with any public authority for joint services, for the provision of services or for the joint or separate use of facilities and equipment, provided such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, under the authority of Ga. Const. Art. 9, § 2, Para. 3, the County has the power to provide street and road construction and maintenance, including curbs, sidewalks, streetlights, and devices to control the flow of traffic, parks, recreational areas, programs, and facilities, and parking facilities; and

WHEREAS, the County has the duty to erect or repair all necessary county buildings and to furnish each with necessary furniture under the authority of O.C.G.A. § 36-9-5; and

WHEREAS, under the Act, the Authority is authorized to undertake any “Projects” which, pursuant to the Act, means any undertaking of the Authority in connection with the redevelopment or revitalization of urban, central city, or downtown areas within Bibb County; and

WHEREAS, under certain amendments to the Constitution of the State of Georgia relating to the Act and contained in Georgia Laws 1974, p. 1755; Georgia Laws 1976, p. 1827; and Georgia Laws 1980, p. 2128, the Authority is authorized to provide for the issuance of revenue bonds for various purposes and, among other provisions, authorizes the County to appropriate properties, monies, and services, for the purposes of acquiring, constructing, improving, altering, repairing, or maintaining properties within Bibb County, Georgia, so as to develop and redevelop for the public good urban, central city, and downtown areas located within Bibb County and authorizes the Authority to acquire, construct, and equip buildings and facilities for use by the County for its governmental, proprietary, and administrative functions; and

WHEREAS, pursuant to Georgia Laws 2012, p. 5595, as amended by Georgia Laws 2013, p. 3501 (together, the “**Consolidation Act**”), the governmental and corporate powers, duties, and functions vested in the City of Macon and Bibb County were restructured under a new charter which became effective on January 1, 2014, whereby the Consolidation Act established a single county-wide government with powers and jurisdiction throughout the territorial limits of Bibb County, superseding and replacing the governments of the City of Macon and the Bibb County

under the name Macon-Bibb County (“**Macon-Bibb County**” or the “**County**”), the governing body for which is the Macon Bibb County Commission (the “**Commission**”); and

WHEREAS, Section 2 of the Consolidation Act provides that all local acts of the State of Georgia which apply specifically to Bibb County or the City of Macon, or both, collectively, shall be applicable to Macon-Bibb County, and furthermore, Section 4 of the Consolidation Act provides that all contracts, orders, leases, bonds, and other obligations or instruments entered into by the City of Macon or Bibb County or for their benefit prior to the effective date of the charter shall continue in effect according to the terms thereof as obligations and rights of the County; and

WHEREAS, under and pursuant to a Development Agreement, dated December 16, 2024 (the “**Development Agreement**”) between the Authority and Gateway/75, LLC (the “**Developer**”), the Authority has agreed to issued certain revenue bonds (the “**Bonds**”) in a principal amount not to exceed \$20,000,000 for the purpose of providing funds to acquire, construct, and equip a parking garage, to include sidewalks, lighting, and paving, as more particularly described in the plans and specifications therefor on file with the Authority, as the same may be finalized and amended (the “**Project**”); and

WHEREAS, in accordance with the Development Agreement (the “**Development Agreement**”), the Developer will provide for the design, construction, scheduling, financing, completion, owning, and leasing of the Project; and

WHEREAS, in accordance with the Development Agreement, the Developer will provide for the design, construction, scheduling, financing, and completion of the Garage, and will convey to the Authority the Garage, which will be owned and operated by the Authority; and

WHEREAS, the Development Agreement also contemplates that the Authority, the Developer and its Affiliates, the County, the Board of Public Education for Bibb County, for and on behalf of the Bibb County School District (the “**School District**”), the Macon-Bibb County Board of Tax Assessors, and the Macon-Bibb County Tax Commissioner will enter a PILOT Agreement (the “**PILOT Agreement**”) that will provide, among other things, provide for the making of certain payments in lieu of taxes by the Developer on parcels on which the Project will be located, which will be owned by the Authority and leased to the Developer; and

WHEREAS, pursuant to the PILOT Agreement, the County and the School District will abate taxes for a 30-year term as to real property and as to personal property constituting the Project and the Developer and or its Affiliates will agree to make payments in lieu of taxes equal to the greater of (i) the amount of the abated *ad valorem* taxes on the Project, or (ii) the amount shown on the Minimum Payment Schedule attached as Exhibit B to the PILOT Agreement (the “**PILOT Payments**”), directly to the Authority, pursuant to the terms of the PILOT Agreement; and

WHEREAS, in accordance with the Development Agreement, the County will pay to the Authority amounts sufficient to enable the Authority to pay the principal of and interest on the Bonds to the extent that Project revenues are insufficient for that purpose; and

WHEREAS, pursuant to the Development Agreement, issuance of the Bonds is contingent upon the Authority and the County entering into an Intergovernmental Contract (the “**IGA**”) that will provide, among other things, for the issuance of the Bonds by the Authority and the

acquisition of the Garage by the Authority with the proceeds thereof and the County paying the principal of and interest on the Bonds to the extent that Garage or other Project related revenues are insufficient to do so

WHEREAS, for and in consideration of the Authority providing for the Project for the benefit of the County and its citizens, the County is authorized to levy taxes, without limitation as to rate or amount, and to expend tax money of the County and other available funds and to obligate the County to make payment thereof to the Authority of the amounts provided for in this Contract; and

WHEREAS, the Act provides that revenue bonds issued by the Authority shall not be deemed to constitute a debt of the State of Georgia or Macon-Bibb County, but such bonds shall be payable from the funds required under any contract or lease with Macon-Bibb County and as provided in the resolution authorizing the issuance and securing the payment of such bonds, and the issuance of such bonds shall not directly, indirectly, or contingently obligate the State of Georgia or Macon-Bibb County to levy or pledge any form of taxation whatever for the payment thereof; however, Macon-Bibb County may obligate itself to make the payments required under any contract entered into with the Authority from money received from taxes and from any other source and the obligation to make such payments shall constitute a general obligation and pledge of the full faith and credit of Macon-Bibb County; and

WHEREAS, following study and investigation, the County has determined that it is in the best interest of the County to enter into this Contract with the Authority for the benefit of the County and its residents.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants, and agreements hereinafter set forth, the Authority and the County hereby agree as follows; provided, that in the performance of the covenants and agreements of the Authority herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt of the Authority but shall be payable solely out of the proceeds derived from the sale of the Bonds and the revenues and receipts derived from this Contract:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions. All words and phrases defined in Section 101 of the Resolution shall have the same meanings in this Contract.

Section 1.02. Rules of Construction. The definitions referred to in Section 1.01 shall be equally applicable to both the singular and the plural forms of the terms therein defined and shall cover all genders.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter,” “this Contract,” and other equivalent words refer to this Contract and not solely to the particular portion thereof in which any such word is used.

All references herein to particular Articles or Sections are references to Articles or Sections of this Contract unless otherwise specified.

[END OF ARTICLE I]

ARTICLE II
REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01. The Bonds. In order to pay the costs of the Project, the Authority has authorized the issuance of the Bonds, for which provision is made upon the terms set forth in the Resolution, a certified copy of which Resolution is on file in the records of the Authority and the County.

Section 2.02. Representations, Warranties, and Agreements of the Authority. The Authority represents, warrants, and agrees that:

(a) The Authority is a public body corporate and politic created and existing under the Act and, unless otherwise required by law, shall maintain its corporate existence so long as any Bonds are Outstanding. Under the provisions of the Act, the Authority is authorized to enter into and carry out the transactions contemplated by this Contract and the Resolution;

(b) The Authority and the County have heretofore agreed that the Authority will provide financing for the undertakings of the County described in the preamble of this Contract by the issuance of the Bonds as set forth in the Resolution;

(c) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority or against any other party which would have a material adverse effect on the right of the Authority to execute this Contract or the ability of the Authority to comply with any of its obligations under the Bonds, this Contract, the Resolution, or any other documents contemplated to be executed by the Authority in connection with the issuance and delivery of the Bonds;

(d) This Contract, upon execution of the same, will constitute the legal, valid, and binding obligation of the Authority in accordance with its terms, and performance by the Authority of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under any agreement or instrument to which the Authority is a party or by which the Authority is bound;

(e) The Authority has not made, done, executed, or suffered, and warrants that it will not make, do, execute, or suffer, any act or thing whereby the County's interest in the Project will or may be impaired or encumbered in any manner except as permitted herein and the Resolution and except for acts or things done or permitted by the County;

(f) Except as herein and in the Resolution provided, the Authority will not encumber any part of its interest in the Revenues payable under this Contract or its rights under this Contract. The pledge made of the Revenues payable under this Contract constitutes a first and prior pledge of and lien on said Revenues and said pledge shall at no time be impaired by the Authority and the Revenues shall not otherwise be pledged; and

(g) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority or any other entity which would have a material adverse effect on the right of the Authority to execute this Contract or the ability of the Authority to comply with any of its obligations under this Contract.

Section 2.03. Representations, Warranties, and Agreements of the County. The County represents, warrants, and agrees as follows:

(a) The County is a political subdivision of the State, having power to enter into and execute, deliver, and perform this Contract, and, by proper action of its governing body, has authorized the execution and delivery of this Contract and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Contract and the Resolution, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Contract by it except as shall have been obtained as of the date of delivery of the Bonds;

(b) There is no litigation or proceeding pending, or to the knowledge of the County threatened, against or affecting the County, nor to the best of the knowledge of the County is there any basis therefor, wherein an unfavorable decision, ruling, or finding would materially adversely affect the transactions contemplated by this Contract or which, in any way, would adversely affect the validity or enforceability of the Bonds, this Contract, the Resolution, or any other documents contemplated to be executed in connection with the issuance and delivery of the Bonds;

(c) This Contract, upon execution of the same, will constitute the legal, valid, and binding obligation of the County enforceable in accordance with its terms, and performance by the County of its obligations hereunder will not violate, or result in a breach of any of the provisions of or constitute a default under, any agreement or instrument to which the County is a party or by which the County is bound;

(d) The County will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Contract, failure of the County to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default under Resolution or this Contract; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the County to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories, or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes;

(e) No actions will be taken by the County which shall in any way impair the exclusion or interest on any of the Bonds from federal income taxation; and

(f) The Mayor of Macon-Bibb County or his designee is authorized and directed to review the priorities and plans for the Project which the Authority agrees to coordinate for the County as contemplated in the definition of the Project set forth herein and, in the Resolution, and to give the written consent to the Authority prior to the Authority's awarding of contracts or beginning construction on such Project. In the event the mayor or his designee refuses to give such consent written notice of such refusal shall be promptly delivered to the Authority.

[END OF ARTICLE II]

ARTICLE III
ISSUANCE OF THE AUTHORITY'S BONDS

Section 3.01. The Bonds. In order to provide funds to pay for the costs of the Project, the Authority will issue its Bonds, payable in accordance with the Resolution, and all of the covenants, agreements, and provisions hereof shall be for the equal and proportionate benefit and security of the owners of the Bonds without preference, priority, or distinction as to the charge, lien, or otherwise of any one bond over any other bond, so that every Owner of the Bonds shall have the same rights, privileges, and lien by virtue hereof.

Section 3.02. Date, Denomination, and Maturities. The Bonds shall be dated as of the date of issuance and will be issued originally in book-entry form.

(a) The Series 20__ A Bonds shall mature on_____, 1, in the years and amounts and shall bear interest at the per annum rates shown below.

<u>Year</u>	<u>Principal Amount</u> <u>Maturing</u>	<u>Interest Rate</u>
-------------	--	----------------------

(b) The Series 20__ B Bonds shall mature on_____, 1, in the years and amounts and shall bear interest at the per annum rates shown below.

<u>Year</u>	<u>Principal Amount</u> <u>Maturing</u>	<u>Interest Rate</u>
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Section 3.03. Interest Payments. Interest on the Bonds will be paid on each Interest Payment Date, beginning_____, 1, 20[_], in the manner stated in the Bonds until the obligation with respect to the payment of the principal thereof shall be discharged.

Section 3.04. Security for Bonds. In order to secure the prompt payment of the principal of and interest on the Bonds according to their tenor, purport, and effect and in order to secure the performance and observance of all the covenants, agreements, and conditions therein and herein contained, and in consideration of the purchase and acceptance of the Bonds by the Bondowners, for other good and valuable consideration to the Authority in hand paid at or before the sealing and delivering of these presents, the receipt and sufficiency whereof are hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured, and accepted by the Bondowners, the Authority has pledged to the payment of the Bonds all the Contract Payments to be derived from this Contract, together with other funds and proceeds described in Section 701 of the Resolution.

Section 3.05. Application of Bond Proceeds. At and upon the issuance and delivery of the Bonds, the proceeds received therefrom shall be applied in the manner set forth in Section 401 of the Resolution for purposes of paying the costs of the Project.

[END OF ARTICLE III]

ARTICLE IV
ACQUISITION OF THE PROJECT

Section 4.01. Acquisition of the Project.

(a) The Authority will cause the proceeds from the sale of the Bonds to be applied in accordance with Section 401 of the Resolution to be deposited into the Construction Fund and used for the Project. The Project will be substantially completed in accordance with the plans and specifications which have been approved by the parties.

Section 4.02. Powers Vested in Mayor. By the authorization and execution of this Contract, the County hereby vests the Mayor of the County with the power and authority to act on behalf of the County in all matters relating to this Contract and to the Project, to give all directions and make all certificates, requisitions, and requests required or authorized to be given or made hereunder, and to do all things required or authorized to be done by the County hereunder.

Section 4.03. Investment of Money. Any money held as a part of the Construction Fund or the Sinking Fund shall be invested or reinvested as directed by the County in accordance with Article VI of the Resolution.

Section 4.04. Tax Covenants. The County hereby covenants and represents to the Authority for the benefit of each holder of the Series 20_A Bonds that:

(a) It will not expend the proceeds from the sale of the Series 20 A Bonds nor take any other action which would cause the interest on the Series 20 A Bonds to be included in the gross income of the owners thereof for federal income tax purposes;

(b) It will not make, or permit, any use of the proceeds from the issue and sale of the Series 20 A Bonds which would cause the Series 20_A Bonds to be classified as “arbitrage bonds” within the meaning of § 148(a) of the Code and any Treasury Regulations promulgated thereunder as such provisions may apply to obligations issued as of the date of issuance of the Series 20 A Bonds; and

(c) It will comply with and take such action and make such payments as may be permitted or required by § 148(l) of the Code, to ensure that the Series 20 A Bonds do not constitute “arbitrage bonds” within the meaning of § 148(a) of the Code.

[END OF ARTICLE IV]

ARTICLE V
CONTRACT PAYMENTS BY THE COUNTY

Section 5.01. Contract Payments by the County. Pursuant to this Contract, the County agrees to provide funds sufficient to pay the following:

(a) the principal of, premium, if any, and interest due on the Bonds, upon maturity, redemption, or otherwise. All such payments shall be made to the Paying Agent at its designated corporate office in lawful money of the United States of America in immediately available funds not less than five days prior to each date on which such principal of or interest on the Bonds becomes due;

(b) the reasonable fees of the Paying Agent and Bond Registrar as provided in the Resolution. Said fees and expenses shall be paid when due directly to the Paying Agent and Bond Registrar for its own account; and

(c) any payments which may be required by Section 4.04(c) hereof.

Each payment to be made by the County hereunder is to be made on a parity with every other payment hereunder.

Section 5.02. Credits. Any amounts in the Sinking Fund prior to any Interest Payment Date or date fixed for redemption of Bonds shall be credited against the payments due by the County under this Contract on such Interest Payment Date or date of redemption.

Section 5.03. Place of Payments. The payments to be made pursuant to Section 5.01(a) hereof shall be paid directly to the Paying Agent for the account of the Authority and shall be deposited in the Sinking Fund as required by the Resolution. The payments to be made pursuant to subsections (b) and (c) of Section 5.01 hereof shall be paid directly to the party to whom such payment is to be made for its own use.

Section 5.04. Taxes and Other Governmental Charges. The County will pay promptly, as the same become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project.

Section 5.05. County's Obligations Unconditional.

(a) The obligations of the County to make payments required in this Article V on the dates and in the manner herein specified and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of any contingencies whatever and notwithstanding any circumstances or occurrences that may arise or take place hereafter, and shall not be subject to diminution by set-off, counterclaim, abatement, or otherwise. Until such time as the principal of, premium, if any, and interest on the Bonds shall have been paid or provision for such payment shall have been made in accordance with the Resolution, the County (i) will not suspend or discontinue any payments for which provision is made in Section 5.01 hereof, (ii) will perform and observe all of its other covenants and agreements contained in this Contract, and (iii) will not terminate this Contract for any cause including, without limiting the generality of the foregoing, impossibility or illegality of performance on the part of the Authority of any of its obligations hereunder or under the Resolution, any acts or circumstances

that may constitute failure of consideration, any change in the tax or other laws of the United States of America or the State of Georgia or any political subdivision thereof, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Contract or out of the Resolution.

(b) The County will bear all risk of damage to, or destruction in whole or in part, of the Project or any part thereof including without limitation any loss, complete or partial, or interruption in the use, occupancy, or operation thereof or any manner or thing which for any reason interferes with, prevents or renders burdensome the use thereof or the compliance by the County with any of the terms of this Contract.

Section 5.06. County's Remedies. If the Authority shall fail to perform any of its agreements in this Contract, the County may institute such action against the Authority as the County may deem necessary to compel such performance so long as such action shall not affect, impair, or diminish the obligation of the County to make the payments provided for herein, which obligation shall be absolute, unconditional, and irrevocable. The County may at its own cost and expense, and in its own name, prosecute or defend any action or proceedings against third parties or take any other action which the County deems reasonably necessary to secure or protect its rights in which event the Authority agrees to cooperate fully with the County.

Section 5.07. Tax Levy to Make Payments. The County will exercise its power of taxation, which is not limited as to rate or amount, to the extent necessary to pay the amounts required to be paid hereunder and will make available and use for the payment of its obligations incurred hereunder all such taxes levied and collected for that purpose together with funds received from any other source. The County, in order to make such funds available for such purpose in each fiscal year, will in its general revenue, appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for in each fiscal year during the term of this Contract, include sums sufficient to satisfy the payments required to be made under this Contract, whether or not any other sums are included in such measure, until all payments required to be made hereby shall have been made in full. The obligation of the County to make the payments provided for pursuant to the terms of this Contract shall constitute a general obligation of the County and a pledge of the full faith and credit of the County to provide the funds required to fulfill such obligation.

Section 5.08. Failure to Levy Tax. If for any reason any such provision or appropriation is not made as provided in the preceding Section 5.07, then the fiscal officers of the County are hereby authorized and directed to set up as an appropriation on their accounts in each fiscal year the amounts required to pay the obligations called for under this Contract from its general funds. The amount of the appropriation in each fiscal year to meet the obligations of this Contract shall be due and payable and shall be expended for the purpose of paying and meeting the obligations provided under the terms and conditions hereof, and such appropriation shall have the same legal status as if the County had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal officers of the County shall make such payments for deposit to the Sinking Fund if for any reason such appropriation is not otherwise made.

Section 5.09. Prior Lien of Bonds. The Authority will not hereafter issue any other bonds or obligations of any kind or nature payable from or enjoying a lien on the revenue derived

from the Project superior to the lien herein created for the payment of the Bonds. Nothing contained herein, however, shall restrict the issuance of bonds or obligations from time to time payable from the revenue derived from the Project and secured by a lien thereon junior and subordinate to the lien created to secure the payment of the Bonds.

Section 5.10. Parity Bonds. Parity Bonds may be issued by the Authority, from time to time, ranking as to the lien on the revenue of the Authority derived from the Project *pari passu* with the Bonds for the specific purpose of completing the financing of the Project or financing further improvements or additions, real or personal, to the Project, provided all the provisions of Section 507 of the Resolution are met.

[END OF ARTICLE V]

ARTICLE VI
MAINTENANCE, OPERATION, ALTERATION, AND INSURANCE

Section 6.01. Operation, Maintenance, Repair, and Insurance. The Authority, or its agent, shall manage the Garage in a commercial-like manner. The Authority is authorized to engage a third-party professional manager to operate and manage the Garage. The Authority will cause at all times the Project to be maintained, preserved, and kept in good condition and repair and will from time-to-time cause to be made all needed and proper repairs, replacements, additions, betterments, and improvements thereto so that the use of and operations pertaining to the Project shall at all times be conducted properly. The County also agrees to carry insurance or cause insurance to be carried with respect to the Project, of such type and in such amounts as is customarily obtained for similar Project, with a responsible insurance company or companies authorized and qualified to do business in the State.

Section 6.02. Removal of Equipment. The Authority is not under any obligation to renew, repair, or replace any inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary equipment or other personalty forming a part of the Project. In any instance where the Authority in its discretion determines that any items of such equipment or personalty have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary, the Authority may remove such items of such equipment or personalty, and the Authority may sell, trade, exchange, or otherwise dispose of such items, as a whole or in part.

Section 6.03. Liens. Neither the Authority nor the County will permit any lien, debt, pledge, assessment, encumbrance, or charge ranking equally with or superior to the charge or lien created by the Resolution upon the payments provided for in Article V hereof. All lawful claims and demands for labor, materials, supplies, or other charges or assessments which if unpaid might by law become a lien upon the Project will be promptly paid or discharged by the Authority, or adequate provisions will be made to satisfy and discharge the same promptly after the same shall accrue; provided, however, that the Authority may, at its own expense and in its own name, in good faith and by appropriate legal proceedings contest any such lien, charge, or assessment and, in the event of such contest, may permit such lien, charge, or assessment so contested to remain unpaid during the period of such contest and any appeal therefrom.

Section 6.04. Alterations and Improvements. From time to time, the Authority may make or cause to be made any additions, alterations, modifications, or improvements to the Project which it may deem desirable for its governmental purposes.

Section 6.05. Collection of Revenues from the Project. The Authority shall deposit all net income derived from the operation of the Project (the “**Project Net Income**”) into an account established specifically for the Project (the “**Project Account**”). In addition, the Authority shall also deposit all PILOT Payments into the Project Account. The Authority shall not deposit moneys other than the Project Net Income and the PILOT Payments into the Project Account. The Authority shall use the moneys on deposit on the Project Account to pay the principal of and interest on the Bonds when due.

Section 6.06. Notice to County of Insufficient Moneys in Project Account. Not less than twenty-five (25) days in advance of any Interest Payment Date, the Authority shall notify the County if moneys on deposit in the Project Account are insufficient to pay the principal of and/or

interest due on the Bonds on the successive Interest Payment Date. Such notice shall include the amount of the insufficiency and direction to the County to pay said amount directly to the Paying Agent for deposit into the Sinking Fund on or before the date that is five (5) days in advance of the relevant Interest Payment Date.

[END OF ARTICLE VI]

ARTICLE VII INDEMNITY

Section 7.01. Indemnification; Immunity of Members of Authority.

(a) To the extent provided by law, during the term of this Contract, the County, at its own expense, shall handle to conclusion all claims and pay all judgments obtained against the County or the Authority by reason of (i) any injury to or death of any person or damage to property occurring on or about the Project or any part thereof occasioned by or growing out of or arising or resulting from any tortious or negligent act on the part of the County, its agents, or employees in connection with the operation, management, or maintenance of the Project, (ii) any use, non-use, condition of, or defect in the Project, and (iii) any failure, breach, or default on the part of the County in the performance of or compliance with any of the obligations of the County under the terms of this Contract; provided, however, that the indemnity provided by this Section 7.01 shall be effective only to the extent that the amount of liability arising from any such loss shall exceed the proceeds available therefor obtained from insurance carried with respect to such loss.

(b) Notwithstanding the fact that it is the intention of the parties that the Authority shall not incur any pecuniary liability by reason of the terms of this Contract or the undertakings required of the Authority hereunder by reason of the issuance of the Bonds, the adoption of the Resolution, or the performance of any act requested of the Authority by the County; nevertheless, if the Authority should incur any such pecuniary liability, then in that event, the County shall indemnify and hold the Authority harmless against all claims, demands, or causes of action arising therefrom and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and, upon notice from the Authority, the County shall defend the Authority in any such action or proceeding.

(c) No recourse shall be had for the enforcement of any obligation, covenant or agreement of the Authority contained in this Contract or in the Bonds or the Resolution for any claim based hereon or thereon against any member, officer, or employee of the Authority or of any successor thereto, in his individual capacity, either directly or through the Authority, whether by virtue of any constitutional provision, statute, or rule of law. This Contract, the Bonds, and the Resolution are solely corporate obligations, and no personal liability shall attach to or be incurred by any member, officer, or employee of the Authority or of any successor thereto, either directly or by reason of the obligations, covenants, or agreements entered into between the Authority and the County, and all personal liability of any character against every such member, officer, and employee is, by the execution of this Contract, expressly waived and released. The immunity of members, officers, and employees of the Authority under the provisions contained in this Section 7.01 shall survive the termination of this Contract.

[END OF ARTICLE VII]

ARTICLE VIII
DEFAULT: REMEDIES

Section 8.01. Events of Default Defined. The following shall be “events of default” under this Contract and the term “event of default” shall mean, whenever used in this Contract, any one of the following events:

(a) Failure by the County to pay when due any amount required to be paid under Section 5.01(a) hereof;

(b) The County shall fail to perform any of the other agreements, conditions, covenants, or terms herein required to be performed by the County and such default shall continue for a period of 30 days after written notice has been given to the County by the Authority, the Paying Agent, or the Bondholders specifying such default and requesting that it be remedied, or within a greater number of days if such remedy has been undertaken and is being diligently pursued and more than 30 days is required for its completion; provided, however, that if, by reason of *force majeure*, the County is unable, in whole or in part, to perform the obligations on its part herein undertaken (other than the obligations relating to the payments to be made under Section 5.01(a) hereof), the County shall not be deemed in default during the continuance of such inability to perform. The term *force majeure* shall mean, without limitation, acts of God; strikes; work stoppages or similar disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes, fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery or equipment; partial or entire failure of utilities, or any other cause or event not reasonably within the control of the County. The County will, however, use its best efforts to remedy, with all reasonable dispatch, the cause or causes preventing the County from carrying out such obligation; provided that the settlement of strikes, work stoppages and similar disturbances shall be entirely within the discretion of the County and the County shall not be required to make settlement of such disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the County, unfavorable to the County; and

(c) An “Event of Default” shall have occurred under the Resolution.

Section 8.02. Remedies on Default.

(a) If an event of default referred to in Section 8.01(a) hereof occurs and is continuing, then the owners of not less than a majority in principal amount of the Bonds Outstanding (i) by written notice to the County, may declare the payments to be made under Section 5.01(a) hereof to be immediately due and payable, and (ii) may take whatever action at law or in equity may appear necessary or desirable to collect said amounts payable by the County under Section 5.01(a) hereof. No remedy conferred upon or reserved to the Bondholders in this subsection (a) is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or now or hereafter existing at law or in equity or by statute, subject to the provisions of the Resolution.

(b) If an event of default referred to in Section 8.01(b) hereof occurs and is continuing, then the Paying Agent at the direction of the owners of not less than a majority in principal amount of the Bonds Outstanding (by written notice to the County, may take whatever action at law or in equity may appear necessary or desirable to enforce the performance and observance of the obligation, agreement, or covenant of the County then in default under this Contract, whether for specific performance of any covenant or agreement contained herein or therein or in aid of the execution of any power herein granted. No remedy conferred upon or reserved to the Bondholders in this subsection (b) is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract and now or hereafter existing at law or in equity or by statute, subject to the provisions of the Resolution.

(c) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bondholders to exercise any respective remedy reserved to them in this Article VIII, it shall not be necessary to give any notice, other than any notice required herein.

(d) Any amounts collected pursuant to action taken under subsection (a) of this Section 8.02 shall be applied in accordance with the Resolution to the extent the provisions of the Resolution relate to such amounts.

Section 8.03. Attorneys' Fees and Expenses. If the County should default under any of the provisions of this Contract and the owners of a majority in principal amount of the Bonds Outstanding shall employ attorneys or incur other expenses for the collection of the amounts payable hereunder or the enforcement, performance or observance of any obligation or agreement on the part of the County herein contained, the County will, on demand therefor, pay the amount of the reasonable fees and expenses of such attorneys and such other reasonable expenses so incurred.

Section 8.04. No Waiver of Breach. If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 8.05. County Authorized to Cure Default of Authority. With regard to any default on the part of the Authority under this Contract or under the Resolution, the Authority hereby vests the County with full power, for the account of the Authority, to perform any obligation in remedy of such default in the name and stead of the Authority with full power to do any and all things and acts to the same extent that the Authority could do and perform any such acts.

Section 8.06. Failure to Enforce Agreement Not a Waiver. The failure of the Authority or the Bondholders to enforce any agreement, condition, covenant, or term by reason of any default or breach by the County shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant, or term on the occasion of any subsequent default or breach.

[END OF ARTICLE VIII]

ARTICLE IX
PREPAYMENT

Section 9.01. Optional Prepayment. The County shall have, and is hereby granted, subject to the provisions of the Resolution, the option to prepay all or any portion of the amounts payable under Section 5.01 hereof, at the times and under the conditions provided for in the Resolution, by taking the actions required by Section 301 of the Resolution to effect the full or partial redemption of the Bonds.

Section 9.02. Exercise of Optional Prepayment. To exercise the option granted in Section 9.01 hereof relating to optional redemption of Bonds as provided in Section 301 of the Resolution, the County shall give written notice to the Authority and the Bond Registrar of the exercise of such option and a direction to effect redemption of Bonds, which notice shall specify therein (i) the maturity or maturities of the Bonds to be redeemed, (ii) the date of redemption, which date shall not be less than 45 days from the date the notice is given, (iii) the principal amount of the Bonds or portions thereof to be redeemed, (iv) the applicable redemption price or prices, and (v) the provision or provisions of the Resolution pursuant to which the Bonds are to be redeemed. Upon receipt of a notice given by the County pursuant to this Section 9.02, the Bond Registrar shall forthwith take or cause to be taken all actions necessary under the Resolution to effect the redemption of the Bonds in accordance with such notice.

[END OF ARTICLE IX]

ARTICLE X
TERM; MISCELLANEOUS

Section 10.01. Term of this Contract. This Contract shall be in full force and effect from the date of delivery hereof until such time as the Bonds shall have been paid or provision for such payment shall have been made in accordance with the Resolution and all payments due or to become due to the Paying Agent and Bond Registrar have been made.

Section 10.02. Notices. All notices or other communications required or permitted to be given pursuant to this Contract shall be in writing and shall be considered as properly given if mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, by overnight delivery, by delivering same in person to the intended addressee, or by prepaid telegram or telecopy. Notice so mailed shall be effective three days after its deposit. Notice given in any other manner, including overnight delivery and telecopy, shall be effective only if and when received by the addressee. Each such notice or other communication given hereunder shall be given to all of the other parties. For purposes of notice, the addresses of the parties shall be as set forth herein; provided, however, that hereinafter either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of notice to the other party in the manner set forth hereinabove.

If to the Authority: Macon-Bibb County Urban Development Authority
P.O. Box 169
Macon, Georgia 31202
Fax: (478) 621-2021
Attention: Executive Director

With a Copy to: Butler Snow LLP
577 Mulberry Street, Suite 1225
Macon, Georgia 31202
Fax: (478) 238-1351
Attention: Blake C. Sharpton

If to the County: Macon-Bibb County
P.O. Box 247
Macon, Georgia 31202
Fax: (478) 751-7651
Attention: County Attorney

If to the Registrar
and Paying Agent: Regions Bank Corporate Trust
1180 West Peachtree Street, Suite 1200
Atlanta, Georgia 30309
Fax: (404) 581-3770
Attention: _____

Section 10.03. Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the Authority, the County and their respective successors and assigns.

Section 10.04. Severability. If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.05. Amounts Remaining in Funds. It is agreed by the parties hereto that any amounts remaining in any fund after payment in full of the principal of, premium, if any, and interest on the Bonds (or provision for payment shall have been made as provided for in the Resolution), the fees, charges, and expenses of the Paying Agent and Bond Registrar and all other amounts required to be paid under the Resolution, shall be paid to the County.

Section 10.06. Delegation of Duties by Authority. It is agreed that under the terms of this Contract and also under the terms of the Resolution, the Authority has delegated certain responsibilities to the County. The fact of such delegation shall be deemed a sufficient compliance by the Authority to satisfy the responsibilities so delegated and the Authority shall not be liable in any way by reason of acts done or omitted by the County or the County Representative. The Authority shall have the right at all times to act in reliance upon the authorization, representation or certification of the County Representative.

Section 10.07. Continuing Disclosure. The County will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Contract, failure of the County to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default under Resolution or this Contract; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Contract to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this Section, “Beneficial Owner” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any bonds (including persons holding bonds through nominees, depositories, or other intermediaries), or (b) is treated as the owner of any bonds for federal income tax purposes.

Section 10.08. Amendments, Changes, and Modifications. Subsequent to the initial issuance of the Bonds and prior to the payment in full of the Bonds, this Contract may not be amended, changed, modified, or altered except as provided in Article IX of the Resolution.

Section 10.09. Execution Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.10. Captions. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

Section 10.11. Law Governing Construction of Contract. This Contract shall be governed by and construed in accordance with the laws of the State.

[END OF ARTICLE X]

IN WITNESS WHEREOF, the Authority and the County have caused this Contract to be executed in their respective names and their respective seals to be hereunto affixed and attested by their respective duly authorized officers, all as of the date first above written.

MACON-BIBB COUNTY URBAN
DEVELOPMENT AUTHORITY

(S E A L)

By: _____
Chairman

Attest: _____
Secretary

Signed, sealed, and delivered
this _____ day of _____, 20[_____].

Witness

Notary Public

(Authority's Signature Page)

MACON-BIBB COUNTY, GEORGIA

(S E A L)

By: _____
Mayor

Attest: _____
Secretary

Signed, sealed, and delivered
this _____ day of _____, 20[_____].

Witness

Notary Public

(County's Signature Page)

EXHIBIT B

PILOT AGREEMENT

by and among

MACON-BIBB COUNTY, GEORGIA,

DT WALTON LOFTS, LLC,

MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY,

BIBB COUNTY SCHOOL DISTRICT,

MACON-BIBB COUNTY BOARD OF TAX ASSESSORS,

AND

MACON-BIBB COUNTY TAX COMMISSIONER

*Relating to the
DT Walton Mixed-Use Project*

Dated as of _____, 2024

PILOT AGREEMENT

THIS PILOT AGREEMENT (“PILOT Agreement”) is dated as of _____, 2024 and is made by and among the **MACON-BIBB COUNTY, GEORGIA**, a body politic and corporate, and a political subdivision of the State of Georgia (the “**County**”), **DT WALTON LOFTS, LLC**, a Georgia limited liability company (the “**Mixed Use Project Owner**”), the **MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY**, a body corporate and politic, created and existing under the laws of the State of Georgia (the “**Authority**”), and the **BIBB COUNTY SCHOOL DISTRICT**, a political subdivision of the State of Georgia (the “**School District**”); and is acknowledged and consented to by the **MACON-BIBB COUNTY BOARD OF TAX ASSESSORS** (the “**Tax Assessors**”) and the **MACON-BIBB COUNTY TAX COMMISSIONER** (the “**Tax Commissioner**”).

RECITALS

WHEREAS, after careful study and investigation, the County has determined that entering into a public-private partnership for the development of a mixed-use development expected to encompass a parking deck, mixed use retail space and multifamily units in downtown Macon, Georgia known as the DT Walton Mixed-Use Project is beneficial to the downtown area and the citizens of the County and the State of Georgia; and

WHEREAS, Gateway/75, LLC, a Georgia limited liability company, and the Authority entered into that certain Development Agreement dated as of _____, 2024 (the “**Development Agreement**”) providing, among other things, that the Authority would acquire and own certain parcels of land to be leased to the Mixed Use Project Owner pursuant to a Lease Agreement between the Mixed Use Project Owner a permitted assignee of Gateway/75, LLC, and the Authority, and that the Authority would purchase the parking deck to be financed by the issuance of the Bonds (defined below); and

WHEREAS, in accordance with the terms of the Development Agreement, the Developer (as defined in the Development Agreement) has constructed certain improvement upon, and installed building fixtures and building equipment at, that certain parcel of land more particularly described on **Exhibit A-1**, attached hereto and incorporated herein by this reference (the “**Mixed Use Project Site**”); and

WHEREAS, in order to establish the bond-financed sale-leaseback structure that is necessary for the provision of certain incentives contemplated herein, including *ad valorem* property tax savings for the Mixed Use Project and payments in lieu of taxes to made hereunder, the Authority is to issue its Sale-Leaseback Revenue Bonds in an amount sufficient to purchase the Mixed Use Project Site and the improvements thereon (the “**Mixed Use Improvements**,” and together with the Mixed Use Project Site, the “**Mixed Use Project**”); and

WHEREAS, the Mixed Use Project Owner shall convey the Mixed Use Project to the Authority and the Authority shall contemporaneously lease it to the Mixed Use Project Owner pursuant to a Lease Agreement dated as of _____, 202_ between _____ and Authority (the “**Mixed Use Project Lease**”); and

WHEREAS, the Developer (as defined in the Development Agreement) has constructed certain improvements upon that certain parcel of land more particularly described on **Exhibit “A-2”** attached hereto and incorporated herein by reference (the “**Parking Deck**”); and

WHEREAS, pursuant to the Development Agreement, the Authority is to issue its Revenue Bonds (the “**Bonds**”), in an amount sufficient to purchase the Parking Deck (the “**Parking Deck Project**”). As security for the payment of the debt service on the Bonds, the Authority and the County have entered into an Intergovernmental Contract, dated_, 2024 (the “**Intergovernmental Agreement**”), providing, among other things, that the Mixed Use Project Owner would construct the Parking Deck, that the Authority would issue the Bonds to purchase the Parking Deck, and the County would make certain payments to the Authority to pay when due, the principal of, redemption premium (if any) and interest on the Bonds; and

WHEREAS, Section 4.5 of the Development Agreement provides that the Mixed Use Project Owner shall enter into an agreement providing for certain payments in lieu of taxes to be made by the Mixed Use Project Owner concerning the Mixed Use Project; and

WHEREAS, commencing upon the execution of this PILOT Agreement, the County and the School District will abate taxes for a 30-year term as to real property and as to personal property (excluding inventory) constituting the Mixed Use Project and the Mixed Use Project Owner will make PILOT Payments (as defined in Section 2.03 herein) in lieu of taxes directly to the Authority, pursuant to the terms of this PILOT Agreement. Such PILOT Payments shall be made in the form of two (2) Basic Rent payments upon the terms and conditions set forth in the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which is hereby acknowledged, all parties agree as follows:

ARTICLE I INTERPRETATION

Section 1.01 Recitals. The recitals set forth in the foregoing “Whereas” clauses are hereby incorporated into this PILOT Agreement as if restated here in their entirety.

Section 1.02 Definitions. Unless otherwise expressly provided in this PILOT Agreement, the following terms shall have the respective meanings set forth below for all purposes of this PILOT Agreement.

“**Acknowledgement Parties**” shall mean the Tax Assessors and the Tax Commissioner.

“**Act**” shall mean the laws of the State of Georgia pursuant to which the Authority was created, particularly an act of the General Assembly of the State of Georgia (Ga. Laws 1974, page 3093, as amended by Ga. Laws 1976, page 3950 and Ga. Laws 1981, page 4872), and acts of the General Assembly of the State of Georgia amending the Constitution to provide certain powers to the Authority (Ga. Laws 1976, p. 1754, Ga. Laws 1976, p. 1827 and Ga. Laws 1980, p. 2128) and an act to continue in force those acts of the General Assembly contained in Ga. Laws 1985, page 5269 and Ga. Laws 1986, page 4698, as amended.

“Affiliate” means, with respect to any Entity, (a) any Entity fifty percent (50%) or more of the beneficial ownership of which is owned by the Entity in question, (b) any Entity which owns more than fifty percent (50%) of the beneficial interest of the Entity in question, or (c) any Entity which controls, or is controlled, by, or is under common control with, the Entity in question (whether by ownership of a majority interest or by management control).

“Collection Year” means a period of twelve (12) months starting on December 15th and ending on November 15th of the following year, with Year “1” commencing on December 15, 202 and ending on November 15th, 202_.

“Entity” means any person, corporation, limited liability company, partnership (general or limited), joint venture, association, joint stock company, trust or other business entity or organization.

“Lease” means the Mixed Use Project Lease.

“Mixed Use Project” is defined in the Recitals.

“Mixed Use Project Owner” is defined in the Recitals.

“Mixed Use Project Site” is defined in the Recitals.

“Parties” means, collectively, the County, the School District, the Mixed Use Project Owner, and the Authority.

“PILOT Period” shall have the meaning set forth in Section 2.01 herein.

[Remainder of this page intentionally left blank.]

ARTICLE II ESTABLISHMENT AND USE OF PILOT PAYMENTS

Section 2.01 *PILOT Period.*

The “PILOT Period” shall be that period of time during which the Mixed Use Project is subject to the terms of this PILOT Agreement providing an abatement of *ad valorem* taxes, which period, with respect to the real property and personal property of the Mixed Use Project shall be a period commencing upon the execution of this PILOT Agreement and ending on **December 31, 20**] **[to be approximately thirty years from commencement and coterminous with the maturity schedule of the Bonds]**, or when the Authority no longer owns such Mixed Use Project, whichever is earlier.

Section 2.02 *PILOT Payments by Mixed Use Project Owner.*

(a) The constitutional amendment contained in the Act, creating the Authority, provides in relevant part that “all the property, income, obligations, and interest on the obligations of the authority and the transfer thereof shall be and hereby are declared to be nontaxable for any and all purposes” and “to make such bonds legal investments and exempt the same and the income therefrom and interest thereon and all property of the authority from taxation.” Similar language contained in the constitutional amendment creating the Hart County Industrial Development Authority was held in *Hart County Board of Tax Assessors v. Dunlop Tire & Rubber Company*, 252 Ga. 479 (1984) (the “**Hart County Case**”) to result in the exemption from taxation of the leasehold interest of Dunlop Tire. Based on the precedent established by the Hart County Case, the leasehold interest of the Mixed Use Project Owner in the Mixed Use Project is not subject to *ad valorem* taxation based on the enabling legislation of the Authority contained in the Act. However, during the PILOT Period, the Mixed Use Project Owner shall annually make PILOT Payments equal to the dollar amounts calculated in Section 2.03 below (the “**PILOT Payments**”) to the Authority.

(b) RESERVED.

(c) Upon a determination of the PILOT Payment amounts for the Mixed Use Project for a given Collection Year as determined by the Authority pursuant to Section 2.03 below, the Authority shall provide a billing statement reflecting one-half of the annual PILOT Payment amount due by October 15th of the Collection Year and the balance due by November 15th of the Collection Year. The PILOT Payments shall commence on October 15,____ and continue until the termination of this PILOT Agreement

(d) The Mixed Use Project Owner is responsible for making each PILOT Payment in accordance with the terms and conditions set forth in this PILOT Agreement, and the Mixed Use Project Owner agrees that its obligations under this PILOT Agreement shall be senior to and enjoy a preference ahead of any other obligation entered into by the Mixed Use Project Owner secured by an interest in the Mixed Use Project as if such PILOT Payments were *ad valorem* taxes.

(e) The Mixed Use Project Owner shall be jointly and severally liable for the PILOT Payments to be made in accordance with the terms of this PILOT Agreement. Unless expressly released pursuant to the Authority’s consent to Transfer described in Section 4.05 herein below,

the Mixed Use Project Owner shall remain jointly and severally liable for the PILOT Payments concerning any Mixed Use Project subject to such Transfer.

(f) The Mixed Use Project Owner agrees that this document may be recorded in the real estate records of Bibb County, Georgia.

Section 2.03 *PILOT Payment Administrative Provisions.*

(a) The Authority and the Mixed Use Project Owner hereby agree that the original cost to construct the Mixed Use Project was \$_____ (the “**Base Value**”). For the first year of this PILOT Agreement, the annual PILOT Payment shall equal forty percent (40%) of the Base Value multiplied by the then combined millage rates of Macon-Bibb County and the Bibb County School District ((Base Value x 40%) x (MBC Millage Rate plus BCSD Millage Rate)). For each year of this PILOT Agreement after the first year, the Base Value shall be increased or decreased by the percentage that the Consumer Price Index for Shelter increased for the same year (the “**Adjusted Base Value**”); provided that the Adjusted Base Value shall never be less than the Base Value. Commencing in year two of this PILOT Agreement and continuing through the end of this PILOT Agreement, the annual PILOT Payment shall equal forty percent (40%) of the Adjusted Base Value multiplied by the combined millage rates of Macon-Bibb County and the Bibb County School District ((Adjusted Base Value x 40%) x (MBC Millage Rate plus BCSD Millage Rate)).

(b) The Mixed Use Project Owner shall have no right to appeal the PILOT Payments as assessments and reassessments of the value of the Mixed Use Project in accordance with the procedures prescribed by the Tax Assessors and contained in Chapter 5 of Title 48 of the Official Code of Georgia Annotated. Under no circumstances shall the Mixed Use Project Owner be entitled to an award of attorney’s fees or costs related to any appeal pursuant to O.C.G.A. § 48-5-311 or any other applicable law. However, the Mixed Use Project Owner and the Authority shall retain any right or remedy to protect and enforce its rights under this PILOT Agreement by suit, action, or special proceedings in equity or at law. The provisions of this PILOT Agreement relative to the calculation of the PILOT Payments shall be the obligation and responsibility of the Authority. By its acknowledgement, the Tax Assessors are joining in this Agreement to acknowledge that the Tax Assessors intend and agree to classify, for taxation purposes, the Mixed Use Project Owner’s interest in the Mixed Use Project under the Lease as contemplated in this PILOT Agreement.

(c) RESERVED.

(d) RESERVED.

(e) If the Mixed Use Project Owner fails to pay the PILOT Payments in full by November 15th of a given Collection Year, the Mixed Use Project Owner shall be obligated to pay to the Authority, in addition to the full value of the unpaid PILOT Payments, a payment in an amount that shall be equal to the penalties and interest that would be assessed against the Mixed Use Project Owner if such PILOT Payments were delinquent *ad valorem* taxes from November 15th. The Authority shall notify the delinquent Mixed Use Project Owner of any such penalties and interest. The Authority shall further have all rights and obligations of enforcement and collection of any unpaid PILOT Payments as of November 15th of a Collection Year, as if such PILOT

Payments were payments of *ad valorem* taxes, including but not limited to those rights and obligations contained in Chapters 3 and 4 of Title 48 of the Official Code of Georgia Annotated.

Section 2.04 *Remittance and Use of PILOT Payments.*

The Authority shall cause, for itself and the benefit of the County, all PILOT Payments remitted under this PILOT Agreement to be applied for any lawful purpose, including the payment of required principal, redemption premium (if any), and interest payments on the Bonds pursuant to the Intergovernmental Agreement.

[Remainder of this page intentionally left blank.]

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.01 *Representations and Warranties of the Mixed Use Project Owner.* As of the date hereof, the Mixed Use Project Owner represents and warrants as follows:

(a) *Organization.* The Mixed Use Project Owner is a limited liability company established and existing pursuant to the laws of the State of Georgia. Each has the power and authority to carry on their business in the County as now being conducted and as hereby contemplated.

(b) *Authority.* The Mixed Use Project Owner has the power and authority to enter into this PILOT Agreement, to make PILOT Payments required herein and to enter into the Lease and has taken all action necessary to cause this PILOT Agreement to be executed and delivered. This PILOT Agreement has been duly and validly executed and delivered by Mixed Use Project Owner.

(c) *Binding Obligation.* This PILOT Agreement is a legal, valid, and binding obligation of Mixed Use Project Owner enforceable against it in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) *Compliance with Laws.* The Mixed Use Project Owner shall not, with knowledge, commit, suffer, or permit any act to be done in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the operation of the Mixed Use Project.

(e) *Litigation.* There is no litigation or proceeding pending or, to the knowledge of the Mixed Use Project Owner, threatened against the Mixed Use Project Owner having a material adverse effect on the right of it to accept the terms of this PILOT Agreement, or to execute this PILOT Agreement or the ability of each to comply with its obligations hereunder.

Section 3.02 *Representations and Warranties of the County.* The County represents and warrants as follows:

(a) *Organization.* The County is a body politic and corporate and a political subdivision existing under the laws of the State of Georgia and has the full legal right, power, and authority to enter into this PILOT Agreement and to carry out and consummate the transactions on its part contemplated by this PILOT Agreement.

(b) *Authority.* The County, by all necessary official action of the County, has duly authorized and approved the execution, delivery, and performance by the County of the obligations on its part contained in this PILOT Agreement, and such authorizations and approvals are in full force and effect and have not been amended, modified, or rescinded.

(c) *Use of County Resources and Waiver of Commission.* The County is providing certain resources for the provision of the services related to the PILOT Payments and waives the collection of any commissions authorized by statute or local act of the County, in order that 100% of the PILOT Payments collected by the Authority shall be remitted in accordance herewith.

(d) *Binding Obligation.* This PILOT Agreement is a legal, valid, and binding obligation of the County, enforceable against the County in accordance with its terms, subject to bankruptcy or other equitable principles.

Section 3.03 *Representations and Warranties of the Authority.* The Authority represents and warrants as of the date hereof as follows:

(a) *Organization.* The Authority is a body corporate and politic created under the laws of the State of Georgia, particularly the Act, and has the power and authority to own its properties and assets and to carry on its business in the County as now being conducted and as hereby contemplated.

(b) *Authority.* The Authority, by all necessary official action of the Authority, has duly authorized and approved the execution, delivery, and performance by the Authority of the obligations on its part contained in this PILOT Agreement, and such authorizations are in full force and effect and have not been amended, modified, or rescinded.

(c) *Binding Obligation.* This PILOT Agreement is a legal, valid, and binding obligation of Authority, enforceable against Authority in accordance with its terms, subject to bankruptcy and other equitable principles.

Section 3.04 *Representations and Warranties of the School District.* The School District represents and warrants as follows:

(a) *Organization.* The School District is a body politic and corporate and a political subdivision existing under the laws of the State of Georgia and has the full legal right, power, and authority to enter into this PILOT Agreement and to carry out and consummate the transactions on its part contemplated by this PILOT Agreement.

(b) *Authority.* The School District, by all necessary official action of the School District, has duly authorized and approved the execution, delivery, and performance by the School District of the obligations on its part contained in this PILOT Agreement, and such authorizations and approvals are in full force and effect and have not been amended, modified, or rescinded.

(c) *Binding Obligation.* This PILOT Agreement is a legal, valid, and binding obligation of the School District, enforceable against the School District in accordance with its terms, subject to bankruptcy or other equitable principles.

Section 3.05 *Representations and Warranties of the Tax Assessors.* The Tax Assessors represent and warrant as follows:

(a) *Organization.* The Tax Assessors are the duly appointed board pursuant to Section 48-5-290 of the Official Code of Georgia Annotated, charged with the equalization of the assessment of property for *ad valorem* taxes located within the County.

(b) *Authority.* The Tax Assessors, by all necessary official action of the Tax Assessors, has duly consented to and acknowledged the execution, delivery, and performance by the Tax Assessors of the undertakings on their part contained in this PILOT Agreement, and such consent

and acknowledgment are in full force and effect and have not been amended, modified, or rescinded.

(c) *Binding Obligation.* This PILOT Agreement is a legal, valid, and binding obligation of the Tax Assessors, enforceable against the Tax Assessors in accordance with its terms.

Section 3.06 *Representations and Warranties of the Tax Commissioner.* The Tax Commissioner represents and warrants as follows:

(a) *Organization.* The Tax Commissioner is the duly elected official pursuant to Section 48-5-210 of the Official Code of Georgia Annotated, charged with the collection of *ad valorem* taxes on property located within the County.

(b) *Authority.* The Tax Commissioner is duly authorized to perform the undertakings on its part contained in this PILOT Agreement.

(c) *Binding Obligation.* This PILOT Agreement is a legal, valid, and binding obligation of the Tax Commissioner.

[Remainder of this page intentionally left blank.]

ARTICLE IV

MISCELLANEOUS

Section 4.01 *Consent to Amendment of Legal Descriptions.* The Parties and Acknowledgement Parties acknowledge that the descriptions of the Mixed Use Project Sites contained in **Exhibits A-1** through **A-2** are subject to change, including but not limited to the legal descriptions and the tax parcel number references, based upon the replatting of certain parcels and the completion of final as built surveys as contemplated. Consequently, the Parties and the Acknowledgement Parties consent to the amendment of this PILOT Agreement by the substituting of the descriptions of the Mixed Use Project Sites, as appropriate, by the Authority and the Mixed Use Project Owner without further approval action of any parties hereto.

Section 4.02 *Liability and Enforcement.* If the Mixed Use Project Owner fails to make the PILOT Payments as provided for herein, in addition to the rights provided for in Section 2.03(e), the Authority shall have such rights and remedies available to it as the County has resulting from any property owner in the County failing to pay ad valorem real and personal property taxes, and the Mixed Use Project Owner shall be afforded such rights and notice as provided any property owner with regard to payment of ad valorem real and personal property taxes.

Section 4.03 Notices. Any notice required or permitted by this PILOT Agreement to be given or delivered to a party hereto shall be in writing and shall be deemed to have been received when personally delivered (or upon refusal of delivery) or transmitted by telecopy or facsimile transmission (which shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

County: Office of the Mayor
Macon-Bibb County, Georgia
Government Center
700 Poplar Street
PO Box 247
Macon, Georgia 31202-0247

with a copy to: Office of County Attorney
Macon-Bibb County, Georgia
Government Center
700 Poplar Street
PO Box 247
Macon, Georgia 31202-0247
Attention: Duke Groover, Esq.

Authority: Macon-Bibb County Urban Development Authority
700 Poplar Street
Macon, Georgia 31201
Attention: Chairman

<i>with a copy to:</i>	Butler Snow LLP 577 Mulberry Street, Suite 1225 Macon, Georgia 31201 Attention: Blake C. Sharpton, Esq.
Mixed Use Project Owner:	DT Walton Lofts, LLC 107 Gateway Drive Macon, Georgia 31210 Attention: G. Scott Thompson
<i>with a copy to:</i>	James-Bates-Brannan-Groover-LLP 231 Riverside Drive, Suite 100 Macon, Georgia 31201 Attn.: Kathryn S. Willis, Esq. Email: kwillis@jamesbatesllp.com
School District:	Bibb County School District 484 Mulberry Street Macon, Georgia 31201 Attention: Sharon Roberts, Chief Financial Officer
<i>with a copy to:</i>	Bibb County School District 484 Mulberry Street Macon, Georgia 31201 Attention: Dr. Dan A. Sims, Superintendent
Tax Assessors:	Macon-Bibb County Board of Tax Assessors 653 Second Street Macon, Georgia 31201-2817 Attention: Andrea Crutchfield, Chief Appraiser
Tax Commissioner:	Macon-Bibb County Tax Commissioner 188 Third Street Macon, Georgia 31201 Attention: Wade McCord, Tax Commissioner

Each party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

Section 4.04 Severability. If any part of this PILOT Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this PILOT Agreement shall be given effect to the fullest extent possible.

Section 4.05 *Successors and Assigns.*

(a) This PILOT Agreement shall be binding upon and inure to the benefit of any permitted successors and assigns of the Parties hereto. This PILOT Agreement may not be assigned, sold, conveyed, granted, encumbered, pledged, hypothecated, or otherwise disposed (any such action, a “**Transfer**”), in whole or in part, by the Mixed Use Project Owner without the consent of the Authority (which approval shall not be unreasonably withheld or delayed). The Authority’s consent shall be deemed given if (a) any proposed Transfer is by the Mixed Use Project Owner to an Affiliate of the Mixed Use Project Owner and (b) any proposed Transfer (either through foreclosure or a Transfer in lieu of foreclosure) is to a Leasehold Mortgagee (as defined in the Lease), provided the Authority is notified of such Transfer not less than ten (10) days prior to such Transfer occurring.

(b) In the event of the Mixed Use Project Owner’s Transfer of the Mixed Use Project to a third-party purchaser, the Authority shall consent to Transfer of the PILOT Agreement by the Mixed Use Project Owner to the third-party purchaser, if and to the extent such proposed third-party purchaser, in the reasonable opinion of the Authority, satisfies the following criteria:

- (i) such third-party purchaser shall utilize the Mixed Use Project for the purposes of the development and/or operation of the Mixed Use Project during the PILOT Period as described in this PILOT Agreement;
- (ii) such third-party purchaser is, or engages, a reputable and experienced Multi-Family properties owner or manager and the third-party purchaser is of such financial standing and operational responsibility as to give reasonable assurance of the payment of all PILOT Payments required by this PILOT Agreement and compliance with all of the terms, covenants, provisions, and conditions of this PILOT Agreement;
- (iii) such third-party purchaser is approved by the franchisor under any franchise agreement applicable to the Mixed Use Project; and
- (iv) such assignee operates the Mixed Use Project consistent with the terms of this PILOT Agreement and the Lease as determined by the Authority in its reasonable discretion.

(c) Any successor and assign of the Mixed Use Project Owner approved in accordance with this Section 4.05, excluding an Affiliate of the Mixed Use Project Owner, but including Leasehold Mortgagees for which approval is deemed given, shall assume only the liabilities set forth herein as are related to the Mixed Use Project Site assigned, and shall specifically be excluded and released from any joint and several liability as contemplated in Section 2.02(d) above.

Section 4.06 *Parties in Interest.*

(a) Nothing in this PILOT Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the Parties any rights, remedies or claims under or by reason of this PILOT Agreement or any covenants, conditions, or stipulations hereof, and all covenants, conditions, promises and agreements in this PILOT

Agreement contained by or on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

(b) The rights, benefits and burdens evidenced by this PILOT Agreement are covenants that run with land for the benefit of the Authority and the County.

Section 4.07 *Amendment.* This PILOT Agreement may be amended from time to time only by written supplement hereto and executed by all the Parties and Acknowledgement Parties.

Section 4.08 *Governing Law.* This PILOT Agreement shall be governed by the laws of the State of Georgia without reference to choice of laws provisions thereof.

Section 4.09 *Counterparts.* This PILOT Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the undersigned has executed and delivered this PILOT Agreement as of the date and year first above written.

**MACON-BIBB COUNTY URBAN DEVELOPMENT
AUTHORITY**

By: _____
Jan C. Beeland, Chairman

[SEAL]

Attest: _____
J. Alexander Morrison, Secretary

[Signature Page 1 of 6 to PILOT Agreement]

IN WITNESS WHEREOF, the undersigned has executed and delivered this PILOT Agreement as of the date and year first above written.

MACON-BIBB COUNTY, GEORGIA

By: _____
Lester Miller, Mayor

[SEAL]

Attest: _____
Janice Ross, Clerk of Commission

[Signature Page 2 of 6 to PILOT Agreement]

IN WITNESS WHEREOF, the undersigned has executed and delivered this PILOT Agreement as of the date and year first above written.

DT WALTON LOFTS, LLC,
a Georgia limited liability company

By: _____
Name: G. Scott Thompson
Title: Manager

[Signature Page 3 of 6 to PILOT Agreement]

IN WITNESS WHEREOF, the undersigned has executed and delivered this PILOT Agreement as of the date and year first above written.

**BOARD OF PUBLIC EDUCATION FOR
BIBB COUNTY**

By: _____
Juawn A. Jackson, President

[SEAL]

Attest: _____
Dr. Dan A. Sims, Superintendent and Ex-
Officio Secretary

[Signature Page 4 of 6 to PILOT Agreement]

This PILOT Agreement is acknowledged and consented to by the undersigned:

**MACON-BIBB COUNTY BOARD OF TAX
ASSESSORS**

By: _____
Jean Hagood, Chairman

[Signature Page 5 of 6 to PILOT Agreement]

This PILOT Agreement is acknowledged and consented to by the undersigned:

**MACON-BIBB COUNTY TAX
COMMISSIONER**

By: _____
Wade McCord, Tax Commissioner

[Signature Page 6 of 6 to PILOT Agreement]

EXHIBIT A-1

Legal Description of the Mixed Use Project Site

TRACT 1

ALL THAT TRACT OR PARCEL OF LAND LYING AND SITUATED IN PART OF LOT 2, CITY SQUARE 62, OLD CITY MACON, BIBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR WITH A DGA CAP FOUND ON THE ORIGINAL NORTHEASTERLY RIGHT OF WAY LINE OF PLUM STREET (120' R/W) AND HAVING THE NAD83 GA WEST ZONE COORDINATES OF N1031714.05', E2460447.01'; THENCE, ALONG THE RELINQUISHED RIGHT OF WAY OF PLUM STREET, SOUTH 35°11'34" WEST, A DISTANCE OF 31.27 FEET TO A POINT; THENCE, NORTH 55°04'08" WEST, A DISTANCE OF 218.98 FEET TO A POINT ON THE EXISTING RIGHT OF WAY OF PLUM STREET AND THE FACE OF A BUILDING; THENCE, ALONG SAID RIGHT OF WAY, ALONG THE FACE OF THE BUILDING, NORTH 34°52'16" EAST, A DISTANCE OF 31.27 FEET TO A POINT; THENCE, LEAVING SAID RIGHT OF WAY, ALONG THE FACE OF THE BUILDING, NORTH 34°52'16" EAST, A DISTANCE OF 20.37 FEET TO THE CORNER OF THE BUILDING; THENCE, ALONG THE FACE OF THE BUILDING, NORTH 54°38'44" WEST, A DISTANCE OF 55.35 FEET TO A POINT ON THE SOUTHEASTERN RIGHT OF WAY OF DT WALTON SR WAY (60' R/W) THENCE, ALONG SAID RIGHT OF WAY, NORTH 69°55'41" EAST, A DISTANCE OF 50.70 FEET TO A 1/2" REBAR; THENCE, ALONG SAID RIGHT OF WAY, NORTH 69°55'41" EAST, A DISTANCE OF 178.55 FEET TO A DRILL POINT IN CONCRETE AT THE INTERSECTION OF THE SOUTHEASTERN RIGHT OF WAY OF DT WALTON SR WAY AND THE SOUTHWESTERLY RIGHT OF WAY OF POPLAR STREET LANE (R/W VARIES); THENCE, ALONG SAID RIGHT OF WAY OF POPLAR STREET LANE, SOUTH 54°48'26" EAST, A DISTANCE OF 16.24 FEET TO A POINT; THENCE, LEAVING SAID RIGHT OF WAY, SOUTH 34°55'48" WEST, A DISTANCE OF 169.39 FEET TO A POINT; THENCE, SOUTH 55°04'12" EAST, A DISTANCE OF 126.98 FEET TO A 1/2" REBAR; THENCE, SOUTH 35°11'34" WEST, A DISTANCE OF 39.12 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.67 ACRES, MORE OR LESS.

EXHIBIT A-2

Legal Description of the Parking Deck Site

TRACT 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND SITUATED IN PART OF LOT 2, CITY SQUARE 62, OLD CITY MACON, BIBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR WITH A DGA CAP FOUND ON THE NORTHEASTERLY RIGHT OF WAY LINE OF PLUM STREET (120' R/W) AND HAVING THE NAD83 GA WEST ZONE COORDINATES OF N1031714.05', E2460447.01'; THENCE, NORTH 35°11'34" EAST, A DISTANCE OF 39.12 FEET TO A 1/2" REBAR BEING THE POINT OF BEGINNING; THENCE, NORTH 55°04'12" WEST, A DISTANCE OF 126.98 FEET TO A POINT; THENCE, NORTH 34°55'48" EAST, A DISTANCE OF 169.39 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF POPLAR STREET LANE (R/W VARIES); THENCE, ALONG SAID RIGHT OF WAY, SOUTH 54°48'26" EAST, A DISTANCE OF 12.76 FEET TO A POINT; THENCE, SOUTH 54°48'26" EAST, A DISTANCE OF 10.00 FEET TO A 1/2" REBAR; THENCE, SOUTH 54°48'26" EAST, A DISTANCE OF 105.00 FEET TO A 1/2" REBAR; THENCE, LEAVING SAID RIGHT OF WAY, SOUTH 35°11'34" WEST, A DISTANCE OF 73.00 FEET TO 1/2" REBAR WITH A DGA CAP; THENCE, SOUTH 35°11'34" WEST, A DISTANCE OF 95.80 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.49 ACRE, MORE OR LESS.

ACCESS EASEMENT 1

ALL THAT TRACT OR PARCEL OF LAND LYING AND SITUATED IN PART OF LOT 2, CITY SQUARE 62, OLD CITY MACON, BIBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A DRILL HOLE IN CONCRETE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF DT WALTON SR WAY (60' R/W) AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF POPLAR STREET LANE (R/W VARIES); THENCE, SOUTH 54°48'26" EAST, A DISTANCE OF 16.24 FEET TO A POINT; THENCE, SOUTH 34°55'48" WEST, A DISTANCE OF 47.71 FEET TO A POINT; THENCE, NORTH 32°55'09" WEST, A DISTANCE OF 41.75 FEET TO A POINT ON SAID RIGHT OF WAY OF DT WALTON SR WAY; THENCE, ALONG SAID RIGHT OF WAY, NORTH 69°55'41" EAST, A DISTANCE OF 39.11 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.027 ACRES, MORE OR LESS.

ACCESS EASEMENT 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND SITUATED IN PART OF LOT 2, CITY SQUARE 62, OLD CITY MACON, BIBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR WITH A DGA CAP FOUND ON THE ORIGINAL NORTHEASTERLY RIGHT OF WAY LINE OF PLUM STREET (120' R/W) AND HAVING THE NAD83 GA WEST ZONE COORDINATES OF N1031714.05', E2460447.01'; THENCE, ALONG THE RIGHT OF WAY OF PLUM STREET, SOUTH 35°11'34" WEST, A DISTANCE OF 31.27 FEET TO A POINT; THENCE, NORTH 55°04'08" WEST, A DISTANCE OF 6.76 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 55°04'08" WEST, A DISTANCE OF 24.00 FEET TO A POINT; THENCE, LEAVING THE RIGHT OF WAY OF PLUM STREET, N35°11'34"E, A DISTANCE OF 70.39 FEET TO A POINT; THENCE, SOUTH 55°04'12" EAST, A DISTANCE OF 24.00 FEET TO A POINT; THENCE, SOUTH 35°11'34" WEST, A DISTANCE OF 70.39 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.04 ACRES, MORE OR LESS.



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 A MASTER SERVICES AGREEMENT WITH RUMCREEK ENTERPRISES, LLC FOR THE PROVISION OF CONSTRUCTION MANAGER SERVICES FOR CERTAIN AIRPORT CONSTRUCTION PROJECTS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Rumcreek Enterprises, LLC (“Rumcreek”) has performed construction manager services for Macon-Bibb County SPLOST projects since prior to the start of the 2018 SPLOST program; and

WHEREAS, the County anticipates beginning several large and small-scale construction projects at its two airports over the next few years; and

WHEREAS, because of the volume of projects anticipated at the two airports, the County’s Aviation Department has requested that the County hire a construction manager, who will report to the Director of Aviation, to oversee construction efforts; and

WHEREAS, because of their extensive experience with construction and project management for the County, the Macon-Bibb County Commission desires to hire Rumcreek to provide construction manager services for airport projects on an as-needed basis; and

WHEREAS, as a matter of efficiency, the County desires to enter into a Master Services Agreement with Rumcreek, in a form substantially similar to the agreement attached hereto and incorporated herein as Exhibit A, that governs the relationship between the parties as it relates to airport projects for the next five years; and

WHEREAS, Rumcreek has agreed to provide construction manager services to the County for any airport construction project for which the County requests such services at a rate of one-half of a percent (.5%) of the overall construction cost of such project; and

WHEREAS, by this Resolution, the Macon-Bibb County Commission intends to approve Rumcreek to serve as the construction manager for all projects proposed pursuant to the Master Services Agreement as long as funds are available to pay for such services; and

WHEREAS, entering into the proposed Master Services Agreement will save the County the administrative costs and burdens associated with preparing and entering into separate contracts for each airport project that Rumcreek performs; 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 Master Services Agreement with Rumcreek Enterprises, LLC for the performance of construction manager services for airport projects, in substantially the same form as Exhibit A.

BE IT FURTHER RESOLVED that the Macon-Bibb County Commission hereby expressly authorizes and approves all projects to be performed by Rumcreek Enterprises, LLC pursuant to the Master Services Agreement, including those in excess of \$25,000.00, in accordance with Section 19-10(b) of the Macon-Bibb County Code of Ordinances, so long as funds are available for such project.

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 Master Services Agreement with Rumcreek Enterprises for Airport Construction Management 4-9-25.docx

EXHIBIT A

**AIRPORT CONSTRUCTION MANAGER
MASTER SERVICES AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND RUMCREEK ENTERPRISES, LLC**

This Construction Manager Master Services Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County"), a political subdivision of the State of Georgia, and Rumcreek Enterprises, LLC ("Contractor"), a Georgia limited liability company, with a principal address of 318 Buford Place, Macon, Georgia 31204, collectively the "Parties."

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

1. Scope of Services

County is in need of a construction manager to oversee construction of special projects at the County's two airports. Accordingly, Contractor shall serve as the Construction Manager for the County on an as-needed, per project basis, for a fixed rate. In order to initiate a new project for which the County desires to utilize the Contractor's services, County will informally notify Contractor of the proposed project. Contractor will then prepare a Work Authorization form, a sample of which is attached hereto as Exhibit A, to be signed by the Mayor detailing the scope of services they will perform and the cost of those services for that specific project, and submit it to the County along with the requisition for those services.

For all projects governed by this Agreement, Contractor's primary contact will be the Macon-Bibb County Director of Aviation.

The terms and conditions of this Agreement will govern the relationship between the Parties as to all projects for which Contractor has obtained a fully executed Work Authorization from the County.

All services shall be performed in accordance with federal, state, and local laws. Contractor will maintain current certifications, licenses, and permits as required for services provided to the County. Any changes to this Scope of Services shall be made in writing and mutually agreed upon by the Parties. Contractor is not obligated to perform services beyond what is contemplated by this Agreement.

2. Compensation

For the performance of services as described in this Agreement, Contractor shall receive a fixed rate of one-half of one percent of the total construction cost of each project, as identified in the Work Authorization form for that project.

Payment of all amounts due are to be made upon presentation of an invoice by the Contractor, in an amount equal to one-half of one percent of the most recently submitted invoice for the construction of the same project. Payment of such invoice from the Contractor will be considered past due thirty (30) days from County's receipt of invoice.

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 an

Amendment prior to performance of services. County is tax exempt and cannot agree to pay State or Federal taxes.

3. Term

This Agreement shall be effective as of the date it is fully executed by the Parties. This Agreement shall continue in full force and effect until June 30, 2025, at which time this Agreement will terminate absolutely and without further obligation on the part of the County. This Agreement will then automatically renew on July 1, 2025 and will terminate the following June 30th, and will continue to terminate and automatically renew on June 30th and July 1 of each successive year, until May 1, 2030, at which time, this Agreement will terminate absolutely and without further obligation on the part of the County, unless sooner terminated in accordance with the terms of this Agreement.

4. Termination

Termination for Convenience. 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. Should either Party terminate this Agreement at any time, Contractor shall be entitled to receive compensation only for work performed up through the date of termination.

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

Upon termination, Contractor shall immediately provide to County any work product created on behalf of the County as part of the Scope of Services contemplated herein.

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, the County shall have the right to terminate this Agreement immediately.

6. Performance Standards

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

7. Independent Contractor

Contractor is an independent contractor and not an agent, partner, joint venturer, or employee of County. Neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing

services for County under this Agreement. Contractor will be responsible for and compensation paid under this Agreement shall include the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement. Contractor will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

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

8. Subcontracting and Assignment

Contractor 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 Contractor subcontract any services, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement.

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

Contractor 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 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.

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

9. Conflicts of Interest

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

10. Indemnification

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

11. Insurance

(a) Contractor shall procure and maintain and shall cause any subcontractor of Contractor 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.

- a. Comprehensive General Liability ("CGL") policy of at least \$1,000,000.00 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.

(b) All deductibles shall be paid 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 material 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.

- (c) 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.

12. Ownership of Documents

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

13. 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*, 905 S.E.2d 657 (Ga. 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 Agreement, 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. Where actual damages are calculable, then County shall reserve the right to seek actual damages for the harm caused by such production. 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 Contractor and during Contractor's ordinary business hours.

15. Publicity

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

16. 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.

17. Drug Free Workplace

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

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

For Contractor:
Rumcreek Enterprises, LLC

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

Attn: Clay Murphey
318 Buford Place
Macon, Georgia 31204

Copy To:
Macon-Bibb County
Attn: County Attorney's Office
PO Box 247
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. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

[Signatures on the following page.]

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

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor

Date

Attested: _____
Janice S. Ross, Clerk of Commission

Date

Rumcreek Enterprises, LLC:

Date

Attested: _____
_____(Title)

Date

Q:\CONTRACTS\2025 Rumcreek Enterprises - Airport Construction Manager.docx

EXHIBIT A

Sample Work Authorization

Work Authorization
NAME OF PROJECT
Middle Georgia Regional Airport

Rumcreek Enterprises, LLC ("Contractor") agrees to perform the following services, in accordance with the terms and conditions of this Work Authorization and the Airport Construction Manager Master Services Agreement with Macon-Bibb County ("County"), dated _____, of which all terms and conditions are incorporated herein by reference:

Project Location:

Project Description:

Scope of Services: (Please provide as much detail as possible. Can be added as an Exhibit to this Work Authorization if it won't fit on this page.)

Compensation for Services:

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor

Date

Attested: _____
Janice S. Ross, Clerk of Commission

Date

Rumcreek Enterprises, LLC:

By: _____
Clay Murphey

Date

Attested: _____

(Title)

Date



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BLUE CEDAR COUNSELING, LLC IN THE AMOUNT OF \$1,000 PER WEEK FOR THE PROVISION OF CLINICAL TREATMENT ASSESSOR SERVICES FOR THE STATE COURT OF BIBB COUNTY PROBATION OFFICE THROUGH JUNE 30, 2026, TO BE PAID FROM THE GENERAL FUND - STATE COURT PROBATION – PROFESSIONAL SERVICES OTHER LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the State Court of Bibb County Probation Office requires the services of a clinician to provide behavioral health assessments, conduct referrals for family violence intervention programs, substance abuse treatment, and or mental health counseling, conduct referrals for anger management, and make recommendations regarding the course of treatment for co-occurring disorders for offenders sentenced to probation; and

WHEREAS, in March of 2023, a Request for Qualifications (“RFQ”) for a Clinical Treatment Assessor was issued by the Macon-Bibb County Procurement Department and Blue Cedar Counseling, LLC (“Blue Cedar”) was selected as the Clinical Treatment Assessor; and

WHEREAS, while an RFQ was done to initially select a qualified Clinical Treatment Assessor, the services provided by the Clinical Treatment Assessor may be properly classified as professional services in accordance with the provisions of Macon-Bibb County code of Ordinances Sec. 19-1; and

WHEREAS, the State Court of Bibb County Probation Office is satisfied with the services provided by Blue Cedar and recommends that the professional ; and

WHEREAS, Procurement agrees with this award recommendation; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute an Amendment to the Professional Services Agreement with Blue Cedar Counseling, LLC., in the amount of \$1,000.00 per week, with such Addendum to be in a substantially similar form as the attached Exhibit A, incorporated herein by reference, and with associated costs to be paid from the State Court Probation budget – Professional Services – Other 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 Amendment to Blue Cedar Clinicial Assessment Services for State
Ct Probation 4-8-25.docx*

EXHIBIT A

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND BLUE CEDAR COUNSELING, LLC

THIS AMENDMENT to the Professional Services Agreement entered into between Macon-Bibb County, Georgia and Blue Cedar Counseling, LLC, with an effective date of May 23, 2023, and duly file with the Clerk of the Macon-Bibb County Commission as C-23-0082, is made this ____ day of _____, 2025, by and between the Macon-Bibb County, a political subdivision of the State of Georgia, (“**County**”), and Blue Cedar Counseling, LLC, (“**Contractor**”), collectively the Parties (“**Parties**”).

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

I. The Parties agree that the terms of the May 23, 2025 Agreement, attached hereto as Exhibit A and incorporated by reference, and any and all prior Amendments shall remain in full force and effect until June 30, 2025. At the conclusion, of that term extension, the Agreement shall then automatically renew for an additional 12-months, to automatically expire on June 30, 2026, unless otherwise extended by mutual agreement of the Parties.

II. 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, Consultant shall designate in writing that one or more of its officers shall be the open records officer for Consultant in accordance with the Open Records Act. In the event that Consultant receives a request for records under the Open Records Act, Consultant shall notify County within two business days by sending an email, return receipt requested, to OpenRecordsNotices@maconbibb.onmicrosoft.com. Consultant shall provide County with copies of all records proposed for production prior to responding to such request. Consultant 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. Consultant 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. Consultant shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and Consultant’s complete compliance with the provisions of this section shall be performed at no cost to County.

Consultant assumes all civil and criminal liability for its own compliance with the Open Records Act. 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.

III. All provisions of the May 23, 2023 Professional Services Agreement, and any and all subsequent Amendments thereto, not in conflict with the provisions of this Amendment shall remain in full force and effect and are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first above written.

MACON-BIBB COUNTY:

By: _____
Lester M. Miller, Mayor Date _____

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

(SEAL)

Blue Cedar Counseling, LLC:

By: _____
_____(Name/Title) Date _____

Attest: _____
_____(Name/Title) Date _____

(SEAL)

Exhibit A

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND BLUE CEDAR COUNSELING, LLC**

This Professional Services Agreement ("Agreement") is made and entered into this 23 day of May, 2023 by and between Macon-Bibb County, Georgia ("County") and Blue Cedar Counseling, LLC, a Georgia limited liability corporation with a principal address of 3263 Vineville Ave., Macon, Georgia 31204 ("Service Provider"), collectively the "Parties."

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

1. Scope of Services

Service Provider shall provide services as required by the Bibb County State Court Swift, Certain, and Fair Domestic Violence Probation ("Program"). Service Provider shall perform the following duties/meet the following criteria as required by the Program staff for approximately 15 hours per week:

- a) Perform behavioral health assessments for offenders sentenced to the Program;
- b) Conduct referrals for Family Violence Intervention programs, substance abuse treatment, mental health treatment, anger management, and other treatment of co-occurring disorders;
- c) Provide for coordinated responses to the needs of offenders participating in the Program;
- d) Identify, monitor, and correspond with treatment providers participating in the Program;
- e) Provide data regarding program participants to the Evaluator/Research Partner, Program Coordinator, and Lead Judge in compliance with privacy laws;
- f) Attend Program hearings, meetings, status conferences and/or Program team meetings with a maximum of forty-eight (48) hearings/meetings per year;
- g) Submit monthly invoices reflective of time spent on the Program with specific descriptions of the dates of service, activities, and time spent regarding each activity;
- h) Perform other duties as assigned or required by the Program Coordinator;
- i) Have a means to contact and consult with program participants;
- j) Submit to a background check, if requested;
- k) Maintain insurance as required by law; and
- l) Obtain and maintain a license to do business in the State of Georgia.

Service Provider shall also provide any other service detailed Exhibit A – RFQ and Response ("Exhibit A"), attached hereto and incorporated herein by reference, as required by the Program staff. Any changes to the scope of service shall be made in writing and mutually agreed upon by both parties. Service Provider is not obligated to perform services beyond what is contemplated by this Agreement.

2. Compensation

Service Provider shall receive from County compensation for work performed under the terms of this Agreement in the amount of ONE THOUSAND DOLLARS AND 00/100 CENTS (\$1,000.00) per week. This amount is reflective of Service Provider providing services for the County for approximately 15 hours per week. The Parties may amend this compensation term in the event that Service Provider regularly works more than or less than the approximated time described herein. Service Provider acknowledges and agrees that Program funds are closely monitored by Program staff and County staff. Funds

awarded pursuant to this Agreement cannot exceed the total amount budgeted for this purpose of funding this Agreement.

Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement.

This Agreement is subject to and limited to the availability of funding for the Program.

3. Term

This Agreement has an effective date as of the date it is executed by the Parties, as evidenced by the date written in the caption of this Agreement above. This Agreement shall terminate absolutely and without any further obligation on the part of County on June 30th of each year, and shall automatically renew on July 1st of each year, unless prior notice of non-renewal is delivered to either Party at least thirty (30) days in advance of the renewal date of this Agreement. In the absence of written notice of non-renewal, this Agreement will remain in full force and effect until March 31, 2025, unless terminated sooner pursuant to other terms of this Agreement.

This Agreement is subject to and limited to the availability of funding and the fiscal non-appropriation clause of this Agreement.

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, Service Provider shall be entitled to receive payment for work completed up to and including the date of termination.

5. Immediate Termination by County.

Commission of any of the offenses listed below by Service Provider or any employee or subcontractor of Service Provider performing services pursuant to this Agreement may result in immediate termination of this Agreement by the County:

- Arrest for a felony offense.
- Arrest and conviction for a misdemeanor offense which involves substance use or abuse.
- Acts involving moral turpitude.
- Fraternization outside the professional context with any participant of the Program.
- Loss of any certification necessary to conduct services pursuant to this Agreement or any certification that was listed in the RFQ in Exhibit A.
- Conduct detrimental to the goals of the Program as determined by the sole discretion of the State Court.

In the event of such termination, Service Provider shall be entitled to receive payment for work completed up to and including the date of termination.

6. Fiscal Non-Appropriation Clause

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

7. County Obligations

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

8. Performance Standards and Qualifications

Service Provider shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Contractor warrants that it meets all of the applicable qualifications for award of this Agreement, as detailed in the Request for Qualifications of Exhibit A.

9. Independent Contractor

Service Provider is an independent contractor and not an agent, partner, joint venturer, or employee of County. Neither Service Provider, 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. Service Provider 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 Service Provider in performing services and complying with this Agreement. Service Provider 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. Service Provider shall provide county with a W-9 form for each contract term for which services are performed. Service Provider and County agree that Service Provider will be free to contract for similar services to be performed for other employers while under Contract with County.

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

10. Subcontracting and Assignment

Service Provider shall not assign or subcontract the whole or any part of this Agreement without County's prior consent. Should Service Provider subcontract any services, Service Provider shall remain responsible for the performance of the sub-contractor, remain County's sole point of contact for the services, and be responsible for the payment of any sub-contractor. 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 sub-contractor's agreement, in no circumstances shall any sub-contractor have any greater rights as against the County than the Service Provider has under this Agreement; and in no circumstances shall the County's responsibilities towards sub-contractor be greater than County's responsibilities to Service Provider under this Agreement.

11. Conflicts of Interest

Service Provider and all sub-contractors 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, Service Provider shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

12. Indemnification

To the fullest extent permitted by law, Service Provider 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 Service Provider or any Officer, employee, representative, or agent of Service Provider. Service Provider shall have no obligations under this Section to the extent that any Claim arises as a result of Service Provider's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

13. Insurance

Service Provider shall procure and maintain insurance as provided in Exhibit A. County shall be under no obligation to ensure that Service Provider, or any Sub-Service Provider, complies with the insurance requirements of County, and Service Provider assumes all liability arising from its, or its sub-contractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Service Provider further agrees to indemnify and hold harmless the County for any claims arising from Service Provider's, or any sub-contractor's, failure to acquire and/or maintain adequate insurance.

14. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Service Provider shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

15. Audit Clause

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

16. Publicity

Service Provider 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 Service Provider, identifying County as receiving goods or services under this Agreement.

17. Confidentiality

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

18. Discrimination and ADA Compliance

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

19. Drug Free Workplace

While engaged in work under this Contract, the Service Provider shall not be in possession of or use a controlled substance, alcohol, or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider and used according to the instructions thereof. County has a no tolerance policy for violation of this rule.

20. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; 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 Service Provider:
Blue Cedar Counseling, LLC
Attn: Bruce Conn
3263 Vineville Ave.
Macon, Georgia 31204

For State Court:
Bibb County State Court
Attn: Judge Hanson

Email Address:

PO Box 5086
Macon, Georgia 31213

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

21. Force Majeure

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

22. Dispute Resolution and Jury Trial

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

23. Attorney's Fees

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

24. Authority to Execute

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

25. Counterparts

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

26. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an

electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

27. Waiver

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

28. Severability

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

29. Survival

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

30. Entire Agreement

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

(SIGNATURES ON FOLLOWING PAGE)

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

Macon-Bibb County:

By: *Lester M. Miller*
Lester M. Miller, Mayor

Attested: *Janice S. Ross*
Janice S. Ross, Clerk of Commission



Blue Cedar Counseling, LLC:

By: *A. Bruce Conn LMFT*
A. Bruce Conn LMFT, Owner
(Printed Name & Title)

Attested: *Lisha L. Anderson*
Lisha L. Anderson Paralegal
(Printed Name & Title)



MACON-BIBB COUNTY, GEORGIA

Request for Qualifications Professional Services (RFQ)

FOR

Clinical Treatment Assessor

Macon-Bibb County State Court Probation Office

23-034-LH

94876

MACON-BIBB COUNTY

ISSUE DATE: 3/6/2023

DUE DATE: Thursday, 4/6/2023

MBE/WBE/DBE Participation: 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 sub-consultants where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Cherise Stephens of Small Business Affairs at (478)300-2297 or cstephens@maconbibb.us

to all requirements and questions as directed. Submittals and any other information submitted by in response to the RFQ shall become the property of Macon-Bibb County.

F. Responsiveness

In order to be considered "*responsive*" the submission must include completed copies of the following documents:

- Price Proposal Form
- Proposer Qualification Form
- List of Sub-Consultants
- Minority Participation Goal
- Financial & Legal Stability Statement
- Georgia Security and Immigration Compliance Act (E-Verify) Affidavit

G. Responsibility

In order to be considered "*responsible*" the submitting firm must meet the following minimum qualifications:

- Three (3) years of experience providing the services included herein
- Licensed to do business in the State of Georgia
- Financially and Legally responsible to perform the services included herein

H. Reservations

Macon-Bibb County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law.

Each submission should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFQ. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the Owner's needs.

Macon-Bibb County State Court Probation Office makes no guarantee that an award will be made as a result of this RFQ and reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this RFQ or contract when deemed to be in the Bibb County State Court Probation Office's interest.

Macon-Bibb County will consider only representations made within the submission in response to this RFQ. Owner will not be bound to act by any previous knowledge, communication, or submission by the firms other than this RFQ.

Failure to comply with the requirements contained herein may result in the submission being deemed "non-responsive" or "non-responsible". Nonresponsive submissions will not be reviewed for potential award.

I Qualifications and Experience:

Contractor must have three years of experience providing these services, and/or any combination of education and experience that provides the required knowledge and skills. Experience with the court is preferred. Must display proficient computer skills and data system knowledge.

III. SUBMITTAL FORMAT AND REQUIREMENTS

Submissions must be limited to a total of twenty (20) pages and must be organized using a table of contents in a manner to display the required information in easily accessible tabs labeled:

A Contractor awarded a contract as a result of this request for proposal must:

- Have a means to contact and consult with program participants (i.e. cellphone).
- Contractor must submit to a background check, if requested.
- Contractor must maintain worker's compensation insurance, if required by law.
- Contractor must maintain any and all insurances as required by law.
- Contractor must be licensed to do business in the State of Georgia.
- Provide resume of key personnel providing such services
- Provide information on experience of implementation of this program (i.e. months/dates of program, location, successes etc.)
- Provider must be prepared to start providing services within two (2) weeks of signing a contract.
- Service Provider must be able to provide service in Macon due to some participants limited means of transportation.
- Service Provider must provide weekly and end-of-month reports for each case or project assigned.
- Invoice billing must be reflective of sessions per month for each individual case, this will change from month to month and must be submitted by the 10th of the following month of services rendered.

B. **Fees.** The State Court Probation Office shall require the assessor to work approximately 15 hours per week.

C. **Independence.** The Contractor must provide an affirmative statement that he/she is independent of Macon-Bibb County and there is no direct or indirect conflict of interest present as required by federal and state law.

ANTICIPATED IMPLEMENTATION:

Program anticipated implementation shall begin and end as follows:

- a) Year 1 begin April 2023, and end March 31, 2024
- b) Year 2: begin April 2024, and end March 31, 2025

** will begin implementation immediately upon award.

IV. SCORING (total possible number of points = 100)

Experience – Maximum 40 points

Project Understanding of Scope of Work – Maximum 30 Points

Organization and Resources – Maximum 30 Points

Experience – Provide company resume and other relevant certificates that demonstrates qualifications and experience in providing assessment services. Summarize respondents company background and qualifications.

Project Understanding of Scope of Work – Describe familiarity with this specific scope of work or similar projects in size and complexity to Macon-Bibb County and demonstrate understanding of project objectives moving forward as a grant funded project.

Attachment "A"
Required Submission Documents

Macon-Bibb County
Summary of Attachment "A" Required Documents

- Bidder Qualification Form
- List of Sub-Contractors
- Bidder Minority Participation Goal
- Financial & Legal Stability Statement
- Insurability Statement
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Non-Collusion Affidavit

Instructions and additional information regarding the three forms below can be found on our website under the Procurement Department Documents tab if needed.

- Macon-Bibb County Vendor Application
- Form W-9
- E-Verify Affidavit

LIST OF SUB-CONTRACTORS

NAME/ADDRESS	TYPE OF WORK	% of Contract
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This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Page 424 of 504

Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

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

☐ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.

Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 201____ My Commission Expires: _____

Notary Public

[NOTARY SEAL]

Attachment "A"
Required Submission Documents



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

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

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

Dated at this _____ day of _____, 2019.

Signature of Contractor: _____

Title: _____

For Macon Bibb County Personnel Only:

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

Signature of Procurement Officer _____ Date _____

Printed Name _____



Attachment "A"
Required Submission Documents

MACON-BIBB COUNTY
Vendor Application

Date Submitted: _____

☐ New Application

☐ Revised Application

RETURN THIS COMPLETED FORM TO:

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

Phone: 478-803-0550

Fax: 478-751-7252

Email: procurement@maconbibb.us

GENERAL VENDOR INFORMATION

Company Name:	
Company Address:	
Authorized By (Name):	
Title:	
Authorized Signature:	Date:
Telephone Number:	Fax Number:
Email Address:	

REMITTANCE INFORMATION (where payments should be sent)

Remit to Name:			
Remit to Address:			
Phone:	Fax:	Toll Free:	
Contact:	Email:		
Business Type (choose one):	☐ Individual/Sole Proprietor	☐ Single member LLC	
	☐ Business - incorporated	☐ Business - not incorporated/partnership	
	☐ LLC: C S P (circle one)	☐ Other (Specify):	
Social Security #:		Federal Tax ID #:	

PURCHASE ORDER INFORMATION (where purchase orders should be sent)

Purchase Order Name:		
Purchase Order Address:		
Phone:	Fax:	Toll Free:
Contact:	Email:	
Payment Terms: Discount %	# Days	Net Due
Freight Terms: Ship Via	FOB	

E-Verify Information

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

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

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

Attachment "A"
Required Submission Documents

E-VERIFY AND PRIVATE EMPLOYER AFFIDAVIT

Pursuant To O.C.G.A. § 36-60-6(d)

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

Business Name: _____

SECTION 1 (Choose ONE of the following)

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

SECTION 2

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

E-Verify Number: _____

Date of Authorization: _____ (Proceed to Section 3)

SECTION 3

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

Executed on _____, _____, 20____ in _____ (city), _____ (state)

Printed Name of Authorized Officer or Agent: _____

Title of Authorized Officer or Agent: _____

Signature of Authorized Officer or Agent: _____

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____

NOTARY PUBLIC

My Commission Expires: _____

MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
RECOMMENDATION of AWARD
(TO BE COMPLETED BY THE DEPARTMENT HEAD)

TO: Amy Hartley

FROM: Charles Wimberly

Attached is the tabulation and copies of bids received for items/services requisitioned by your department. Please complete this form and return it to the buyer named above in order that the award process may continue. Incomplete forms will be returned.

DATE	BID NO.	COMMODITY OR DESC.	DEPARTMENT	AMT BUDGETED
4/19/23	23-034-LH	Clinical Treatment Assessor	State Court Probation Office	

After reviewing all bids, I recommend: ☒ Award as Follows ☐ Reject all Bids, Revise Specs and Re-bid

VENDOR NAME	DOLLAR AMOUNT
Blue Cedar Counseling	\$

If recommending other than the lowest bidder please answer the following:

Did the low bidder meet the requirements of the bid? ☐ Yes ☐ No (explain below)

REQUIREMENT AS STATED IN THE BID	HOW LOW BID DOES NOT MEET THE REQUIREMENTS

Indicate why all bids should be rejected (Check all that apply): ☐ Over budget ☐ None Meet Specifications ☐ Other

REJECTION JUSTIFICATION

NAME: Amy Hartley

TITLE: Chief Probation Officer

SIGNATURE:

Amy Hartley

DATE: 04/19/2023

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: Blue Cedar Counseling
Address: 3263 Vineville Ave, Macon, GA 31204
When Organized: 2017 Where Incorporated: Macon-Bibb County, Georgia
How many years have you engaged in business under the present firm name? _____
Credit available for this contract? _____
Contracts now in hand? no
Has bidder ever refused to execute a contract at the original bid amount? No
Has bidder ever been declared in default on a contract? NO
Comments: _____

Company Name: Blue Cedar Counseling
Authorized By (typed name): A. Bruce Conn
Authorized Signature: *A. Bruce Conn*
Title: Owner Date: 20 March 2023

References

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

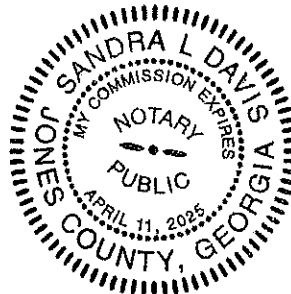
NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #
<u>Swift, Certain, and Fair</u>	<u>State Court Bibb</u>	<u>Amy Hartley</u>	<u>478-300-9237</u>
<u>Project Safety Net, R.I.S.E</u>	<u>District Attorney, Bibb</u>	<u>Jeremy Raines</u>	<u>478-703-2512</u>

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

21 DAY OF March 2023
[Signature]
Notary Public

My Commission Expires: 4/11/25

[NOTARY SEAL]



Attachment "A"
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

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

Company Name: Blue Cedar Counseling
Authorized By (typed name): A. Bruce Conn
Authorized Signature: *A. Bruce Conn*
Title: Owner Date: 21 March 2023

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

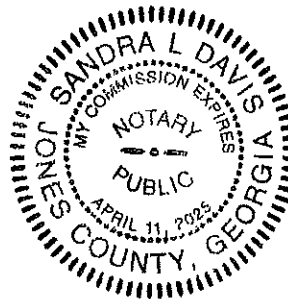
21 DAY OF March 2023

My Commission Expires: 4/11/25

[Signature]

[NOTARY SEAL]

Notary Public



ATTACHMENT A
Required Submission Documents

NON COLLUSION AFFIDAVIT

Date:	21 MAR 2023
Project:	Bibb County, Georgia
Project #:	23-027-LH
Project Description:	Clinical Treatment Assessor ^{maxbibbco} State Probation
Services Provided:	General Contracting
State of:	Georgia
County of:	Bibb

I, A. Bruce Cown having first been duly sworn, deposes and states as follows:

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

Contractor: ~~A. Bruce Cown~~ A. Bruce Cown

A. Bruce Cown
(Signature) (Seal)

Required Submission Documents
Request for Taxpayer
Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <i>Anthony Bruce Conn</i>	
2 Business name/disregarded entity name, if different from above <i>Blue Cedar Counseling</i>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► ☐ Other (see Instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See Instructions. <i>3263 Vineville Ave</i>	Requester's name and address (optional)
6 City, state, and ZIP code <i>MAcon GA 31204</i>	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
255	-21-8623
OR	
Employer identification number	
82	-3921321

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Bruce Conn</i>	Date ► <i>21 MAR 2023</i>
-----------	--	---------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

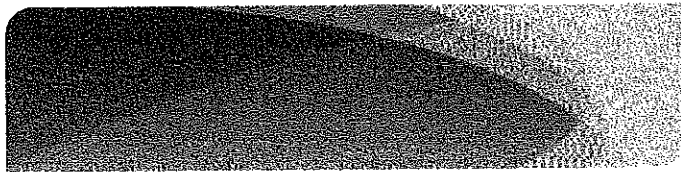
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Blue Cedar Counseling

3263 Vineville Avenue
Macon, GA 31204
Phone: 478-714-7189
E-Mail: Bruce@bruceconn.com

Clinical Assessor Scope of Services

A. Means of Contact: Cellphone 478-714-7189 or email bruce@bruceconn.com

Background check if requested

Worker's compensation not required

Insurance is carried, copy included

Licensed in State of Georgia, copy included

Resume' included

Program implementation will flow from referrals generated by State Court. Blue Cedar Counseling will respond within 10 working days of each referral. Blue Cedar has previous success in this field with prior experience of 15 years of providing Family Violence Intervention Program, 3 years of Domestic Violence Counseling and currently providing Mental Health Evaluation and Clinical Assessments for Swift Certain and Fair Grant program directed by State Court Probation.

Provider is ready and available for providing services immediately.

B. Assessor is accepting and ready of fee structure and hours required; 15hrs per week and \$1000 per week.

C. The contractor is independent of Macon-Bibb Count and there is no direct or indirect conflict of interest present as required by federal and state law.

Mental Health Evaluations, Clinical Assessor for Swift Certain and Fair grant

2019-Present

Provide assessments of domestic violence perpetrators within 14 days for State Probation Court. Including information gathering from relevant sources, diagnostic impression and referral recommendation for the Court.

Facilitator for Domestic Violence Intervention Program

2001 – 2014

RiverEdge Behavioral Health Center.

- I lead didactic groups, confronted behavior and created a learning environment.

Writer for local newspaper

2013 – 2018

Macon Telegraph

- Wrote a twice a month article describing and exploring healthy relationships.

Ethics Chair for Georgia Association of Marriage and Family Therapist

2010 – 2013

- Consulted and provided direction for ethical issues for Marriage and Family Therapist around the state.
- Lead Continuing Education seminars for required ethics hours for Licensure for MFT, LPC, and LCSW.

Supervisor

May 2001 – June 2005

RiverEdge Behavioral Health Center

- Mental Health Professional directing a team of Community Support Social Service Providers.
- Goal is to keep chronically relapsing, severely mentally ill clients functioning by working with them in their community or homes.
- Member of Clinical Review Team overseeing clinical care of entire adult caseload.

Program Manager

December 1999 – May 2001

RiverEdge Behavioral Health Center

- Managed Partial Hospitalization Program and Day Treatment Program with clients with severe and persistent mental illness.
- Interfaced with other treatment areas to ensure continuity of care.
- Worked closely with doctors on admissions and discharges.
- Lead weekly treatment team meetings.

Contract Pastoral Counselor

September 1989 – December 1999

Georgia Baptist Healthcare System



Certificate of Liability Insurance

Date Issued: 06/13/2022

Underwritten by: Philadelphia Indemnity Insurance Company - One Bala Plaza, Suite 100 - Bala Cynwyd, PA 19004 - NAIC #: 18058
Administered by: CPH & Associates - 711 S. Dearborn St. Ste 205 - Chicago, IL 60605 - P 800.875.1911 - F 312.987.0902 - info@cphins.com

DISCLAIMER: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

Insured: Anthony B Conn
3263 Vineville Ave
Macon, GA 31204

Policy Number: E87711
Policy Term: 05/31/2022 to 05/31/2023
Occupation: Licensed Marriage and Family Therapist

Covered Locations

Professional Liability: Portable coverage, not location specific

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	\$ 1,000,000	\$ 3,000,000
Supplemental Liability	\$ 1,000,000	\$ 3,000,000
Licensing Board Defense	\$ 35,000	\$ 35,000
Commercial General Liability	N/A	N/A
- Fire/Water Legal Liability	N/A	N/A
Business Personal Property	N/A	N/A

Comments/Special Descriptions:

Certificate Holder

PROOF OF COVERAGE

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). Notice of Cancellation will only be provided to the first named Insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

Authorized Representative
C. Philip Hodson

INVOICE

Date: ———

INVOICE #20

Vendor #11033 PO#

23-027-LH

Amy Hartley

State Court Bibb County – SCF

121 Third Street

Macon, Ga 31201

478-621-6433

To

Provider	Job	Payment Terms	Date Submitted
Bruce Conn LMFT / Blue Cedar	Clinical Assessor	Billed to Macon/Bibb Procurement Dept.	

[illegible]

Make all checks payable to Blue Cedar Counseling

Blue Cedar Counseling 3263 Vineville Ave, Macon, Ga. 31204, Phone: 478-714-7189

Email; bruce@bruceconn.com

Routing/File Form

Document Type: ☒ Contract ☐ Deed ☐ Ordinance ☐ Resolution ☐ Grant ☐ Other
 (Check one of the above document types)

PURPOSE: PROFESSIONAL SERVICES AGREEMENT BETWEEN MBC AND BLUE CEDAR COUNSELING, LLC

Annual Cost: _____

Total Contract Amount: _____

Administering Department or Officer: _____

Contractor(s): _____

Contract Start Date: _____ Contract End Date: _____

Funding Source(s): _____

Automatic Renewals: _____ yes _____ no
 Number of Renewals: _____ Final Expiration Date: _____

Ordinance/Resolution**Contracts/Other****Reviewed By:****Initials****Month/Day/Year****Initials****Month/Day/Year**

Assistant County Attorney _____

Sr. Assistant / Cnty. Attorney _____

Grant Administrator _____

Finance Director _____

County Manager _____

Mayor _____

Clerk of Commission _____

SDD

5 / 18 / 2023

Commission Approval _____

Additional comments, instructions, etc.: _____

ALL FULLY-EXECUTED CONTRACTS ARE TO BE PLACED ON FILE IN THE CLERK OF COMMISSION'S OFFICE AS SOON AS POSSIBLE AFTER EXECUTION.

K:\Atty\TEMPLATES 2014\Template Routing Sheet, 10-02-18.doc



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH POOLSIDE INC. FOR THE RESURFACING OF THE DELORES A BROOKS RECREATION CENTER POOL, IN THE AMOUNT OF \$123,336.00, TO BE PAID FROM THE SPLOST 2018 FUND – RECREATION – EAST MACON REC – PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, as part of Macon-Bibb County’s recreation center improvement efforts, the Parks and Recreation Department has requested that the pool at Delores A. Brooks Recreation Center be resurfaced; and

WHEREAS, Invitation for Bids (IFB) No. 25-035-LH was published on February 28, 2025, advertised on the Macon-Bibb County Procurement page, and posted to the Georgia Procurement Registry; and

WHEREAS, according to the Georgia Procurement Registry, one thousand ninety-three (1093) vendors were notified of the IFB, of whom thirty-six (36) were African American, three (3) were Asian American, fifteen (15) were Native American, and nine (9) were Hispanic/Latino; and

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

WHEREAS, after review of the bids, Poolside Inc., whose bid was the lowest responsive and responsible bid, is recommended for award of a contract for the pool resurfacing project; and

WHEREAS, Procurement concurs with the recommendation of award of a contract to Poolside Inc.; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Mayor to execute an agreement with Poolside Inc. for the Delores A Brooks Recreation Center pool resurfacing project, in the amount of \$123,336.00, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with Poolside Inc. for the Delores A Brooks Recreation Center pool resurfacing project, in the amount of \$123,336.00, to be paid from the SPLOST 2018 Fund – Recreation – East Macon Rec – Property line item, in substantially the same form as Exhibit A.

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

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor 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 Poolside Inc for Delores A Brooks Rec Center Pool
Resurfacing \$123,336 4-9-25.docx*

EXHIBIT A

**DELORES A. BROOKS RECREATION CENTER
POOL RESURFACING AGREEMENT
BETWEEN
MACON-BIBB COUNTY AND
POOLSIDE, INC.**

This Delores A. Brooks Recreation Center Pool Resurfacing Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, a political subdivision of the State of Georgia ("County"), and Poolside, Inc. ("Contractor"), a Georgia corporation with a principal place of business at 1205 Oakhaven Drive, Roswell, Georgia 30075, each individually a "Party" and collectively the "Parties."

NOW THEREFORE, 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 be effective as of the date it is fully executed by the Parties. Contractor shall commence performance of services within ten (10) days from receipt of Notice to Proceed. All work, including clean up, demobilization, and restoration of the area to its final state, shall be completed within sixty (60) days from the issuance of Notice to Proceed, but may be extended in writing upon mutual consent of the Parties.

1.2 Compensation

County shall pay to Contractor a total amount of ONE HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED THIRTY-SIX DOLLARS AND 00/100 CENTS (\$123,336.00) for the services to be performed pursuant to this Agreement. Payment of all amounts due are to be made upon presentation of an invoice to the County and will be considered past due thirty (30) days from County's receipt of invoice.

A five percent (5%) retainage will be withheld from each payment until substantial completion of the project, consistent with O.C.G.A. §13-10-80. 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 or amendment 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 or agreed to in writing by the County, consistent with Chapter 19 of the Macon-Bibb County Code of Ordinances. 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 pool resurfacing project for the pool at the Delores A. Brooks Recreation Center as set forth in this Agreement and as specifically provided in Exhibit A – Invitation for Bids for Delores A. Brooks Recreation Center Pool Resurfacing Project and Contractor's response thereto ("Exhibit A") ("Services"). All Services will be performed in accordance with the specifications provided in Exhibit A, and with all federal, state, and local laws, regulations, and standard codes, including but not limited to International Building Code, State and Local Building Code, Georgia Department of Transportation requirements, and Occupational Safety and Health Administration requirements. Contractor shall maintain current licenses and permits as required for Services provided to the County.

Any changes to the scope of services shall be made in writing in the form of a change order or amendment and must be mutually agreed upon by the Parties. Contractor is not obligated to perform any services beyond what is contemplated in this Agreement.

2.2 Schedule

Contractor shall commence work as soon as practicable upon receipt of the Notice to Proceed. Time is of the essence; therefore, Contractor shall execute all work diligently, completing all work within the timeframe established between County and Contractor, with all work to be completed as provided in Section 1.1 of this Agreement, unless such time is extended in writing by mutual consent of the Parties. This Schedule includes all clean up, demobilization, and other work necessary to return the project area to its final state.

The County may charge Contractor ONE HUNDRED DOLLARS AND 00/100 CENTS (\$100.00) per day as liquidated damages for each day that the project is delayed beyond the date work is to be completed pursuant to this Agreement.

2.3. Method of Performing Services

(a) General

All work to be performed under this Agreement shall comply with all applicable codes, ordinances, and regulations. Contractor shall obtain all permits and licenses and pay all fees as required. Contractor shall also arrange for all required and necessary inspections required by authorities having jurisdiction over the project and submit certificates of approval to the County.

(b) Layout of Work

Contractor shall verify all existing conditions and contiguous work to form a designated worksite, providing all necessary measurements, lines, and levels. Contractor shall assume full responsibility for the accuracy of the work layout.

(c) Work Area

- (i) Contractor shall confine operations to as small an area as possible, using only the areas designated for on-site storage.
- (ii) Contractor shall protect all surrounding and adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways, and fences along or adjacent to work. Should damage occur, Contractor shall restore, at Contractor's own expense, any such property damage or injuries to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring to the satisfaction of the County.
- (iii) In case of failure on part of Contractor to restore property and repair damages or injury, County may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due or which may become due to Contractor under this Agreement.
- (iv) Contractor shall verify all underground utilities and their locations prior to commencing any work under this Agreement. Damages to underground utilities and costs to repair same shall be the sole responsibility of Contractor.

(d) Traffic Control

If required by the project, the Contractor shall maintain traffic by utilizing adequate construction signs and flagmen. Contractor shall furnish, install, maintain, and upon completion of work remove all traffic control devices necessary to properly protect and divert traffic during the term of this Agreement. Contractor shall pay all costs associated with traffic control necessary for the performance of this Agreement and shall assume responsibility for damages resulting from failure to properly protect and divert traffic.

(e) Vandalism

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

(f) Material Disposal

Contractor shall not allow trash, or excess material to accumulate and shall be responsible for removing same from the premises. Such items shall be disposed of off premises. All costs of removing trash shall be the responsibility of Contractor. Contractor shall be responsible for the place and method of proper disposal.

(g) Inspection

- (i) Inspectors may be appointed by the County to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation and manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of the specification, nor will they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications.

The inspector shall have authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the inspector.

(ii) It is mutually agreed between the Parties to this Agreement to prevent all disputes and misunderstandings between them in relation to the Scope of Services, as such is defined in Sec. 2.1 of this Agreement. In the event of a dispute, the County shall serve as the initial decision maker with regards to all matters related to design, specifications, and project terms of this Agreement. Contractor shall proceed in accordance with the County's decisions, subject to Contractor's right to seek additional compensation and time as a result of such decision. County does not agree to waive any rights to trial by jury.

(iii) County and its designated 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.

2.5 Warranty

Contractor shall guarantee all labor and workmanship for all Services, specifically including the resurfacing and refinishing work, for a minimum of one (1) year from the date of completion.

3. Non-Employment Relationship between County and Contractor

3.1 Independent Contractor Relationship

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

while under Contract with County.

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

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

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. Personnel, Subcontracting, and Conflicts

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

Should Contractor elect to subcontract any services under this Agreement, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement.

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.

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.

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

5.3 Conflicts of Interest

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

disclose any conflicts of interest shall result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation for services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

6. Company Prohibitions to Create a Safe Work Environment

6.1 Drug Free Workplace

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

6.2 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.

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.

6.4 Prohibition Against Employing Illegal Immigrants

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.

7. Termination

7.1 Termination for Convenience

In addition to the other methods of termination provided for in this Agreement, either Party may terminate this Agreement, or any part of this Agreement upon 15 days written notice with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In the event of such termination, Contractor shall be entitled to receive payment only for work completed up to and including the date of termination.

7.2 Fiscal Non-Appropriation Clause

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

8. Notices

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

For County:

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

With Copy To:

Macon-Bibb County Attorney's Office
700 Poplar Street
Macon, Georgia 31202

For Contractor:

Poolside, Inc.
Attn: Jim McConnell
885 Woodstock Rd Ste 430 PMB 392
Roswell, GA 30075
poolsideinc@comcast.net

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

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

have no obligations under this section to the extent that any Claim arises as a result of Contractor's compliance with all applicable law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

10. Insurance Requirements

10.1 General Terms

Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed in the "Invitation for Bids" document included in Exhibit A 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.

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 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.

10.3 County's Obligation

The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all

liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

11. Force Majeure

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

12. Arbitration and Jury Trial

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

13. 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.

14. 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.

15. Work Product, Intellectual Property, and Information

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

16. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

The Parties acknowledge that both 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*, 905 S.E.2d 657 (Ga. 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 Agreement, 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.

17. General Terms

17.1 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.

17.2 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.

17.3 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.

17.4 No Drafting Presumption

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

17.5 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.

17.6 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.

17.7 Counterparts

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

17.8 Entire Agreement

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

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

17.9 Electronic Representation and Records

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

17.10 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.

17.11 Precedence of Documents

In the event of any express conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

[Signatures on following page.]

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

MACON-BIBB COUNTY:

By: _____
Lester M. Miller, Mayor Date

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

POOLSIDE, INC.:

By: _____

(Printed Name & Title) Date

Attested: _____

(Printed Name & Title) Date

Q:\CONTRACTS\2025-0857 Poolside Inc. - Delores A Brooks Rec Center Pool Resurfacing
\$123,336.00.Docx

EXHIBIT A



Macon-Bibb County, Georgia

INVITATION FOR BIDS

FOR

Delores A Brooks Recreation Center Pool Resurfacing Project

96118

BID NUMBER: 25-035-LH

ISSUED: 2/27/2025

BIDS DUE NO LATER THAN 12:00 NOON ON THURSDAY, 3/27/2025

Macon-Bibb County Procurement Department
700 Poplar Street
Suite 308
Macon-Bibb County City Hall
Macon, Georgia 31201

Delores A Brooks Recreation Center Pool Resurfacing Project

I. General

A. Invitation

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 700 Poplar Street, Suite 308, Macon, Georgia 31201, until **12:00 o'clock NOON** at the time legally prevailing in Macon, Georgia on **Thursday, March 27, 2025, for Delores A Brooks Recreation Center Pool Resurfacing Project** for the Macon-Bibb County, Georgia.

1. **NO BIDS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.**
2. Bids will be publicly opened in the Macon-Bibb County Procurement Department Conference Room on **Thursday, March 27, 2025, at 2:00 pm.**
3. 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, Small Business Affairs at (478) 300-2297 or cstephens@maconbibb.us.

B. Bid Documents

1. Bid documents may be examined and obtained at the Macon-Bibb County Procurement Department 700 Poplar Street, Suite 308, 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 Meeting

1. A pre-bid conference is scheduled for **Wednesday, 3/12/ 2025, 10:00 am** at the Procurement Conference Room, Suite 306, 700 Poplar, Street Macon, Georgia. This pre-bid conference is not mandatory. Contractors must be present to submit a bid response. **The deadline for submitting questions is 3/14/2025 by 3:00 pm** standard eastern time. All questions are to be submitted via email only to Lhardwick@maconbibb.us.

D. Sealed Bids

1. Envelopes shall be identified on the outside as
Delores A Brooks Recreation Center Pool Resurfacing Project
and delivered by hand or mailed to:
Macon-Bibb County Procurement Department
700 Poplar Street
Suite 308
Macon, Georgia 31201

E. Validity

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

F. Contract Award

1. The contract, if awarded, will be based on the 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.

G. Surety

1. Whereas the anticipated contracted price exceeds \$25,000, 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.

H. Payment Conditions

1. 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.
2. Change orders are issued for any variance from contract or plan sheets.
3. Any unauthorized work or material change will not be paid for unless a change order has been issued prior to the completion of work.

I. 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 is 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.

J. 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 “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.

B. Related Documents

1. Specifications (Attachment “A”)
2. Bid Form
3. Bidder’s Qualification Form
4. Bidder MBE Plan Form
5. List of Sub-contractors
6. Financial & Legal Stability Statement
7. Bond Forms
8. E-Verify Affidavit

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 shall examine the areas wherein the work of this project is to be carried out and shall take into consideration all conditions that might affect their 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, March 14, 2025, by 3:00 p.m. prior to receipt of bids, email questions 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 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) List of Sub-Contractors
 - d) Minority Participation Goal
 - e) Financial & Legal Stability Statement
 - f) Bid Bond in amount of 5% of the total base bid
 - g) E-Verify Affidavit

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.

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. 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.

H. 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.

I. Inspection

1. Inspectors may be appointed 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 Inspector.
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 Owner 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 Owner 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. Executive

A. General

1. It is the intent of this specification to provide for the **Delores A Brooks Recreation Center Pool Resurfacing Project** for the Macon-Bibb County, Macon, Georgia.

B. Specifications

1. The Contractor shall provide all services as outlined in Attachment “B”- Scope of Work, attached hereto and incorporated herein.

V. Warranty

- A. The Contractor shall guarantee all labor and workmanship for minimum of one (1) year 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 requests. The vendor shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. Vendor shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production, and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. Vendor shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and Vendor’s complete compliance with the provisions of this section shall be performed at no cost to County.

Vendor assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that Vendor produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the 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.

VII. Scope of Work

See Attachment B for scope of work.

Addendum Acknowledgement

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: Delores A Brooks Recreation Center Pool Resurfacing Project
Macon-Bibb County
Bibb County, Georgia

Dear Laura Hardwick:

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 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, nor otherwise taken any action in restraint of free competitive bid 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.

Respectfully Submitted,

Authorized Signature: _____ Dated: _____

Typed Name: _____ Title: _____

BID FORM

DELORES A BROOKS RECREATION CENTER POOL RESURFACING PROJECT

Total Bid Price	\$ _____
Date available to start	____/____/____
Time required for completion	_____ Calendar days

All work performed under this bid and the resulting contract shall be strict compliance with the project specifications.

SCOPE OF WORK

ATTACHMENT B

The Department of Parks and Recreation is seeking bids from qualified contractors who specialize in the resurfacing/refinishing of pools for the Delores A Brooks Recreation Center. The Contractor will provide all labor, equipment, supplies, materials, and tools required to complete the project. The Contractor must have at least three (3) years of experience prior to this solicitation, providing services of similar scope and extent as the ones detailed herein. The selected contractor must comply with all applicable federal, state, and local requirements.

The scope of work includes resurfacing and refinishing of the swimming pool as follows:

- (A) Remove and replace the waterline tile with a 6" x 6" tile, regrouting the horizontal part of the gutter behind the waterline tile (like previous)
- (B) Remove and replace (6) racing lanes, 6" wide using black non-skid 2" x 2" tile
- (C) Repair control joints that were previously tiled over
- (D) Clean existing plaster surface area to remove any staining or scaling that may interfere with bonding of new plaster.
- (E) Saw cut and chip away existing plaster around all return lines, and lights to ensure a good seal, and better transition of new plaster.
- (F) Sound out existing plaster. Beat up and remove loose plaster, up to 10% at n/c, if needed. *
- (G) Supply and install (2) new 18" x 18" VGB compliant main drain frames and grates.
- (H) Remove and replace (5) sets of wall steps.
- (I) Apply a bond coat, Multicoat Products' Scratch Kote 2000 to ensure that new plaster will adhere to existing plaster.
- (J) Apply approx. 3/8" to 1/2" average, white plaster, troweled to a hard, smooth finish
- (K) Cost to remove loose plaster over 10% of surface area.

Macon-Bibb County is requesting a one-year warranty for all resurfacing and refinishing work.

Attachment “A”
Required Submission Documents

Macon-Bibb County
Summary of Attachment “A” Required Documents

- Bidder Qualification Form
- List of Sub-Contractors
- Bidder Minority Participation Goal
- Financial & Legal Stability Statement
- Insurability Statement
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Non-Collusion Affidavit

Instructions and additional information regarding the three forms below can be found on our website under the Procurement Department Documents tab if needed.

- Macon-Bibb County Vendor Application
- Form W-9
- E-Verify Affidavit

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: _____

Address: _____

When Organized: _____ Where Incorporated: _____

How many years have you engaged in business under the present firm name? _____

Credit available for this contract? _____

Contracts now in hand? _____

Has bidder ever refused to execute a contract at the original bid amount? _____

Has bidder ever been declared in default on a contract? _____

Comments: _____

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

References

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

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201____

My Commission Expires: _____

Notary Public

[NOTARY SEAL]

Attachment “A”

Required Submission Documents

LIST OF SUB-CONTRACTORS

I do ☐, do not ☐, propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors.

NAME/ADDRESS

TYPE OF WORK

% of Contract

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Contractor Name

Attachment “A”

Required Submission Documents

BIDDER MINORITY PARTICIPATION GOAL

(Attach additional pages if required.)

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

NAME/ADDRESS

TYPE OF WORK

% of Contract

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Contractor Name

Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

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

☐ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.

Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 201____ My Commission Expires: _____

_____ [NOTARY SEAL]

Notary Public

Attachment "A"
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

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

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 201_____ My Commission Expires: _____

[NOTARY SEAL]

Notary Public

Attachment "A"
Required Submission Documents



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

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

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

Dated at this _____ day of _____, 2019.

Signature of Contractor: _____

Title: _____

For Macon Bibb County Personnel Only:

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

Signature of Procurement Officer _____ Date _____

Printed Name _____

Attachment "A"
Required Submission Documents

NON COLLUSION AFFIDAVIT

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

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

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

Contractor:

(Signature)

(Seal)



Attachment "A"
Required Submission Documents

MACON-BIBB COUNTY Vendor Application

Date Submitted: _____

☐

New Application

☐

Revised Application

RETURN THIS COMPLETED FORM TO:

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

Phone: 478-803-0550
Fax: 478-751-7252
Email: procurement@maconbibb.us

GENERAL VENDOR INFORMATION

Company Name:

Company Address:

Authorized By (Name):

Title:

Authorized Signature:

Date:

Telephone Number:

Fax Number:

Email Address:

REMITTANCE INFORMATION (where payments should be sent)

Remit to Name:

Remit to Address:

Phone:

Fax:

Toll Free:

Contact:

Email:

Business Type (choose one):

☐

Individual/Sole Proprietor

☐

Single member LLC

☐

Business - incorporated

☐

Business - not incorporated/partnership

☐

LLC: C S P (circle one)

☐

Other (Specify):

Social Security #:

Federal Tax ID #:

PURCHASE ORDER INFORMATION (where purchase orders should be sent)

Purchase Order Name:

Purchase Order Address:

Phone:

Fax:

Toll Free:

Contact:

Email:

Payment Terms: Discount %

Days

Net Due

Freight Terms: Ship Via

FOB

E-Verify Information

Private Employer Affidavit is attached :

With E-Verify # _____ With E-Verify exemption selected _____

Contractor Affidavit is attached: (additional affidavit, if applicable)

With E-Verify # _____ Without E-Verify # but a copy of my driver's license is attached since

I have no employees and no intent to hire employees _____

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

Minority Owned (African American, Hispanic, Native American, Asian American) circle one _____

Woman Owned _____ Disabled _____ Veteran _____ Not Applicable _____

Do you maintain a local office in Macon-Bibb County?

Yes _____

No _____

Attachment "A"

Required Submission Documents

Request for Taxpayer Identification Number and Certification

Form

W-9

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Attachment "A"
Required Submission Documents

E-VERIFY AND PRIVATE EMPLOYER AFFIDAVIT

Pursuant To O.C.G.A. § 36-60-6(d)

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

Business Name: _____

SECTION 1 (Choose ONE of the following)

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

SECTION 2

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

E-Verify Number: _____

Date of Authorization: _____ **(Proceed to Section 3)**

SECTION 3

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

Executed on _____, _____, 20____ in _____ (city), _____ (state)

Printed Name of Authorized Officer or Agent: _____

Title of Authorized Officer or Agent: _____

Signature of Authorized Officer or Agent: _____

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____

NOTARY PUBLIC

My Commission Expires: _____

SCOPE OF WORK

ATTACHMENT B

The Department of Parks and Recreation is seeking bids from qualified contractors who specialize in the resurfacing/refinishing of pools for the Delores A Brooks Recreation Center. The Contractor will provide all labor, equipment, supplies, materials, and tools required to complete the project. The Contractor must have at least three (3) years of experience prior to this solicitation, providing services of similar scope and extent as the ones detailed herein. The selected contractor must comply with all applicable federal, state, and local requirements.

The scope of work includes resurfacing and refinishing of the swimming pool as follows:

- (A) Remove and replace the waterline tile with a 6" x 6" tile, regrouting the horizontal part of the gutter behind the waterline tile (like previous)
- (B) Remove and replace (6) racing lanes, 6" wide using black non-skid 2" x 2" tile
- (C) Repair control joints that were previously tiled over
- (D) Clean existing plaster surface area to remove any staining or scaling that may interfere with bonding of new plaster.
- (E) Saw cut and chip away existing plaster around all return lines, and lights to ensure a good seal, and better transition of new plaster.
- (F) Sound out existing plaster. Beat up and remove loose plaster, up to 10% at n/c, if needed. *
- (G) Supply and install (2) new 18" x 18" VGB compliant main drain frames and grates.
- (H) Remove and replace (5) sets of wall steps.
- (I) Apply a bond coat, Multicoat Products' Scratch Kote 2000 to ensure that new plaster will adhere to existing plaster.
- (J) Apply approx. 3/8" to 1/2" average, white plaster, troweled to a hard, smooth finish
- (K) Cost to remove loose plaster over 10% of surface area.

Macon-Bibb County is requesting a one-year warranty for all resurfacing and refinishing work.



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

March 12, 2025

ADDENDUM # 1

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 25-035-LH, Delores A Brooks Recreation Center Pool Resurfacing Project

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

1. To schedule a site visit to view Delores A Brooks Recreation Center pool, please contact Robert Walker the Director of Parks and Recreation at (478) 808-0192 or by email at Rwalker2@maconbibb.us

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

Sincerely,

Laura Hardwick



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

March 20, 2025

ADDENDUM # 2

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 25-035-LH, Delores A Brooks Recreation Center Pool Resurfacing Project

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

1. Please send us an updated planholders/bidders list.

Answer: There is no planholders list. A pre-conference bid list has been posted to the Macon-Bibb County Procurement website.

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

Sincerely,

Laura Hardwick

MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
RECOMMENDATION of AWARD
(TO BE COMPLETED BY THE DEPARTMENT HEAD)

TO: Robert Walker

FROM: Jack Williams

Attached is the tabulation and copies of bids received for items/services requisitioned by your department. Please complete this form and return it to the buyer named above in order that the award process may continue. Incomplete forms will be returned.

DATE	BID NO.	COMMODITY OR DESC.	DEPARTMENT	AMT BUDGETED
3/27/25	25-035-LH	Delores A Brooks Recreation Center Pool Resurfacing Project	Parks and Recreation	

After reviewing all bids, I recommend: ☒ Award as Follows ☐ Reject all Bids, Revise Specs and Re-bid

VENDOR NAME	DOLLAR AMOUNT
Poolside Inc	\$123,336.00

If recommending other than the lowest bidder please answer the following:

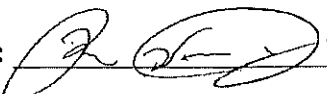
Did the low bidder meet the requirements of the bid? ☐ Yes ☐ No (explain below)

REQUIREMENT AS STATED IN THE BID	HOW LOW BID DOES NOT MEET THE REQUIREMENTS

Indicate why all bids should be rejected (Check all that apply): ☐ Over budget ☐ None Meet Specifications ☐ Other

REJECTION JUSTIFICATION

NAME: Robert Walker TITLE: Director

SIGNATURE:  DATE: 3/29/2025



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **POOLSIDE, INC.**

Control Number: **J613765**

Business Type: **Domestic Profit Corporation**

Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **1205 OAKHAVEN
DRIVE, ROSWELL, GA,
30075, USA**

Date of Formation /
Registration Date: **9/30/1986**

State of Formation: **Georgia**

Last Annual Registration
Year: **2025**

REGISTERED AGENT INFORMATION

Registered Agent Name: **ROBERT O MCCLOUD JR**

Physical Address: **3400 PTREE RD NE FL 15 LNX TWR, ATLANTA, GA, 30326, USA**

County: **Fulton**

OFFICER INFORMATION

Name	Title	Business Address
ELIZABETH MCCONNELL	Secretary	1205 OAKHAVEN DRIVE, ROSWELL, GA, 30075, USA
JAMES PHILLIPS MCCONNELL	CEO	1205 OAKHAVEN DRIVE, ROSWELL, GA, 30075, USA
JAMES PHILLIPS MCCONNELL	CFO	1205 OAKHAVEN DRIVE, ROSWELL, GA, 30075, USA

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Total Bid Price	\$ <u>123,336.</u>
Date available to start	<u> </u> <u> </u> <u> </u> Within 10 Days of Notice To Proceed
Time required for completion	<u>60</u> Calendar days

*Cost to remove loose plaster over 10% of surface area, \$5.02 per SF

All work performed under this bid and the resulting contract shall be strict compliance with the project specifications.

provisions necessary to provide the services in accordance with the associated specification.

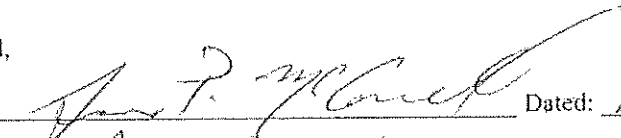
Respectfully Submitted,

Authorized Signature:

Dated:

Typed Name:

Title:


James P. McConnell II March 26, 2025
James P. McConnell II Owner / President

BID FORM

DELORES A BROOKS RECREATION CENTER POOL RESURFACING PROJECT

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.

VII. Scope of Work

See Attachment B for scope of work.

Addendum Acknowledgement

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

DATE: March 26, 2025

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. FCIPOOL-1

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Poolside, Inc.

1205 Oakhaven Dr., Roswell, GA 30075

as Principal, hereinafter called the Principal, and FCCI Insurance Company

6300 University Parkway, Sarasota, FL 34240

a corporation duly organized under the laws of the State of FL

as Surety, hereinafter called the Surety, are held and firmly bound unto Macon-Bibb County

700 Poplar Street, Suite 308, Macon, GA 31201

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

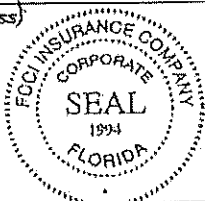
WHEREAS, the Principal has submitted a bid for Delores A Brooks Recreation Center Pool Resurfacing Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th day of March, 2025

Krusty Hrehor
(Witness)

Holly Phillips
Holly Phillips, Witness



Poolside, Inc.

(Principal)

By: [Signature]

(Seal)

(Title)

FCCI Insurance Company

(Surety)

(Seal)

By: [Signature]

Attorney-in-Fact

Robert M. Hrehor

(Title)

Surety Phone No. 800-226-3224

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN
INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Robert M. Hrehor

Each, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

Surety Bond No.: FCIPOL-1

Principal: Poolside, Inc.

Obligee: Macon-Bibb County

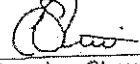
This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: 
Christina D. Welch, President
FCCI Insurance Company




Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

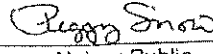
State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027


Notary Public

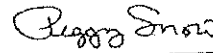
State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027


Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

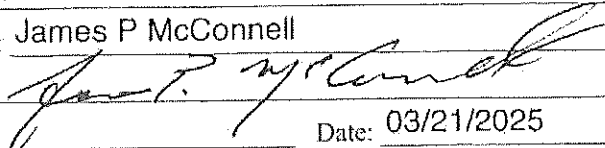
Dated this 26th day of March, 2020


Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: Poolside, Inc.
Address: 885 Woodstock RD STE 430 PMB 392 Roswell, GA 30075-2211
When Organized: 1986 Where Incorporated: 09/1986
How many years have you engaged in business under the present firm name?
Credit available for this contract?
Contracts now in hand? 2
Has bidder ever refused to execute a contract at the original bid amount? No
Has bidder ever been declared in default on a contract? No
Comments:

Company Name: Poolside, Inc.
Authorized By (typed name): James P McConnell
Authorized Signature: 
Title: Owner/President Date: 03/21/2025

References

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

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #
Bogan Park / 03/2024	Gwinnett County	Bette Conaway	770-822-8874
Calvin Center / 06/2024	Hampton, GA	John Westlund	615-556-2843
Albany State University / 12/2020	Augusta, GA	Amy Shephard	229-500-3093

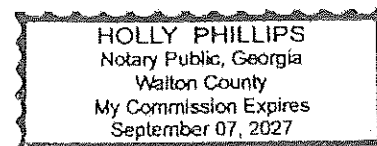
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

26th DAY OF March, 2025

Notary Public

My Commission Expires:

[NOTARY SEAL]



LIST OF SUB-CONTRACTORS

NAME/ADDRESS	TYPE OF WORK	% of Contract
Gunderson Pool Plastering Inc. P.O. Box 880 Jackson, GA 30233	Replaster	40%

Page 496 of 504

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

[illegible]

Contractor Name

Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

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

Company Name: Poolside, Inc.

Authorized By (typed name): James P McConnell

Authorized Signature: _____

Title: Owner/President

Date: 03/21/2025

SUBSCRIBED AND SWORN

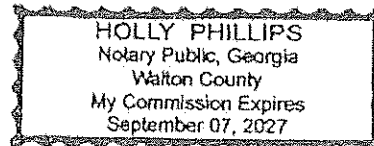
BEFORE ME ON THIS THE

26th DAY OF March, 2025 My Commission Expires: _____

Holly Phillips

Notary Public

[NOTARY SEAL]



Attachment "A"
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

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

Company Name: POOLSIDE, INC.

Authorized By (typed name): ELIZABETH A MCCONNELL

Authorized Signature: *Elizabeth A McConnell*

Title: CORPORATE SECRETARY Date: MARCH 26, 2025

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

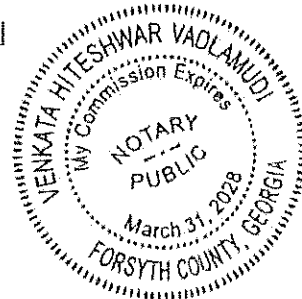
26 DAY OF March, 2025

My Commission Expires: 3/31/28

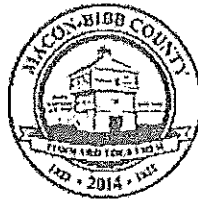
[Signature]

Notary Public

[NOTARY SEAL]



Attachment "A"
Required Submission Documents



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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION

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

Dated at this 21 day of March, 2025.

Signature of Contractor: Elizabeth M. Connell

Title: Corporate Secretary

For Macon Bibb County Personnel Only:

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

Signature of Procurement Officer _____ Date _____

Printed Name _____

Attachment "A"
Required Submission Documents

NON COLLUSION AFFIDAVIT

Date:	03/26/2025
Project:	Bibb County, Georgia
Project #:	25-035-LH
Project Description:	Debra A Brooks Recreation Ctr Pool Resurfacing Project
Services Provided:	General Contracting
State of:	Georgia
County of:	Bibb

I, James P. McConnell having first been duly sworn, deposes and states as follows:

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

Contractor: Poolside, Inc.

James P. McConnell
(Signature)

(Seal)



Attachment "A"
Required Submission Documents

MACON-BIBB COUNTY
Vendor Application

Poolside, Inc.

Vendor # 13411

Date Submitted: _____

☐

New Application

☐

Revised Application

RETURN THIS COMPLETED FORM TO:

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

Phone: 478-803-0550

Fax: 478-751-7252

Email: procurement@maconbibb.us

GENERAL VENDOR INFORMATION

Company Name:

Company Address:

Authorized By (Name):

Title:

Authorized Signature:

Date:

Telephone Number:

Fax Number:

Email Address:

REMITTANCE INFORMATION (where payments should be sent)

Remit to Name:

Remit to Address:

Phone:

Fax:

Toll Free:

Contact:

Email:

Business Type (choose one):

☐ Individual/Sole Proprietor

☐ Single member LLC

☐ Business - incorporated

☐ Business - not incorporated/partnership

☐ LLC: C S P (circle one)

☐ Other (Specify):

Social Security #:

Federal Tax ID #:

PURCHASE ORDER INFORMATION (where purchase orders should be sent)

Purchase Order Name:

Purchase Order Address:

Phone:

Fax:

Toll Free:

Contact:

Email:

Payment Terms: Discount %

Days

Net Due

Freight Terms: Ship Via

FOB

E-Verify Information

Private Employer Affidavit is attached :

With E-Verify # _____ With E-Verify exemption selected _____

Contractor Affidavit is attached: (additional affidavit, if applicable)

With E-Verify # _____ Without E-Verify # but a copy of my driver's license is attached since

I have no employees and no intent to hire employees _____

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

Minority Owned (African American, Hispanic, Native American, Asian American) circle one _____

Woman Owned _____

Disabled _____

Veteran _____

Not Applicable _____

Do you maintain a local office in Macon-Bibb County?

Yes _____

No _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Poolside, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 885 Woodstock RD STE 430 PMB 392	Requester's name and address (optional)
	6 City, state, and ZIP code Roswell, GA 30075-2211	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
5	8		-	1	7	0	4	1 4 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Elyah M. Cornell</i>	Date ► <i>3/21/2025</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

E-VERIFY AND PRIVATE EMPLOYER AFFIDAVIT

Pursuant To O.C.G.A. § 36-60-6(d)

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

Business Name: Poolside, Inc.

SECTION 1(Choose ONE of the following)

☒ On January 1 of the below-signed year, the individual, firm, or corporation employed ten (10) or less employees. (Proceed to Section 3)

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

SECTION 2

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

E-Verify Number:

Date of Authorization:

SECTION 3

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

Executed on March, 21st, 2025 in Roswell (city), GA (state)

Printed Name of Authorized Officer or Agent: Elizabeth A McConnell

Title of Authorized Officer or Agent: Corporate Secretary

Signature of Authorized Officer or Agent: Elizabeth A McConnell

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 21st DAY OF March, 2025

NOTARY PUBLIC

My Commission Expires: 6/6/2028

