



Board of County Commissioners Pre-Commission Meeting

June 17, 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. Approval of Minutes

- a. June 3, 2025 Pre-Commission Minutes (Sponsored by: Lester M. Miller, Mayor)

3. Alcohol Licenses

- a. MF 786 LLC DbA Corner Grocery at 2057 Walnut Street, Macon, Georgia 31204
Final Recommendation for Denial (Sponsored by: Lester M. Miller, Mayor)

4. Agreements and Contracts

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Advent Business Interiors, Inc., In The Amount Of \$106,412.58, For The Purchase Of Furniture For The Middle Georgia Regional Airport, To Be Paid From The Airport Fund – Airport-Middle Ga Regional – Repairs & Maint – Buildings Line Item; (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Advance Magazine Publishers Inc. DBA Advance Media New York, In The Amount Of \$30,000.00, For The Provision Of Advertising And Media Services For The Middle Georgia Regional Airport, Payable From The Airport Fund – Airport-Middle Ga Regional –

Advertising Line Item; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)

- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A One Year Extension Of The Professional Services Agreement With Safebuilt Georgia, LLC, To Provide For Inspection Services On Behalf Of The County, To Be Paid From The Fire Department – Contract Labor – Contractual Services Line Item (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)

5. Special Purpose Local Option Sales Tax

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Williams Communications, Inc., For The Purchase Of Radio Equipment For Installation On Macon-Bibb County Radio Communications Towers And Pre-Installation Testing, In The Amount Of \$214,298.00, To Be Paid From 2018 SPLOST Funds; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)
- b. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To The Independent Contractor Agreement With Smallwood, Reynolds, Stewart, Stewart & Associates For Professional Architectural, Engineering, & Design Services For The Phase III Improvements At The Macon City Auditorium In The Amount Of \$77,500.00, To Be Paid From 2018 SPLOST Funds; (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With International Towers, LLC For Radio Tower Upgrades, In The Amount Of \$744,039.01 To Be Paid From 2018 SPLOST Funds (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)

6. Grants

- a. A Resolution Of The Macon-Bibb County Commission To Approve A Change Order, In The Amount Of \$20,000.00, To The Purchase Order To Family Counseling Center Of Central Georgia, Inc., To Be Paid From Grant Funds, For Services Rendered To The District Attorney's Office For The R.I.S.E. Initiative; (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Amendment To The Emergency Solutions Grant Agreement With Macon-Bibb County Economic Opportunity Council Awarding Additional Emergency Solutions Grant Funds In The Amount Of \$25,523.00, To Provide Rental Assistance, Utility Assistance, And Case Management Services To Help Prevent Homelessness; (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Amendment To The Emergency Solutions Grant Agreement With Family Advancement Ministries Awarding Additional Emergency Solutions Grant Funds In The Amount Of \$42,198.00, To Provide Rental Assistance And Utility Assistance To Help Prevent Homelessness; (Sponsored by: Lester M. Miller, Mayor)

7. Macon-Bibb County Budget Adoption

- a. An Ordinance of the Macon-Bibb County Commission to Adopt a Budget and Appropriate Sums for the Operation of the Macon-Bibb County Government for Fiscal Year 2026; to Provide for Repeal of Conflicting Ordinances. (Sponsored by: Lester M. Miller, Mayor)

8. Executive Session

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

9. Lease Agreement

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Amendment To The Lease Agreement With State Properties Commission (Sponsored by: Lester M. Miller, Mayor)

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
June 3, 2025 – 5:00 PM
City Hall
(Commission Chamber)**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on June 3, 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 Stanley Stewart
Commissioner Joey Hulett
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Donice Bryant
Commissioner Brendalyn Bailey

COMMISSION MEMBERS ABSENT

Commissioner Paul Bronson

STAFF PRESENT

Keith Moffett, County Manager
Julie Moore, Assistant County Manager
Alex Morrison, Dir. Planning & Public Spaces
Michael McNeill, Chief Asst. Co. Attorney
Sara Davis, Sr. Asst. Co. Attorney
Adrianna Beavers, Asst. Co. Attorney
Anna Kersey-Weckstein, Asst. Co.. Attorney
Olivia Water, Communication Specialist
Edna Adams, Communication Specialist
Emily Hopkins, Communication Specialist
Melissa Touchton, Asst. Clerk of Commission
Rob Ryals, Facilities Mgmt Director
Riley Roberts, County Attorney Intern
Madisen Boston, County Attorney Intern

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. May 20, 2025 Pre-Commission Meeting Minutes (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Wynn, seconded by Commissioner Stewart and carried unanimously, the May 20, 2025 Pre-Commission Meeting Minutes were approved.

3. Agreements and Contracts

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement, With Tuff Dogg Lawn Care LLC, For

Landscape Maintenance Services At Various Recreation Facilities, In The Amount Of \$396,000.00, To Be Paid From The Recreation Department Budget – Maintenance – Contract Labor –Contractual Services Line Item; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Wilder and carried unanimously, the A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement, With Tuff Dogg Lawn Care LLC, For Landscape Maintenance Services At Various Recreation Facilities, In The Amount Of \$396,000.00, To Be Paid From The Recreation Department Budget – Maintenance – Contract Labor – Contractual Services Line Item was approved.

- b. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$96,595.00 From Sponsored Programs – School Zone Camera Funds, To Be Allocated To The Academy For Classical Education, Inc., For Individual Panic Alarms, Mapping Software, And Campus Perimeter Fencing; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wilder, seconded by Mayor Pro Tem Clark and carried unanimously, the An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$96,595.00 From Sponsored Programs – School Zone Camera Funds, To Be Allocated To The Academy For Classical Education, Inc., For Individual Panic Alarms, Mapping Software, And Campus Perimeter Fencing was approved.

- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Chris R. Sheridan & Co. DBA Sheridan Construction, In The Amount Of \$805,561.00, For The Purchase Of Concrete, Masonry, And Electrical Equipment For The Relocation Of The Airfield Electrical Vault At The Middle Georgia Regional Airport, To Be Paid From The Airport Fund – FBO – Building & Building Improvements Line Item; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner, Valerie Wynn, Commissioner, Stanley Stewart, Commissioner, Seth Clark, Mayor Pro Tem, Raymond Wilder, Commissioner, Bill Howell, Commissioner, Donice Bryant, Commissioner, Brendalyn Bailey, Commissioner)

On motion of Commissioner Howell, seconded by Commissioner Bailey and carried unanimously, the A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Chris R. Sheridan & Co. DBA Sheridan Construction, In The Amount Of \$805,561.00, For The Purchase Of Concrete, Masonry, And Electrical Equipment For The Relocation Of The Airfield Electrical Vault At The Middle Georgia Regional Airport, To Be Paid From The Airport Fund – FBO – Building & Building Improvements Line Item was approved.

4. Roads

- a. A Resolution Of The Macon-Bibb County Commission Requesting Blake

Sharpton Of Butler Snow, LLP, To Begin The Process Of Obtaining Fifty Million Dollars In General Obligation Financing, To Be Secured By 2025 SPLOST Funds, For The Purpose Of Improving Road Conditions In Macon-Bibb County And Reimbursing The County For Certain Capital Expenditures; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner, Raymond Wilder, Commissioner, Valerie Wynn, Commissioner, Brendalyn Bailey, Commissioner)

On motion of Commissioner Wilder, seconded by Mayor Pro Tem Clark and carried unanimously, the A Resolution Of The Macon-Bibb County Commission Requesting Blake Sharpton Of Butler Snow, LLP, To Begin The Process Of Obtaining Fifty Million Dollars In General Obligation Financing, To Be Secured By 2025 SPLOST Funds, For The Purpose Of Improving Road Conditions In Macon-Bibb County And Reimbursing The County For Certain Capital Expenditures was approved.

- b. An Ordinance Of The Macon-Bibb County Commission Authorizing The Acceptance Of LMIG 2025 Funds In The Amount Of \$2,385,048.79 And Appropriating Funds For The Required 30% Local Match In The Amount Of \$715,514.64, To Be Paid From 2018 SPLOST Revenues; (Sponsored by: Lester M. Miller, Mayor, Raymond Wilder, Commissioner)

On motion of Commissioner Wilder, seconded by Commissioner Bailey and carried unanimously, the An Ordinance Of The Macon-Bibb County Commission Authorizing The Acceptance Of LMIG 2025 Funds In The Amount Of \$2,385,048.79 And Appropriating Funds For The Required 30% Local Match In The Amount Of \$715,514.64, To Be Paid From 2018 SPLOST Revenues was approved.

5. Executive Session

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

On motion of Commissioner Howell, seconded by Commissioner Bailey and carried unanimously, the meeting went into Executive Session for discussion of the items listed above.

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

6. Recess for Public Hearing

7. Other Business

- a. A Resolution Of The Macon-Bibb County Commission Approving The Waiver Of A Portion Of Penalties And Interest Owed By Academy For Classical Education, Inc. On Ad Valorem Real Property Taxes For Parcel Number K002-0014, Located At 5665 New Forsyth Road, For Tax Year 2017; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Howell, seconded by Commissioner Bailey and carried unanimously, the A Resolution Of The Macon-Bibb County Commission Approving The Waiver Of A Portion Of Penalties And Interest Owed By Academy For Classical Education, Inc. On Ad Valorem Real Property Taxes For Parcel Number K002-0014, Located At 5665 New Forsyth Road, For Tax Year 2017 was approved.

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With MFA Program Management LLC For The Provision Of Project Management Services, In An Amount Not To Exceed 3.25% Of The Total Project Cost, To Be Paid From 2025 SPLOST Funds; (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Wynn and carried unanimously, the A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With MFA Program Management LLC For The Provision Of Project Management Services, In An Amount Not To Exceed 3.25% Of The Total Project Cost, To Be Paid From 2025 SPLOST Funds was approved.

Respectfully Submitted:

Melissa B. Touchton
Assistant Clerk of the Commission

**COUNTY ATTORNEY’S OFFICE FINAL RECOMMENDATION ON COMMITTEE
OF THE WHOLE’S ALCOHOL LICENSE DENIAL RECOMMENDATION**

TO: Macon-Bibb County Commission

FROM: Sara Davis, Senior Assistant County Attorney, Macon-Bibb County

DATE: June 9, 2025

CC: Maryam Fatima Haseeb, Owner/Agent for MF 786 LLC dba Corner Grocery

**Re: Denial Recommendation of the Alcohol License of MF 786 LLC dba Corner Grocery at
2057 Walnut Street, Macon, Georgia 31204**

Background:

The Macon-Bibb County Commission, sitting as a Committee of the Whole, considered the alcohol beverage license application for MF 786 LLC dba Corner Grocery at 2057 Walnut Street, Macon, Georgia 31204 (“Business Location”) on June 18, 2024. At that meeting, the Commission found that the business was operating as Vice Mart, rather than a Food Mart based on an inspection performed by the Macon-Bibb County Code Enforcement Department. Pursuant to Macon-Bibb County Code of Ordinances Sec. 4-36(9)(B), Vice Marts cannot be granted new alcohol licenses. Accordingly, the Macon-Bibb County Commission recommended denial of the license.

Thereafter, this office issued a letter to Ms. Haseeb, in her capacity as applicant and agent for the Business Location, giving the following as grounds for the Commission’s recommendation of denial.

The Commission found that your Business Location is operating as a Vice Mart based upon an inspection of the Business Location on or about May 6, 2024, as detailed in the enclosed Business Type Identification Verification Form. Though you identified the Business Location as a Food Mart in the “Package To Go Business Type Identification Form” in the application packet you submitted, a Macon-Bibb County Code Enforcement inspector determined that the Business Location did not meet the definition of that business type. Notably, the Business Location did not offer for sale the requisite food for the Business Location to meet the definition of a Food Mart. Instead, the inspector determined that the Business Location is a Vice Mart pursuant to the definition of such in Macon-Bibb County Code of Ordinances (“MBC Code”) Sec. 4-1.

Pursuant to MBC Code Sec. 4-36(9)(B), made applicable to license application denials by MBC Code Sec. 4-27(8), the Macon-Bibb County Commission must deny a new alcohol beverage license to any Vice Mart, as that term is defined in Sec. 4-1.

*MF 786 LLC dba Corner Grocery
Final Recommendation on Application
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Accordingly, the Commission made a recommendation of denial of the request license pursuant to MBC Code Sec. 4-36(9)(B).

Ms. Haseeb timely requested an administrative hearing on the Committee's recommendation for denial. Special Master Virginia Josey presided over a fact-finding hearing on February 13, 2025 to determine the relevant facts for the Commission to consider when the Commission makes its final decision. Special Master Josey considered the evidence presented at the hearing and issued a Findings of Fact on May 12, 2024.

Law Regarding This Final Recommendation:

According to Section 4-407(k) of the Macon-Bibb County Code of Ordinances ("MBC"),

(k) Upon receipt of the special master's opinion, the County Attorney shall present his or her final recommendation to the Macon-Bibb County Commission by filing the same with the Clerk of Commission, along with the special master's opinion, and by providing a copy of the same to the applicant or licensee, in substantially the following form:

- (1) The County Attorney shall prepare an opinion stating whether the applicable laws require the Macon-Bibb County Commission to take any action, or prohibit the Macon-Bibb County Commission from taking any action, including, but not limited to, granting or denying any application, renewal, or transfer; imposing or removing any conditions on a license in lieu of denial or revocation; or revoking any license. To the extent that the applicable laws allow for, but do not require, the taking of any action, including, but not limited to, the foregoing, then the County Attorney shall also advise the Macon-Bibb County Commission of all available options.*
- (2) For each required, prohibited, or permissible outcome on which the County Attorney advises the Macon-Bibb County Commission pursuant to paragraph (1)(2) of this Section, the County Attorney shall cite to particular findings of fact in the special master's opinion which support that conclusion. The County Attorney shall also cite to all statutes, ordinances, and other sources of law which relate to each item of advice given to the Macon-Bibb County Commission.*
- (3) The County Attorney shall also recommend a final course of action for the Macon-Bibb County Commission, in light of the special master's findings of fact and the County Attorney's opinions at law provided.*

Opinion:

I have reviewed the above-referenced alcohol license application and Special Master Josey's Findings of Fact thereon, and based on these materials, give the following opinions:

1. The applicable law, specifically MBC Sec. 4-36(9)(B), made applicable to application denials by MBC Sec. 4-27(8), requires the Macon-Bibb County Commission to deny a new alcohol beverage license to any Vice Mart that applies for such.
2. The following facts from the Findings of Fact are relevant to the Commission's determination of whether or not to deny Ms. Haseeb's application based on whether her business qualifies as a Food Mart or a Vice Mart, as such are defined in the Chapter 4 of the Macon-Bibb County Code of Ordinances:
 - a. "In the application for a new alcohol beverage license, Ms. Maryam Fatima Haseeb identified the business type[s] for the applicant location as a "Food Mart." Findings of Fact pg 1.
 - b. "Food Marts must regularly sell, at a minimum, and among other products: at least four pounds of five different fresh fruits and vegetables, four pounds of fresh, raw beef, chicken, or pork, four dozen fresh chicken eggs, four pounds of bread and four gallons of fresh cow milk; the location must have an onsite Georgia Department of Agriculture certified food scale; and, upon request, a business must be able to show receipts from a lawful fresh food wholesales for the food that is in store." Findings of Fact pg 2.
 - c. "At the May 6, 2024 inspection, Corner Grocery did not have eggs, four pounds of fresh fruit or vegetables, or fresh bread." Findings of Fact pg 3.
 - d. "At the September 6, 2024 inspection, Corner Grocery did offer the fresh food required to be considered a food mart." Findings of Fact pg 3.
 - e. "At the December 3, 2024 inspection, Corner Grocery did not have cow's milk, eggs, or fresh bread on-site." Findings of Fact pg 3.
 - f. "Code enforcement attempted to perform an inspection on February 12, 2025, but Corner Grocery was closed." Findings of Fact pg 3.
 - g. "Corner Grocery must present receipts at the time of any inspections from a lawful food wholesaler for the food that is in the store. At no time did Ms. Haseeb present invoices or other evidence to Code Enforcement or the County that she recently purchased food items from a law fresh food wholesaler for resale at Corner Grocery." Findings of Fact pg 3.
3. The Commission should then consider the application of MBC Sec 4-36(9)(B) to the facts as found by Special Master Josey to determine whether those facts warrant the denial of the alcohol license for the Business Location based on its operation as a Vice Mart, rather than a Food Mart.

Final Recommendation:

In light of the Special Master's Findings of Fact, it is my recommendation that there are sufficient grounds for the Commission to deny the alcohol license for MF 786 LLC dba Corner Grocery based upon the business being operated as a Vice Mart, pursuant to Macon-Bibb County Code of Ordinances Sec. 4-36(9)(B).

*MF 786 LLC dba Corner Grocery
Final Recommendation on Application
Page 3 of 3*

MACON-BIBB COUNTY, GEORGIA
HEARING UNDER MACON-BIBB COUNTY CODE OF ORDINANCES SEC. 4-405
IN RE: ALCOHOL LICENSE APPLICATION OF
MF 786 LLC DBA CORNER GROCERY AT 2057 WALNUT STREET, MACON, GA 31204

OPINION

This matter is before the undersigned in accordance with Macon-Bibb County Code of Ordinances §§ 4-405; 4-406; and 4-407. After reviewing the record and conducting a hearing on the application, the undersigned finds as follows:

BACKGROUND

On April 1, 2024, Ms. Maryam Fatima Haseeb submitted an application for a new alcohol beverage license as the applicant and agent of MF 786 d/b/a Corner Grocery located at 2057 Walnut Street, Macon, Georgia (hereinafter “Corner Grocery”). Hearing Transcript, Macon-Bibb County’s Exhibit A.

In the application for a new alcohol beverage license, Ms. Maryam Fatima Haseeb identified the business type[s] for the applicant location as a “Food Mart.” *Id.* On June 18, 2024, Macon-Bibb County Commission recommended a denial of the alcohol beverage license application for Corner Grocery pursuant to Macon-Bibb County Code of Ordinances § 4-36(9)(B), made applicable to application license denials by Macon-Bibb County Code of Ordinances § 4-27(8), because, based on an inspection by Macon-Bibb County Code Enforcement, conducted on or about May 6, 2024, the business was operating as a Vice Mart. Hearing Transcript, Macon-Bibb County’s Exhibit B.

Ms. Maryam Fatima Haseeb requested a hearing, asserting by letter that she operates Corner Grocery as a Food Mart. Hearing Transcript, Macon-Bibb County’s Exhibit C. On January 2, 2025, the Hon. Lester Miller appointed the undersigned as Special Master to preside over the hearing on this matter. A hearing was held at 10:00 a.m. on February 13, 2025 at Macon-Bibb City Hall, and the undersigned respectfully submits the factual findings from that hearing, as follows:

FINDINGS OF FACT

To operate as a Food Mart and to be permitted to sell alcohol, Corner Grocery must meet certain criteria. First, Corner Grocery must be licensed as a food sales establishment by the Georgia Commissioner of Agriculture and have total retail floor space of less than 10,000 square feet, of which, 85 percent is reserved for the sale of food and nonalcoholic beverage items. Macon-Bibb County Code of Ordinances § 4-1. For the purposes of this matter, it is undisputed that Corner Grocery met the aforementioned requirement.

At issue, however, are the following requirements: Food Marts must regularly sell, at a minimum, and among other products: at least four pounds of five different fresh fruits and vegetables, four pounds of fresh, raw beef, chicken, or pork, four dozen fresh chicken eggs, four pounds of bread and four gallons of fresh cow milk; the location must have an onsite Georgia Department of Agriculture certified food scale; and, upon request, a business must be able to show receipts from a lawful fresh food wholesaler for the food that is in store. *Id.*

Food Requirements

The County presented evidence through a certification of public records from Assistant Director of Code Enforcement, Rodney A. Miller, certifying the authenticity of Exhibits F1, 2, 3, and 4 as records kept in the ordinary course of business in Code Enforcement. These exhibits contained Business Inspection Reports and a photograph of a Corner Grocery's padlocked door on February 12, 2025. According to the evidence presented, Corner Grocery met the food requirements during the inspection conducted on September 6, 2024. Hearing Transcript at 12:7-11. Specialist Hilton Dawson performed a total of three business-type identification inspections of Corner Grocery on May 6th, September 6th, and December 3, 2024, respectfully. *Id.*

At the May 6, 2024 inspection, Corner Grocery did not have eggs, four pounds of fresh fruit or vegetables, or fresh bread. Hearing Transcript at 12:2-6. Macon-Bibb County's Exhibit F1 at 192-193.

At the September 6, 2024 inspection, Corner Grocery did offer the fresh food required to be considered a food mart. Hearing Transcript at 12:7-12. Macon-Bibb County's Exhibit F2 at 212-215. Corner Grocery also had a scale on-site. *Id.*

At the December 3, 2024 inspection, Corner Grocery did not have cow's milk, eggs or fresh bread on-site. Hearing Transcript at 12:12-15. Macon Bibb County's Exhibit F3 on page 233.

Code enforcement attempted to perform an inspection on February 12, 2025, but Corner Grocery was closed.

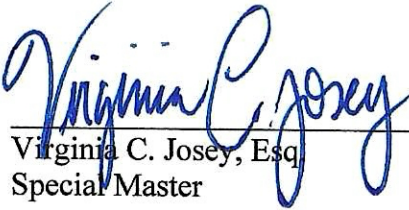
Receipt Requirement

Corner Grocery must present receipts at the time of any inspections from a lawful food wholesaler for the food that is in the store. At no time did Ms. Haseeb present invoices or other evidence to Code Enforcement or the County that she recently purchased food items from a lawful fresh food wholesaler for resale at Corner Grocery. Hearing Transcript at 12:16-20.

During the predetermination inspections conducted by Macon-Bibb County Code Enforcement, Corner Grocery did not have the required fresh food required to be considered a food mart. Accordingly, the Macon-Bibb County Commission voted to recommend a denial of the alcohol license; pursuant to § 4-36(9)(b), which disallows applicants from obtaining alcohol licenses for vice marts. After that vote, Code Enforcement returned to Corner Grocery for the subsequent business-type inspections. At those three (3) inspections, Corner Grocery still did not have the required food, onsite certified scale, or wholesaler receipts which are required to be classified as a Food Mart, at two of the three inspections. When Code Enforcement returned, Corner Grocery was closed. Despite

identifying itself as a Food Mart on its application, Corner Grocery failed to satisfy the Food Mart requirements at the time of all three of the Code Enforcement inspections.

The above findings of facts are respectfully submitted to Macon-Bibb County Commission
this 12th day of May, 2025.



Virginia C. Josey, Esq.
Special Master



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 |
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A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ADVENT BUSINESS INTERIORS, INC., IN THE AMOUNT OF \$106,412.58, FOR THE PURCHASE OF FURNITURE FOR THE MIDDLE GEORGIA REGIONAL AIRPORT, TO BE PAID FROM THE AIRPORT FUND – AIRPORT-MIDDLE GA REGIONAL – REPAIRS & MAINT – BUILDINGS LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Middle Georgia Regional Airport Terminal is in need of some aesthetic updates; and

WHEREAS, the County desires to purchase new furniture to update the “sterile area” or the secured area of the terminal; and

WHEREAS, Advent Business Interiors, Inc., an authorized seller of Arcadia Chair Company (“Arcadia”) and OFS Brands, Inc. (“OFS”) furniture, has provided the County with a quote, in the amount of \$106,412.58 for the required furniture; and

WHEREAS, both Arcadia and OFS hold Georgia Statewide Contracts, #99999-001-SPD0000198-0036 and -0039, for the required furniture; and

WHEREAS, under Macon-Bibb County Code of Ordinances Sec. 19-8, the use of cooperative purchasing agreements, like the statewide contracts, allows for faster processing times and more favorable pricing structures from vendors; and

WHEREAS, Procurement concurs with the award of a contract to Advent Business Interiors, Inc. for the purchase of this furniture; 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 Advent Business Interiors, Inc., in the amount of \$106,412.58, for the purchase of furniture for the Middle Georgia Regional Airport, to be paid from the Airport Fund – Airport-Middle GA Regional – Repairs & Maint – Buildings 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 Advent Business Interiors, Inc for Purchase of Airport Furniture 6-11-25.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 A PROFESSIONAL SERVICES AGREEMENT WITH ADVANCE MAGAZINE PUBLISHERS INC. DBA ADVANCE MEDIA NEW YORK, IN THE AMOUNT OF \$30,000.00, FOR THE PROVISION OF ADVERTISING AND MEDIA SERVICES FOR THE MIDDLE GEORGIA REGIONAL AIRPORT, PAYABLE FROM THE AIRPORT FUND – AIRPORT-MIDDLE GA REGIONAL – ADVERTISING LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Contour Airlines has established a new route from the Middle Georgia Regional Airport to Washington Dulles International Airport; and

WHEREAS, Macon-Bibb County desires to promote this new route; and

WHEREAS, Macon-Bibb County has received a quote for advertising and media services to promote the new route, in the amount of \$30,000.00, from Advance Magazine Publishers Inc. dba Advance Media New York (“Advance Media”); and

WHEREAS, Advance Media specializes in aviation marketing; and

WHEREAS, the Aviation Department recommends hiring Advance Media to perform the new route marketing services; and

WHEREAS, Procurement concurs with this award recommendation; and

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

WHEREAS, the Macon-Bibb County Commission desires to approve the hiring of Advance Media to perform the aforementioned services as detailed in the Digital Campaign Strategy, attached hereto and incorporated herein by reference as Exhibit A; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to execute a professional services agreement with Advance Magazine Publishers Inc. dba Advance Media New York, in a total amount of \$30,000.00, for the provision of advertising and media services, as provided in Exhibit A, to be paid from the Airport Fund – Airport-Middle GA Regional - Advertising 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 that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

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

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

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

is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

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airport advertising \$30,000 6-12-25.docx*

EXHIBIT A



MCN-IAD Digital Campaign Strategy

Executive Summary

Campaign Overview: Starting May 1st, Middle Georgia Regional Airport (MCN) will be transitioning its Contour Airlines service from Baltimore/Washington International Thurgood Marshall Airport (BWI) to Washington Dulles International Airport (IAD). This shift provides travelers from the Macon, Georgia community with direct access to a major hub, offering greater connectivity to national and international destinations. The goal of this campaign is to inform current and potential travelers about the new destination, highlighting the benefits of flying to Washington Dulles, and encouraging bookings for MCN-IAD.

Key Objectives:

- Brand and promote the change in service from MCN to IAD, previously BWI.
- Increase awareness about the enhanced travel opportunities to Washington D.C. and beyond.
- Encourage forward bookings.

Target Audience:

Business, leisure, and frequent travelers in MCN's core catchment by:

1. **Segmenting Audiences:** Focus on job roles (business), vacation interests (leisure), and frequent flyer behaviors (loyalty).
2. **Behavioral Targeting:** Use recent flight searches, bookings, and travel content engagement.
3. **Personalized Messaging:** Tailor ads (business = convenience, leisure = destinations, frequent = perks).
4. **Platform Selection:** Use LinkedIn (business), Facebook/Instagram (leisure), and Google Ads (intent-driven).
5. **Cross-device Strategy:** Optimize for mobile, desktop, and digital screens.
6. **Use QR codes** as an additional measure of attribution and conversions.

Creative Messaging:

- Emphasize the convenience of flying directly from MCN to Washington Dulles (IAD).
- Promote the broader connectivity options available through Dulles Airport.
- Encourage forward bookings for the new service starting May 1st.

Concept Call to Action:

- "Book your direct flight to Washington Dulles starting May 1st. Don't miss out on the new gateway to your next adventure!"

This campaign leverages a **funnel approach** to engage travelers at every stage, from inspiration / dreaming to booking.

- **Awareness:** Use **social media** and **video content** to spark interest.
- **Consideration:** Nurture with **retargeting**, and **SEM**.
- **Decision:** Drive conversions through **remarketing at competitor (leakage) airports**.

The strategy targets travelers across all stages, with a focus on those actively traveling through competitive airports.

The campaign is being developed with a target budget of \$30,000.





Digital Tactics:

Mobile Latitude/Longitude Targeted Display Advertising

This strategy involves tracking mobile device IDs of people passing through competing airports (ATL, SAV, ABY) and later entering MCN's catchment area. Once a device enters the MCN area, targeted ads (e.g., MCN-IAD) are served to encourage travelers to fly from MCN instead of these competing airports. The strategy can also include targeting local businesses and universities for business and student / faculty travel commitment.

Proposed (please confirm) leakage airports to target:

- ATL (Hartsfield-Jackson Atlanta International Airport) - 79 miles
- SAV (Savannah/Hilton Head International Airport) - 148 miles
- ABY (Southwest Georgia Regional Airport) - 87 miles

Benefits:

- **Relevant Ads:** Targets travelers who have already used MCN's competing airports.
- **Geo-Targeting:** Ads are shown when users are in MCN's catchment area.
- **Cost-Effective:** Optimizes spend by targeting likely customers (active travelers).
- **Local Partnerships:** Can involve targeting local businesses and universities to expand reach.

Monthly budget: \$2,000

CPM: \$12

Monthly impressions: 166,667

Total impressions: 833,335

Timeframe: 5 months

Total budget: \$10,000

Facebook/Instagram Paid Social Advertising

Facebook and Instagram paid social ads to target travel intenders both within the primary catchment area and the Baltimore & Philadelphia DMAs to promote MCN-IAD. Meta's advanced targeting leverages user behaviors indicating interest in travel planning, including destination searches and engagement with travel-related content.

Targeting Strategy

- **Custom Audiences:** Website visitors, email lists, prior ad engagers.
- **Interest-Based Audiences:** Users interested in travel, beaches, and Florida destinations.
- **Lookalike Audiences:** Users like past converters.
- **Geotargeting:** Local and feeder markets.

Ad Formats

- **Static Ads and Video Ads:** Focused on strong visuals and CTAs.

Campaign Objectives

- **Awareness:** Build destination recognition.
- **Consideration:** Drive engagement and clicks.
- **Conversion:** Encourage bookings and trip planning.

Performance Metrics

- Impressions, CTR, engagement, conversions, and cost per result.

Impact

The campaigns drive awareness, increase web traffic, and promote MCN-IAD.





Monthly budget: \$1,200

Timeframe: 5 months

Total budget: \$6,000

Site Re-Messaging Advertising

Ads promoting MCN-IAD are targeted to individuals who have visited the MCN-IAD landing page but have not booked a flight. This strategy helps increase ad frequency with users who have already engaged with the campaign, boosting the chances of conversion, such as booking a flight with MCN-IAD.

Monthly budget: \$200

CPM: \$6

Monthly impressions: 33,333

Total impressions: 166,665

Timeframe: 5 months

Total budget: \$1,000

Search Engine Marketing (SEM – Google Ad Words)

Goal:

Get MCN to appear at the top of search results for travelers ready to book.

Strategy Highlights:

- **Targeted Keywords:** Focus on high-intent phrases like “book flights from Macon GA” and “fly from MCN.”
- **Geo-Targeting:** Reach users near Macon and surrounding regions.
- **Ad Copy:** Highlight convenience, affordability, and quick access. Use sitelinks and callouts like “Free Parking” and “Short TSA Lines.”
- **Landing Pages:** Fast, mobile-friendly pages with clear “Book Now” CTAs.

Key Metrics:

- **Impression Share** – Track visibility vs. competitors.
- **CTR (Click-Through Rate)** – Measure engagement and ad relevance.

Monthly budget: \$800

Timeframe: 5 months

Total budget: \$4,000

Creative Development

Concepting & Direction

We dig into current travel trends and conduct custom research to uncover insight-driven concepts that align with your brand’s core values. Our strategic approach crafts a compelling narrative that speaks directly to your audience—boosting resonance, relevance, and engagement.





Display Ads

(Banner, Leaderboard, Mobile Tile)

We design a full suite of display ad formats to ensure maximum visibility across all platforms and devices. Each asset is optimized for performance—driving broad reach and engagement with your target audience.

Social Ads

(Square, Horizontal, Vertical)

Our ad creative is tailored for every major social touchpoint—feeds, stories, reels—delivering consistent, high-impact visuals across formats. Every asset is crafted with platform-specific best practices in mind to maximize engagement and shareability.

:30 Second Videos

We create a dynamic 30-second video to anchor your campaign and boost message retention.

Deliverables include:

- Custom script development (2 rounds of revisions included)
 - Professional voiceover (*re-recordings available for an additional fee*)
 - On-screen typography and motion design
 - Royalty-free background music
 - Branded end screen with clear call to action
 - Up to 2 post-proof revision rounds
-

Custom Campaign Landing Page

We design and develop a dedicated landing page that aligns with your campaign's goals. Built for conversions, the page features targeted content, a frictionless user experience, and bold CTAs—paired with robust engagement tracking and optimization tools.

Timeframe for creative campaign development: 2-3 weeks

Total budget: \$9,000





Note: Expedited creative development (under the standard 2–3-week turnaround) is available for a premium fee. A **50% surcharge** will be applied to the total creative budget for rush requests.

Reporting and Optimization

- Advance Aviation will provide comprehensive, consolidated reports monthly. These updates will allow us to easily review performance, discuss insights, and make informed decisions about any necessary adjustments based on market or industry conditions.
- Should changes be required, Advance Aviation will implement any needed modifications — including opting out of specific components if necessary — within the duration of the campaign.





LEGISLATIVE SPONSORS

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|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
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| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A ONE YEAR EXTENSION OF THE PROFESSIONAL SERVICES AGREEMENT WITH SAFEbuilt GEORGIA, LLC, TO PROVIDE FOR INSPECTION SERVICES ON BEHALF OF THE COUNTY, TO BE PAID FROM THE FIRE DEPARTMENT – CONTRACT LABOR – CONTRACTUAL SERVICES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Government recognizes the need to ensure the highest levels of safety and service in the execution of building inspections to ensure all citizens are safe in their homes, workplaces, and while patronizing businesses in Macon-Bibb County; and

WHEREAS, in 2020, per Resolution R-20-0057, Macon-Bibb County entered into a Professional Services Agreement with SAFEbuilt Georgia, LLC (“SAFEbuilt”) to provide building inspection services (C-20-0026); and

WHEREAS, in March 2023, per Resolution R-23-0064, the Mayor executed an amendment to the Professional Services Agreement with SAFEbuilt, adding additional services and changing the rate structure of the original agreement; and

WHEREAS, such agreement and amendment, both attached hereto and incorporated herein as Exhibit A, are set to expire on June 30, 2025; and

WHEREAS, the Macon-Bibb County Commission desires to extend the agreement and amendment for an additional one year term, to expire June 30, 2026, to allow the County time to re-solicit the services in a competitive manner; 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 one year extension of the professional services agreement with SAFEbuilt Georgia, LLC to provide for continued inspection services on behalf of the County, to be paid from the Fire Department – Contract Labor – Contractual Services 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 Extension of Agreement with SafeBuilt 6-13-25.docx

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND SAFEbuilt, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County") and SAFEbuilt, LLC, a whole subsidiary of SAFEbuilt, LLC, ("Consultant"), a Domestic Limited Liability Company, with a principal address of 3735 Precision Drive, Suite 140, Loveland, Colorado, collectively the "Parties."

Recitals

Whereas, County is seeking a consultant to perform the services listed in Exhibit A – List of Services and Exhibit A1 – Building Department Administration, Professional Plan, ("Services"), attached hereto and incorporated herein by reference; and

Whereas, Consultant is ready, willing, and able to perform services.

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

1. Scope of Services

Consultant shall commence, diligently pursue, and complete the professional services as set forth in this Agreement and as set forth in Exhibit A and Exhibit A1. Consultant will perform Services in accordance with all state, local, and federal laws. The qualified professionals employed by Consultant will maintain current certifications, certificates, and licenses as required for Services provided to the County. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C – County Specified or Provided Software, attached hereto and incorporated herein by reference, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that County requires Consultant to utilize hardware or software specified by or provided by County, County shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and County, at its sole expense, and shall provide such technical support, equipment, or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. Changes to Scope of Services

Any changes to Services between County and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter service levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a Written Agreement or Amendment executed by both Parties.

3. Fee Structure

In consideration of Consultant providing services, County shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services, attached hereto and incorporated by reference herein.

4. Invoice and Payment Schedule

Consultant shall remit daily all to the County's Finance Department all fees collected. Consultant will invoice County as SAFEbuilt, LLC on a monthly basis and include a monthly report of all activities and fees collected which shall be provided to County's Finance Department. All payments are due to Consultant within thirty (30) days of Consultant's invoice date. If payment is not received within thirty (30) days of invoice date, Services may be suspended until all invoices are paid in full. County may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested, County will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within thirty (30) days of Consultant's invoice date, if additional information is requested, County will submit payment within thirty (30) days of resolution of the dispute. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by the County Commission. County is tax exempt and cannot agree to pay State or Federal taxes.

5. Audit Clause

Consultant will cooperate with the County or its authorized agent to provide financial reports for all revenue generated under this Agreement, including but not limited to, granting County or its authorized agent access to audit and inspect financial records pertaining to services provided under this Agreement.

6. Term

This Agreement shall be effective on the date it is fully executed by both the Parties and shall terminate without further obligation on the part of County on June 30th of each year, and shall renew automatically on July 1st of each year, unless prior notification is delivered to either Party sixty (60) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement will remain in full force and effect until 06/30/2025, or until such time as either Party notifies the other of their desire to terminate this Agreement. (Ga. Code Ann. § 36-60-13.)

7. Termination

Either Party may terminate this Agreement, or any part of this Agreement, upon ninety (90) 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, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

Structures that have been permitted with fees collected but have not yet expired at the time of the termination may be completed through final inspection by Consultant if approved by County.

Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, County may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

8. 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 terminate automatically by operation of law.

9. County Obligations

County shall timely provide all data information, plans, specifications, and other documentation reasonably required by Consultant to perform Services. County grants Consultant full privilege, non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service. County shall provide office space, furniture, phone systems and any other space and equipment necessary for the day to day operations of Consultant to perform Services. Consultant shall provide at its own expense all transportation, computer systems, software, and any other network equipment not provided by County necessary to perform Services.

10. Performance Standards

Consultant 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. Consultant represents to County that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement. Consultant further represents that all employees will be screened for fitness, to include criminal background investigations.

11. Independent Contractor

Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. As Consultant is an independent contractor, 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. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The compensation set forth in this Agreement shall be the sole payment for services rendered. Consultant shall provide county with a W-9 form for each contract term for which services are performed.

Consultant and County agree that Consultant will be free to contract for similar service to be performed for other employers while under Contract with County. Consultant is not an agent or employee of County and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits County provides for its employees. Aside from following County's normal operating business hours and holiday schedule, Consultant shall determine all other conditions of employment including hours, wages, working conditions, discipline, hiring, and discharge or any other condition of employment. Consultant employees are not subject to the direction and control of County. Any provision in this Agreement that may appear to give County the right to direct Consultant as to the details of doing the work or to exercise a measure of control over the work means that Consultant will follow the direction of the County as to end results of the work only.

Consultant shall be responsible, at its own cost, for all recruiting, hiring, training, educating, and orienting of all its own personnel, all of whom shall be fully qualified and shall be authorized under applicable law to perform the services. When possible, Consultant may consider County employees who are currently filling positions that will be vacated upon execution of this Agreement; however, Consultant is under no obligation to hire County employees and no County employee shall be compelled to work for Consultant. Consultant shall not have any authority to discipline any County employee and all personnel issues involving any County employee shall be directed to the County Human Resources Department.

Consultant will perform all services in compliance with all applicable local, state, and Federal laws. Consultant 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 Consultant in performing services and complying with this Agreement. Consultant will not make any representations, warranties, or commitments binding the County without the County's written consent.

12. Assignment

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent subsidiaries or sister companies ("Affiliates") with notice and written approval of County. Consultant may only subcontract any services to a third party upon advance notice and written approval of County. Consultant remains responsible for any of Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met. Should Consultant subcontract or assign any services, Consultant shall remain responsible for the performance of the subcontractors or Affiliates, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors or Affiliates.

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 Affiliates' or subcontractor's agreement, in no circumstances shall County's responsibilities as to any Affiliate or subcontractor be greater than County's responsibilities as to Contractor under this Agreement.

13. Conflicts of Interest

Consultant, Affiliates, and 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, Consultant 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.

14. Indemnification

To the fullest extent permitted by law, Consultant 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 Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultant's compliance with County law, ordinances, rules, regulations, resolution, executive orders or other instructions received from County.

To the fullest extent permitted by law and without waiver of sovereign immunity, County shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents from and against all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by County or any officer, employee, representative, or agent of County or (b) Consultant's compliance with County law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from County. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

15. Limits of Liability

Except only as may be expressly set forth herein, Consultant expressly disclaims any and all warranties of any kind, whether express or implied, including without limitation any warranties of merchantability, fitness for a particular purpose, error-free operation, performance, accuracy, or infringement. In no event shall Consultant or County be liable to one another for indirect, incidental, consequential, reliance, exemplary, or special damages including without limitation, damages for lost profits, lost revenues, lost data, or other information, or loss business opportunity, regardless of the form of action, whether in contract, indemnity, negligence, warranty, strict liability, or tort, even if advised of the possibility of such damages and notwithstanding the failure of essential purpose of any remedy other than with respect to payment of obligations for services.

16. Insurance

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law by any employee engaged in the performance of work under this Agreement.
- C. Comprehensive General Liability ("CGL") with minimum combined single limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general

aggregate, covering all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, Independent Consultants, and products. The policy shall contain a severability of interest provision and shall be endorsed to include County and County's officers, employees, and consultants as additional insureds. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the required limits.

- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Consultant agrees to procure and maintain Business Automobile Liability Insurance ("BAP") with liability limits of not less than \$1,000,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.
- F. Prior to commence of Services, Consultant shall submit certificates of insurance acceptable to County. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.
- G. All deductibles shall be paid by Consultant. All liability policies obtained by Consultant 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 Consultant. Consultant 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. Consultant shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless County is given thirty (30) days advance notice from Consultant. Consultant shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.
- H. The County shall be under no obligation to ensure that Consultant, Affiliate, or subcontractor complies with the insurance requirements of this Agreement, and Consultant assumes all liability arising from its, its Affiliate's, or subcontractor's failure to acquire and/or maintain adequate insurance to cover its operations and business. Consultant further agrees to indemnify and hold harmless the County for any claims arising from Consultant's, its Affiliate's, or subcontractor's failure to acquire and/or maintain adequate insurance.

17. Ownership of Documents

Except as expressly provided in this Agreement, County shall retain ownership of all work product and deliverables created by Consultant 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 Consultant 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 Consultant 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. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of County's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, County Data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data, and other materials maintained or stored in Consultant's secure proprietary software pertaining to County will be exported into a CSV file and become property of County. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

18. 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.

19. Publicity

Consultant 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 Consultant, identifying County as receiving goods or services under this Agreement.

20. Consultant Access to Records

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, County will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Records management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

21. Data Security

Consultant shall cooperate fully with County in sharing information and providing data reports and financial statements. Consultant will ensure that its software and internal controls offer the highest level of security protection and data insurance as required to protect data obtained on behalf of County. Consultant will provide County access to all County-related data and information stored in Consultant's database. Consultant shall coordinate with County's Information Technology Department (IT) for the purposes of transferring data, extracting data, and importing data into New World or other software system in use by County. Consultant shall fully cooperate with IT to allow full access to County data and to maintain security measures.

22. Confidentiality

Consultant 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.

23. Consultant personnel

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous, and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform County of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to County when assigned employee(s) is/are unavailable.

In the event that County, in its sole discretion, reasonably finds any personnel of Consultant to be unsuitable for the performance of his or her assigned duties or otherwise harmful to the County, or its goals or objectives, then County may request the removal of such person. If such request is made, Consultant shall use reasonable efforts to replace such person in the handling of work on behalf of the County.

24. Discrimination and ADA Compliance

Consultant 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. Consultant 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. Consultant 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.

25. Drug Free Workplace

Consultant, employees, Affiliates, 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.

26. Prohibition Against Employing Illegal Aliens

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

27. Solicitation/Hiring of Consultant's Employees

During the term of this Agreement, County shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to County pursuant to this Agreement ("Service Providers"), or who interacted with County in connection with the provision of such services (including by not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant.) Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market; however, this provision may be waived in writing by consent of both Parties. Nothing in this Paragraph shall be construed as prohibiting any employee of Consultant from applying for any job posting published by the County, so long as the County does not hire such employee during the term of this Agreement. If any provision of this section is found by a court to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court shall modify such provision to the minimum extent necessary to render this section enforceable.

28. 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

For Independent Contractor:

SAFEbuilt, LLC
Attn: Joe DeRosa, CRO
3755 Precision Drive, Suite 140

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.

29. 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.

30. 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 first try in good faith to settle the dispute by non-binding mediation before resorting to litigation, provided, however, that mediation shall not be a condition precedent for filing a lawsuit. 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.

31. Attorney's Fees

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

32. Authority to Execute

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

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. Exhibits

All exhibits attached to this Agreement are incorporated by reference and made a part of this Agreement.

39. Entire Agreement

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

(Signatures on following page)

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

Macon-Bibb County:

By: Robert A.B. Reichert
Robert A.B. Reichert, Mayor

March 5, 2020
Date

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

3-5-2020
Date

SAFEbuilt, LLC:

By: Thomas P. Wilkas
Thomas P. Wilkas, CFO

March 01, 2020
Date

Attested: Sharon Margus
Contract Manager (Title)

March 01, 2020



EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building Official Services

- ✓ Be a resource for Consultant team members, County staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Assist County staff in revising and updating County code to comply with adopted requirements
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on County adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for County – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with County staff to establish and/or refine building department processes
- ✓ Issue stop-work notices for non-conforming activities – as needed

Building, Electrical, Plumbing, and Mechanical Inspection Services

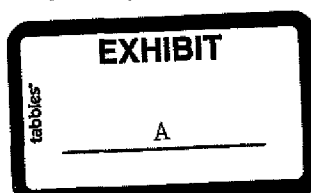
- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Permit Technician Services

- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit
- ✓ Review submittal documents and request missing information to ensure packets are complete
- ✓ Provide customer service at the front counter and over the phone and as necessary
- ✓ Form and maintain positive relationships with County staff and maintain a professional image
- ✓ Determine permit fees based on County fee schedule as established by ordinance, if requested
- ✓ Work with County Clerk to facilitate Freedom of Information Act (FOIA) requests, if requested
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Act as an office resource to inspectors in the field
- ✓ Process applications for County Boards and Commissions – if requested
- ✓ Provide input, tracking and reporting to help increase efficiencies





RFQ/P 20-010-CW

Building Department Administration, Professional Plan Review, Construction Inspection Services and for Business Licenses, Rentals, Vacant Structures, Vacant Lots, Certificates of Occupancy and Safety as well as Planning Services

COPY

City of Macon, GA

October 10, 2019 | 12:00PM

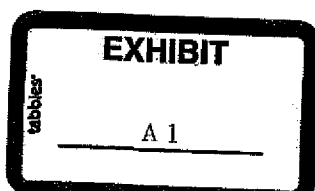
Tim Smith

VP of Business Development
716.243.6815
tsmith@safebuilt.com

Wade Greene

Training Director
770.809.4867
wgreene@safebuilt.com

SAFEbuilt Georgia, LLC



SAFEbuilt ✓

Qualifications and Evaluation Factors

Our team has thoroughly reviewed the *Request for Qualifications/Proposal* and addressed each requirement, ensuring we are the most qualified to provide services for the City of Macon. **The following proposal addresses each of the below Qualifications and Evaluation Criteria.**

Table 1. Macon Bibb County Government Qualifications and Evaluation Factors

1. Firm Qualifications, Organization and Experience
 2. Project Approach, Commitments and Assurances
 3. Expertise and Qualifications of Key Staff
 4. Project Fee
-

Attachment "A"
Required Submission Documents

BIDDER INFORMATION

Company Name: SAFEbuilt Georgia, LLC	
Company Address: 3755 Precision Dr., Ste. 140, Loveland, CO 80538	
Authorized By (typed or printed name): Matt Royer	
Title: Chief Commercial Officer	
Authorized Signature: 	Date: 10/4/2019
Telephone Number: 866-977-4111	
Fax Number : 877-203-2704	
Email Address: info@safebuilt.com	
Company's Web Page: www.safebuilt.com	

REMITTANCE INFORMATION (where payments should be sent)

Remit to Name: SAFEbuilt, LLC			
Remit to Address: 4005 Nine McFarland Drive, Suite 150			
City: Alpharetta	State: GA	Zip: 30004	County: Fulton
Phone: 770-817-0830	Fax:	Toll Free:	
Contact: Laura Thomasson		Email: lthomasson@safebuilt.com	
Tax ID: ☐ SSN		Federal Tax ID 20-5281363	
Business Type: ☐ Individual ☒ Business ☐ Misc.			

PURCHASE ORDER INFORMATION (where purchase orders should be sent)

Purchase Order Name: SAFEbuilt Georgia, LLC			
Purchase Order Address: 4005 Nine McFarland Drive, Suite 150			
City: Alpharetta	State: GA	Zip: 30004	County: Fulton
Phone: 770-817-0830	Fax:	Toll Free:	
Contact: Laura Thomasson		Email: lthomasson@safebuilt.com	
Payment Terms: Discount <u>n/a</u> % No. Days <u>n/a</u> Net Due <u>n/a</u>			
Freight Terms: Ship Via: <u>n/a</u> FOB <u>n/a</u>			

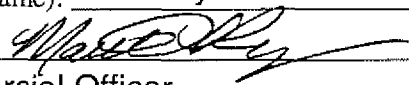
MBE/DBE/WBE STATUS (check appropriate box(es))

☐ African American	☐ Hispanic	☐ Native American	☐ Asian American
☐ Disabled	☐ Veteran	☐ Woman-Owned	☒ Not-Applicable

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: SAFEbuilt Georgia, LLC
Address: 3755 Precision Dr., Ste. 140, Loveland, CO 80538
When Organized: 7/3/2006 Where Incorporated: Georgia
How many years have you engaged in business under the present firm name? 13 years
Credit available for this contract? No
Contracts now in hand? 975
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: SAFEbuilt Georgia, LLC
Authorized By (typed name): Matt Royer
Authorized Signature: 
Title: Chief Commercial Officer Date: 10/4/2019

References

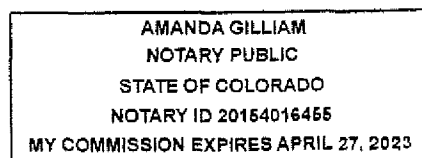
Following is a reference list of contracts that are similar to this project:

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #
Bldg Dept Services / 8/2018 - 8/2023	City of Decatur, GA	John Maximuk	678.710.5165
Bldg Dept Services / 10/2017 - 9/2022	City of Johns Creek, GA	Warren Hutmacher	678.512.3230
Bldg Dept Services / 10/2015 - 9/2019	City of Milton, GA	Steve Krokoff	678.242.2492

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

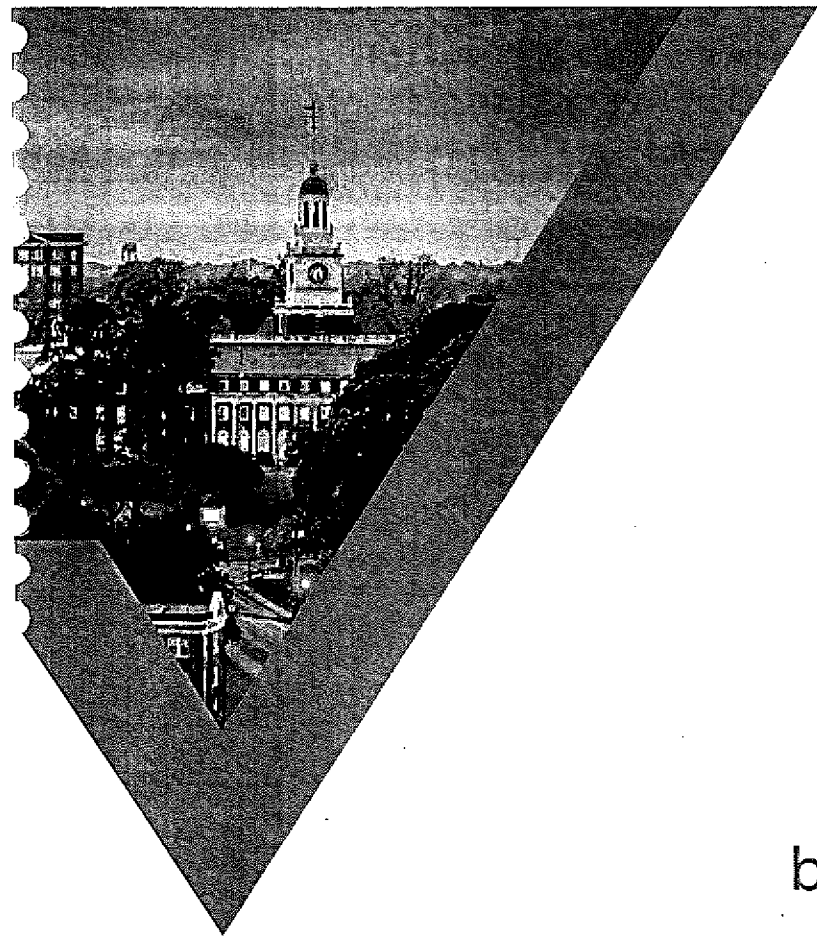
4 DAY OF October, 2019
Amanda Gilliam
Notary Public

My Commission Expires: 4.27.23
[NOTARY SEAL]



LIST OF SUB-CONTRACTORS

% of Contract



b. RFP Response Detail

Based on our understanding of MBC's Strategic Plan, our people are ready to move 'forward together' in ensuring your strategic priorities:

- Economic and Community Development
- Safe Neighborhoods and Safe Communities
- Effective Government and Governance
- Infrastructure Improvement
- Quality of Life

Building Department Services is our passion, holding over 27 years of experience providing the requested services for similar communities across the United States. We will deliver the following solutions:

- A proven track record of delivering similar services to communities in Georgia and the US
- Unique ability to deliver services that meet or exceed Key Performance Indicators (KPIs), while also improving customer satisfaction
- A technology and data-driven approach, helping reduce costs and improve efficiencies
- Ability to recruit, hire and train credentialed cross-discipline and specialty trade inspectors
- Comprehensive transition plan and governance model, providing transparent oversight without service interruption

Our delivery team includes some individuals who are already acquainted with the City. The team includes: Mr. Wade Greene (Manager-in-Charge); Mr. Don Wilkins (Building Official); Mr. Jonathan Anderson (Plans Examiner); Mr. Kenny Blankenship (Inspector); a Permit Coordinator (position currently being recruited); and several additional Inspectors (positions currently being recruited).

In addition to our experience, we pride ourselves on the exceptional service we deliver. We understand the high level of service your residents expect. Our work with communities, such as the cities of Johns Creek, Decatur and Milton, has thoroughly prepared us to deliver the same outstanding full building department service to your citizens.

Throughout our response, we detail our ability to support MBC by providing comprehensive services at the most enhanced value, not only through our experience in similar Georgia communities, but also through our dedication to customer service.

Thank you for the opportunity for a continued partnership. If you have any questions about our proposal, please contact Tim Smith, Vice President of Business Development, 716.289.0575 or via email at tsmith@safebuilt.com.

Best Regards,



Matt Royer | Chief Commercial Officer
SAFEbuilt

b. RFP Response Detail

Per the RFQ/P requirement, SAFEbuilt affirms that we are submitting our proposal in response to RFQ/P—20-010-CW.

i. Brief Description of Firm

As a statewide and national Building Department Services provider, SAFEbuilt delivers outstanding solutions to Georgia's Building Departments. We ensure the highest levels of service, professionalism and responsiveness in the industry. Our team supports and enhances your services with proven best practices, qualified personnel, innovative technology and well-established quality control practices.

During our time in business, we have built and maintained a solid and reliable reputation throughout the Building and Safety community, giving our partners—like MBC—confidence in our ability to successfully deliver services. Many of our customers are very long-term clients, demonstrating both longevity in the industry and conviction that we are an experienced and valued partner.

Depth and Breadth

- ➔ 31 Clients in Georgia
- ➔ 40 staff in Georgia
- ➔ Nearly 1,000 clients nationwide
- ➔ 1,100 staff across the U.S.

History of Firm and Resources | Section L. Evaluation and Selection (#1)

In November 1992, we began providing exceptional Community Development services to local governments. Today, we are a national leader performing value-added professional, technical and consulting services in 27 states and the District of Columbia for the efficient delivery of third-party solutions.

While we started by simply providing construction inspections and plan review for several communities in Northern Colorado, our areas of service have expanded over the past 27 years to include:

- | | |
|--|--|
| ➔ Full Service and Supplemental Building Department Operations | ➔ Certified Building Official |
| ➔ Residential, Commercial and Industrial Plan Review | ➔ Community Development Automation Software |
| ➔ Building, Mechanical, Electrical, and Plumbing Inspection | ➔ Expedited Plan Review, Inspections, and Engineering for Special Projects |
| ➔ Fire Plan Review | ➔ Housing Authority Inspections |
| ➔ Code Enforcement | ➔ Planning and Zoning Services |
| ➔ Permit Technician | ➔ Disaster Recovery |
| | ➔ Arborist and Landscape Design |

We deliver solid teams of skilled industry professionals to meet the goals and objectives of each community we serve, providing experienced staff with the necessary licenses and certifications to achieve successful outcomes. We have completed thousands of community development projects and are staffed to accommodate all requirements necessary for your growth, delivering consistent and responsive customer service every day.

Through our personalized approach, we offer tailored services, proven best practices, innovative technology and unparalleled assurance to deliverables. This enables streamlined internal operations focused on improved efficiencies, saving both time and money. The quality and training of our staff, combined with our robust business

systems and core commitment to customer satisfaction, ensures you receive the highest levels of contract performance, professionalism and responsiveness in the industry.

Today's community development and improvement environment places increased demands on important resources. We alleviate this burden while also delivering economic advantages. We understand and place high value on budgets and schedules, as well as compliance to Local, State and Federal codes. This affords us the ability to serve our partners with clear expectations and defined goals and objectives that lead to successful project execution.

A comprehensive list of our Georgia clients, including service dates, is shown below.

Table 2. Georgia Clients

Agency	Services	Years of Service
Butts County	Building Inspection Services; Plan Review	2012 - Present
City of Chattahoochee Hills	Building Inspection Services; Code Enforcement	2009 - Present
City of Cleveland	Building Inspection Services; Plan Review	2015 - Present
City of Conyers	Building Inspection Services; Plan Review	2018 - Present
Coweta County	Building Inspection Services; Plan Review; Software	2015 - Present
City of Decatur	Fire Prevention Services	Added to existing contract in Aug 2019
City of Decatur	Building Department Management; Building Inspection Services; Plan Review; Software	2010 - Present
DeKalb County	Planning & Zoning	Aug 2019 – Oct 2019
City of Douglasville	Building Inspection Services	2019 - Present
City of Grantville	Building Inspection Services; Plan Review	2016 - Present
City of Hampton	Building Inspection Services; Plan Review	2011 - Present
City of Hapeville	Building Inspection Services	1999 - Present
City of Haralson	Building Inspection Services; Plan Review	2017 - Present
City of Johns Creek	Building Department Management; Building Inspection Services; Plan Review	2006 - Present
City of Jonesboro	Building Inspection Services; Plan Review	2015 - Present
City of Lake City	Building Inspection Services	2000 - Present
City of Lithonia	Building Inspection Services	2009 - Present
Macon-Bibb County	Building Inspection Services; Plan Review	May 2019 - Present
City of Madison	Building Inspection Services; Plan Review	2015 - Present
City of Milton	Building Department Management; Building Inspection Services	2008 - Present
City of Morrow	Building Inspection Services	2002 - Present
City of Mountain Park	Building Inspection Services	2010 - Present
City of Peachtree City	Building Inspection Services; Planning & Zoning	2010 - Present
City of Pine Lake	Building Inspection Services; Environmental Services	2012 - Present
City of Powder Springs	Building Inspection Services	2002 - Present

Table 2. Georgia Clients

Agency	Services	Years of Service
Rockdale County	Building Inspection Services; Plan Review	2018 - Present
City of Senoia	Building Inspection Services; Code Enforcement; Planning & Zoning; Plan Review	2001 - Present
Town of Sharpsburg	Building Inspection Services; Plan Review	2010 - Present
City of Stone Mountain	Building Department Management; Building Inspection Services; Code Enforcement; Planning & Zoning	2006 - Present
Town of Turin	Building Inspection Services; Plan Review; Software	2017 - Present
Town of Tyrone	Building Department Management; Building Inspection Services	1996 - Present
City of Union City	Building Inspection Services	1996 - Present

When you choose our company, you receive solutions that are proven, time-tested and specific to your needs, including the fundamental service elements below:

Table 3. SAFEbuilt Fundamental Service Elements

Concentrated Focus on Cost-Saving Approaches and Methods. Because we serve many municipalities and agencies, we constantly improve and adapt our methods to provide our clients with the most cost-effective services. We share a wealth of recommendations gained from our varied experience with other communities across the Texas to help keep our clients' budgets on track.

Tailored, Responsive Services. We are skilled at assessing time commitments, developing an accurate work plan and applying dedicated, professional personnel. We quickly fine-tune staffing levels, adjusting to changes in plan review, inspection, and front counter activity—always maintaining the highest level of customer service. SAFEbuilt hand-picks staff uniquely qualified and experienced to deliver the exact services requested.

Swift Turnarounds and Expedited Services. With extensive experience in the digital plan review process, our staff excels at providing prompt turnarounds. We easily match, and more often beat, required turnaround deadlines.

Effective Coordination with other City Departments. Our teams are trained to promote collaboration and cooperation with other departments and agencies. Effective communication, respect, and adaptability to the unique needs of the City are key to successful partnerships.

A Wealth of Code Knowledge and Building Industry Experience. Our staff are fully licensed and certified at the highest industry standards. In fact, more than 20 master licensed and master certified professionals are employed by SAFEbuilt. Many personnel also serve as popular educational instructors and lecturers, sitting on leading boards and committees for organizations developing and implementing important code regulations. In addition, SAFEbuilt professionals stay current with the latest procedures and product uses, e.g., green building and accessibility.

Technology Enabled Cost-Saving Solutions. SAFEbuilt delivers a suite of digital options for jurisdictions—quick digital plan reviews, including electronic versions of plan comments with an optional, easy-to-use online web application for submittal, tracking and approval of digital plans; and available full scanning and archival services.

Environmentally Friendly Practices. Our corporate policy supports a healthy environment, reduces our carbon footprint, and promotes environmental stewardship through environmentally preferable purchasing and other sustainability actions. Our digital plan review system bypasses paper use, and all possible SAFEbuilt documents are printed double-sided on recycled, post-consumer content paper.

ii. Principal Place of Business and Place of Contract Performance

Corporate Headquarter Office

3755 Precision Drive, Suite 140
Loveland, Colorado 80538

Office of Contract Performance

4005 Nine McFarland Drive, Suite 150
Alpharetta, Georgia 30004

iii. Commitment to Perform

As mentioned in the *Letter of Transmittal*, we understand the needs and expectations of Macon as the current provider of building official and plan review services. In addition, we are familiar with the Board of Commissioner's *Strategic Plan*, which includes the elements to the right. Our team is committed and prepared to not only meet those expectations, but to also ensure MBC of our capabilities and dedication to successfully implement and facilitate your complete building department requirements.

In 2019, at the turn of your Building Official resigning, Mr. Ringo McCollum—our SAFEbuilt employee—was brought in to assess your building department. From that assessment, and to Due to Mr. McCollum's understanding of your department's challenges, as well as evaluate the best solutions for driving improvements around customer service. In addition, we have worked to decrease MBC's plan review turnaround times from 30 days to ten (10) days after your Plans Examiner resigned in June.

Success in Macon Bibb County

During our tenure, SAFEbuilt helped Macon increase efficiency, reducing plan review turnaround times from 30 days to 10 days.

Project Approach | Evaluation Criteria. Project Approach, Commitments and Assurances

Our Georgia team commits to provide the required full-time building services—Administration, Inspections, Plan Review—and code enforcement services—as required by the RFP. Additionally, SAFEbuilt also can leverage our deep and talented team to provide other services like planning on an as-needed basis. Providing a highly talented and experienced support team distinguishes our approach and will help to ensure MBC's continued success.

The start of a successful partnership hinges upon a well-designed transition plan. Fortunately, we have experience transitioning from in-house services to public-private partnerships and between service providers. MBC already benefits from the advantages of outsourcing building department management for a Building Official and plan review services. Hundreds of communities turn to us for the same solution—we are ready to seamlessly transition MBC to our services. Once you indicate an intent to award, we will schedule a transition kickoff meeting with your leadership team. During the meeting, key topics including existing staffing/qualifications, current operating procedures, and existing policies and practices will be discussed to ensure there is no disruption in service. Working collaboratively with your designated leaders, we will create a roadmap with measurable milestones and outcomes at 30/60/90 days and beyond. This plan will have a heavy emphasis on communication between SAFEbuilt, MBC, residents, the business community and the department's customers.

We have extensive experience working with communities of similar size with similar needs. Communities like MBC experiencing significant revitalization require a different approach to effectively manage the quality and speed of residential and commercial projects. Programs like two-hour windows for inspection appointments, homeowner workshops and concurrent electronic review increase building department efficiency and decrease response time. We bring these innovations, as well as a high level of customer service to MBC to not only demonstrate accountability but also extend your positive image with residents and businesses.

Our team has a thorough understanding of Georgia's General Assembly House Bill 493 regarding the standards and requirements for construction, alterations, etc., of buildings and other structures. We ensure the ability to meet these requirements. Should MBC encounter a situation where we cannot meet expectations, MBC is fully entitled to contract with their own private companies.

Utilizing Best Practices

SAFEbuilt's operational best practices and proven process efficiencies are built upon our personnel's knowledge, key skills and experience.

Meeting and Dealing with Public in Tactful and Courteous Manner

We understand that building department processes and procedures can be confusing, as well as frustrating to property owners, developers, contractors and others no matter if it is their first or 100th time building in your community. For this reason, our staff take a proactive and personalized approach in our service delivery, whereby we educate each client that engages with your building department. Meaning each client receives: step by step explanation of the process; transparent communication; identification of timelines and costs; checklists of requirements needed for approvals; and advice and consultation to streamline approvals.

GUARANTEED RESULTS

-  Close projects on time/ ahead of schedule
-  Increase customer satisfaction
-  Realize operations revenues faster

Communicating Effectively, Clearly and Concisely

One of the keys to successful flow of information is clear, detailed communication. It is important that everyone involved on a contract of this size and scope is aware of changes, progress, and challenges. We commit to work with you to determine the best ways to communicate the right information to the right people at the right time.

Face-to-face meetings are an integral part of the plan, especially at contract start-up, and involve all applicable staff from MBC and SAFEbuilt. It is important that everyone involved is aware of progress and changes going forward. We prepare communications to share with all MBC staff, detailing what to expect during contract transition and moving forward.

We believe that clear, consistent communication is key to a successful working relationship between SAFEbuilt and MBC staff. Our main point of contact—Mr. Greene—is available to discuss projects, schedules and concerns. He provides regular interface on a monthly or quarterly basis to keep your staff aware of progress and any suggested changes moving forward. The meetings give you a chance to provide feedback and to make certain information is getting to the right people.

These project status updates provide an opportunity to share information on tasks, schedule, budget, quality and scope, current or anticipated issues, and next steps. The meetings are a useful way to communicate up-to-date information to appropriate MBC staff and to share information, benefitting the entire team.

Inspection reports are written in a clear, concise manner with detailed information on violations. When inspection results are shared with applicants, our Inspectors utilize our educational approach, giving clear direction on next steps required before re-inspection.

Approach to Scope of Services

Working together with the City, we deliver services efficiently, accurately, on-time and within budget. We have the flexibility, staff depth and ability to meet the unique needs presented by your community. Throughout implementation plan development, we consider each service requirement, project schedule and resources. Throughout our approach, you will find that:

- We have a unique ability to deliver services that meet or exceed Key Performance Indicators (KPIs), while also improving customer satisfaction

We utilize a technology and data driven approach, helping to reduce costs and improve efficiencies

Operations Management – Continuous Improvement

SAFEbuilt will partner with MBC to drive efficiencies and innovations, and we are capable leverage new technologies to better serve the community. We are confident we can reduce MBC's costs and improve service on an ongoing basis. We have operationalized our community development experience across our nearly 1,000 clients for over 27 years. Using this experience, we have developed an operations playbook with best practices, tools and techniques for delivering community development services – that will be applied within MBC to reduce risks, costs and improve service.

Tracking, Measuring, Reporting

Data is an essential component to the continuous improvement process. Tracking, measuring, and reporting department-specific metrics will tell a story of the current state of operations and identify areas for improvement. We will establish a reporting schedule tailored to your needs. Reporting can be given with any periodicity—summarizing activity levels, adherence to contract, staffing and performance metrics, and other items of special interest to Macon. These are intended to supplement, not replace, weekly reports on department activities and performance. The following is a summary of our plan to monitor performance:

→ Performance Measurement

Since our founding in 1992, we have measured performance standards related to responsiveness, timeliness and quality of work. In response to requests for greater accountability and transparency, we have created new tools for our managers. An innovative feature of our solution is to utilize our *Click* system for tracking daily activity and reporting on overall operational-performance. *Click* is our software that exports raw data into a data warehouse, providing a leadership dashboard that reports on performance activity.

→ Track and Control Costs

At SAFEbuilt, we use a variety of tracking systems for different cost categories to ensure that MBC has instant access to the data necessary for controlling your budget.

Labor Tracking through UltiPro. We use UltiPro Software to track employee hours and expenses. Data from UltiPro is integrated into our accounting system to provide project hours for each SAFEbuilt employee. Through this program, managers ensure transparency by confirming that billing is accurate and reflects MBC's task orders.

Streamlined Fleet Management with Geotab. With your approval, we will implement our fleet management software (Geotab) to track and control vehicle costs with improved inspection routing and insight to vehicle activity to further enhance potential cost efficiencies.

→ Governance and Reporting

For reporting, we will tailor the schedule and format to meet your needs. At a minimum, SAFEbuilt will provide:

- Weekly Activity Reports
- Monthly Performance Report
- Financial Reports
- Annual Comprehensive Reports

Administration

Our Building Officers serve on the front line of your operations, managing all aspects of Building Division services and works collaboratively with you to ensure expectations are met, goals are achieved and KPIs are tracked, measured and used to improve our workflows and processes.

Table 4. Building Official

Responsibility

- Serve as the City's Building Official.
- Provide Code enforcement Management and enforcement team.
- Provide a building department team to facilitate building code, plan review and inspection services.
- Apply adopted building codes applicable to the State of Georgia.
- Provide experience and applied knowledge in the aspects of plan review and building and construction inspections of both commercial and residential structures.
- Provide and complete all agreed upon forms, reports, letters or other correspondence as are required by the City/County.
- Available for Pre-Construction meetings when necessary.
- Provide Continuing Improvement assessment and action plans for implementation.
- Participate in the development and implementation of the City & County's objectives, policies and priorities.
- Performs related work as required.
- The Contractor shall review and coordinate the processing of applications for usual Community Development items.
- Issue certificates of occupancy and completions.
- Provide reporting of activity on Key Performance Indicators on an agreed upon schedule.

DELIVERABLES

- ④ Manage and track daily operations for monthly reporting and quality assurance
- ④ Conduct regular internal staff meetings
- ④ Complete employee evaluations in a timely manner
- ④ Monthly activity, fee collection and other reports, as required
- ④ Provide quality control review of building inspections
- ④ Address known performance gaps in real-time, when possible
- ④ Provide emergency and after-hours inspection and reports of properties or structures, as needed
- ④ Measure monthly performance metrics against KPIs
- ④ Provide and complete all necessary forms, reports and correspondence, as required
- ④ Maintain compliance with, and enforce all adopted codes and ordinances
- ④ Attend all meetings, as required
- ④ Complete a Quarterly Business Review
- ④ Provide dispute resolution –compare facts to adopted codes and ordinances, provide clear direction for moving the permit forward, involve key decision makers in final determination
- ④ Issue stop work orders

PERFORMANCE MEASUREMENTS

- ④ Track City KPIs
- ④ Perform annual office and inspection quality assurance audits
- ④ Perform quarterly audit of one percent of all permit applications
- ④ Review discretionary applications for preliminary compliance with construction codes
- ④ Perform quarterly employee audits
- ④ Adjust work plan / processes according to KPI monitoring
- ④ Deliver 100% of reports, forms, letters and correspondence
- ④ Perform annual office and inspection quality assurance audits
- ④ Perform quarterly audit of one percent of all permit applications
- ④ Perform due diligence and research existing codes and conditions to determine the best approach
- ④ Perform due diligence and research existing codes and conditions to determine the best approach
- ④ Attend 100% of required meetings
- ④ Administer customer satisfaction survey and audit comment cards collected at front counter



Inspections

Inspections from ICC-certified Inspectors give you and businesses in your community consistent ongoing services to expedite the permit process.

Our Inspectors take accountability seriously. They will be required to schedule and result in your system—New World—improving efficiency by answering calls and results quickly. In addition, Inspectors use iPads in the field, offering them the capability to implement routing and scheduling information to provide insight into how long inspections are taking, how inspections are being routed, et cetera.

Table 5. Inspections

Responsibility

- Schedule and facilitate building related inspection requests.
- Administer inspections of residential and commercial and mixed-use buildings to determine compliance or lack thereof.
- Perform all inspections as per adopted building codes and local amendments.
- Perform code clearance inspections related to business licenses and coordinate license compliance with the City.
- Issue stop-work notices as needed.
- Perform inspections using best practices related to the inspection, resulting, and reporting process.

DELIVERABLES

- ✓ Begin inspections after fees are paid and permits are verified
- ✓ Review assigned inspections prior to conducting daily assignments
- ✓ Maintain current certifications and licenses
- ✓ Plan and route inspections based on requested turnaround times
- ✓ Return all messages from previous day/night
- ✓ Result all inspections in the field
- ✓ Adhere to customer's requested inspection time
- ✓ Review results and comments on site with applicant/ onsite consultation
- ✓ Maintain availability for emergency inspections within two hours' notice (non-disaster)
- ✓ Deploy ICC-certified Inspectors experienced to provide all trade-specific inspections
- ✓ Document areas of noncompliance

PERFORMANCE MEASUREMENTS

- ✓ Annual inspection audit
- ✓ Continuing education
- ✓ Annual employee performance review
- ✓ Adjust work plan / processes according to KPI monitoring

Plan Review

We ensure submittals are properly coordinated and tracked by following an established internal plan check process in which each plan is entered into our database, processed and returned to the client on time. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

Table 6. Plan Review

Responsibility

- Perform the plan review function related to building construction.
- Accept and perform plan review electronically, as well as in traditional paper format.
- Work with the applicant on submittal requirements in order to ensure an efficient and effective permitting process.
- Coordinate as necessary with City staff to determine if other permits or applications are required for the building project.
- Be available for consultation in the planning, zoning and/or land development process to highlight building code requirements that could affect a project.

DELIVERABLES

- ☛ Begin plan review after all fees are paid
- ☛ Utilize electronic plan review to the greatest extent, if possible. Both electronic and hard copy plans are reviewed in guaranteed turnaround times
- ☛ Return all emails/voicemails within 24 hours
- ☛ Attend pre-submittal and other design meetings, as needed
- ☛ Determine scope of project prior to plan check
- ☛ Serve as point of contact throughout the review process
- ☛ Provide communication to help applicants achieve compliance
- ☛ Review all construction documents and plan sets
- ☛ Utilize checklists during plan reviews
- ☛ Provide a brief, but concise comment explanation of the identified issues
- ☛ Return approved plans/associated documentation to applicant in a timely and professional manner.
- ☛ Sign/seal construction documents w/ applicable approval stamps
- ☛ Provide design advice only in the context of achieving code compliance (written and verbal communication)
- ☛ Perform plan checks within specified timeframes
- ☛ Communicate valuation/fee updates to Permit Technician
- ☛ Build relationships with all applicable departments, such as Fire/Rescue, Engineering, Planning and Zoning, and key staff—Building Official and Permit Technician—and communicate while conducting plan checks to assure all appropriate requirements are incorporated in construction documents
- ☛ Complete plan reviews in entirety before resulting and returning to applicant

TYPE OF STRUCTURE	INITIAL	RECHECK
Residential	5 business days or less	5 business days or less
Commercial	10 business days or less	5 business days or less

Code Enforcement Services

We are prepared to provide your code enforcement services to protect public health welfare and safety. Our Code Enforcement team approaches compliance issues on a proactive basis and relies on education, two-way dialogue and collaboration to achieve a higher percentage of code compliance.

Table 7. Code Enforcement Services

Responsibility

- Enforce all local ordinances relating to real properties, tree and signs.
- Develop and recommend a plan for code enforcement process.
- Assist in the safe, orderly, healthful and coordinated development of City/County.
- Investigate reports or complaints regarding conditions within the City/County.

DELIVERABLES

- ☛ Assure compliance with applicable ordinances, codes and regulations.
- ☛ Manage the City/County code enforcement program.
- ☛ Address known performance gaps in real-time, when possible.
- ☛ Measure monthly performance metrics.
- ☛ Provide and complete all necessary forms, reports and correspondence, as required.
- ☛ Maintain all files, records and reports, as required.

Public Outreach

SAFEbuilt is more than just a community's building department. We strive to provide a higher level of professionalism, expertise and service than that of a typical department. In line with this belief, SAFEbuilt has developed several professional and community outreach programs designed to help the community through education, outreach and charitable donations. We want to be involved in every community we represent, and we would like our partner communities to understand that we are here not just as a building department, but also as a contributing member of the community. We enjoy assisting clients in things such as community events, sponsorships, volunteering within the community and providing homeowner workshops in an effort to connect with the citizens of the community.

Qualified Staff and Assurance of Full-Time Personnel Exclusively for Macon Bibb County | Section L. Evaluation and Selection (#3)

With SAFEbuilt's exceptional reputation and licensed professional staff, our team is ideally suited to meet MBC's administrative, plan review, inspection, code enforcement and customer service goals. All are highly skilled and adept in their chosen disciplines.

Proposed staff for the City is listed below.

iv. Partner and Manager-in-Charge of Project | Section L. Evaluation and Selection (#4)

Mr. Wade Greene, MCP, Manager-in-Charge, brings over 20 years of experience in the building industry with 15 years in building code administration to the team. He began his career in Cortez, Colorado where he embraced a partnership style of work. Furthering his interest in the local government sector, he served as plans examiner, city project/infrastructure inspector, and finally, Building Official. Mr. Greene earned his Master Code Professional certification from the International Code Council (ICC)—the highest level of designation the ICC offers. Only 900 individuals worldwide have earned this level designation of technical and management aspects of code enforcement. Joining SAFEbuilt in 2010 as regional plans examiner, he reviewed plans for more than 20 local governments in the Metro Atlanta area. From there he served as Building Official for the City of Milton, GA. He now serves as SAFEbuilt's Operations/Training Director for Georgia.

Additional Staff

Mr. Don Wilkins, Building Official, has over 15 years of experience in plan review and inspections. His experience includes providing services as building inspector and plans examiner for three Nevada communities over the course of 10 years. He was also a Chief of the Fire Protection Engineering Bureau in Carson City, Nevada. In Georgia, he was formerly the Building Official of Peachtree Corners prior to joining SAFEbuilt in 2015. Mr. Wilkins will act as not only as your Building Official, but he will also be the liaison between MBC and the fire department to facilitate fire inspections.

Mr. Jonathan Anderson, Plans Examiner, has 15 years' experience as a Plans Examiner, as well as project managing daily operations of residential construction projects. He has invaluable experience in reviewing a wide range of commercial and residential projects to meet IBC, IRC, FHA and local zoning codes, as well as experience in testing and facilitating electronic permit tracking software based on the needs of building and land use divisions.

Mr. Kenny Blankenship, Inspector, is an ICC-certified Inspector with a background in construction management. His experience in providing inspections comes with over 30 years of experience.

In addition to the above staff, we are currently recruiting for a Permit Coordinator, as well as three(3) to four(4) additional Inspectors to round out our team for MBC.

Resumés immediately follow this page.

v. Age of Business and Average Number of Employees of Firm

SAFEbuilt Georgia, LLC has been in business for 27 years. The average number of employees, over the last three (3) years, has been approximately 1,100 full-time staff.

vi. Current Tax Status and Federal Employer Identification Number

SAFEbuilt Georgia, LLC files as a Limited Liability Company. The Federal Employer Identification Number is 20-5281363.

vii. Evidence of Licenses or Registrations

We have supplied evidence of our proposed staff certifications, included along with the resumes found directly after this section.

viii. Bid Surety

Per the answer to our question submitted earlier in the submittal process, a bid surety is not required for this submittal.

WADE GREENE

Manager-in-Charge

ICC CERTIFICATIONS

Certified Building Official
Certified Mechanical Code Official
Certified Electrical Code Official
Electrical Plans Examiner
Mechanical Plans Examiner
Combination Plans Examiner
Combination Inspector
Residential Combination Inspector
Residential Electrical Inspector
Residential Plumbing Inspector
Residential Mechanical Inspector
Residential Building Inspector
Certified Building Code Official
Certified Plumbing Code Official
Building Plans Examiner
Plumbing Plans Examiner
Residential Plans Examiner
Building Inspector
Master Code Professional
Commercial Combination
Inspector
Commercial Electrical Inspector
Commercial Plumbing Inspector
Commercial Mechanical Inspector
Accessibility Inspector/Plans
Examiner

Mr. Wade Greene brings over 20 years of experience in the building industry, contracting, inspecting, and plan review to the team. He joined SAFEbuilt in January 2010, as Southeast Region Plans Examiner. Since this time he has served as Chief Building Official in Milton Georgia, State Operations Manager for our Georgia State organization and Training Director for the company. In this role, Greene developed and implemented SAFEbuilt's Code Academy, and serves as Chair for SAFEbuilt's Training & Safety Committees.

PROFESSIONAL EXPERIENCE

- **Training Director, SAFEbuilt, LLC | 2015 to Present**
 - Spearheaded company-wide program offering live and online ICC code classes and certifications. Wrote, developed, and performed specialized courses covering Comprehensive Building, Mechanical, Plumbing, and others topics delivered via on site and webinar platforms. Utilized professional experiences to provide real life, practical scenarios to enhance student comprehension. Lead a team of technicians to provide industry leading classes within an unprecedented timeframe.
- **Georgia Operations Manager, SAFEbuilt, LLC**
 - Lead Official responsible for maintaining efficiency in financial management, customer relations, resource administration, legal/regulatory compliance, reporting, staffing, and industry representation. Built relationships with local government officials to ensure contractual obligations and services aligned. Partnered with business development to acquire City of Atlanta contract, subsequently assembling a team of 23 within 60 days for the Atlanta Office of Buildings project. This team delivered inspections, plan review, and management consulting.
- **Chief Building Official, SAFEbuilt, LLC**
 - Provide Building Department Services to the City of Milton, GA, including building inspections, administration, code interpretations and plan review. Implemented division policies, procedures and strategies.
- **Chief Building Official, City of Cortez, CO**
 - Management of all Building Safety Divisions, providing clear direction for efficient organization and work completion. Worked with City Engineer for site inspections of waterline installation, roads and other infrastructure. Reviewed plans and inspected all City projects. Investigated buildings for life, health and safety issues to ensure code compliance.



Certified under this name	City	State	Certificates
Wade Greene	Alpharetta	GA	Plumbing Code Official (expires 01/13/2020) Combination Inspector (expires 01/13/2020) Commercial Mechanical Inspector (expires 01/13/2020) Commercial Combination Inspector (expires 01/13/2020) Residential Combination Inspector (expires 01/13/2020) Electrical Code Official (expires 01/13/2020) Residential Plumbing Inspector (expires 01/13/2020) Master Code Professional (expires 01/13/2020) Electrical Plans Examiner (expires 01/13/2020) Building Plans Examiner (expires 01/13/2020) Building Inspector (expires 01/13/2020) Commercial Electrical Inspector (expires 01/13/2020) Combination Plans Examiner (expires 01/13/2020) Building Code Official (expires 01/13/2020) Commercial Plumbing Inspector (expires 01/13/2020) Residential Plans Examiner (expires 01/13/2020) Residential Electrical Inspector (expires 01/13/2020) Certified Building Official (expires 01/13/2020) Residential Mechanical Inspector (expires 01/13/2020) Residential Building Inspector (expires 01/13/2020) Plumbing Plans Examiner (expires 01/13/2020) Mechanical Code Official (expires 01/13/2020) Accessibility Inspector/Plans Examiner (expires 01/13/2020) Mechanical Plans Examiner (expires 01/13/2020) Plumbing Inspector (expires 04/25/2021) Electrical Inspector (expires 04/25/2021) Mechanical Inspector (expires 04/27/2021) Building Code Specialist (expires 05/07/2021) Plumbing Code Specialist (expires 06/12/2021) Mechanical Code Specialist (expires 06/14/2021) Electrical Code Specialist (expires 07/14/2021)

**DONALD
WILKINS,
C.B.O.,
C.F.M., M.C.P.
Building Official**

ICC CERTIFICATIONS

Certified Building Official (CBO)
Master Code Professional (MCP)
Building Inspector
Mechanical Inspector
Plumbing Inspector
Combination Inspector
Electrical Plan Examiner
Fire Inspector I
Fire Inspector II
Fire Plans Examiner
Certified Fire Marshal (CFM)
Electrical Inspector
Building Inspector - UBC
Mechanical Inspector - UMC
Plumbing Inspector - UPC
Building Plans Examiner
Plumbing Plans Examiner
Accessibility Inspector/Plans
Examiner
Residential Energy Inspector/
Plans Examiner

Mr. Wilkins has over 15 years of experience in Plan Review and Inspections. His experience includes providing services as Building Inspector and Plans Examiner for three Nevada communities over the course of 10 years. He was also a Chief of the Fire Protection Engineering Bureau in Carson City, Nevada. In Georgia, he was formerly the Building Official of Peachtree Corners prior to joining SAFEbuilt in 2015.

**NEVADA STATE FIRE MARSHAL DIVISION
CERTIFICATIONS (NFPA 1031 COMPLIANT
CERTIFICATIONS)**

Fire Inspector I
Fire Inspector II
Fire Inspector III
Fire Plans Examiner I
Fire Plans Examiner II

**INTERNATIONAL ASSOCIATION OF ELECTRICAL
INSPECTORS (IAEI) CERTIFICATIONS**

One & Two Family Dwelling Electrical Inspector
General Electrical Inspector
Electrical Plans Examiner

WORK EXPERIENCE

- **Chief Building Official/Fire Marshal**, SAFEbuilt, LLC | 2015 to Present
- **Building Official**, Charles Abbott Associates - Atlanta, GA | 2015
- **Building Official**, City of Peachtree Corners, GA | 2014 to 2015
- **Chief - Fire Protection Engineering Bureau**, Nevada State Fire Marshal Division - Carson City, NV | 2011 to 2014
- **Plans Examiner III**, Carson City Building Division - Carson City, NV | 2006 to 2010
- **Building Inspector/Plans Examiner**, Douglas County Building Division - Minden, NV | 2001 to 2006
- **Building Inspector III**, Humboldt County Building Department - Winnemucca, NV | 1999 to 2001



Certified under this name	City	State	Certificates
Donald Wilkins	Alpharetta	GA	Building Plans Examiner (expires 07/14/2024) Fire Inspector II (expires 07/14/2024) Plumbing Inspector UPC (expires 07/14/2024) Residential Energy Inspector/Plans Examiner (expires 07/14/2024) Certified Building Official (expires 07/14/2024) Combination Inspector (expires 07/14/2024) Mechanical Inspector (expires 07/14/2024) Fire Inspector I (expires 07/14/2024) Plumbing Inspector (expires 07/14/2024) Master Code Professional (expires 07/14/2024) Certified Fire Marshal (expires 07/14/2024) Building Code Specialist (expires 07/14/2024) Electrical Inspector (expires 07/14/2024) Electrical Plans Examiner (expires 07/14/2024) Plumbing Code Specialist (expires 07/14/2024) Fire Plans Examiner (expires 07/14/2024) Accessibility Inspector/Plans Examiner (expires 07/14/2024) Electrical Code Specialist (expires 07/14/2024) Mechanical Inspector UMC (expires 07/14/2024) Plumbing Plans Examiner (expires 07/14/2024) Fire Code Specialist (expires 07/14/2024) Building Inspector (expires 07/14/2024) Combination Inspector - Legacy (expires 07/14/2024)

JONATHAN ANDERSON

Plans Examiner

EDUCATION

Kansas State University (KSU)

B.S. in Engineering
Construction Science &
Management
Manhattan, KS

I.C.C. CERTIFICATIONS

Building Plans Examiner
Residential Building Inspector
Commercial Building Inspector
Building Inspector
Plumbing Plans Examiner
Commercial Plumbing Inspector
Accessibility Inspector/
Plans Examiner
Residential Plans Examiner
Mechanical Plans Examiner
Commercial Mechanical Inspector

OTHER CERTIFICATIONS

FEMA ICS 100 & IS 700 NIMS
Certified

WORK EXPERIENCE

- **Plans Examiner/Building Inspector**, SAFEbuilt, LLC | 2016 to Present
- **Building Plans Examiner**, City of Bellevue - Development Services Department | 3/2007 to 2016
 - Ensure code aligned permits by providing plan review services for projects ranging from single family home remodels with structural review to high-rise Fire & Life Safety
 - Permit intake on paper and online of all building permit types with coordination of various items with other divisions
 - Communication between front desk customers, design professionals and contractors for proper plan submittal to resolve possible code violations prior to construction and sometimes as a result of code enforcement actions
 - Maintaining and purchasing of plan review stamps for paper projects and electronic projects reviewed using Blue Beam Revu
- **Plans Examiner**, City of Grand Island: Building Division | 1/2006 to 3/2007
 - Maintain plan log and helped coordinate plans to different trade inspectors and other agencies
 - Reviewed wide range of commercial and residential projects to meet IBC, IRC, FHA and local zoning codes
 - Communication between front desk customers, design professionals and contractors for proper plan submittal to resolve possible code violations prior to construction
 - Participated in testing and suggesting of electronic permit tracking software based on needs of the building and land use divisions
- **Project Manager**, Double A Builders | 9/2004 to 1/2006
 - Coordinated daily operations of residential construction projects including but not limited to Owner & Architect communications, estimating & bid preparation, Contract writing and material purchasing & acquisition
 - Performed construction skills including: concrete flatwork, timber and metal framing, exterior cladding, interior finishes and thermal envelope systems

VOLUNTEER AND LEADERSHIP EXPERIENCE

- Teamsters Union: Local 763 - Shop Steward at City of Bellevue Building Division
- MyBuildingPermit.com Training Committee
- Church Volunteer and Leadership



My Certifications (myICC)

Search for Certified Professionals

Preferred Provider Program

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Products and Services

About Advocacy Membership Professional Development Products & Services

City:

State:

Please select

Certification Type:

Please select

Search

Reset

PLEASE NOTE: Search will return a maximum of 500 records, and is limited to that information on record as provided by candidates.

Search Result:

1 records found.

Certified under this name	City	State	Certificates
Jonathan Anderson	Marietta	GA	Building Plans Examiner (expires 07/27/2021) Residential Building Inspector (expires 07/27/2021) Commercial Building Inspector (expires 11/17/2022) Building Inspector (expires 04/26/2021) Plumbing Plans Examiner (expires 07/06/2021) Commercial Plumbing Inspector (expires 07/16/2021) Accessibility Inspector/Plans Examiner (expires 10/03/2021) Residential Plans Examiner (expires 10/26/2021) Mechanical Plans Examiner (expires 12/31/2021) Commercial Mechanical Inspector (expires 02/19/2022)

KENNY BLANKENSHIP

Inspector

Kenny joined SAFEbuilt in 2011. He is certified as a HERS Energy Rater and a Home Inspector along with his ICC certifications. Kenny currently work in our office in Johns Creek.

ICC CERTIFICATIONS

Building Plans Examiner
Residential Combination Inspector
Commercial Building Inspector
Residential Plans Inspector

WORK EXPERIENCE

- **Building Inspector**, SAFEbuilt, GA, 2011 to present
- **QC Inspector**, Quality Built, FL, 2007 to 2011
- **Vice President**, Burgess Construction Consultants LLC, GA, 2004 to 2007
- **Residential Home Builder**, Legacy Communities, Pulte Homes, GA, 1999 to 2003
- **Owner**, Blankenship Home Inspections, GA, 1995 to 1999
- **Building Material and Millwork Sales**, Home Depot, GA, 1992 to 1995
- **Construction Manager**, South Construction, GA, 1983 to 1992



Please select ▾

- Preferred Provider Program ▾
- Safety 2.0 ▾
- Products and Services ▾

Certification Type:

Please select ▾

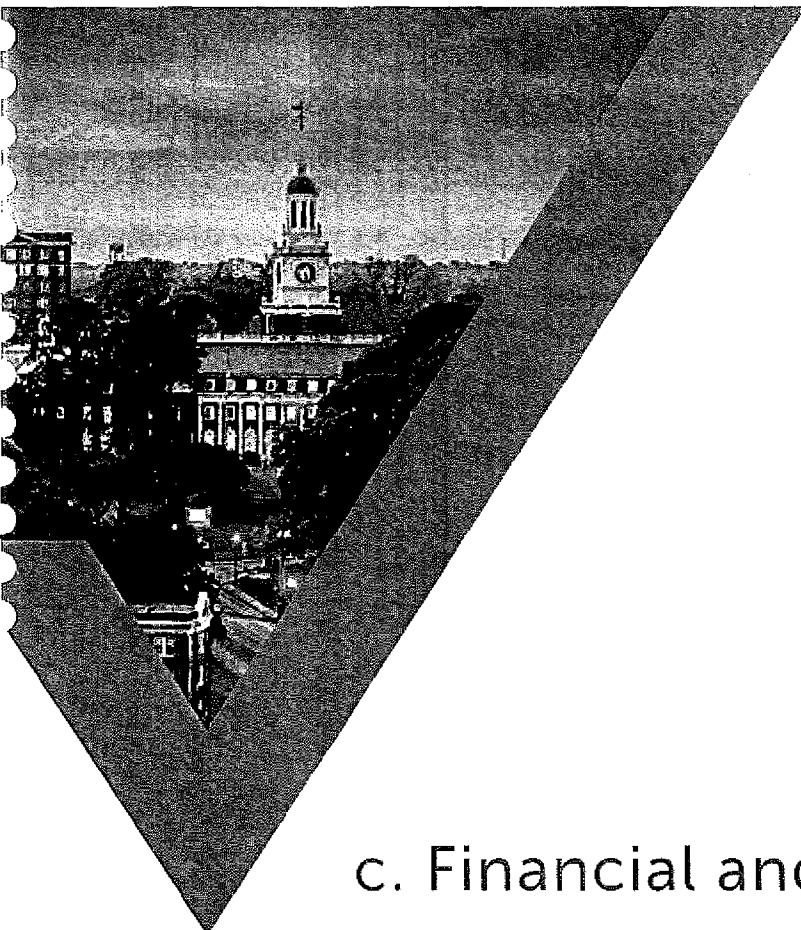
Search **Reset**

PLEASE NOTE: Search will return a maximum of 500 records, and is limited to that information on record as provided by candidates.

Search Result:

1 records found.

Certified under this name	City	State	Certificates
Kenny Blankenship	Alpharetta	GA	Building Plans Examiner (expires 02/22/2023) Commercial Plumbing Inspector (expires 06/06/2020) Commercial Building Inspector (expires 02/22/2023) Residential Combination Inspector (expires 02/22/2023) Residential Plans Examiner (expires 02/22/2023) Plumbing Plans Examiner (expires 07/27/2020) Mechanical Plans Examiner (expires 02/22/2023) Commercial Mechanical Inspector (expires 02/22/2023) Accessibility Inspector/Plans Examiner (expires 04/06/2021)



c. Financial and Operational Stability

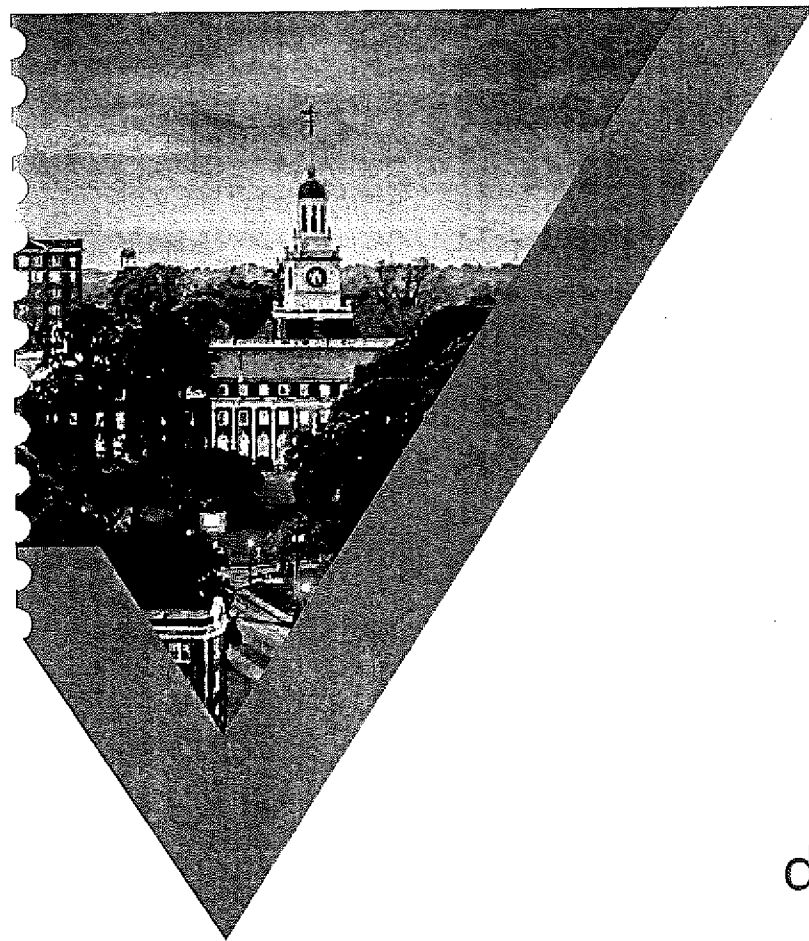
c. Financial and Operational Stability

i. Financial Statements

If requested by the City, we agree to provide copies of our financial statements (CPA Certified) for the previous three (3) years.

ii. Certificate of Existence

If requested by the City, we agree to provide a Certificate of Existence issued by the Georgia Secretary of State.



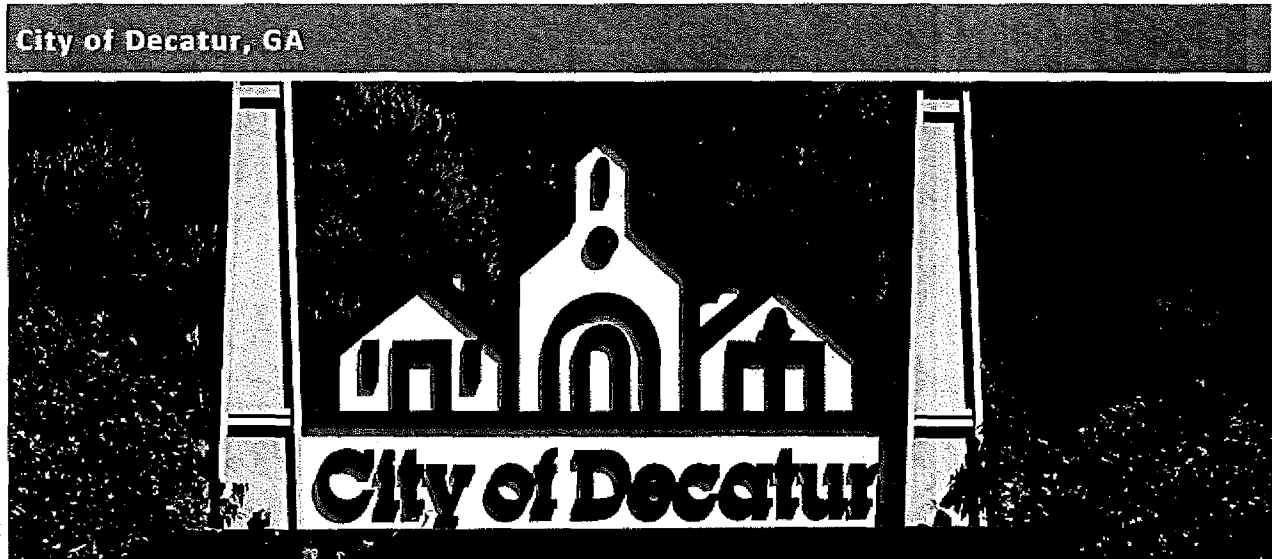
d. Performance History

SECTION 01000 - GENERAL BUILDING

d. Performance History

i. Similar Projects

The City needs a provider with relevant project experience with contracts of similar size, scope and complexity. As described in this proposal, we deliver industry-leading tools and techniques to meet the City's requirements. Our proven approaches increase productivity through established work management, scheduling and technical expertise. Further, we leverage a continuous process improvement philosophy to enhance service delivery throughout contract performance. References are included in each City's description.



SAFEbuilt is currently providing Building Official, Building and Trade Inspection, Plan Review, Structural Plan Review, Permit Technician, Building Department Software (CCS), and Emergency Disaster Response services to the City of Decatur, GA. We have a long-term relationship with the City, which was recently renewed. Our contract provides for flexible as-needed solutions in addition to the main services in our contract. In addition, the City is very customer-focused, which requires SAFEbuilt to work closely with residents and business owners during the permitting process and educate them about the City's requirements.

Team Members' Participation: Mr. Wade Greene manages our team in Decatur as part of his duties as Operations/Training Director. Beyond overseeing our team, Mr. Greene has worked closely with the City's leaders since the start of the contract. As needed, Mr. Greene has adjusted our staffing to meet the City's changing needs. For example, to help other City departments not included in SAFEbuilt's scope, he worked with the Director of Design, Environment and Construction and added a Permit Technician to our team. Don Fouts and Michael Crenshaw worked in Decatur as our supplemental inspectors.

Reference:

John Maximuk, Director of Design, Environment & Construction
509 N. McDonough Street
Decatur, GA 30031
678.710.5165
john.maximuk@decaturga.com

City of Johns Creek, GA

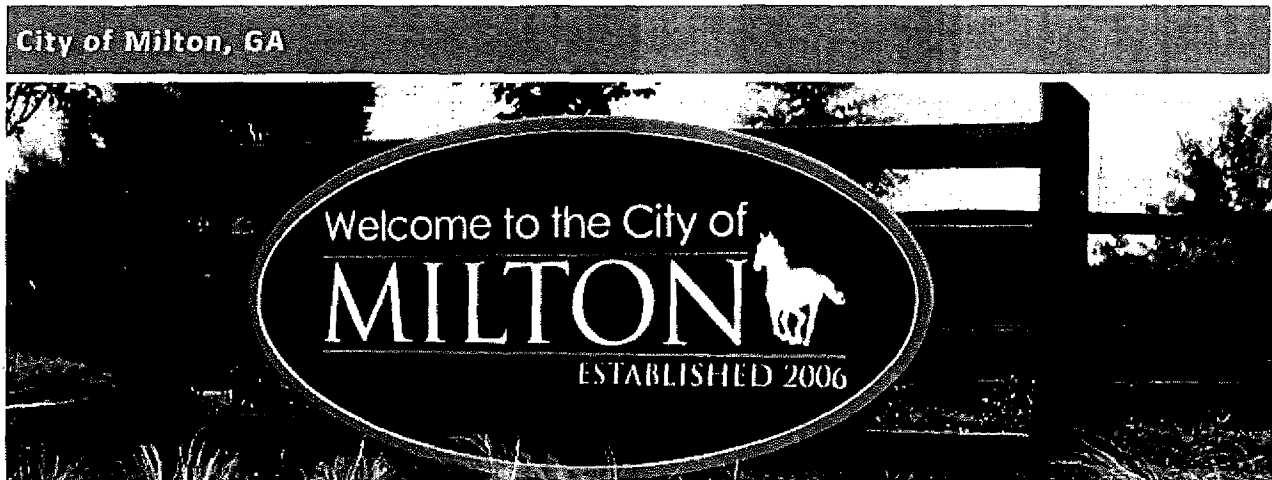


SAFEbuilt is currently providing Building Department Administration and Policy Procedures, Building Official, Building and Trade Inspection, Plan Review, Structural Plan Review, Emergency Management and Disaster Response. We have a long-term relationship with the City, which now requires us to report on (and meet) monthly metrics. As part of the agreement, we are eligible (and have received) quarterly service bonuses when we exceed our performance targets. The City is very customer-focused, which requires SAFEbuilt to work closely with residents and business owners during the permitting process and educate them about the City's requirements. In one case, this required SAFEbuilt to provide multiple presentations to citizen groups to explain the need and importance of building code regulations and enforcement.

Team Members' Participation: As with all our partnerships in Georgia, Mr. Wade Greene manages our local relationship in Johns Creek. Mr. Don Wilkins, CBO, is the City's Building Official. In this role, Mr. Wilkins manages the SAFEbuilt team and oversees key components of the development process.

Reference:

Kimberly Greer, Assistant City Manager
11360 Lakefield Drive
Johns Creek, GA 30097
678.512.3230
kimberly.greer@johnscreekga.gov



SAFEbuilt has been a partner with the City of Milton since its incorporation in 2006. Milton was incorporated to provide residents and business owners with greater local control. As with other startup Cities in Georgia, SAFEbuilt worked alongside Milton's elected and appointed officials to transition services from Fulton County to the City. These efforts drew upon SAFEbuilt's corporate resources, which provided technical expertise to Milton to amend local codes and review permits previously approved by the County. The partnership between SAFEbuilt and Milton provides the City with highly trained and certified local Building Department including a Chief Building Official, Permit Technicians, inspectors and plans examiners. The local staff is supported by SAFEbuilt's regional and corporate resources leveraging the talents of SAFEbuilt to address the City's needs. For example, SAFEbuilt provides and support a propriety permitting software package, Meritage, which is used by Milton.

Team Members' Participation: As with all our partnerships in Georgia, Mr. Wade Greene manages our local relationship in Milton. In addition to Mr. Greene, Mr. John Boland provides supplemental plan review services to support our team.

Reference:

Steve Krokoff, City Manager
2006 Heritage Walk
Milton, GA 30004
678.242.2492
steven.krokoff@cityofmiltonga.us

Current Comparable Assignments | Section L. Evaluation and Selection (# 5)

Per Table 2 in the History of Firm and Resources section, we have many clients throughout the State of Georgia whereby we perform comparable assignments.

References | Section L. Evaluation and Selection (# 6)

Please note our references provided in the tables highlighting our performance history.

ii. Key Personnel of Identified Projects

Please note our key personnel of identified projects in the tables highlighting our performance history.

iii. Previous Contract Terminations

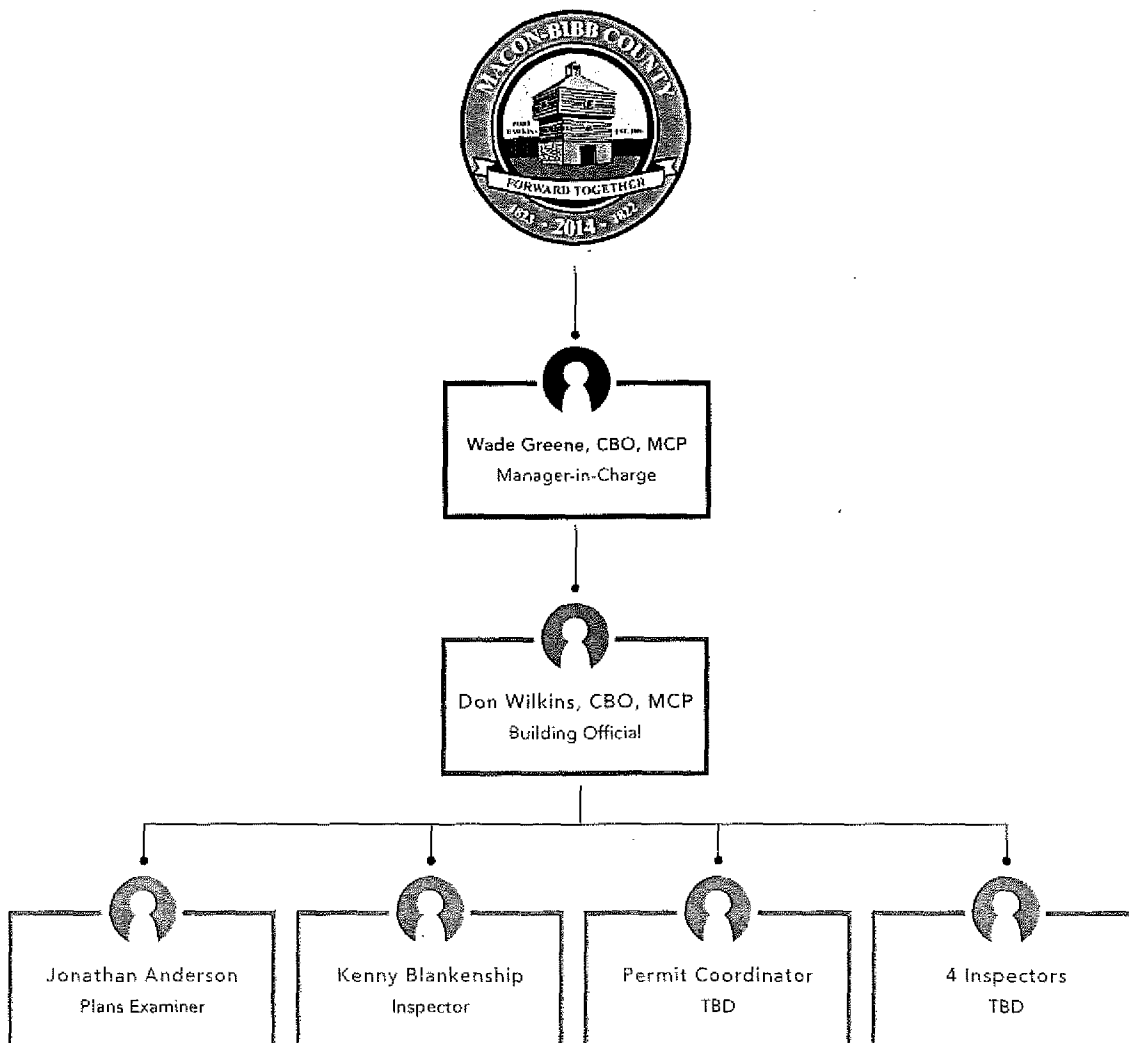
We have experienced two (2) contract terminations over the last 12 months. Those contracts, along with the reason for termination are provided below.

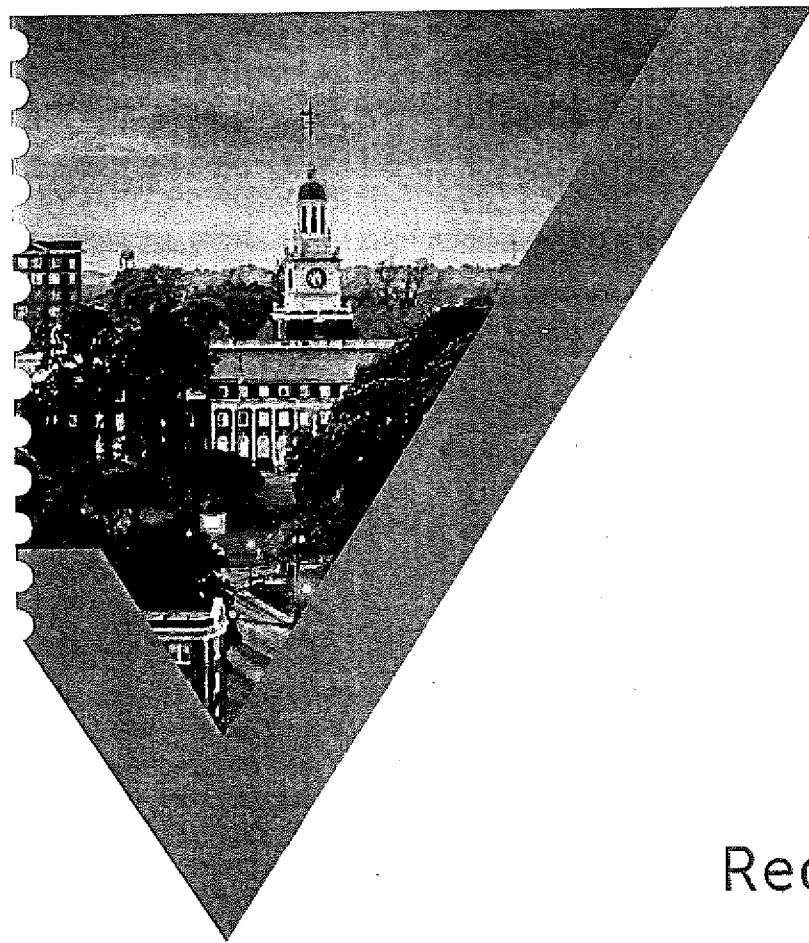
- City of Roswell, GA Reason for Termination: Brought services back in-house
- Baldwin County, GA Reason for Termination: Brought services back in-house

iv. Claims and Lawsuits

To date, SAFEbuilt Georgia, LLC has not had any claims or lawsuits brought against our organization within the last five (5) years.

v. Organization Chart





Required Documentation

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

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

SAFEbuilt Georgia, LLC

**SAFEbuilt makes an effort to hire MWBE certified vendors when and where possible.*

Attachment "A"
Required Submission Documents

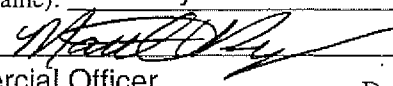
FINANCIAL & LEGAL STABILITY STATEMENT

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: SAFEbuilt Georgia, LLC

Authorized By (typed name): Matt Royer

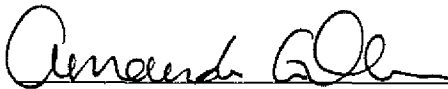
Authorized Signature: 

Title: Chief Commercial Officer Date: 10/4/2019

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

4 DAY OF October, 2019 My Commission Expires: 4.27.23


Notary Public

[NOTARY SEAL]

AMANDA GILLIAM NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20154016455 MY COMMISSION EXPIRES APRIL 27, 2023

Attachment "A"
Required Submission Documents

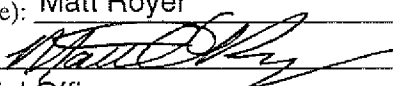
INSURABILITY STATEMENT

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: SAFEbuilt Georgia, LLC

Authorized By (typed name): Matt Royer

Authorized Signature: 

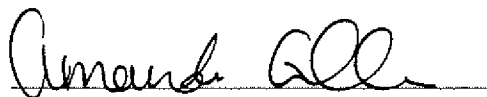
Title: Chief Commercial Officer Date: 10/4/2019

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

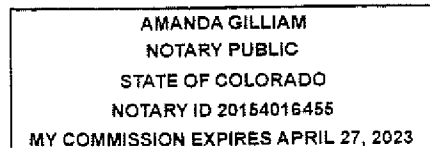
4 DAY OF October, 2019

My Commission Expires: 4.27.23



Notary Public

[NOTARY SEAL]



Attachment "A"
Required Submission Documents



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: RFQ/P 20-010-CW Building Department Administration, Professional Plan Review,
Construction Inspection Services

Name of Contracting Entity: SAFEbuilt Georgia, LLC

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bibb County has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to Bibb County at the time the subcontractor(s) is retained to perform such service.

254821

EEV/E-Verify™ User Identification Number

Matt Royer

By: Authorized Officer or Agent
(Name of Person or Entity)

Chief Commercial Officer

Title of Authorized Officer or Agent

September 23, 2009

Date of Authorization

10/4/2019

Date

Matt Royer

Printed Name of Authorized Officer or Agent

☐ Check if exempt

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

4th DAY OF October, 2019

Amanda Gilliam

Notary Public

My Commission Expires: 4-27-23

[NOTARY SEAL]

AMANDA GILLIAM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154016455
MY COMMISSION EXPIRES APRIL 27, 2023

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

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.

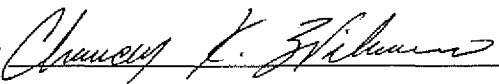
Dated at this 4 day of October, 2019.

Signature of Contractor: 

Title: Chief Commercial Officer

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 11/8/19

Printed Name C. WILLIAMS

NON COLLUSION AFFIDAVIT

Date:	10/4/2019
Project:	Bibb County, Georgia
Project #:	RFQ/P - 20-010-CW
Project Description:	Building Department Administration, Professional Plan Review, Construction Inspection Services and for Business Licenses, Rentals, Vacant Structures, Vacant Lots, Certificates of Occupancy and Safety as well as Planning Services
Services Provided:	General Contracting
State of:	Georgia
County of:	Bibb

I, Matt Royer 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:

SAFEbuilt Georgia, LLC



(Signature)

(Seal)



ATTACHMENT "B"
PRICING PROPOSAL

The Pricing Form below shall constitute the Contractor's Price Proposal if a contract is awarded as a result of this RFP. The Contractor shall complete such forms in accordance requirements of the Scope of Services (see Attachment "A").

PRICING PROPOSAL FORM

Respondent's Name: SAFEbuilt Georgia, LLC

(See "Pricing Proposal" on next page)

SERVICE FEE SCHEDULE	RATE:
Building Permit Fees	60 % of municipal permit fees
Trade Permit Fees	60 % of municipal permit fees
Plan Review Fees	60 % of municipal plan review fees
ADDITIONAL FEES:	
Non-Permitted Activity (by request only)	\$ n/a per hour
Investigative Services (by request only)	\$ n/a per hour
Structural Engineering Plan Review	\$ 125 per hour
After Hours / Emergency Inspection Services	\$ 100 per hour
Certificate of Occupancy Inspection	\$ 75 per hour
BUSINESS LICENSE FEES:	
Business License Inspection	\$ 75 per inspection
Business License Re-Inspection	\$ 50 per re-inspection
RENTAL INSPECTION FEES:	
Rental Inspection	n/a % of municipality fees
- Single Family Rental Re-Inspection	\$75/hour per re-inspection
- Duplex, Two-Family Same Building Rental Re-Inspection	\$75/hour per re-inspection
- Multi-Family, Three or More Family Rental Re-Inspection	\$75/hour per unit
VACANT STRUCTURE/VACANT LOT FEES:	
Vacant Structure/Vacant Lot Inspections	n/a % of municipality fees
- Residential, Single & Two-Family Vacant Structures Re-Inspections	\$75/hour per re-inspection
- Residential Vacant Lot Re-Inspection	\$75/hour per re-inspection
- Multi-Family (3 or more units), Commercial, Industrial, Institutional Vacant Structures Re-Inspection	\$75/hour per building
- Multi-Family (3 or more units), commercial, industrial, institutional vacant lots re-inspection	\$75/hour per building lot
PLANNING AND ZONING FEES (billed in 15 minute increments)	
Planning Manager	\$ **89 per hour
Principal Planner	\$ **89 per hour
Senior Planner	\$ **89 per hour
Economic Development Specialist	\$ **89 per hour
Project Planner II	\$ **89 per hour
Project Planner I	\$ **89 per hour
Assistant Planner	\$ **89 per hour
Intern	\$ **89 per hour
Hourly rates do not include reimbursable expenses such as: travel costs (airfare, auto expenses, lodging and meals), mileage, long-distance phone calls, web conference charges, copying, document reproduction, postage or overnight mail, photography, map reproduction and materials. Those expenses are invoiced at documented costs.	

Note: all quotes to include cost of permits, bonds and insurances indicated above

*Estimated fees to be collected over the course of this contract could range from \$130,000 - \$150,000 annually. The City does not guarantee either a minimum of fees collected or a specific volume of fees collected.

**Blended team rate with Planning Technician working with Planning Manager or Senior Planner for assessment. Planning team can provide a scope of work estimate before commencing any assessment project

a. Letter of Transmittal

October 8, 2019

Chauncey Wilmore, Senior Procurement Officer
City of Macon
City Hall Building
700 Poplar Street, Suite 308
Macon, GA 31201

Firm Name
SAFEbuilt Georgia, LLC

Address
4005 Nine McFarland Drive
Suite 150
Alpharetta, GA 30004

RE: Request for Qualifications/Proposal – RFQ/P—20-010-CW—for Building Department Administration, Professional Plan Review, Construction Inspection Services and for Business Licenses, Rentals, Vacant Structures, Vacant Lots, Certifications of Occupancy and Safety as well as Planning Services
Due: October 10, 2019 by 12:00 Noon

Dear Mr. Wilmore,

SAFEbuilt Georgia, LLC's (SAFEbuilt) is excited to present our proposal for Macon Bibb County Government's (MBC) *Request for Qualifications/Proposal for Building Department Administration, Professional Plan Review, Construction Inspection Services and for Business Licenses, Rentals, Vacant Structures, Vacant Lots, Certifications of Occupancy and Safety as well as Planning Services*. We are uniquely qualified to support MBC in serving to protect the health, safety and welfare of the public and enhance the general quality of life in the County.

We have taken careful consideration of MBC's needs and have developed a plan that will ensure a seamless transition, increased overall customer satisfaction, improved cost efficiencies and streamlined workflow productivity.

Our customized approach to meet or exceed all of the requirements identified in the *Scope of Services*, including placement of licensed and certified professional staff, listed in the *Commitment to Perform* section. By applying best practices to each functional area of the scope, we create operational efficiencies for you—decreased cost, reduced turnaround and response times, and increased customer satisfaction.

SAFEbuilt has carefully studied the Request for Qualifications/Proposals (RFQ/P) and MBC's need to develop a performance-based solution that we believe meets all of Macon's requirements. We have built a national reputation differentiated through strong, well-trained and certified staff, a proven operations playbook to consistently deliver higher quality service, and a culture of providing outstanding service to our clients and their constituents. As described on the following pages, our approach delivers the best value to MBC.

In fact, we have been providing Building Official and Plan Review Services to MBC over the last year. As your provider, we have become well-acquainted with the expectations around service delivery and keeping your customers happy, and we are more than excited to continue this partnership. We are proud to state that our current staff have already made improvements to your Building Department, improving plan review turnaround times from 30 days to a much more efficient 10-day turnaround.

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20-010-CW
REQUEST FOR QUALIFICATIONS (RFQ)

**BUILDING DEPARTMENT ADMINISTRATION, PROFESSIONAL PLAN REVIEW,
CONSTRUCTION INSPECTION SERVICES AND FOR BUSINESS LICENSES, RENTALS,
VACANT STRUCTURES, VACANT LOTS, CERTIFICATES OF OCCUPANCY
AND SAFETY AS WELL AS PLANNING SERVICES**

A. INTRODUCTION AND PURPOSE OF REQUEST 1
SEP

Macon Bibb County Government ("MBC") is soliciting Requests for Qualifications (RFQ) from qualified, licensed contractors ("Contractor") to provide a full range of internal/external services that are inclusive but not limited to the following: Building Department Administration, Professional Plan Review, building, plumbing, mechanical and electrical inspection services; certificate of occupancy inspections; safety inspections. Code enforcement, rental inspections; vacant structure/lot inspections. The successful contractor will be responsible for providing labor, supervision, materials, equipment, transportation, service and the shop facilities necessary to perform high quality work.

B. REJECTION OF PROPOSALS

Macon Bibb County Government (MBC) expressly reserves the right to reject any and all proposals, waive any non-conformity, re-advertise for proposals, to withhold the award for any reason the MBC determines, to accept the bids that, in the MBC's opinion, are in the best interest of and to the advantage of the MBC and/or to take any other appropriate action that is in the best interest of the MBC.

C. SEALED DOCUMENTS

Sealed Documents will not be received unless complete information, as required in the RFQ package, is delivered to the Procurement Department by the proposal submission deadline.

D. MINIMUM QUALIFICATIONS

Proposals will only be accepted from those firms demonstrating a minimum of five (5) years of experience providing the services identified in this RFQ for projects of similar scope and size.

The Company/Firm shall furnish the MBC, upon request, any and all documentation regarding necessary licenses, permits, certifications, and/or registrations required by the laws or rules and regulations of the City, local governments, the State of Georgia and the United States. The Firm certifies that it is now and will remain in good standing with such governmental agencies and that it will keep its licenses, permits, certifications, and/or registrations, etc. in force for the life of the contract.

E. SCOPE OF SERVICES

Macon Bibb County Government is soliciting this request for Qualifications from licensed firms for Building department and Code Enforcement services to provide a full range of internal/external services that are inclusive but not limited to the following: building administration services, front counter services, building, plumbing, mechanical and electrical

inspection services; and professional plan review services. In addition, rental inspections; vacant structure/lot inspections; certificate of occupancy inspections; safety inspections.

The City is requesting proposals from qualified Offerors ("Contractor") to provide Building Division

Services. The Contractor is expected to provide specific, qualified, staff members that will work exclusively for Macon-Bibb County (except as noted) and conduct the tasks enumerated below. In addition, the Contractor must be able to seamlessly coordinate with city staff, other contractors, citizens, and other agencies. Contractor's staff must be able to exercise an appropriate level of professional judgment in resolving issues. And the Contractor's staff must demonstrate a customer service approach that is pro-active, educational, and that includes a variety of means and methods that promote public outreach and best-in-class customer service.

BUILDING SERVICES:

Administration:

- Serve as the City's Building Official
- Provide Code enforcement Management and enforcement team
- Provide a building department team to facilitate building code, plan review and inspection services
- Apply adopted building codes applicable to the State of Georgia
- Provide experience and applied knowledge in the aspects of plan review and building and construction inspections of both commercial and residential structures;
- Provide and complete all agreed upon forms, reports, letters or other correspondence as are required by the City/County;
- Available for Pre-Construction meetings when necessary
- Provide Continuing Improvement assessment and action plans for implementation
- Participate in the development and implementation of the City & County's objectives, policies and priorities;
- Performs related work as required.
- The Contractor shall review and coordinate the processing of applications for usual Community Development items.
- Issue certificates of occupancy and completions
- Provide reporting of activity on Key Performance Indicators on an agreed upon schedule

Inspections:

- Schedule and facilitate building related inspection requests;
- Administer inspections of residential and commercial and mixed-use buildings to determine compliance or lack thereof;
- Perform all inspections as per adopted building codes and local amendments;
- Perform code clearance inspections related to business licenses and coordinate license compliance with the City;
- Issue stop-work notices as needed;
- Perform inspections using best practices related to the inspection, resulting, and reporting process;

Plan Review:

- Perform the plan review function related to building construction;

- Accept and perform plan review electronically, as well as in traditional paper format;
- Work with the applicant on submittal requirements in order to ensure an efficient and effective permitting process;
- Coordinate as necessary with City staff to determine if other permits or applications are required for the building project;
- Be available for consultation in the planning, zoning and/or land development process to highlight building code requirements that could affect a project;

CODE ENFORCEMENT SERVICES

- Enforce all local ordinances relating to real properties, tree and signs to include, but not limited to:
 - Abandon vehicles
 - Trash
 - Illegal dumping
 - Overgrown properties
 - Deforestation of tree removal
 - Outdoor storage
 - Use of property inconsistent with zoning
 - Illegal signs
 - Building Code Violations
 - Zoning violations ore construction without an approved permit
 - Short term Rental compliance checks
- Develop and recommend a plan for code enforcement process
- Assist in the safe, orderly, healthful and coordinated development of City/County
- Investigate reports or complaints regarding conditions within the City/County including, but not limited to:
 - Residential conditions
 - Homeowners associations
 - Animals
 - Abandoned vehicles
 - Potholes
 - Graffiti
 - Nuisance
 - Sidewalk repairs
 - General Matters

F. SUBMITTAL

All proposals must be submitted to the Procurement Department. Each respondent is responsible for ensuring that the City on a timely basis receives its proposal. One (1) original and five (5) copies of all proposals must be provided. All documents shall be sealed and clearly identified with "RFQ 20-010-CW Building Department Services" by the submittal deadline. Neither verbal nor electronic submittals will be accepted or considered valid.

Proposals received become the property of the City. The City is not responsible for any costs associated with preparation or submission of proposals. Proposals received will be subject to disclosure under applicable Freedom of Information Act.

H. PREPARATION OF PROPOSAL

The proposal shall include all forms as specified in these instructions. Each proposal shall show the full legal name and business address of the prospective respondent, including street address if different from mailing address, and shall be signed and dated by the person or persons authorized to bind the prospective respondent.

I. REQUIRED CONTENT

The instructions contained in this RFQ/RFP must be strictly followed. Bid responses must include the following content:

a. Letter of Transmittal

The prospective respondent's proposal shall include a letter of transmittal signed by an individual or individuals authorized to bind the prospective respondent contractually.

c. RFP Response Detail

A statement to the effect that your proposal is in response to this RFP;

- i. A brief description of your firm;
- ii. The location of the firm's principal place of business and, if different, the location of the place of performance of the contract;
- iii. A commitment to perform the requested work in accordance with the requirements outlined in this RFP;
- iv. The name and contact information of the of the firm's partner and or manager(s) that will be in charge of this project;
- v. The age of the firm's business and the average number of employees during each of the last three (3) years;
- vi. The firm's current tax status and Federal Employer Identification Number; and
- vii. Evidence of any licenses or registrations required to provide the services under this contract.
- viii. Bid surety – cashier's check, bond or letter of credit

d. Respondent Financial and Operational Stability

- i. If requested by the City, provide copies of the contractor's financial statements (CPA Certified) for the previous three (3) years;
- ii. If requested by the City, provide a Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Georgia Secretary of State (if Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable must be submitted for each entity comprising the joint venture.)

e. Respondent Performance History

- i. Identify in detail at least three similar projects by name, subject matter, location, respondent's services provided and the length of time respondent's services were provided on each. Included in this information shall be the description of services provided and the time period during which the services were provided;
- ii. Identify the respondent's key personnel working on the projects identified in "section i" above;

- iii. Identify any projects in which the respondent's contract was terminated for any reason;
- iv. Identify any claims or lawsuits that have been brought against your organization as a result of any services provided within the last five years;
- v. Provide an organization chart indicating the key personnel who will provide services resulting from this RFQ. Also provide a resume for each of the key personnel.

J. QUESTION DEADLINE

All questions regarding the RFQ shall be submitted via email to cwilmore@maconbibb.us. Respondents shall provide notice to take exception to any requirements of the Request for Proposals. Such exceptions may reflect negatively on the evaluation of the Proposal. The City of Macon-Bibb does not guarantee a response to questions submitted after the question deadline.

K. ASSIGNMENT

Contractor shall not assign, transfer, sublease, pledge, hypothecate, surrender or otherwise encumber or dispose of any contract arising from this RFP without first obtaining the written consent of the City.

L. EVALUATION AND SELECTION

Selection of the most highly qualified respondent will be made on the basis of demonstrated competence and qualifications. Applications will be referred to an Evaluation Committee who will evaluate qualifications based on price, overall business proposal, experience and capability. All qualifications will be evaluated with the highest qualified Respondents being selected and they may be asked to attend a formal interview. The interview will allow the invited Respondents to further discuss their qualifications with Staff and to respond to questions from the staff. After coming to a consensus agreement, the Evaluation Committee shall make a selection recommendation to Council in a public meeting. Macon Bibb County Government reserves the right to reject any or all Proposals, and is not bound to accept any Proposals if it is contrary to the best interests of the MBC.

The successful Contractor should have proven Building Division Services experience along with a record of excellence. In addition, the Contractor should provide the following:

- (1) History of firm and resources
- (2) Key personnel qualifications and certifications, where applicable, including the Building Official.
- (3) Statement of commitment to provide qualified staff and assurance that full-time personnel will work exclusively for Macon Bibb County.
- (4) Identification of project manager
- (5) Previous comparable experience and current comparable assignments

(6) References

(7) Fee proposal

The City will evaluate proposals based on the qualifications and capability of the Contractor, as follows:

Firm Qualifications, Organization, and Experience 20%

Project Approach, Commitments and Assurances 40%

Expertise and Qualifications of Key Staff 30%

Project Fee 10%

Total 100%

M. RESERVATION OF RIGHTS AND CONTRACT REQUIREMENTS

- a. The MBC reserves the right to select one or no contractor in response to this RFQ.
- b. The contractor, if selected, will be the contractor who's Proposal is deemed most advantageous to the MBC.
- c. Contractor may be required to execute a Conflict of Interest Disclosure.

N. INDEMNIFICATION

- a. The Contractor agrees to defend, indemnify and hold harmless the MBC and its representatives against and from any and all actual or alleged liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the City by reason of any of the following during the term of this Contract:
 - i. Any actual or alleged negligent or wrongful act of the Contractor, or
 - ii. Any failure by the Contractor to perform his (her) obligations, either implied or expressed, under this Contract.
- b. The Contractor also agrees that it is his (her) responsibility and not the responsibility of the City to safeguard his (her) and / or its property and materials that the Contractor uses pursuant to the Contractor's performance under this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property and materials used by the Contractor pursuant to the Contractor's performance under the Contract.
- c. In the event any action or proceeding shall be brought against the City by reason of any claim covered hereunder, the Contractor, upon notice from the City, will at his (her) or its sole cost and expense, resist or defend the same.

P. INSURANCE

The Contractor shall not commence work under this contract until it has obtained and submitted the required insurance under this paragraph. The intended Contractor must submit proof to the Director of Finance or his/her designee that they meet all City of Macon-Bibb insurance requirements prior to receiving an executed contract and/or purchase order. Proof of insurance as stated below will be required at contract signing. Failure to meet the insurance requirements will result in forfeiture of the contract.

To expedite the process, a copy of your current coverage may be submitted with your bid/proposal/quote. Insurance shall be kept in force during the life of the contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Georgia unless the City of Macon-Bibb provides express written approval for a non-admitted carrier. All coverage shall be with carriers acceptable to the City.

- a. Workers' Compensation Insurance. The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Georgia with a minimum limit of \$500,000 each accident and disease for any employee. This policy shall include a waiver of subrogation in favor of the City of Macon-Bibb.
- b. Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or \$1,000,000 aggregate combined single limit. Personal Injury, Bodily Injury and Property Damage, coverage shall include, at a minimum, the following extensions: (A) Premises and Operations (B) Contractual Liability including but not limited to coverage for the indemnity obligations of this Agreement; (C) Products and Completed Operations; (D) Independent Contractors Coverage; (E) Broad Form General Liability Extensions or equivalent; (F) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (G) Per project aggregate.
- c. Motor Vehicle Liability. The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Georgia No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Place "X" in box for additional contractor coverage, if required:

- [] Owner's Protective Liability. Bodily injury and property damage protection, including general supervision of work performed shall be extended to the City of Macon-Bibb and all agents and employees thereof. The minimum limit shall be \$1,000,000 per occurrence.

Commercial Umbrella/Excess Liability. Commercial umbrella or excess liability coverage afforded over the general and automobile liability for limits of not less than

\$1,000,000 per occurrence.

\$3,000,000 per occurrence.

- [] **Property Insurance.** "All-risk" builders' risk insurance insuring against all risks of physical loss or damage to the work, including all labor, materials, supplies, machinery, equipment, fixtures, temporary structures, and all other work of whatever nature, used or incidental to the construction, fabrication, erection or completion and testing of the work, until final completion. Limits of liability under such policy shall be 100% of the replacement value of the work with no co-insurance penalties. Such insurance shall include coverage for loss or damage while in transit (anywhere in the world) and while in storage away from the site, coverage against the perils of earthquake and flood, boiler and machinery losses, debris removal, including demolition occasioned by enforcement of applicable laws, and extra expense losses subject in each case to sub-limits of coverage approved by the City of Macon-Bibb. Deductible or self-insured retention shall not be greater than \$10,000 per occurrence. The Contractor shall pay the deductible portion of any loss or damage to the work covered by the builders' risk policy. NOTE: If Contractor is purchasing builder's risk / property insurance for the City, it is not acceptable for the City to be listed as a loss payee instead must be listed as a named insured or additional insured.
- f. **Cancellation Notice:** All policies described above shall include an endorsement stating language substantially similar to the following: "It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to the Finance Director or his/her designee, City of Macon-Bibb.
- g. **Insurance Certificates:** The Contractor shall submit a copy of the company's standard insurance certificate with their bid.
- h. Proof of Insurance Coverage:** The Contractor shall provide the City, at contract signing, certificates for all coverage listed above.
- **Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;**
 - **Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;**
 - **Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;**
 - **Two (2) copies of Certificates of Insurance for additional insurance as checked above;**
 - **If so requested, certified copies of all policies mentioned above will be furnished.**
- i. **Expiration of Policies:** If any of the above coverage lapses during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.
- j. Insurance companies, named insured(s) and policy forms shall be subject to the approval of the Finance Director or his/her designee. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to the City. Contractor shall be responsible to the City or insurance companies insuring the City for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Finance Director or his/her designee with satisfactory certificates of insurance or a certified copy of the policy, if requested.

Q. GENERAL SAFETY REQUIREMENTS

The Contractor shall be responsible for ensuring compliance with the most stringent provisions of the applicable statutes and regulations of the Georgia Occupational Safety and Health Act 154 of 1974, the Occupational Safety and Health Act of 1970, and all City of Macon-Bibb safety policies. The Contractor shall supply all these requirements to any subcontractor performing work under the contract. Should charges of violation of any of the above be issued to the Contractor in the course of the work, a copy of each charge shall be immediately forwarded to the City along with a plan to correct the violation.

Upon the failure of the Contractor to comply with any of these requirements, the City's Representative shall have the authority to stop any and all operations of the Contractor affected by such failure until such failure is remedied. No part of the time lost due to any such stop orders shall be made subject to a claim or extension of time or increase in compensation.

All materials, equipment, and supplies used for projects under this contract with the City of Macon-Bibb County must comply fully with all safety requirements as set forth by the Georgia Occupational Safety and Health Act 154 of 1974 and all applicable OSHA Standards. . Safety

The Contractor is responsible for instructing and training their employees in appropriate safety measures. Employees will be responsible for maintaining a safe work environment while completing their tasks.

- a. The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA requirements and the Americans with Disabilities Act.
- b. The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.

R. PRIORITY

The contract consists of this agreement with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the bid. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

S. CITY PROPERTY

The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this agreement. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.

T. UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City, the Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

V. WAIVER

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

W. MISCELLANEOUS

It shall be the responsibility of the respondent to thoroughly familiarize themselves with the provisions of these specifications. After executing the contract, no consideration will be given to any claim of misunderstanding.

The respondent agrees to abide by the rules and regulations as prescribed herein by the City as the same now exists or may hereafter from time-to-time be changed in writing.

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ATTACHMENT "B"

PRICING PROPOSAL

The Pricing Form below shall constitute the Contractor's Price Proposal if a contract is awarded as a result of this RFP. The Contractor shall complete such forms in accordance requirements of the Scope of Services (see Attachment "A").

PRICING PROPOSAL FORM

Respondent's Name: _____

(See "Pricing Proposal" on next page)

SERVICE FEE SCHEDULE	RATE:
Building Permit Fees	% of municipal permit fees
Trade Permit Fees	% of municipal permit fees
Plan Review Fees	% of municipal plan review fees
ADDITIONAL FEES:	
Non-Permitted Activity (by request only)	\$ _____ per hour
Investigative Services (by request only)	\$ _____ per hour
Structural Engineering Plan Review	\$ _____ per hour
After Hours / Emergency Inspection Services	\$ _____ per hour
Certificate of Occupancy Inspection	\$ _____ per hour
BUSINESS LICENSE FEES:	
Business License Inspection	\$ _____ per inspection
Business License Re-Inspection	\$ _____ per re-inspection
RENTAL INSPECTION FEES:	
Rental Inspection	% of municipality fees
- Single Family Rental Re-Inspection	\$ _____ per re-inspection
- Duplex, Two-Family Same Building Rental Re-Inspection	\$ _____ per re-inspection
- Multi-Family, Three or More Family Rental Re-Inspection	\$ _____ per unit
VACANT STRUCTURE/VACANT LOT FEES:	
Vacant Structure/Vacant Lot Inspections	% of municipality fees
- Residential, Single & Two-Family Vacant Structures Re-Inspections	\$ _____ per re-inspection
- Residential Vacant Lot Re-Inspection	\$ _____ per re-inspection
- Multi-Family (3 or more units), Commercial, Industrial, Institutional	\$ _____ per building
Vacant Structures Re-Inspection	
- Multi-Family (3 or more units), commercial, industrial, institutional	\$ _____ per building lot
vacant lots re-Inspection	
PLANNING AND ZONING FEES (billed in 15 minute increments)	
Planning Manager	\$ _____ per hour
Principal Planner	\$ _____ per hour
Senior Planner	\$ _____ per hour
Economic Development Specialist	\$ _____ per hour
Project Planner II	\$ _____ per hour
Project Planner I	\$ _____ per hour
Assistant Planner	\$ _____ per hour
Intern	\$ _____ per hour
Hourly rates do not include reimbursable expenses such as: travel costs (airfare, auto expenses, lodging and meals), mileage, long-distance phone calls, web conference charges, copying, document reproduction, postage or overnight mail, photography, map reproduction and materials. Those expenses are invoiced at documented costs.	

Note: all quotes to include cost of permits, bonds and insurances indicated above

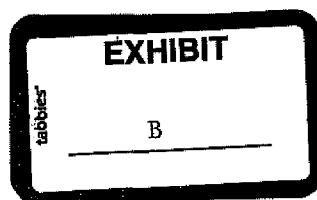
*Estimated fees to be collected over the course of this contract could range from \$130,000 - \$150,000 annually. The City does not guarantee either a minimum of fees collected or a specific volume of fees collected.

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ County will promptly notify Consultant of any revisions or amendments to County Fee Schedule
- ✓ County will periodically review its County Fee Schedule and valuation tables and make adjustment to reflect increases in the cost incurred by Consultant in providing Services
- ✓ Beginning January 01, 2021 and annually thereafter, the hourly/monthly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the County or, if not reported for the County the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services ▪ Permits issued after service start date	60% of County Permit Fee as established by ordinance or resolution
Inspection Services ▪ Permits issued prior to service start date	\$75.00 per inspection
Plan Review Services ▪ Excludes engineer review fees	60% of County Plan Check Fee as established by ordinance or resolution
Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum
Building Official Services	Included in percentage of fees above
Permit Technician Service	Included in percentage of fees above
After Hours/Emergency Inspection Services	\$100.00 per hour – two (2) hour minimum



Reporting Services

- ✓ Consultant will work with County to develop a mutually agreeable reporting schedule and format

2. COUNTY OBLIGATIONS

- ✓ County will provide codes books for front counter use
- ✓ County will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax

3. TIME OF PERFORMANCE

- ✓ Perform Services during normal business hours excluding County holidays
- ✓ Consultants representative(s) will be on-site at County offices
- ✓ Consultants representative(s) will be available by cell phone and email

Deliverables			
INSPECTION SERVICES	Inspections requested before 4:00 p.m. completed the following business day		
TWO HOUR INSPECTION WINDOW	Permit holder may request a phone call the morning of the inspection with a two (2) hour ETA inspection time		
MOBILE RESULTING	Provide our inspectors with field devices to enter results immediately		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
	✓ Large commercial within	20 business days	10 business days or less

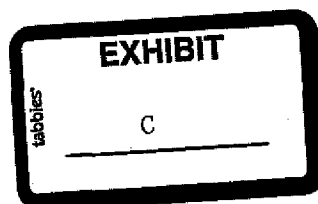
EXHIBIT C – COUNTY SPECIFIED OR PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. In the event that County requires that Consultant utilize hardware and/or software specified by and provided by County, Consultant shall use reasonable commercial efforts to comply with County requirements.
2. When County requires that Consultant utilize hardware and/or software specified by and provided by County, County, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with County requirements.

County will provide the following information to Consultant.

- ✓ County technology point of contact information including name, title, email and phone number
- ✓ List of technology services, devices and software that the County will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RBN Insurance Services 303 E Wacker Dr Ste 850 Chicago IL 60601		CONTACT NAME: PHONE (A/C No, Ext): 312-856-9400 FAX (A/C No): 312-856-9425 E-MAIL: ADDRESS:	
INSURED SAFEbuilt Holding Company SAFEbuilt, LLC (See Attached) 3755 Precision Drive, Ste 140 Loveland CO 80538		INSURER(S) AFFORDING COVERAGE	
SAFELLC-01		INSURER A: Hartford Fire Insurance Co. NAIC # 19682	
		INSURER B: Hartford Casualty Insurance Co. 29424	
		INSURER C: Navigators Insurance Company 42307	
		INSURER D: Twin City Fire Insurance Co. 29459	
		INSURER E: Great American E&S Ins. Co. 37532	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 190319209

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. INSR DED. YMD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER	Y	83UENZV3851	10/3/2018	10/3/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		83UENPY9100	10/3/2018	10/3/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		CH18EXC885600IV	10/3/2018	10/3/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	83WECE0623	5/12/2018	5/12/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability		TER2475972	10/3/2018	10/3/2019	Each Claim/Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)
Macon-Bibb County officers, employees, and consultants are additional insured as respects the General Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Macon-Bibb County PO Box 247 Macon GA 31202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: SAFELLC-01

LNORTZ

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY RBN Insurance Services		NAMED INSURED SAFEbuilt Holding Company SAFEbuilt, LLC (See Attached) 3755 Precision Drive, Ste 140 Loveland, CO 80538	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Named Insureds (continued):

SAFEbuilt Arizona, LLC
SAFEbuilt Carolinas, LLC
SAFEbuilt Colorado, LLC
SAFEbuilt Florida, LLC
SAFEbuilt Georgia, LLC
SAFEbuilt Illinois, LLC
SAFEbuilt Louisiana, LLC
SAFEbuilt New Mexico, LLC
SAFEbuilt Ohio, LLC
SAFEbuilt Oregon, LLC
SAFEbuilt Texas, LLC
SAFEbuilt Michigan, LLC
SAFEbuilt Washington, LLC
SAFEbuilt Wisconsin, LLC
LSL Planning, LLC
Meritage Systems, Inc.

If required by a written contract, the following forms apply on a blanket basis.

General Liability:

Form HG0001 09 16 Additional Insureds; Primary and Non-contributory; Waiver of Transfer of Rights of Recovery Against Others to Us

Auto Liability:

HA9916 0312 Commercial Automobile Broad Form Endorsement includes Additional Insureds and Waiver of Subrogation

Workers Compensation:

WC 00 03 13 Waiver Of Our Right to Recover from Others

POLICY NUMBER: 83 UEN ZV3951



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

(1) Professional health care services such as:

- (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
- (b) Any health or therapeutic service, treatment, advice or instruction; or
- (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

- (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
- (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or
- (ii) Any person or organization for whom you may be legally responsible;

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the

operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement,

enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating,

detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or

settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the

insured hosts, owns, or over which the insured exercises control.

i. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

- (a) Your web site; or
- (b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard
Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that

"volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and

- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or

omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;

- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium

computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the Insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. **"Advertising idea"** means any idea for an "advertisement".

3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. **"Auto"** means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. **"Bodily injury"** means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. **"Coverage territory"** means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in a. above;
- (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

8. **"Employment-Related Practices"** means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. **"Insured contract"** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

Premises Rented To You Limit described in Section III - Limits of Insurance;

- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
- f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
- g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from;
- computer software, including systems and applications software, hard or floppy disks, CD-

ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

LaserVault DMS Cover Page**#LVCOVER#0000740740#**

Site:	1 - Bibbco
Folder:	45 - CommClerkContracts
RecordID:	2560
DocumentID:	0
Document Action:	ADD
Amount:	0.00
ContractNo:	C-20-0026 A
Description:	Amendment to Services Agreement with SAFEBuilt
DocumentDate:	3/8/2023
ExpirationDate:	1/1/1900
Vendor:	SAFEBuilt LLC
VendorDept:	Fire Plan Inspection Services



Print this cover page and place on top of the documents you wish to scan.

Routing/File Form

Document Type: ☒ Contract ☐ Deed ☐ Ordinance ☐ Resolution ☐ Grant ☐ Other
 (Check one of the above document types)

PURPOSE: AMENDMENT TO SERVICES AGREEMENT WITH SAFE BUILT – ADDING
 FULL TIME FIRE PLAN INSPECTION SERVICES.

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:** _____

<u>Ordinance/Resolution</u>			<u>Contracts/Other</u>	
<u>Reviewed By:</u>	<u>Initials</u>	<u>Month/Day/Year</u>	<u>Initials</u>	<u>Month/Day/Year</u>
Assistant County Attorney	_____	___/___/___	AEB	3/8/23
Sr. Assistant / Cnty. Attorney	_____	___/___/___	_____	___/___/___
Grant Administrator	_____	___/___/___	_____	___/___/___
Finance Director	_____	___/___/___	_____	___/___/___
County Manager	_____	___/___/___	_____	___/___/___
Mayor	_____	___/___/___	_____	___/___/___
Clerk of Commission	_____	___/___/___	_____	___/___/___
Commission Approval	_____	___/___/___		

Additional comments, instructions, etc.: _____

**ALL FULLY-EXECUTED CONTRACTS ARE TO BE PLACED ON FILE IN THE
 CLERK OF COMMISSION'S OFFICE AS SOON AS POSSIBLE AFTER EXECUTION.**

C-20-0026 A AMENDMENT ONE

PROFESSIONAL SERVICES AGREEMENT BETWEEN MACON-BIBB COUNTY, GEORGIA AND SAFEbuilt, LLC

This Amendment is entered into to amend the Professional Services Agreement previously entered into on March 05, 2020, by and between Macon-Bibb County, Georgia, (County) and SAFEbuilt, LLC, (Consultant). County and Consultant shall be jointly referred to as the "Parties".

Amendment Effective Date: Amendment is effective on January 01, 2023, following full execution by both Parties.

RECITALS AND REPRESENTATIONS

Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on March 05, 2020; and

Parties hereto now desire to amend the Agreement as set forth herein; and

NOW, THEREFORE

Agreement is hereby amended as set forth below:

- A. Agreement, Exhibit A, 1. List of Services shall be amended to include Fire Plan Review and Inspection Services.
- B. Agreement, Exhibit B, 1. Fee Schedule allows for an annual rate increase based on the Consumer Price Index (CPI). Agreement, Exhibit B, 1. Fee Schedule shall be replaced in its entirety as follows:

1. FEE SCHEDULE

- ✓ County will promptly notify Consultant of any revisions or amendments to County Fee Schedule
- ✓ County will periodically review its County Fee Schedule and valuation tables and make adjustment to reflect increases in the cost incurred by Consultant in providing Services
- ✓ Beginning January 01, 2021 and annually thereafter, the hourly/monthly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the County or, if not reported for the County the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services - Permits issued after service start date - Building, Electrical, Mechanical, Plumbing	60% of County Permit Fee as established by ordinance or resolution
Inspection Services - Permits issued prior to service start date - Building, Electrical, Mechanical, Plumbing	\$78.00 per inspection
Plan Review Services Excludes engineer review fees	60% of County Plan Check Fee as established by ordinance or resolution
Fire Plan Review & Inspection Services - Fire Inspector - Annual Fire Inspections - New Business Inspections - Fire Plan Review - New Business Review - All other fire reviews	\$12,500.00 per month

Structural Engineering Plan Review	\$156.00 per hour – one (1) hour minimum
Building Official Services	Included in percentage of fees above
Permit Technician Service	Included in percentage of fees above
After Hours/Emergency Inspection Services	\$104.00 per hour – two (2) hour minimum

All other provisions of the original Agreement shall remain in effect, to the extent not modified by Amendment.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

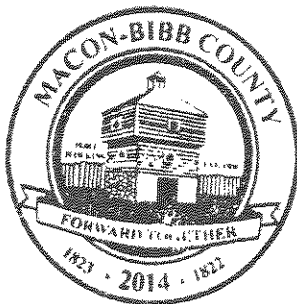
Gary Amato
 Gary Amato, CAO
 SAFEbuilt, LLC

February 15, 2023
 Date

Lester M. Miller
 Signature
 Macon-Bibb County, Georgia

3/10/2023
 Date

Lester M. Miller, Mayor
 Name & Title
 Macon-Bibb County, Georgia





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 WILLIAMS COMMUNICATIONS, INC., FOR THE PURCHASE OF RADIO EQUIPMENT FOR INSTALLATION ON MACON-BIBB COUNTY RADIO COMMUNICATIONS TOWERS AND PRE-INSTALLATION TESTING, IN THE AMOUNT OF \$214,298.00, TO BE PAID FROM 2018 SPLOST FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, to ensure the ongoing and effective response of Macon’s emergency response and public safety agencies, stability of radio communications systems is crucial; and

WHEREAS, currently, much of Macon-Bibb County’s connectivity and interoperability equipment, necessary for a functional radio communications system, is in dire need of replacement; and

WHEREAS, Macon-Bibb County utilizes L3Harris radios, which are available under Sourcewell Contract # 042021-L3H, a cooperative purchasing agreement provided through the Sourcewell Consortium, of which Macon-Bibb County is a member, allowing for favorable pre-negotiated pricing and faster processing times than other competitive purchasing mechanisms; and

WHEREAS, Williams Communications, Inc., is an authorized dealer of L3Harris products under Sourcewell Contract # 042021-L3H and has familiarity with the Macon-Bibb County radio communications system; and

WHEREAS, use of cooperative purchasing agreements is authorized under Macon-Bibb County Code of Ordinances Sec. 19-8; and

WHEREAS, Procurement concurs with this contract award; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to execute an agreement with Williams Communications, Inc., for the purchase of radio connectivity equipment, as more fully described in the attached Exhibit A, incorporated herein by reference, in the amount of TWO HUNDRED FORTY-ONE THOUSAND, TWO HUNDRED NINETY-EIGHT DOLLARS (\$214,298.00), to be paid 2018 SPLOST funds, and with such agreement in a form to be approved of by the County Attorney.

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

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

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

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

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

is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Authorizing Radio Connectivity Equipment Purchase from Williams Communications - \$241,298.00 - SPLOST - 6-5-25.docx



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT WITH SMALLWOOD, REYNOLDS, STEWART, STEWART & ASSOCIATES FOR PROFESSIONAL ARCHITECTURAL, ENGINEERING, & DESIGN SERVICES FOR THE PHASE III IMPROVEMENTS AT THE MACON CITY AUDITORIUM IN THE AMOUNT OF \$77,500.00, TO BE PAID FROM 2018 SPLOST FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on August 20, 2019, the Macon-Bibb County Commission (the “Commission”) approved R-19-0166, authorizing the Mayor to enter into a independent contractor agreement with Smallwood, Reynolds, Stewart, Stewart & Associates (“Smallwood”) for professional architectural, engineering & design services for improvements and renovations at the Macon City Auditorium; and

WHEREAS, the improvements to the Auditorium have been ongoing, with Chris R. Sheridan & Co. DBA Sheridan Construction serving as the Construction Manager, under the Construction Manager At-Risk Agreement, authorized by the Commission on June 1, 2021, in R-21-0135; and

WHEREAS, on April 1, 2025, the Commission approved for Sheridan Construction to undertake Phase III of the improvements to the Auditorium, including corridor door arch and elevator installation, in R-25-0060; and

WHEREAS, to effectuate the work authorized in R-25-0060, the Commission desires to retain Smallwood to perform additional design and construction administration services related to the door arch installation, and 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 Independent Contractor Agreement with Smallwood, Reynolds, Stewart, Stewart, & Associates, in the amount of SEVENTY-SEVEN THOUSAND, FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$77,500.00), with such Amendment to be in a substantially similar form as the attached Exhibit A, incorporated herein by reference, and with associated costs to be paid from 2018 SPLOST funds.

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

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

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

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

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

is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement Smallwood for Construction Administration Services at Auditorium - \$77,500.00 - SPLOST - 6-5-25.docx

EXHIBIT A

SMALLWOOD

May 30, 2025
Commission No. 225038.00

Mr. Clay Murphey
Macon-Bibb County
700 Poplar Street, Room 308
Macon, Georgia 31201

Re: Macon City Auditorium Phase 3 CA services
Macon, Georgia

Dear Clay:

Macon-Bibb County has requested Smallwood, Reynolds, Stewart, Stewart & Associates, Inc. (Smallwood) to prepare this proposal for CA services during the third phase of construction for the above-referenced project.

The third phase of construction includes following scope of work.

1. 9 pairs of corridor door replacement
2. Elevator installation including waterproofing, shaft and foundation work.

It is our understanding that this work will be constructed by Sheridan Construction as Phase 3 work. Smallwood's Scope of Services under this proposal will include CA Services for Architectural Design, Structural Engineering, and Civil Engineering from 2019 original Macon City Auditorium renovation project. Smallwood's project number of such renovation project is 219059.00. This proposal offers to follow the same terms and conditions that was agreed upon for the referenced renovation project (219059.00).

Smallwood proposes to provide the CA services on an hourly basis with total fee not-to-exceed Seventy Seven Thousand Five Hundred dollars (\$77,500). Below is the breakdown. Consultants' hourly rates and their terms are attached as references to this letter.

Smallwood	\$	40,000.00
B&P	\$	18,000.00
NBP	\$	10,000.00
TPE	\$	7,500.00
	\$	75,500.00
Reimbursable Expenses	\$	2,000.00
Total NTE Amount	\$	77,500.00

Smallwood's hourly rates are as follows:

Principals	\$315.00
Associates	\$275.00
Professional Staff	\$225.00
Staff IV	\$190.00
Staff III	\$160.00
Staff II	\$130.00
Staff I	\$105.00



Mr. Clay Murphey
May 30, 2025
Page 2

Billing for these services will be made monthly. These services will be billed under Commission No. 225038.00. Reimbursable costs will be billed separately.

Please sign below indicating your approval of this proposal and return a copy to our office.

Sincerely,

SMALLWOOD, REYNOLDS, STEWART, STEWART & ASSOCIATES, INC.

Hojun Yoon
Associate

Accepted: _____ Date: _____

cc: Chuck Hull, Smallwood
Christopher Lodge, Smallwood

\\all-srv-fs\Projects\2025\225038.00 - Macon City Auditorium - Phase 3\10.0 Contract Information\2.0-Contracts_Proposals_AddSvc Letters\MCA Phase 3
CA services_revised 2025-05-30_HY.docx



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH INTERNATIONAL TOWERS, LLC FOR RADIO TOWER UPGRADES, IN THE AMOUNT OF \$744,039.01 TO BE PAID FROM 2018 SPLOST FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County maintains several radio tower sites, including the Allied Industrial, Breezy Hill, Knight Road, and Town Creek tower sites; and

WHEREAS, these radio towers are a crucial component of Macon-Bibb County's emergency response and public safety communications systems; and

WHEREAS, the four aforesaid radio towers, along with their antenna systems, were all constructed at various times prior to 2000; and

WHEREAS, Macon-Bibb County, upon recommendation of the I.T. Department's Communications division, find it necessary to contract for services to upgrade the towers to ensure their ongoing stability and functionality; and

WHEREAS, Invitation for Bids 2025-034-LH ("IFB #25-034") was published on February 14, 2025, soliciting bids for upgrades to the Allied Industrial, Breezy Hill, Knight Road, and Town Creek radio towers; and

WHEREAS, IFB #25-034 was published on Macon-Bibb County's Procurement website and posted to the Georgia Procurement Registry, where three hundred four (304) vendors were notified of the opportunity to submit bids; and

WHEREAS, of the vendors notified, fourteen (14) self-identified as African American-owned businesses, two (2) self-identified as Asian American-owned businesses, one 1 self-

identified as a Native American-owned business, and one (1) self-identified as a Hispanic/Latino-owned business; and

WHEREAS, on the published due date of April 24, 2025, two (2) responses were received in Procurement, tabulated for responsiveness and provided to the user department for specification review; and

WHEREAS, after the bid review, International Towers, LLC, a limited liability company organized under the jurisdiction of the Confederated Salish and Kootenai Tribes of the Flathead Reservation, whose total bid was the lowest responsive and responsible submission was recommended for award; and

WHEREAS, Procurement concurs with this award recommendation; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to execute an agreement with International Towers, LLC, for the upgrades to the Allied Industrial, Breezy Hill, Knight Road, and Town Creek radio towers, in the amount of SEVEN HUNDRED FORTY-FOUR THOUSAND, THIRTY NINE DOLLARS AND ONE CENT (\$744,039.01), to be paid from the 2018 SPLOST funds, and with such agreement in a form to be approved of by the County Attorney.

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

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

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes

and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

(SEAL)

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with International Tower for Radio Tower Upgrades in the Amount of \$744,039.01 - 5-29-25.docx



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE A CHANGE ORDER, IN THE AMOUNT OF \$20,000.00, TO THE PURCHASE ORDER TO FAMILY COUNSELING CENTER OF CENTRAL GEORGIA, INC., TO BE PAID FROM GRANT FUNDS, FOR SERVICES RENDERED TO THE DISTRICT ATTORNEY’S OFFICE FOR THE R.I.S.E. INITIATIVE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon Judicial Circuit District Attorney’s Office has partnered with Family Counseling Center of Central Georgia, Inc. (“Family Counseling Center”) to provide services to youth involved in the District Attorney’s grant-funded R.I.S.E. initiative; and

WHEREAS, Family Counseling Center is currently performing services and being paid by the District Attorney’s Office, from grant funds, on a purchase order in the initial amount of \$20,000.00 (P.O. #2025-0612); and

WHEREAS, the District Attorney’s Office has submitted a change order request to the purchase order for Family Counseling Center, in the amount of \$20,000.00, for additional services provided by Family Counseling Center to the R.I.S.E. initiative; and

WHEREAS, pursuant to Section 19-5.8(f)(1) of the Macon-Bibb County Code of Ordinances, approval by the Macon-Bibb County Commission is required for this change order; and

WHEREAS, the Macon-Bibb County Commission desires to approve such change order; and

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

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

hereby approves a change order, in the amount of \$20,000.00, to the purchase order for Family Counseling Center of Central Georgia, Inc. (P.O. #2025-0612) for services rendered for the District Attorney's R.I.S.E. Initiative.

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

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

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Approving Change Order to Family Counseling Center Purchase Order 6-11-25.docx



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMERGENCY SOLUTIONS GRANT AGREEMENT WITH MACON-BIBB COUNTY ECONOMIC OPPORTUNITY COUNCIL AWARDING ADDITIONAL EMERGENCY SOLUTIONS GRANT FUNDS IN THE AMOUNT OF \$25,523.00, TO PROVIDE RENTAL ASSISTANCE, UTILITY ASSISTANCE, AND CASE MANAGEMENT SERVICES TO HELP PREVENT HOMELESSNESS; AND OTHER LAWFUL PURPOSES.

WHEREAS, on February 11, 2025, in Resolution R-25-0033, the Macon-Bibb County Commission (the “Commission”) authorized the award of \$48,675.00 in Emergency Solutions Grant Funds (“ESG Funds”) to Macon-Bibb County Economic Opportunity Council to provide rental assistant, utility assistance, and case management services to prevent vulnerable families and individuals from falling into homelessness; and

WHEREAS, Macon-Bibb County Economic Opportunity Council has used the awarded funds for their intended purpose, but finds need for additional funds to assist more families and individuals in avoiding homelessness through their rental assistance, utility assistance, and case management programs; and

WHEREAS, the agency tasked with administering the ESG Funds, Macon-Bibb County Economic & Community Development (“ECD”), finds that they have certain additional ESG Funds available to assist Macon-Bibb County Economic Opportunity Council in their mission to help prevent homelessness ; and

WHEREAS, the Commission, upon recommendation from ECD, desires to support Macon-Bibb County Economic Opportunity Council in their mission, by authorizing additional ESG funding to this organization so that they may provide assistance to more families and individuals; 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 Emergency Solutions Grant Agreement with Macon-Bibb County Economic Opportunity Council to provide for additional ESG Funding in the amount of \$25,523.00, bringing the total award under this grant agreement to \$74,198.00 to be used to provide rent assistance, utility assistance, and case management services to prevent homelessness, as provided for 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

Attest: _____
Janice S. Ross, Clerk of Commission

(SEAL)

Q:\RES MACON-BIBB\2025 Miller Authorizing Amendment to ESG Agreement with EOC - \$25,523.00 - 6-11-25.docx

EXHIBIT A

PY24 CONTRACT AMENDMENT
BETWEEN
THE MACON-BIBB COUNTY GOVERNMENT
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
AND
Macon-Bibb County Economic Opportunity Council
456 Bay Street
Macon, GA 31201
478-738-3240
PROVIDING FOR
EMERGENCY SOLUTIONS GRANT

This amendment to the aforementioned contract is for the purpose of adjusting the Emergency Solutions Grant program budget for Homelessness Prevention. Additional funds are being allocated to the current grant for Homelessness Prevention in the sum of \$25,523.00.

Budget line-item adjustment (increases) will be made to the contract as shown under the amended budget for the contract. The original contract is shown to identify the initial allocation of \$48,675 for the grant. The amended contract is the total of the original contract and the amended budget.

The reallocation in these line items will be sufficient in meeting the outstanding costs incurred under these line items upon the execution of this contract amendment.

Line-Item	Original Contract	Amended Budget	Amended Contract
Rent. Arrears/Payments	\$20,000.00	\$14,250.00*	\$34,250.00
Utility Payments	\$ 8,000.00	\$ 973.00*	\$ 8,973.00
Case Manager	\$13,500.00	\$ 5,000.00*	\$18,500.00
Fringe	\$ 2,750.00	\$ 2,750.00*	\$ 5,500.00
Admin	\$ 4,425.00	\$ 2,550.00*	\$ 6,975.00
TOTAL	\$48,675.00	\$25,523.00*	\$74,198.00

The total funding allocated to this program remains the same as is stated in the original contract with an effective date of September 25, 2024 – December 23, 2025. The Amended Budget will be effective June 9, 2025 - June 30, 2026.

SIGNATURES

Lester M. Miller, Mayor
Macon-Bibb County

Witness

Date

Sarita Hill, Executive Dir.
Macon-Bibb County Economic Opportunity Council

Witness

Date

Wanzina Jackson, Director, ECDD

Witness

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 EMERGENCY SOLUTIONS GRANT AGREEMENT WITH FAMILY ADVANCEMENT MINISTRIES AWARDED ADDITIONAL EMERGENCY SOLUTIONS GRANT FUNDS IN THE AMOUNT OF \$42,198.00, TO PROVIDE RENTAL ASSISTANCE AND UTILITY ASSISTANCE TO HELP PREVENT HOMELESSNESS; AND OTHER LAWFUL PURPOSES.

WHEREAS, on February 11, 2025, in Resolution R-25-0034, the Macon-Bibb County Commission (the “Commission”) authorized the award of \$32,000.00 in Emergency Solutions Grant Funds (“ESG Funds”) to Family Advancement Ministries to provide rent and utility assistance to prevent vulnerable families and individuals from falling into homelessness; and

WHEREAS, Family Advancement Ministries has used the awarded funds for their intended purpose, but finds need for additional funds to assist more families and individuals avoid homelessness through their rent and utility assistance programs; and

WHEREAS, the agency tasked with administering the ESG Funds, Macon-Bibb County Economic & Community Development (“ECD”), finds that they have certain additional ESG Funds available to assist Family Advancement Ministries in their mission to help prevent homelessness ; and

WHEREAS, the Commission, upon recommendation from ECD, desires to support Family Advancement Ministries in their mission, by authorizing additional ESG funding to this organization so that they may provide assistance to more families and individuals; 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 Emergency Solutions Grant Agreement with Family Advancement Ministries to provide for additional ESG Funding in the amount of \$42,198.00, bringing the total award under this grant agreement to \$74,198.00 to be used to provide rental and utility assistance to prevent homelessness, as provided for 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

Attest: _____
Janice S. Ross, Clerk of Commission

(SEAL)

Q:\RES MACON-BIBB\2025 Miller Authorizing Amendment to ESG Agreement with FAM - \$42,198.00 - 6-11-25.docx

EXHIBIT A

PY24 CONTRACT AMENDMENT
BETWEEN
THE MACON-BIBB COUNTY GOVERNMENT
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
AND
FAMILY ADVANCEMENT MINISTRIES, INC
538 Orange Street
Macon, GA 31201
478-746-9803
PROVIDING FOR
EMERGENCY SOLUTIONS GRANT

This amendment to the aforementioned contract is for the purpose of adjusting the Emergency Solutions Grant program budget for Homelessness Prevention. Additional funds are being allocated to the current grant for Homelessness Prevention in the sum of \$42,198.00.

Budget line-item adjustment (increases) will be made to the contract as shown under the amended budget for the contract. The original contract is shown to identify the initial allocation of \$32,000 for the grant. The amended contract is the total of the original contract and the amended budget.

The reallocation in these line items will be sufficient in meeting the outstanding costs incurred under these line items upon the execution of this contract amendment.

Line-Item	Original Contract	Amended Budget	Amended Contract
Rental Assistance	\$20,000.00	\$36,198.00*	\$56,198.00
Utility Assistance	\$ 8,000.00	\$ 1,000.00*	\$ 9,000.00
Admin Fee	\$ 4,000.00	\$ 5,000.00*	\$ 9,000.00
TOTAL	\$32,000.00	\$42,198.00*	\$74,198.00

The total funding allocated to this program remains the same as is stated in the original contract with an effective date of September 25, 2024 – December 23, 2025. The Amended Budget will be effective June 9, 2025 - June 30, 2026.

SIGNATURES

Lester M. Miller, Mayor
Macon-Bibb County

Witness

Date

Gwendolyn “Gigi” Rolfes, Executive Dir.
Family Advancement Ministries, Inc

Witness

Date

Wanzina Jackson, Director
Macon-Bibb County ECDD

Witness

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 |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO ADOPT A BUDGET AND APPROPRIATE SUMS FOR THE OPERATION OF THE MACON-BIBB COUNTY GOVERNMENT FOR FISCAL YEAR 2026; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, Ga. L. 2012, p.5595, as amended thereafter, (the “Charter”) established a single county-wide government with powers and jurisdiction throughout the territorial limits of Bibb County under the name Macon-Bibb County, the governing body for which is the Macon-Bibb County Commission (the “Commission”); and

WHEREAS, pursuant to the requirements of Sections 26 of the Charter, the Mayor submitted to the Commission on May 20, 2025, being at least six weeks prior to the start of the fiscal year, a budget message and a budget report, accompanied by a draft of the recommended appropriations ordinance, which provides for the appropriation of the funds necessary to operate all the various departments and to meet the current expenses of Macon-Bibb County for the next fiscal year; and

WHEREAS, pursuant to the requirements of Section 26 of the Charter, the Commission shall annually appropriate the funds necessary to operate all the various departments and to meet the current expenses of the restructured government for Fiscal Year 2026 by approving said appropriations ordinance by a two-thirds majority vote of the commissioners then serving; and

WHEREAS, the Macon-Bibb County Commission finds that the budget and appropriations specified herein are necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1.

Exhibit A, attached hereto and by this reference made a part hereof, shall be the Macon-Bibb County Budget for Fiscal Year 2026, and each departmental expenditure listed in Exhibit A is hereby appropriated for the purposes specified, to the legal level of control, being the major component level. No monies shall be transferred between major components or from any department or fund without express consent of the Commission.

Section 2.

Exhibit B, attached hereto and by this reference made a part hereof, shall be the Macon-Bibb County Organizational Chart for Fiscal Year 2026, and Section 10 of the Macon-Bibb County Personnel Policies shall be updated to reflect the new Organization Charts as provided for herein.

Section 3.

The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

Section 4.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 5.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 6.

This Ordinance, to the extent necessary, shall be codified in a manner consistent with the laws of the State of Georgia and Macon-Bibb County.

Section 7.

- (a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.

- (b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.
- (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 8.

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 9.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

[Signatures on the following page.]

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)

ORD MACON-BIBB\2025 Miller FY 26 Budget Ordinance 5-19-25.Docx

EXHIBIT A

DRAFT

Macon-Bibb County, Georgia
Budget Ordinance FY 2026
Exhibit A

General Fund	
Revenues:	
Taxes	\$ 193,509,000
Business Licenses/Permits	\$ 5,200,000
Intergovernmental Revenue	\$ 3,521,000
Charges for Services	\$ 6,657,000
Fines & Forfeitures	\$ 1,812,000
Investment Income	\$ 1,095,000
Rent	\$ 1,829,000
Miscellaneous	\$ 4,524,444
Other Financing Resources	\$ 1,688,262
Total Revenues General Fund	\$ 219,835,706
Expenditures:	
Board of Commissioners	\$ 604,659
Mayor's Office	\$ 537,907
County Manager	\$ 2,445,619
County Clerk	\$ 458,138
Board of Elections	\$ 2,377,559
Finance	\$ 2,120,081
Purchasing	\$ 399,302
County Attorney	\$ 2,991,964
Information Technology	\$ 8,682,354
Human Resources	\$ 1,890,922
Tax Commissioner	\$ 4,844,654
Tax Assessors	\$ 2,611,223
Risk Management	\$ 1,270,800
Internal Audit	\$ 333,765
Facilities Management	\$ 13,896,467
Data/Records Management	\$ 175,170
Small Business Affairs	\$ 230,497
General Services-Mail Services	\$ 253,000
General Administrative Fees	\$ 603,457
Non-Departmental	\$ 1,038,202
Superior Court	\$ 2,195,962
Superior Court Clerk	\$ 3,467,087
District Attorney	\$ 4,752,085
DA - Victim Witness	\$ 283,442
State Court	\$ 1,805,763
State Court Probation	\$ 1,091,253
State Court Solicitor	\$ 1,776,495

DRAFT

State Court Solicitor-Victim Witness	\$ 59,218
Magistrate Court	\$ 632,656
Civil Court Administration	\$ 1,317,900
Civil Court Sheriff	\$ 740,891
Probate Court	\$ 1,337,210
Juvenile Court	\$ 1,657,132
Municipal Court	\$ 989,623
Grand Jury	\$ 57,427
Public Defender	\$ 4,308,988
Sheriff's Office	\$ 56,790,032
Fire Department	\$ 34,116,868
Coroner	\$ 760,804
Animal Welfare	\$ 1,335,769
Emergency Management Agency	\$ 735,867
Public Works	\$ 6,026,025
Engineering	\$ 2,276,158
Health	\$ 1,098,250
Welfare	\$ 4,340,647
Community Services	\$ 4,745,980
Recreation	\$ 7,738,280
Parks & Beautification	\$ 4,676,173
Extension Service	\$ 386,113
Code Enforcement	\$ 2,006,814
Industrial & Urban Development	\$ 8,925,400
Economic & Community Development	\$ 45,000
Transfer to Other Funds	\$ 9,592,654
Total Expenditures General Fund	\$ 219,835,706
Crime Victim Assistance Fund	\$ 186,745
Drug Abuse Treatment & Edu Fund	\$ 97,000
Alternate Dispute Resolution Fund	\$ 320,505
Juvenile Court Supervision Fund	\$ 25,000
Law Library Fund	\$ 47,700
Confiscated Fund	\$ 735,000
Macon Bibb County Jail Fund	\$ 132,000
Commissary Fund	\$ 2,360,000
E-911 Fund	\$ 4,203,979

DRAFT

American Rescue Grant Fund	\$ 21,704,532
Sponsored Programs Fund	\$ 7,198,755
CDBG Grant Fund	\$ 2,034,334
Grants Fund	\$ 36,179,106
ECD-HOME Grant Fund	\$ 1,254,412
ECD-Emergency Solutions Grant	\$ 159,452
Middle GA Education Corridor BID	\$ 300,000
Downtown Macon Business Imp Dist	\$ 700,000
Hotel Motel Tax Fund	\$ 6,300,000
DFACS MIL Fund	\$ 3,966,078
Capital Improvement Fund	\$ 4,305,637
SPLOST 2018 Funds	\$ 73,697,929
Ocmulgee Greenway Fund	\$ 34,500
Blight Elimination Fund	\$ 4,600,000
2014 TAD-2 Second St Project Fund	\$ 900,932
2014 TAD-4 Bibb Mill Center Fund	\$ 150,000
Debt Service Fund	\$ 9,725,000
Solid Waste Management Fund	\$ 17,516,441
Airport Fund	\$ 10,663,610
Coliseum & Auditorium Fund	\$ 1,177,000
Bowden Golf Course Fund	\$ 1,307,637
Tobesofkee Recreation Area Fund	\$ 2,571,880
Workers Compensation Fund	\$ 2,891,073
Group Insurance Fund	\$ 20,253,232

DRAFT

Vehicle Maintenance	\$ 2,665,545
Total Other Funds	\$ 240,365,014

*****SPLOST 2018 FUNDS are budgeted on a project accounting basis *****

Total All Funds	\$	460,200,720
	\$	460,200,720
	\$	-

FY 26 General Fund Departmental Budget

Board of Commissioners

Salaries and Benefits	\$ 281,639
Operating	\$ 319,020
Operating Equipment	\$ 4,000
Total	\$ 604,659

Mayor's Office

Salaries and Benefits	\$ 396,107
Operating	\$ 140,800
Operating Equipment	\$ 1,000
Total	\$ 537,907

County Manager

Salaries and Benefits	\$ 2,151,354
Operating	\$ 274,765
Operating Equipment	\$ 19,500
Total	\$ 2,445,619

Clerk of Commission

Salaries and Benefits	\$ 389,499
Operating	\$ 58,639
Operating Equipment	\$ 10,000
Total	\$ 458,138

Board of Elections

Salaries and Benefits	\$ 637,681
Operating	\$ 1,637,653
Operating Equipment	\$ 102,225
Total	\$ 2,377,559

Finance

Salaries and Benefits	\$ 2,065,371
Operating	\$ 50,710
Operating Equipment	\$ 4,000
Total	\$ 2,120,081

Purchasing

Salaries and Benefits	\$ 368,342
Operating	\$ 27,960
Operating Equipment	\$ 3,000
Total	\$ 399,302

County Attorney

Salaries and Benefits	\$ 750,890
Operating	\$ 2,233,074
Operating Equipment	\$ 8,000
Total	\$ 2,991,964

Information Technology

Salaries and Benefits	\$ 2,691,374
Operating	\$ 5,862,790
Operating Equipment	\$ 128,190
Total	\$ 8,682,354

Human Resources

Salaries and Benefits	\$ 1,212,250
Operating	\$ 663,672
Operating Equipment	\$ 15,000
Total	\$ 1,890,922

Tax Commissioner

Salaries and Benefits	\$ 3,886,214
Operating	\$ 912,340
Operating Equipment	\$ 46,100
Total	\$ 4,844,654

Tax Assessors

Salaries and Benefits	\$ 2,050,032
Operating	\$ 542,691
Operating Equipment	\$ 18,500
Total	\$ 2,611,223

Risk Management

Salaries and Benefits	\$ -
Operating	\$ 1,270,800
Operating Equipment	\$ -
Total	\$ 1,270,800

Internal Audit

Salaries and Benefits	\$ 303,365
Operating	\$ 27,900
Operating Equipment	\$ 2,500
Total	\$ 333,765

Facilities Management

Salaries and Benefits	\$ 3,175,305
Operating	\$ 10,672,162
Operating Equipment	\$ 49,000
Total	\$ 13,896,467

Data/Records Management

Salaries and Benefits	\$ 131,447
Operating	\$ 34,123
Operating Equipment	\$ 9,600
Total	\$ 175,170

Small Business Affairs

Salaries and Benefits	\$ 139,497
Operating	\$ 90,000
Operating Equipment	\$ 1,000
Total	\$ 230,497

GS-Mail Service

Salaries and Benefits	\$ -
Operating	\$ 253,000
Operating Equipment	\$ -
Total	\$ 253,000

General Administration Fees

Salaries and Benefits	\$ -
Operating	\$ 603,457
Operating Equipment	\$ -
Total	\$ 603,457

Non Departmental

Salaries and Benefits	\$ -
Operating	\$ 1,038,202
Operating Equipment	\$ -
Total	\$ 1,038,202

Superior Court

Salaries and Benefits	\$ 1,664,062
Operating	\$ 481,500
Operating Equipment	\$ 50,400
Total	\$ 2,195,962

Clerk of Superior Court

Salaries and Benefits	\$ 2,926,162
Operating	\$ 515,925
Operating Equipment	\$ 25,000
Total	\$ 3,467,087

District Attorney

Salaries and Benefits	\$ 3,754,646
Operating	\$ 898,395
Operating Equipment	\$ 99,044
Total	\$ 4,752,085

District Attorney-Victim Witness

Salaries and Benefits	\$ 246,314
Operating	\$ 37,128
Operating Equipment	\$ -
Total	\$ 283,442

State Court

Salaries and Benefits	\$ 1,371,939
Operating	\$ 398,554
Operating Equipment	\$ 35,270
Total	\$ 1,805,763

State Court Probation

Salaries and Benefits	\$ 963,928
Operating	\$ 105,325
Operating Equipment	\$ 22,000
Total	\$ 1,091,253

State Court Solicitor

Salaries and Benefits	\$ 1,666,194
Operating	\$ 99,871
Operating Equipment	\$ 10,430
Total	\$ 1,776,495

State Court Solicitor- Victim Witness

Salaries and Benefits	\$ 59,218
Operating	\$ -
Operating Equipment	\$ -
Total	\$ 59,218

Magistrate Court

Salaries and Benefits	\$ 578,681
Operating	\$ 35,975
Operating Equipment	\$ 18,000
Total	\$ 632,656

Civil Court - Administration

Salaries and Benefits	\$ 1,241,009
Operating	\$ 68,732
Operating Equipment	\$ 8,159
Total	\$ 1,317,900

Civil Court-Sheriff

Salaries and Benefits	\$ 580,235
Operating	\$ 145,730
Operating Equipment	\$ 14,926
Total	\$ 740,891

Probate Court

Salaries and Benefits	\$ 1,118,623
Operating	\$ 197,938
Operating Equipment	\$ 20,649
Total	\$ 1,337,210

Juvenile Court

Salaries and Benefits	\$ 1,296,622
Operating	\$ 325,510
Operating Equipment	\$ 35,000
Total	\$ 1,657,132

Municipal Court

Salaries and Benefits	\$ 720,423
Operating	\$ 259,200
Operating Equipment	\$ 10,000
Total	\$ 989,623

Grand Jury

Salaries and Benefits	\$ 5,457
Operating	\$ 51,970
Operating Equipment	\$ -
Total	\$ 57,427

Public Defender

Salaries and Benefits	\$ -
Operating	\$ 4,308,988
Operating Equipment	\$ -
Total	\$ 4,308,988

Sheriff

Salaries and Benefits	\$ 38,685,974
Operating	\$ 16,286,376
Operating Equipment	\$ 1,817,682
Total	\$ 56,790,032

Fire

Salaries and Benefits	\$ 29,746,970
Operating	\$ 4,259,898
Operating Equipment	\$ 110,000
Total	\$ 34,116,868

Coroner

Salaries and Benefits	\$ 396,104
Operating	\$ 362,700
Operating Equipment	\$ 2,000
Total	\$ 760,804

Animal Welfare

Salaries and Benefits	\$ 864,110
Operating	\$ 408,902
Operating Equipment	\$ 62,757
Total	\$ 1,335,769

Emergency Management Agency

Salaries and Benefits	\$ 506,164
Operating	\$ 228,203
Operating Equipment	\$ 1,500
Total	\$ 735,867

Public Works

Salaries and Benefits	\$ 4,296,525
Operating	\$ 1,674,500
Operating Equipment	\$ 55,000
Total	\$ 6,026,025

Engineering

Salaries and Benefits	\$ 1,414,270
Operating	\$ 780,988
Operating Equipment	\$ 80,900
Total	\$ 2,276,158

Health

Salaries and Benefits	\$ -
Operating	\$ 1,098,250
Operating Equipment	\$ -
Total	\$ 1,098,250

Welfare

Salaries and Benefits	\$ -
Operating	\$ 4,340,647
Operating Equipment	\$ -
Total	\$ 4,340,647

Community Service

Salaries and Benefits	\$ -
Operating	\$ 4,745,980
Operating Equipment	\$ -
Total	\$ 4,745,980

Recreation

Salaries and Benefits	\$ 4,818,995
Operating	\$ 2,650,835
Operating Equipment	\$ 268,450
Total	\$ 7,738,280

Parks and Beautification

Salaries and Benefits	\$ 2,310,142
Operating	\$ 2,268,723
Operating Equipment	\$ 97,308
Total	\$ 4,676,173

Extension Service

Salaries and Benefits	\$ 313,833
Operating	\$ 56,280
Operating Equipment	\$ 16,000
Total	\$ 386,113

Code Enforcement

Salaries and Benefits	\$ 1,675,814
Operating	\$ 273,000
Operating Equipment	\$ 58,000
Total	\$ 2,006,814

Industrial & Urban Development

Salaries and Benefits	\$ -
Operating	\$ 8,925,400
Operating Equipment	\$ -
Total	\$ 8,925,400

Economic and Community Development

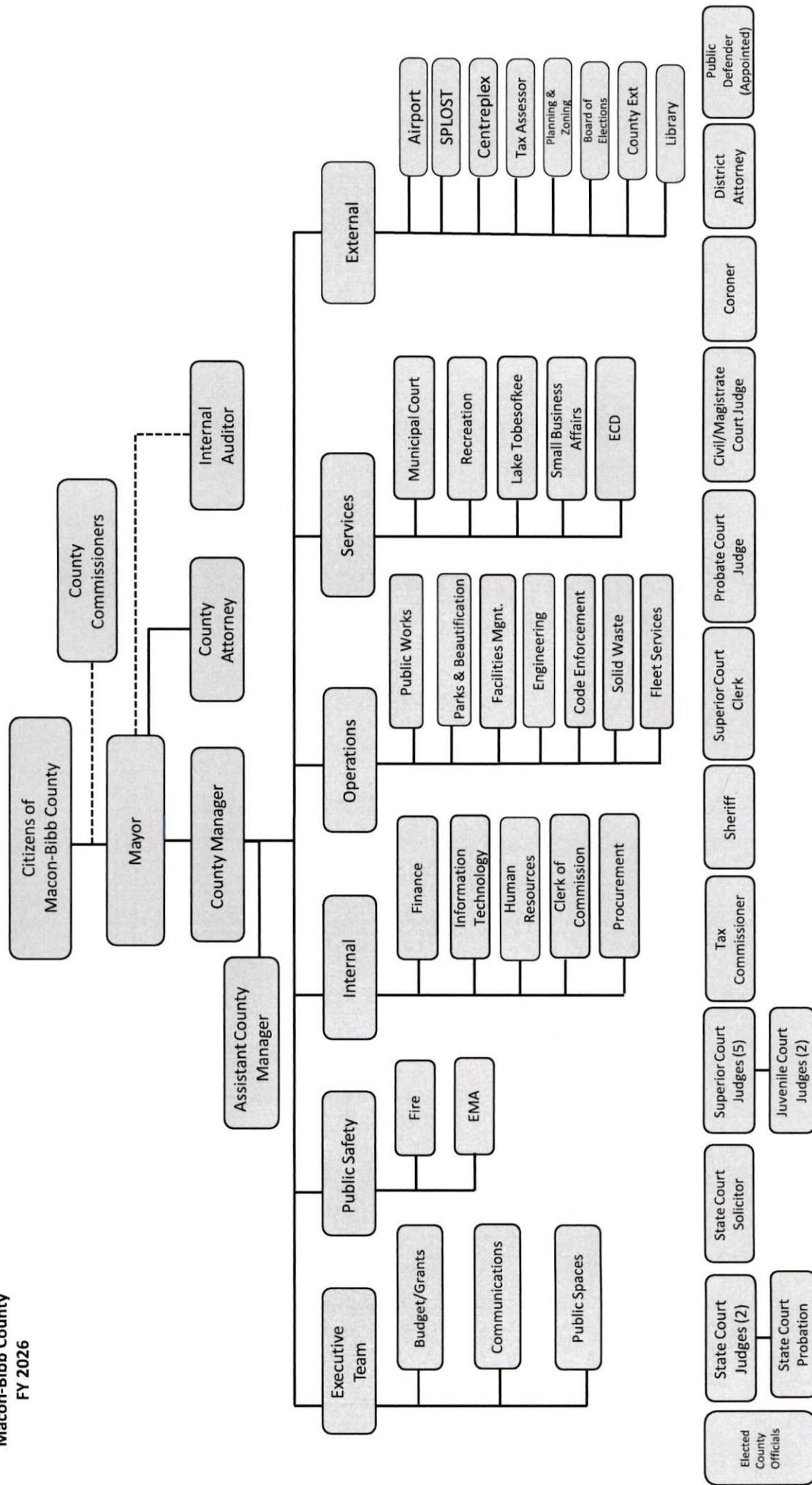
Salaries and Benefits	\$ -
Operating	\$ 45,000
Operating Equipment	\$ -
Total	\$ 45,000

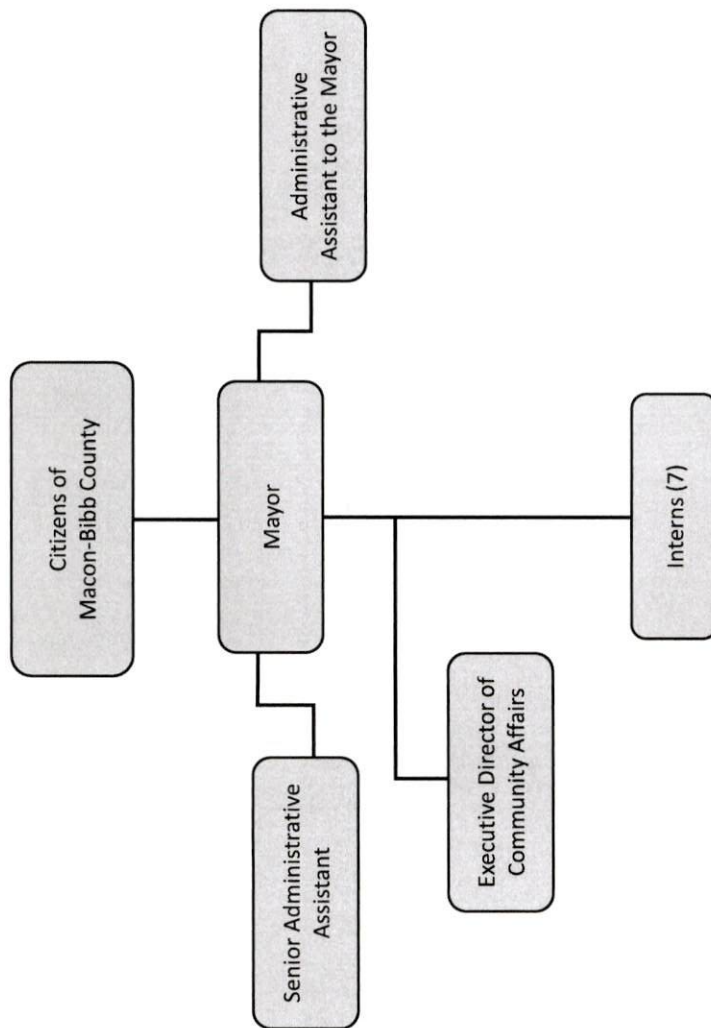
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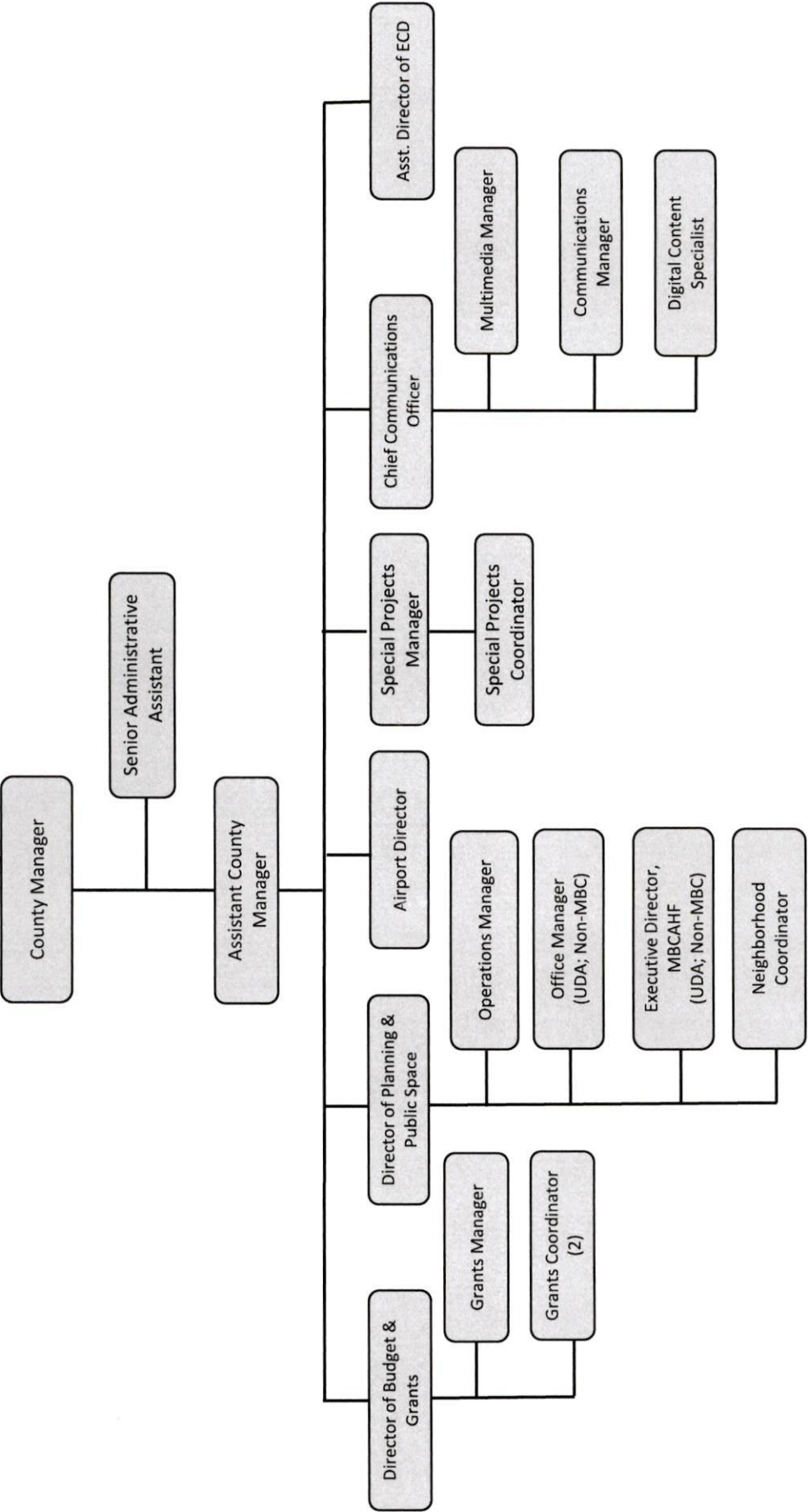
Salaries and Benefits	\$ -
Operating	\$ 9,592,654
Operating Equipment	\$ -
	\$ 9,592,654

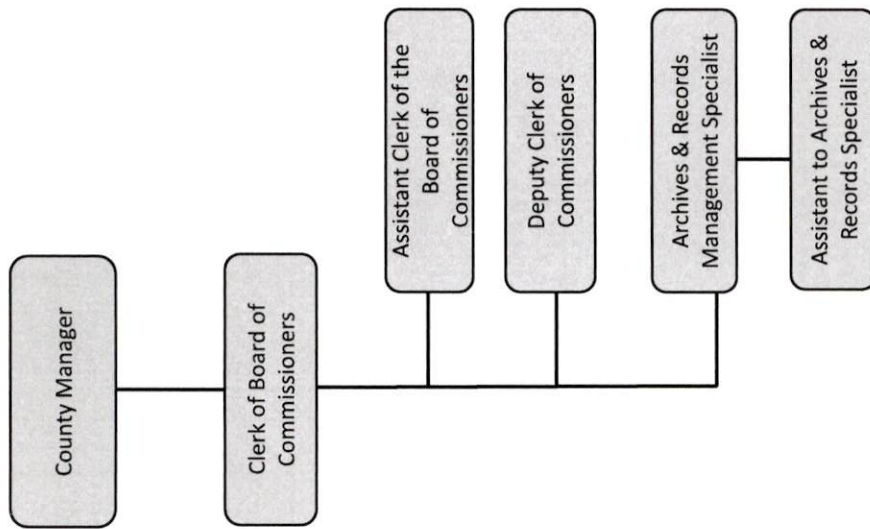
Total General Fund Budget	\$ 219,835,706
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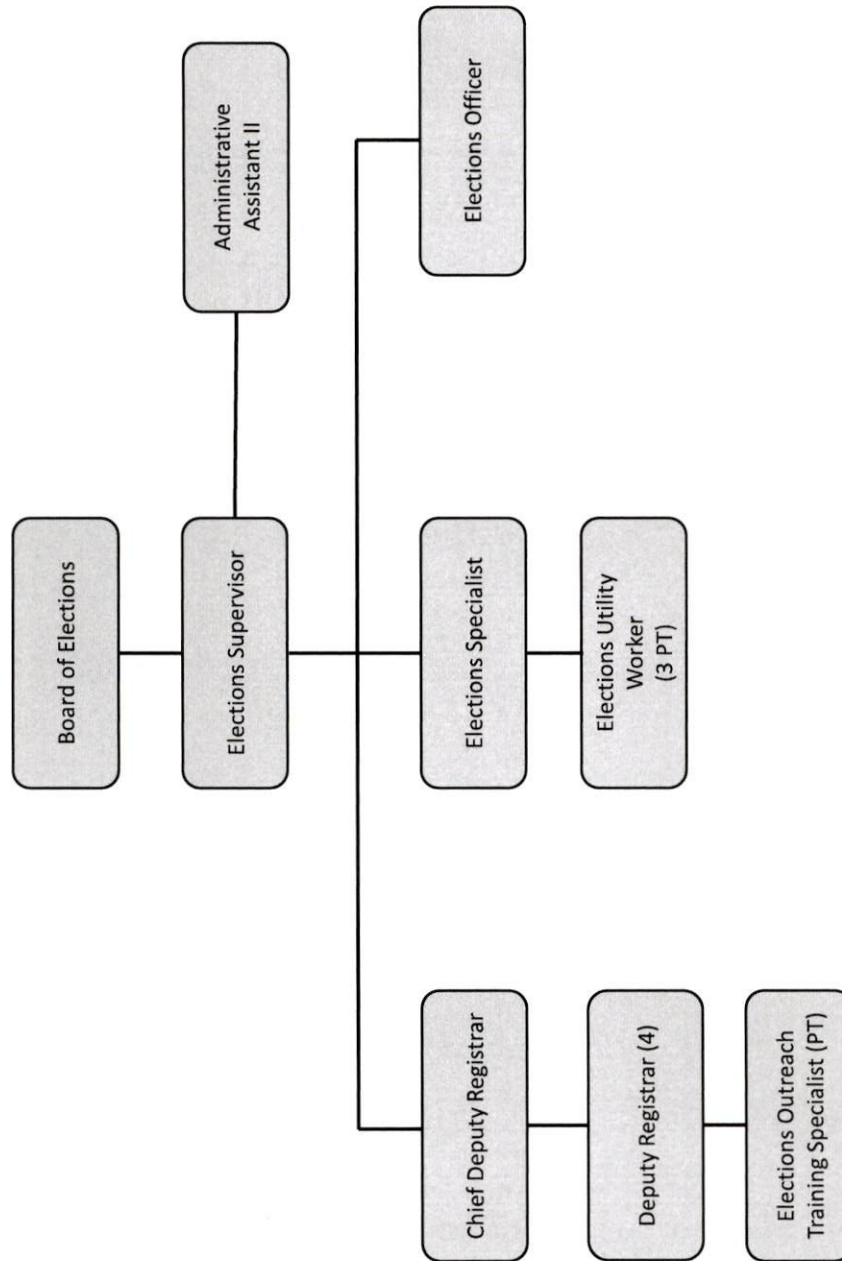
EXHIBIT B

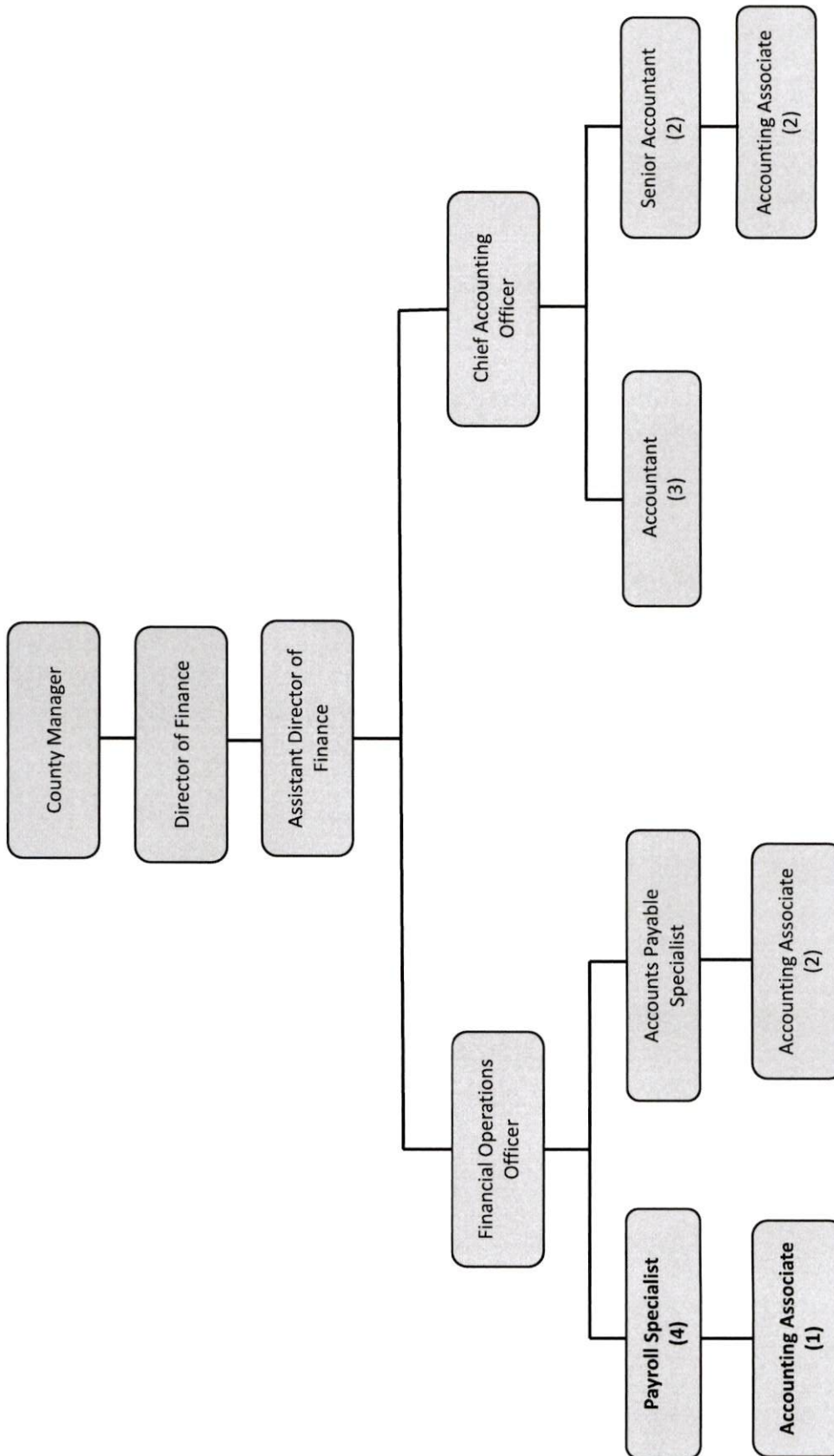


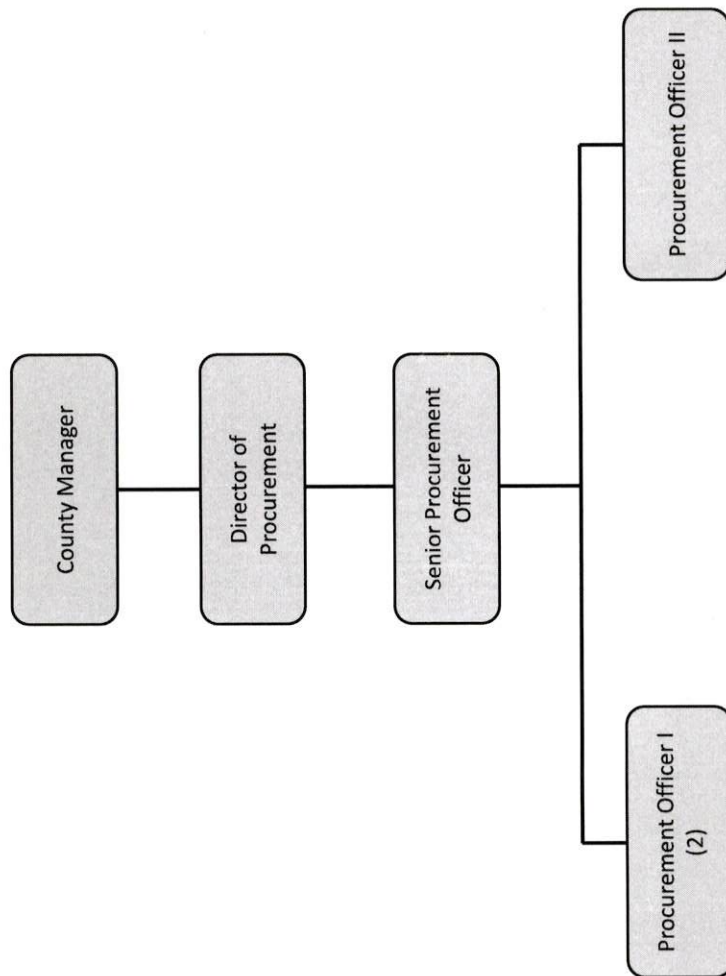


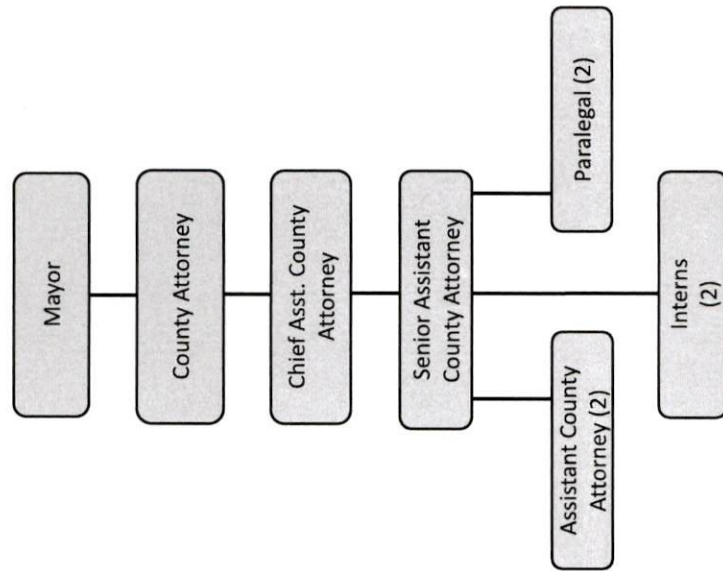


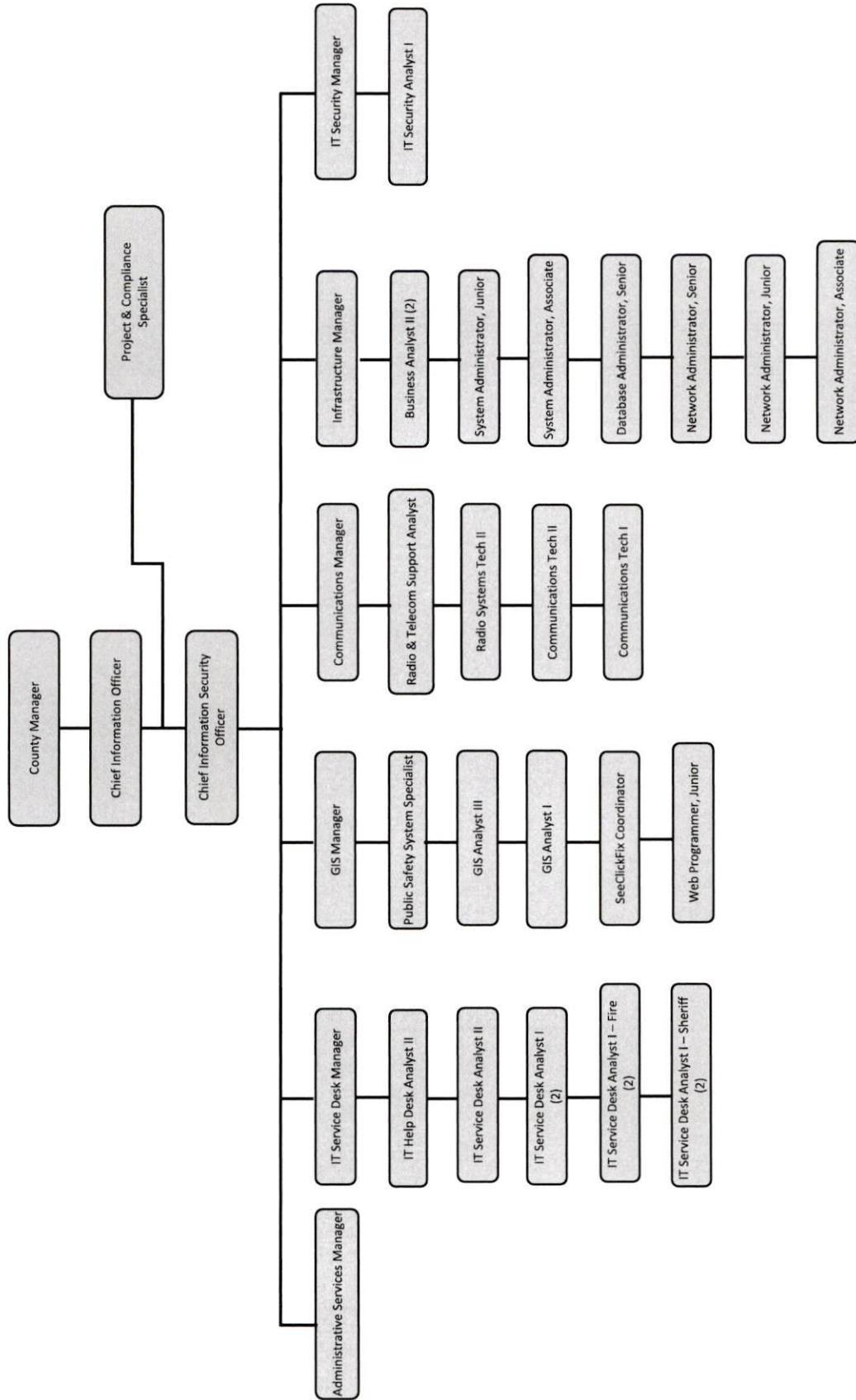


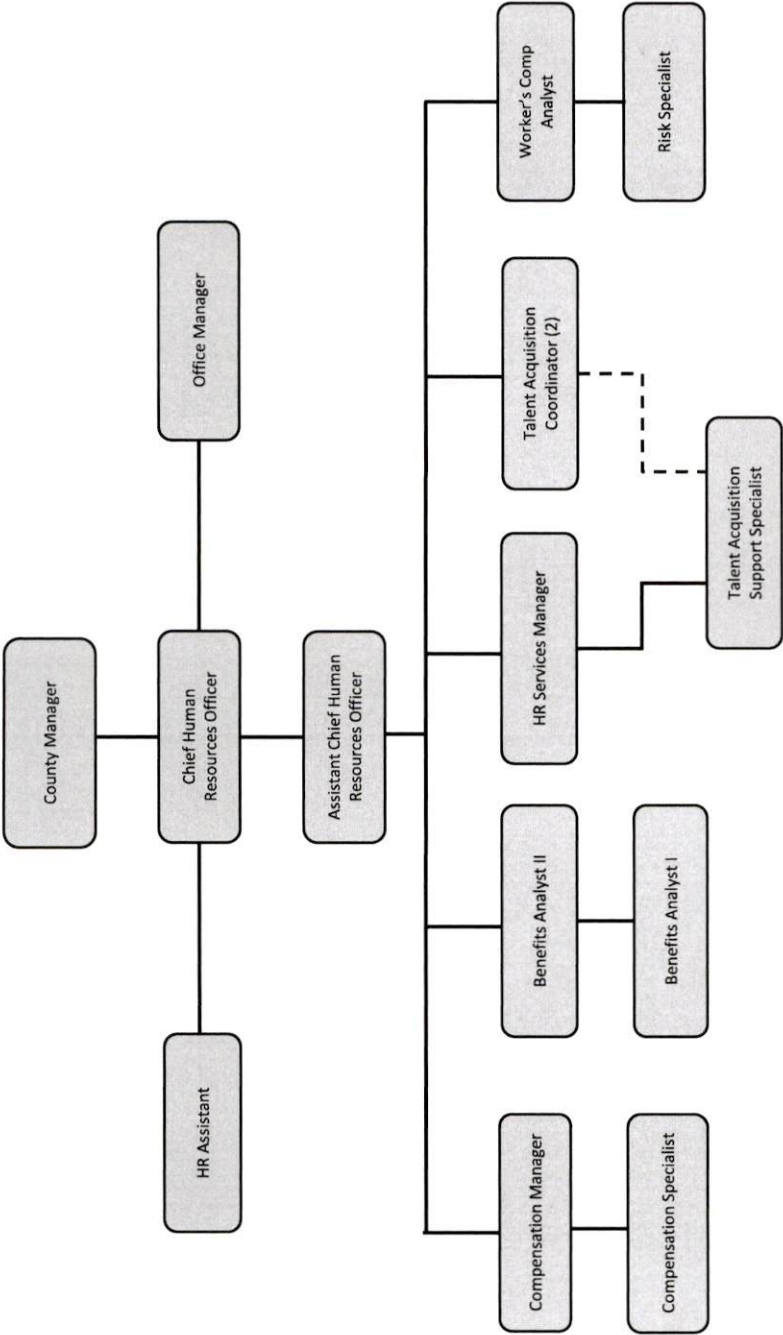


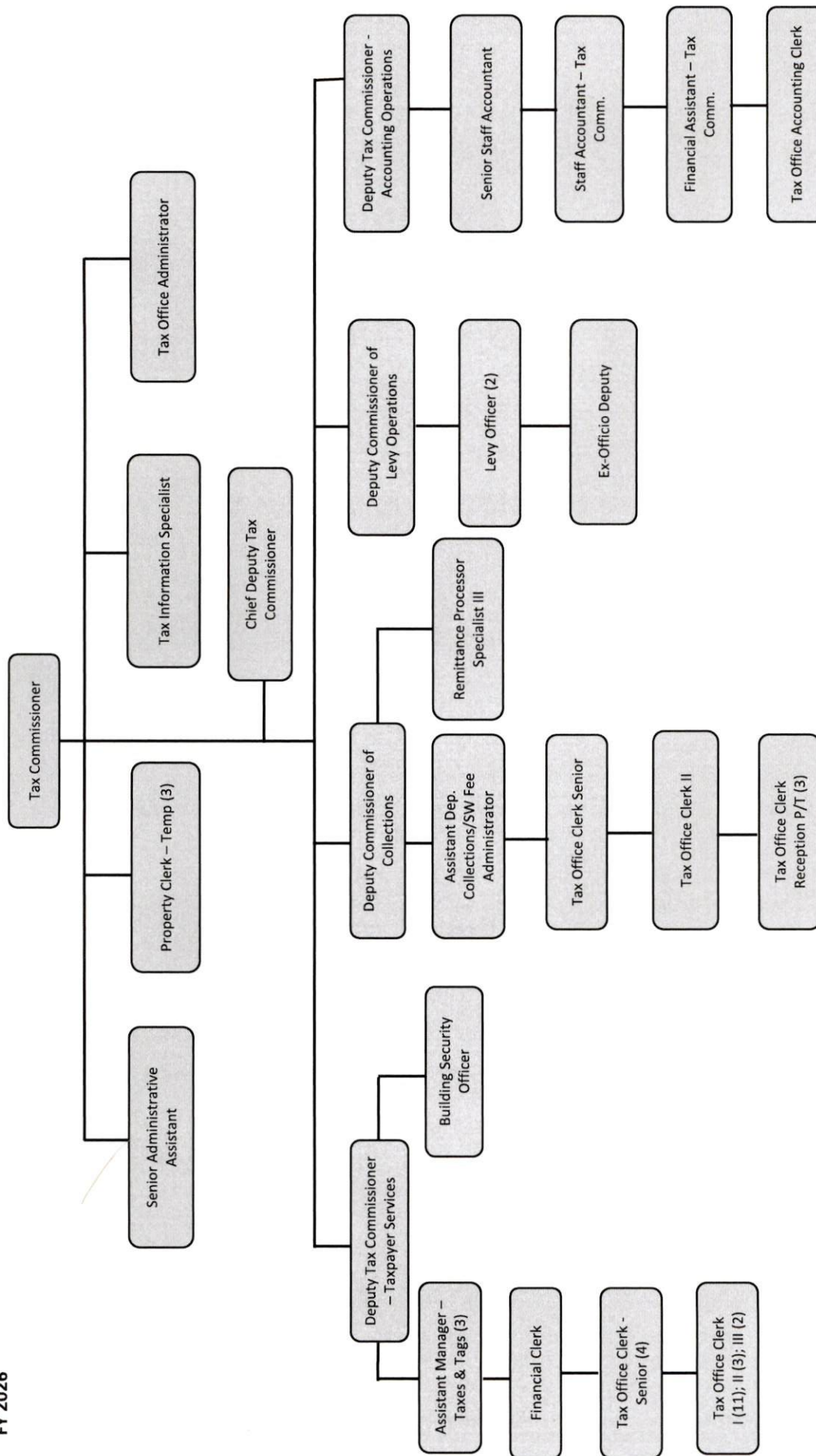


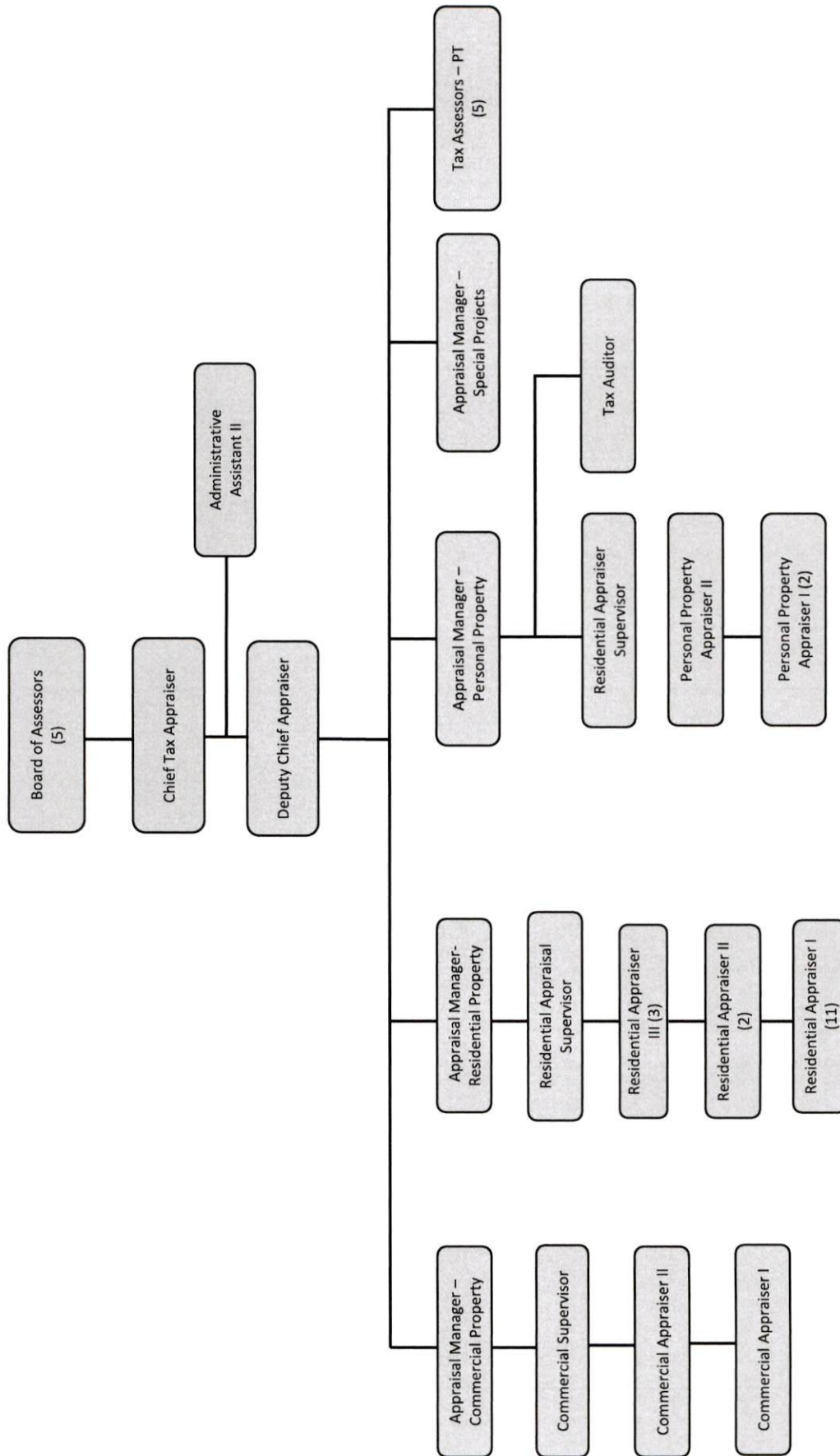




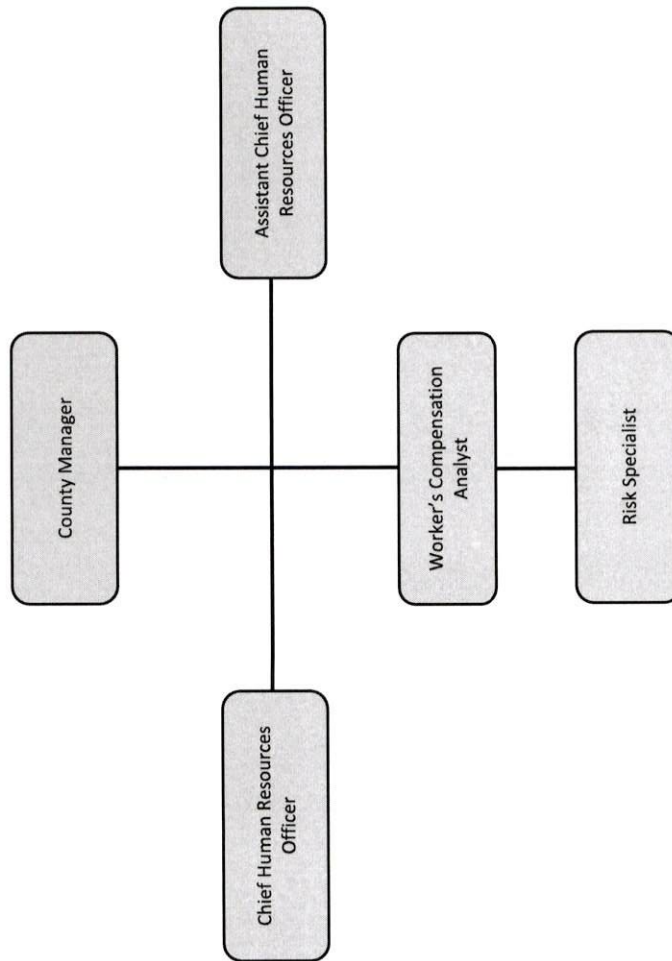


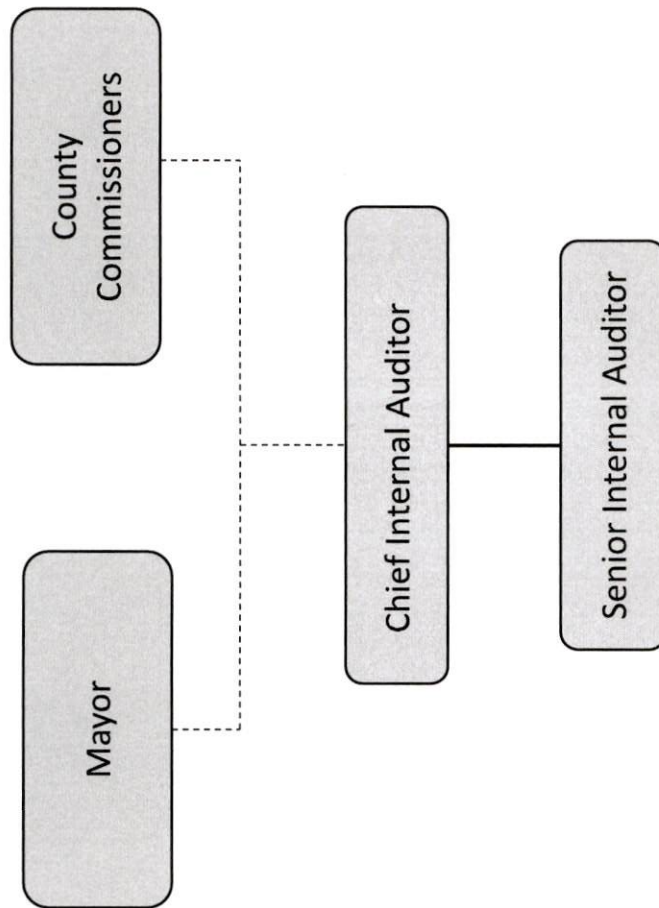


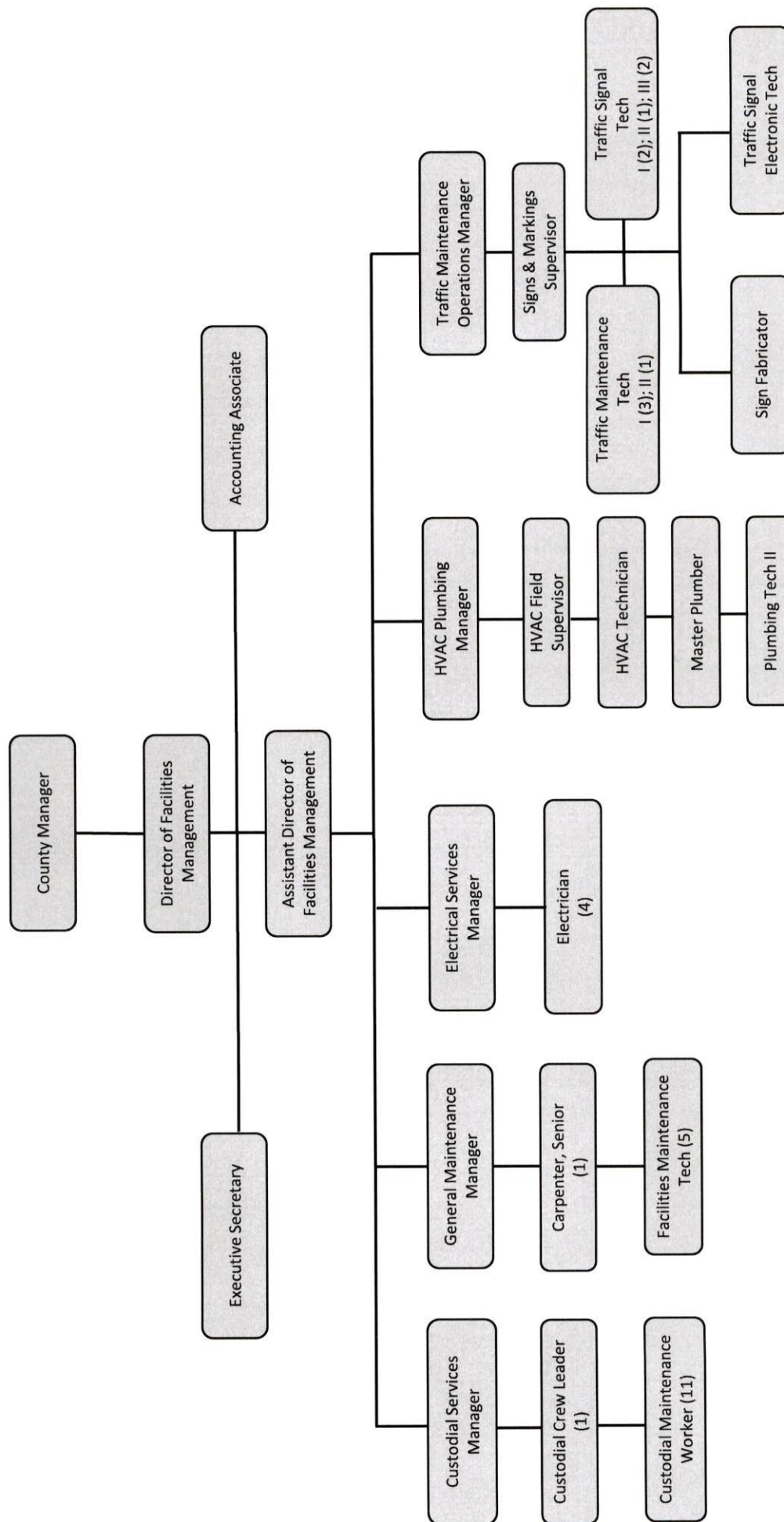


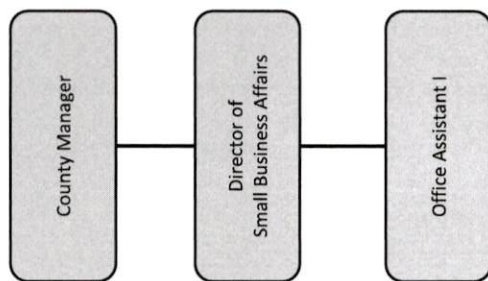


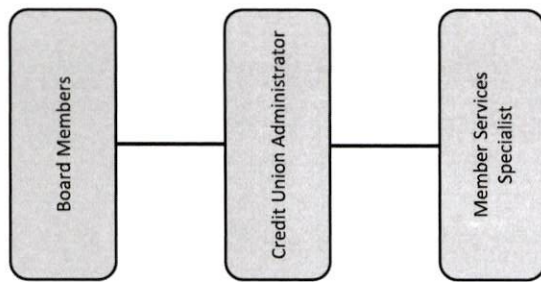
Worker's Compensation/Risk
Management
FY 2026

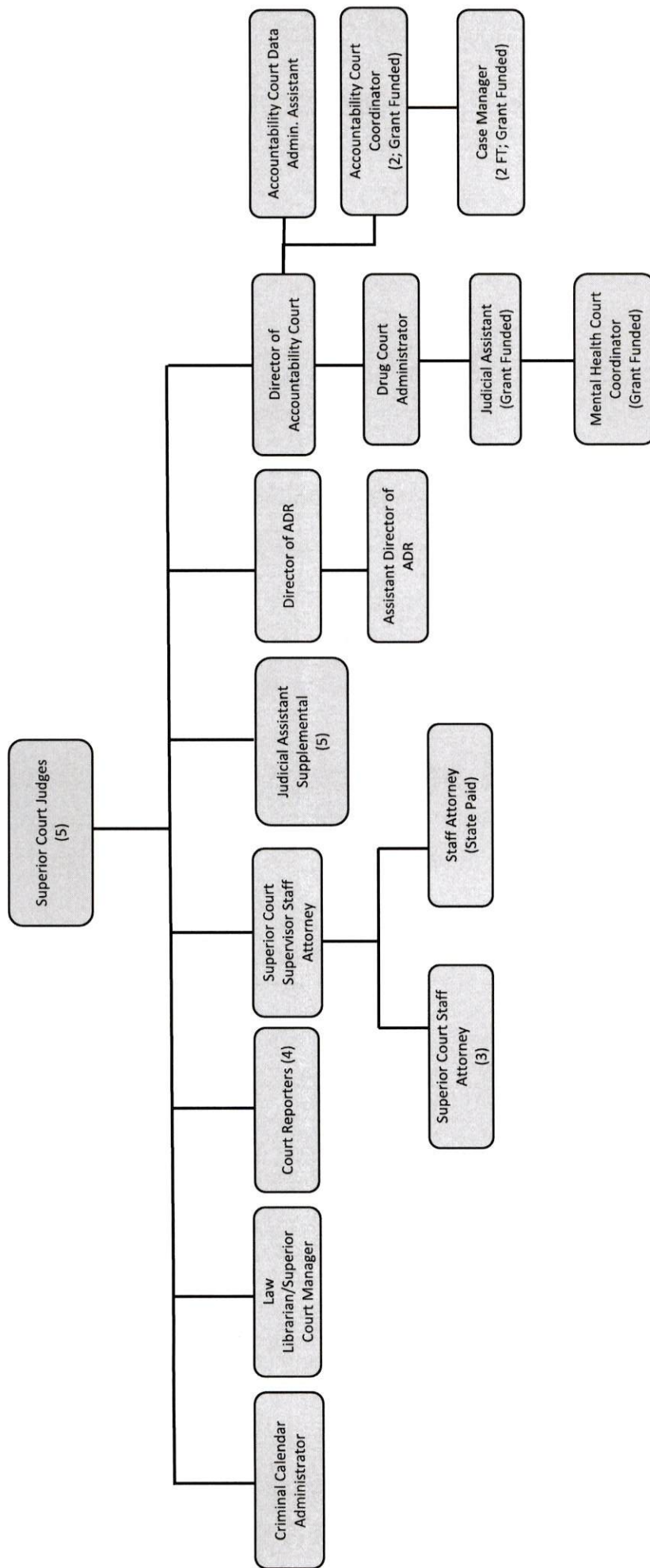


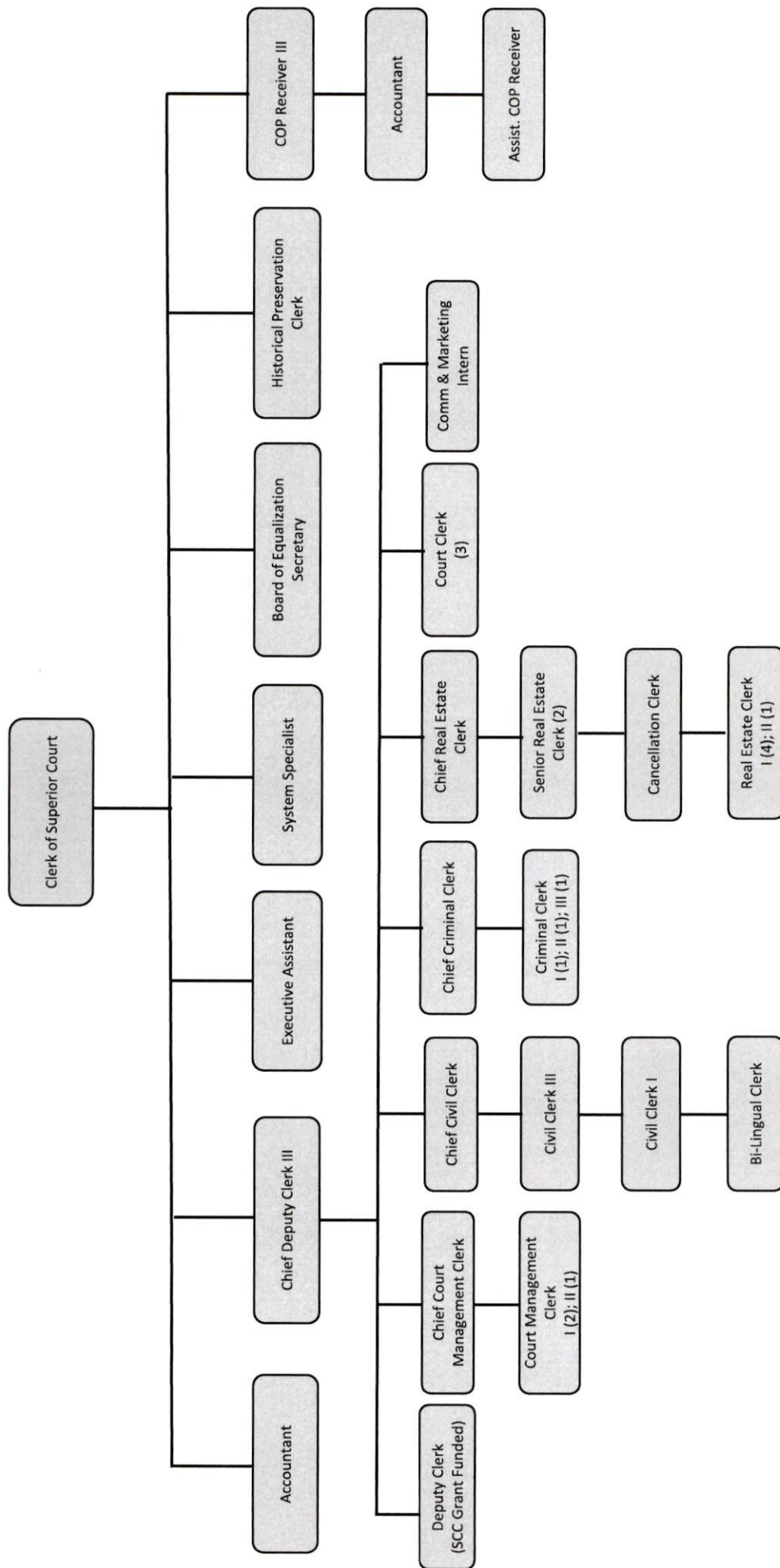




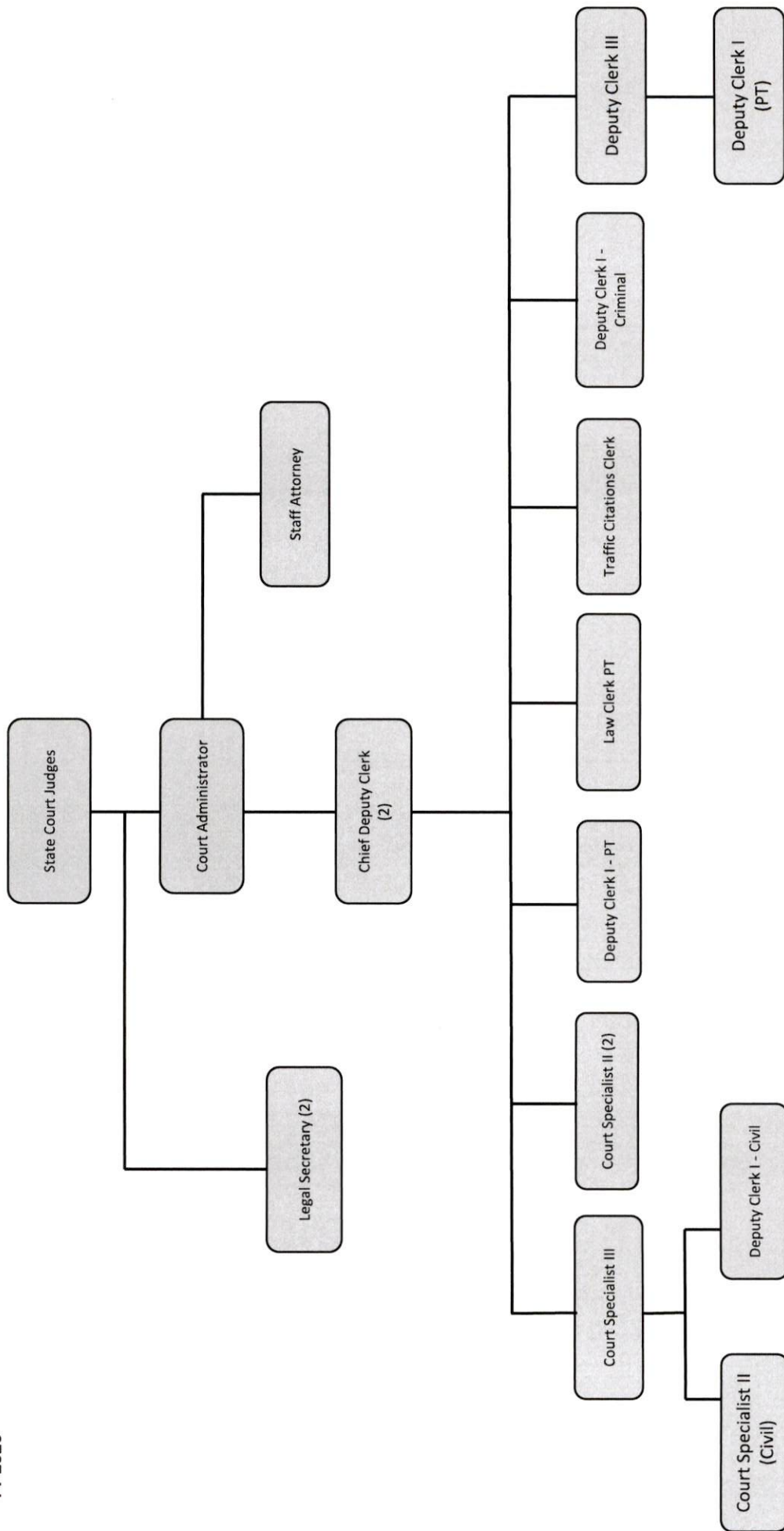


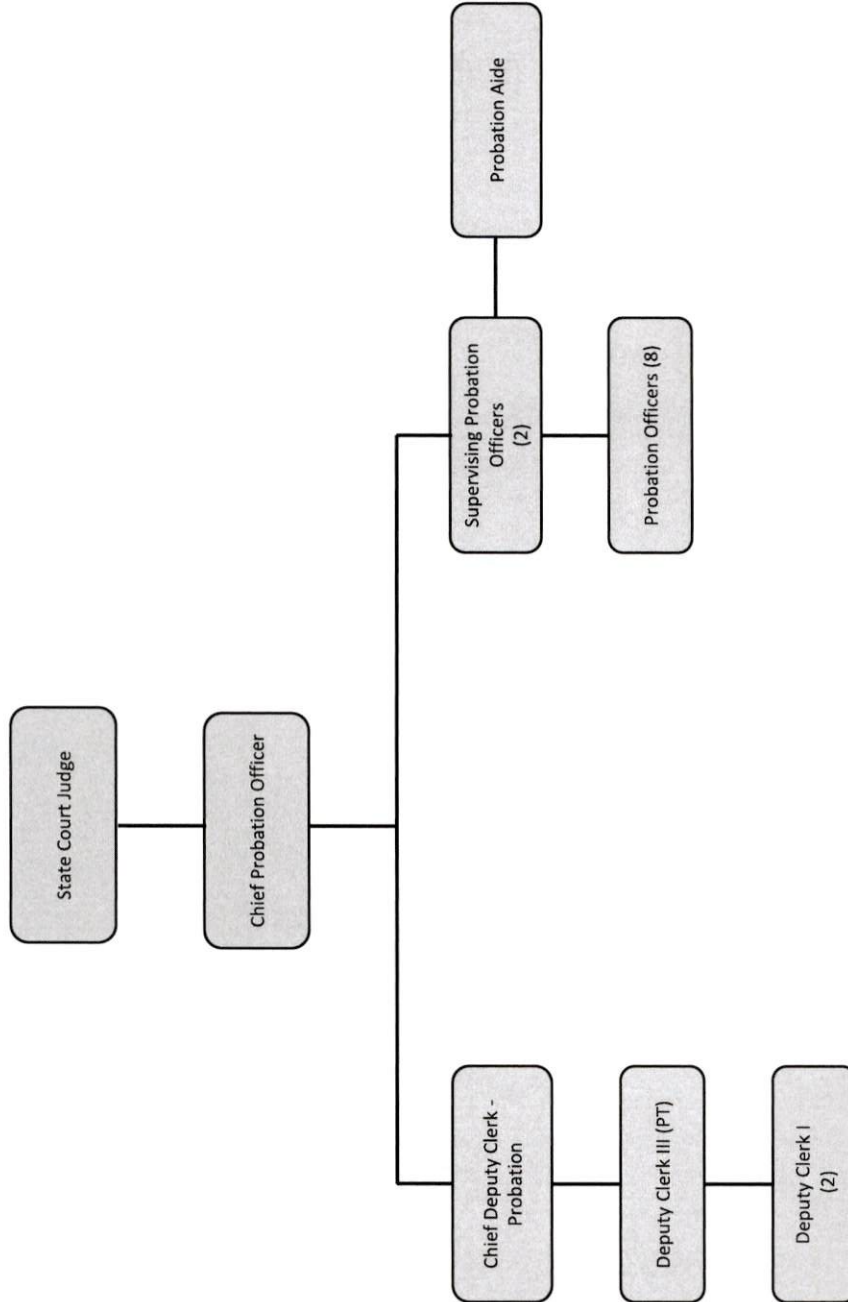


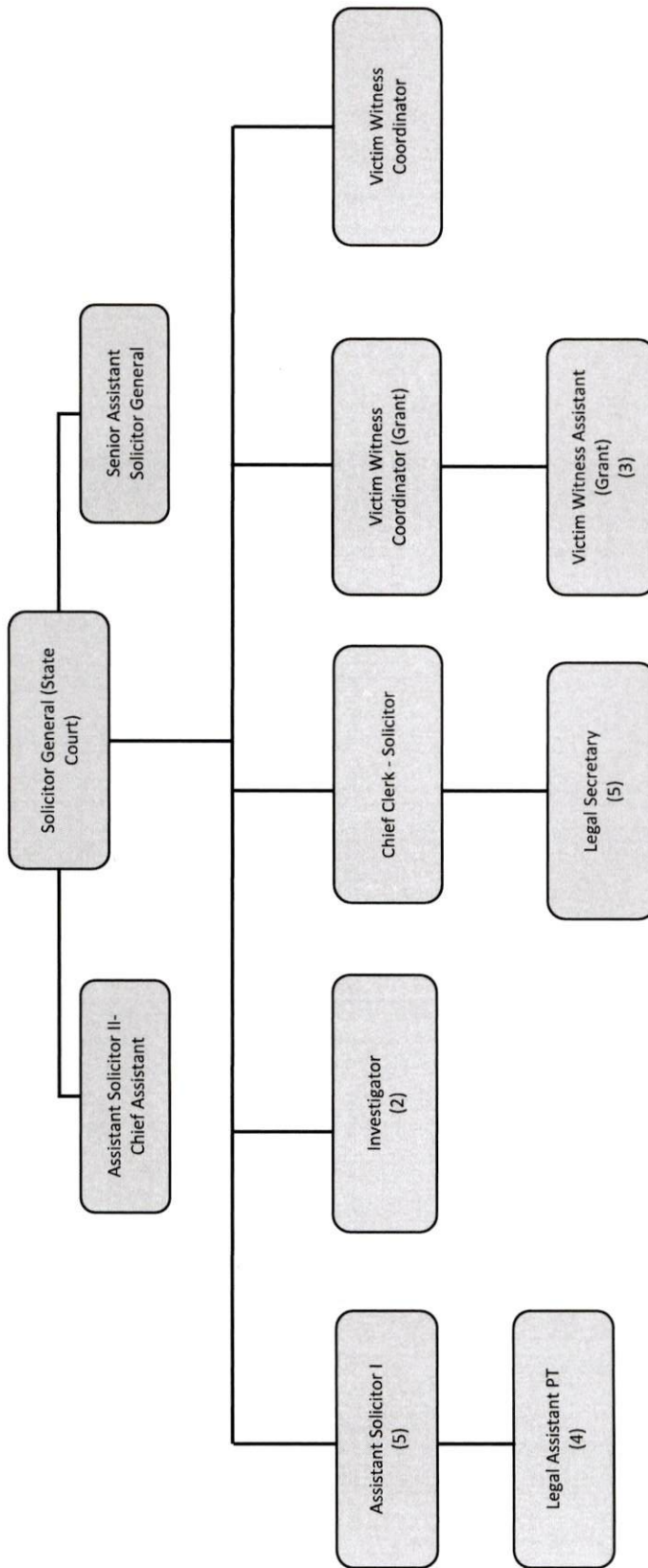


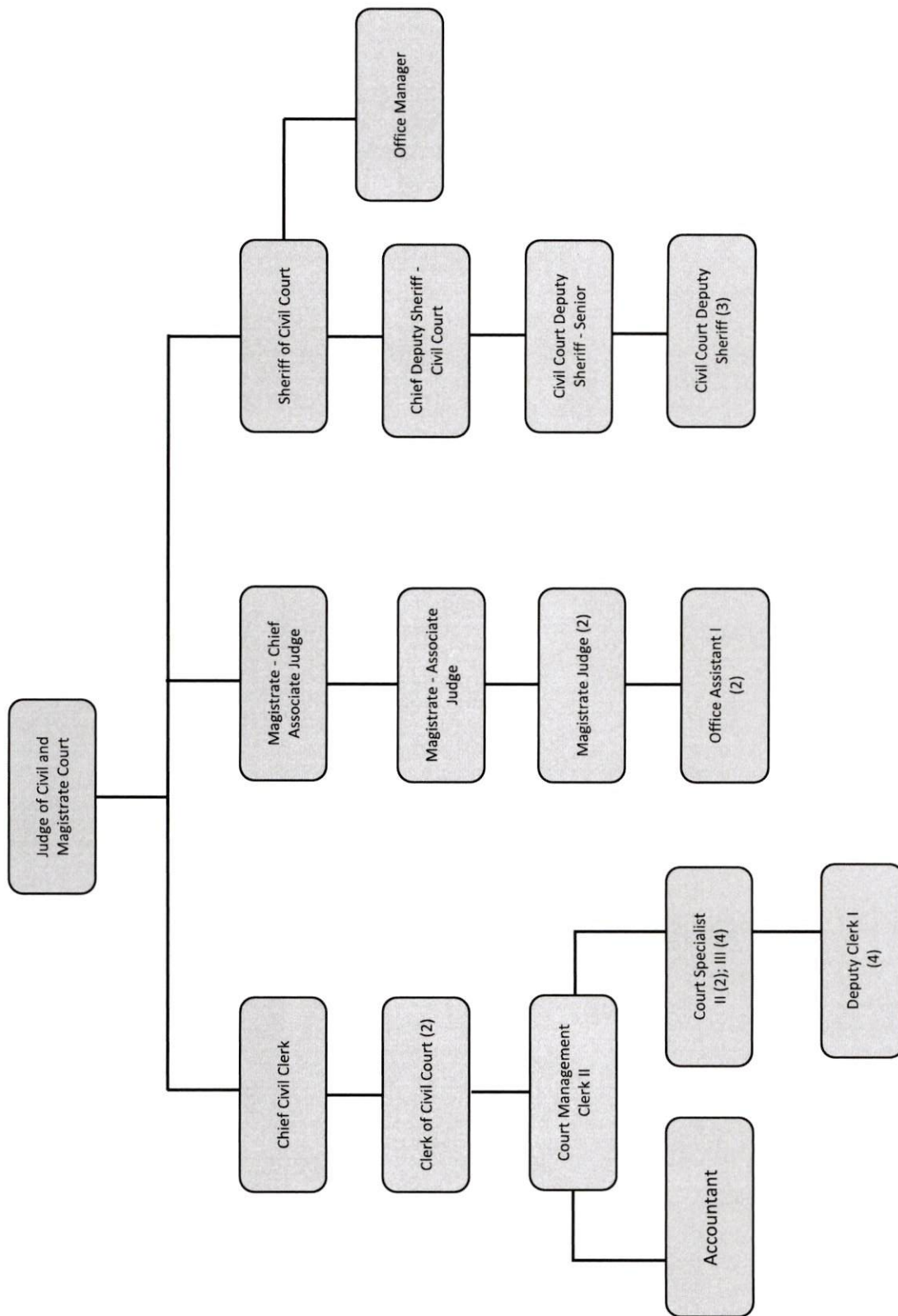


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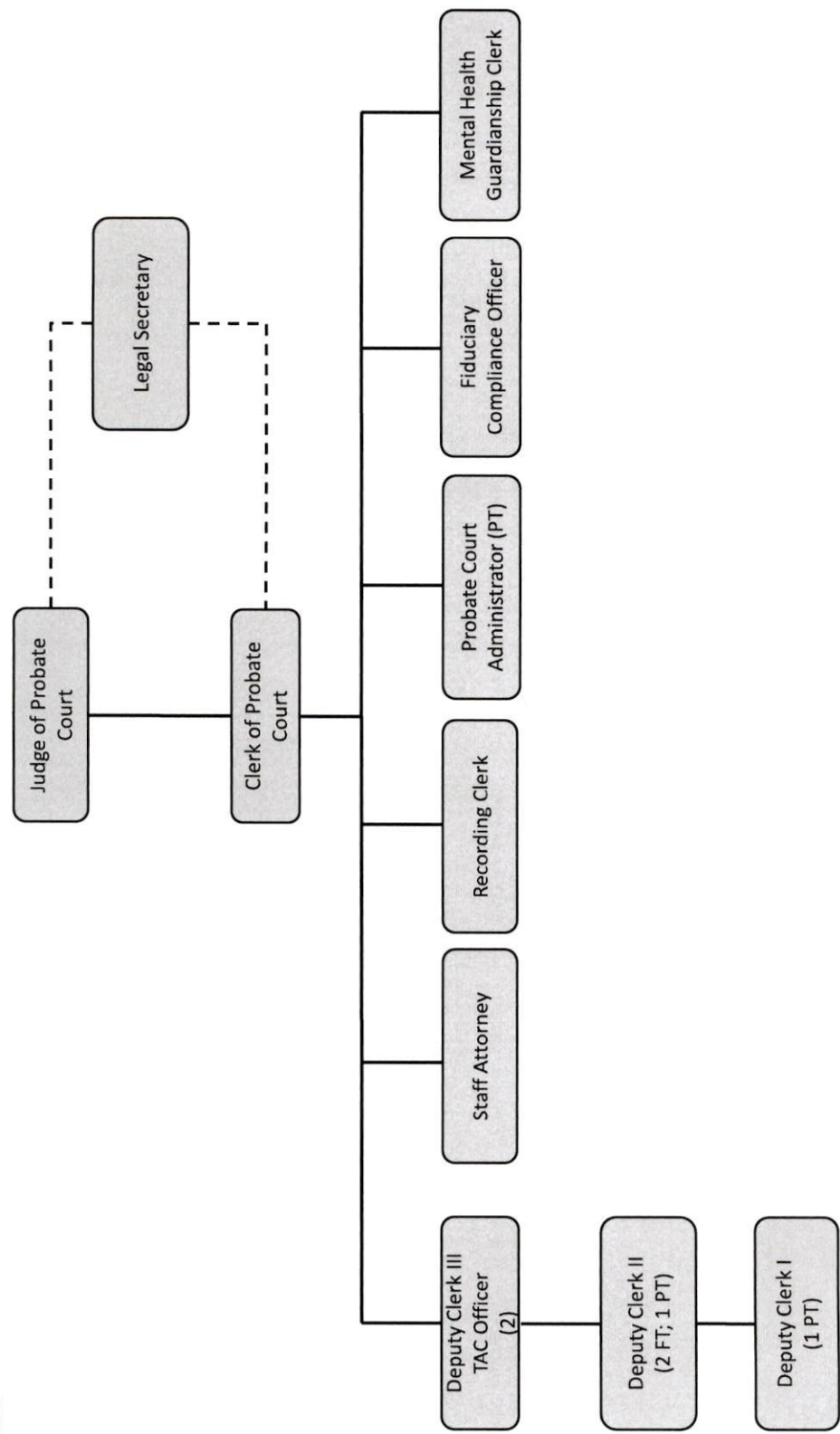


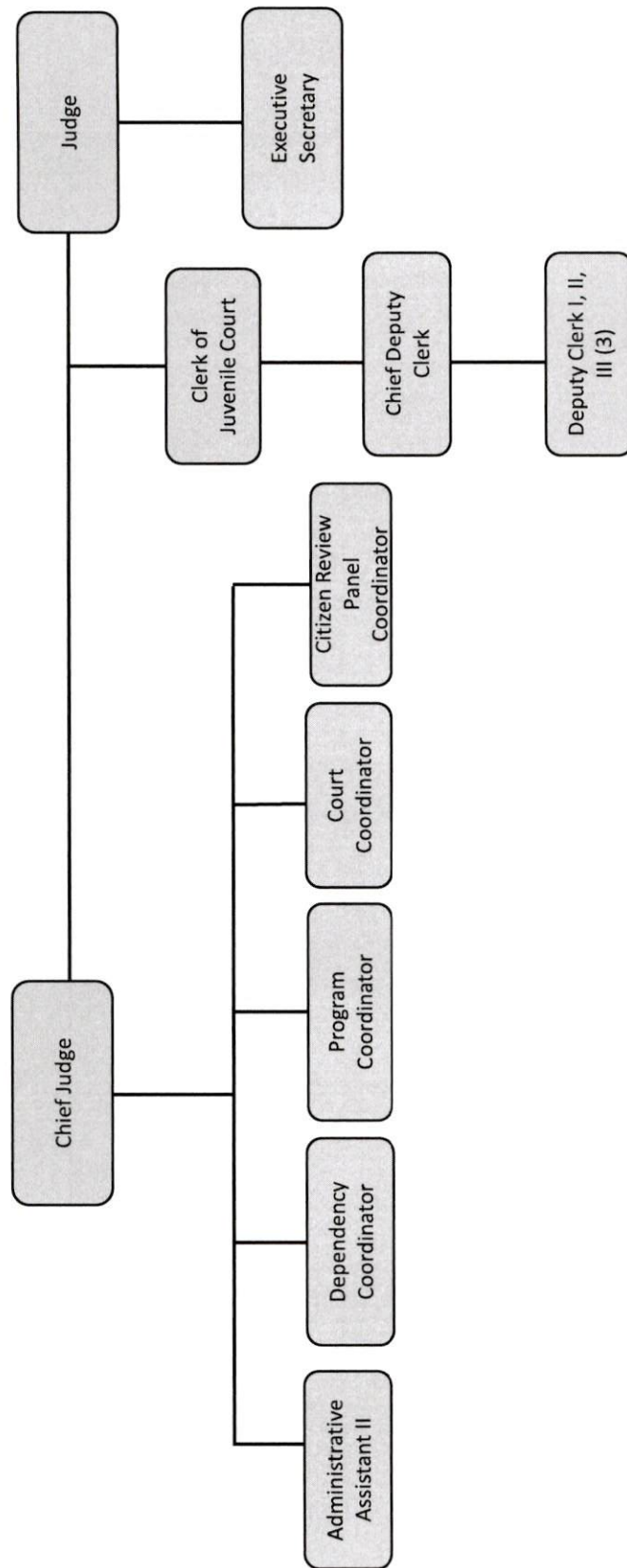


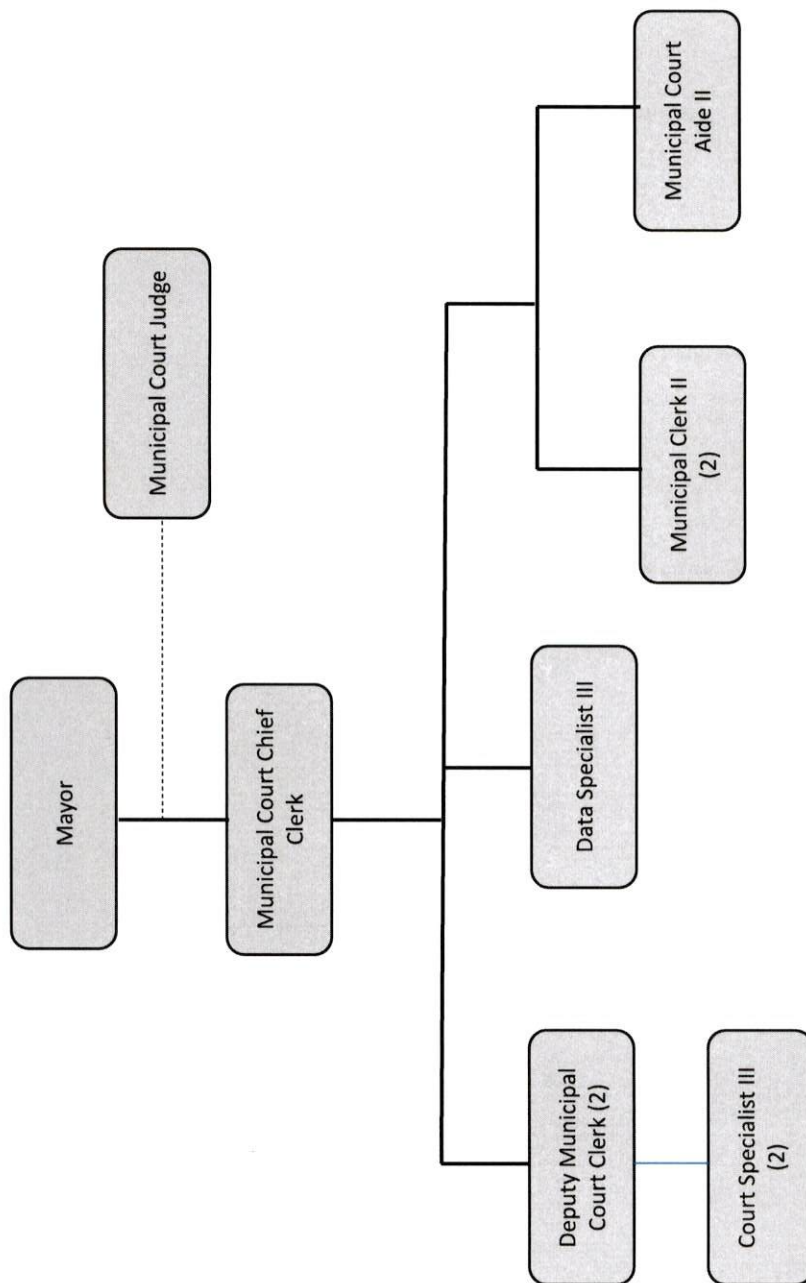




Probate Court
FY 2026







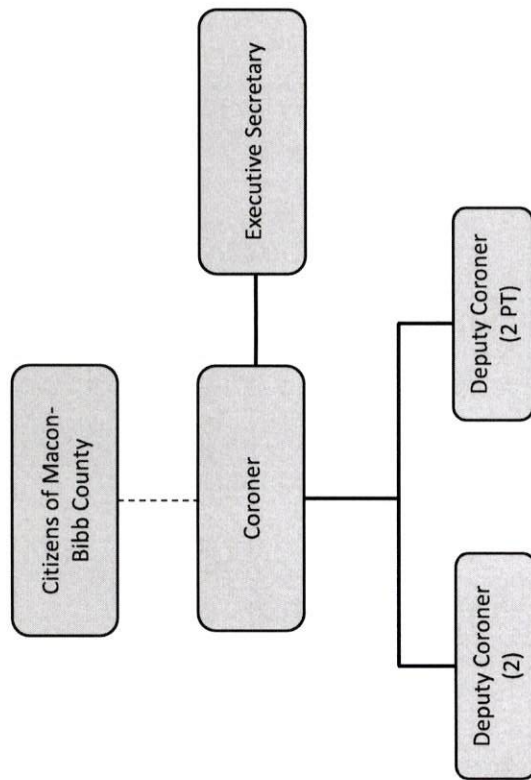


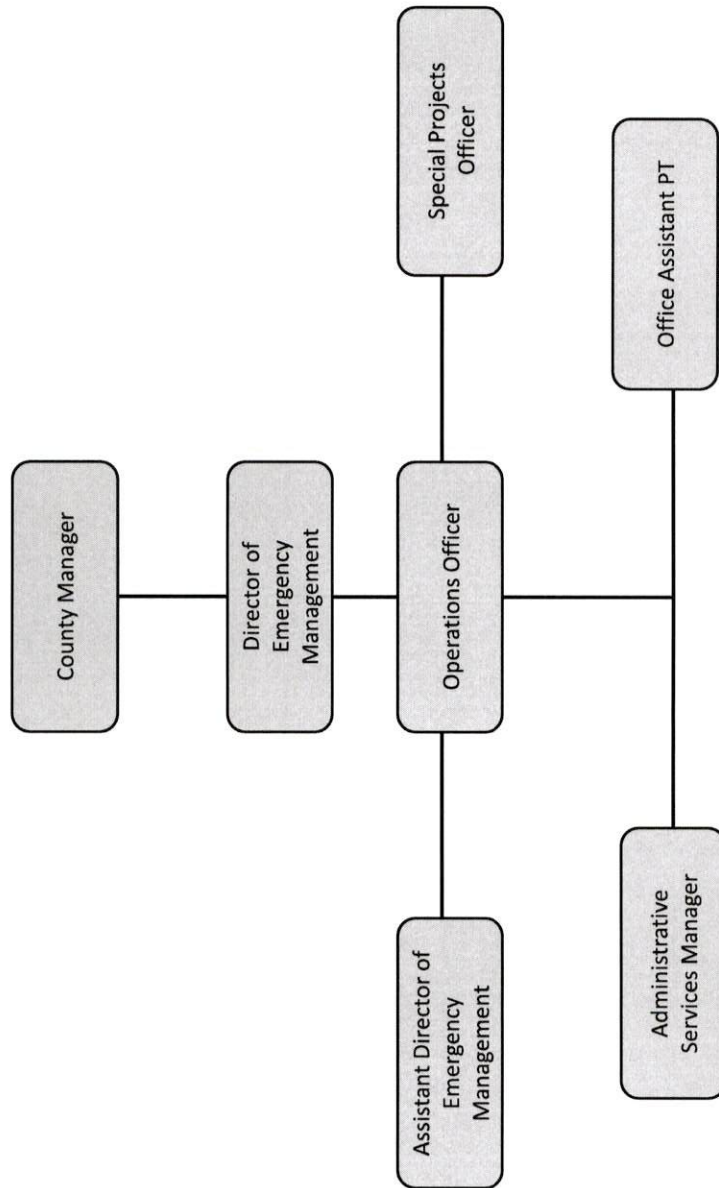
SHERIFF

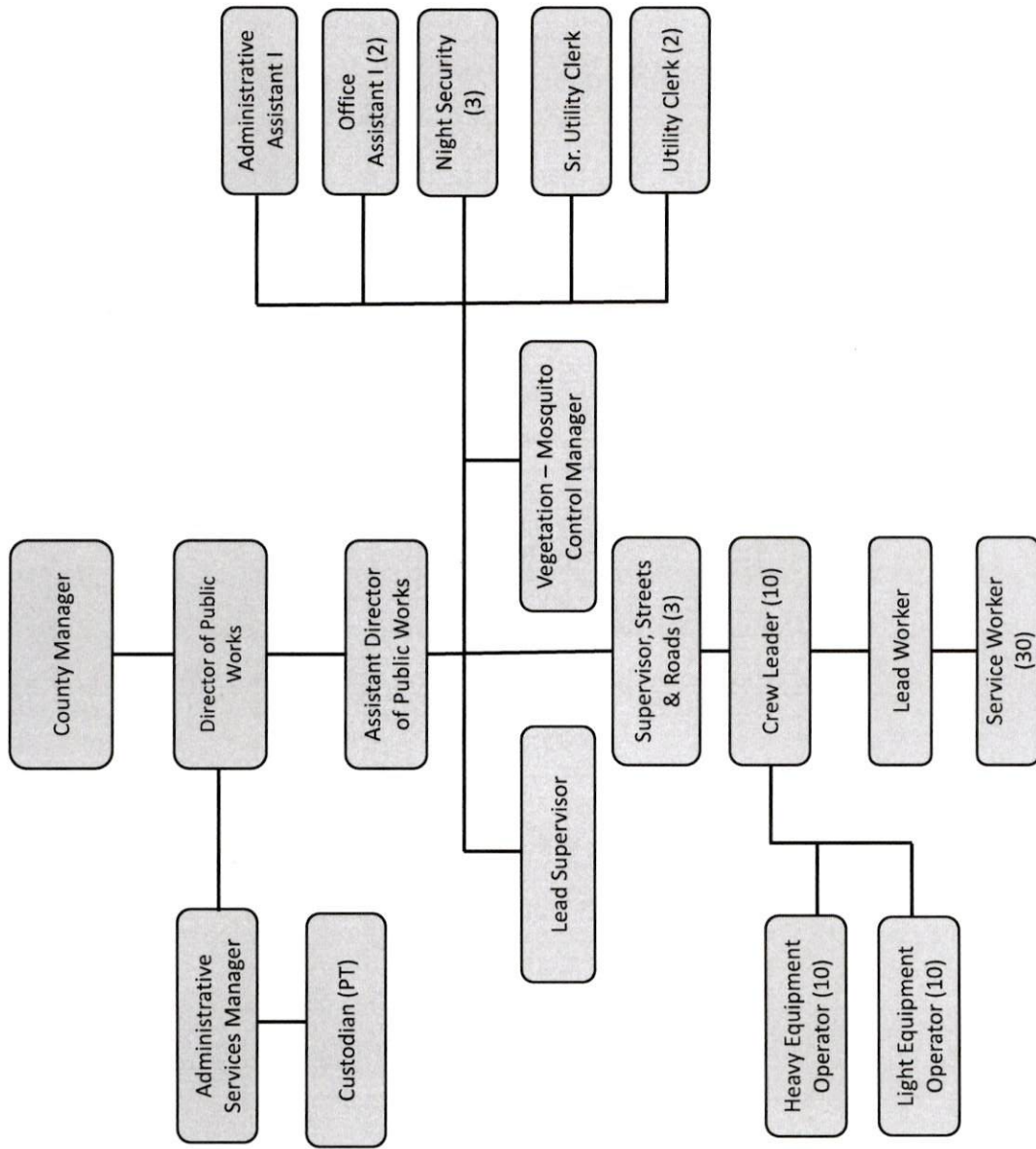


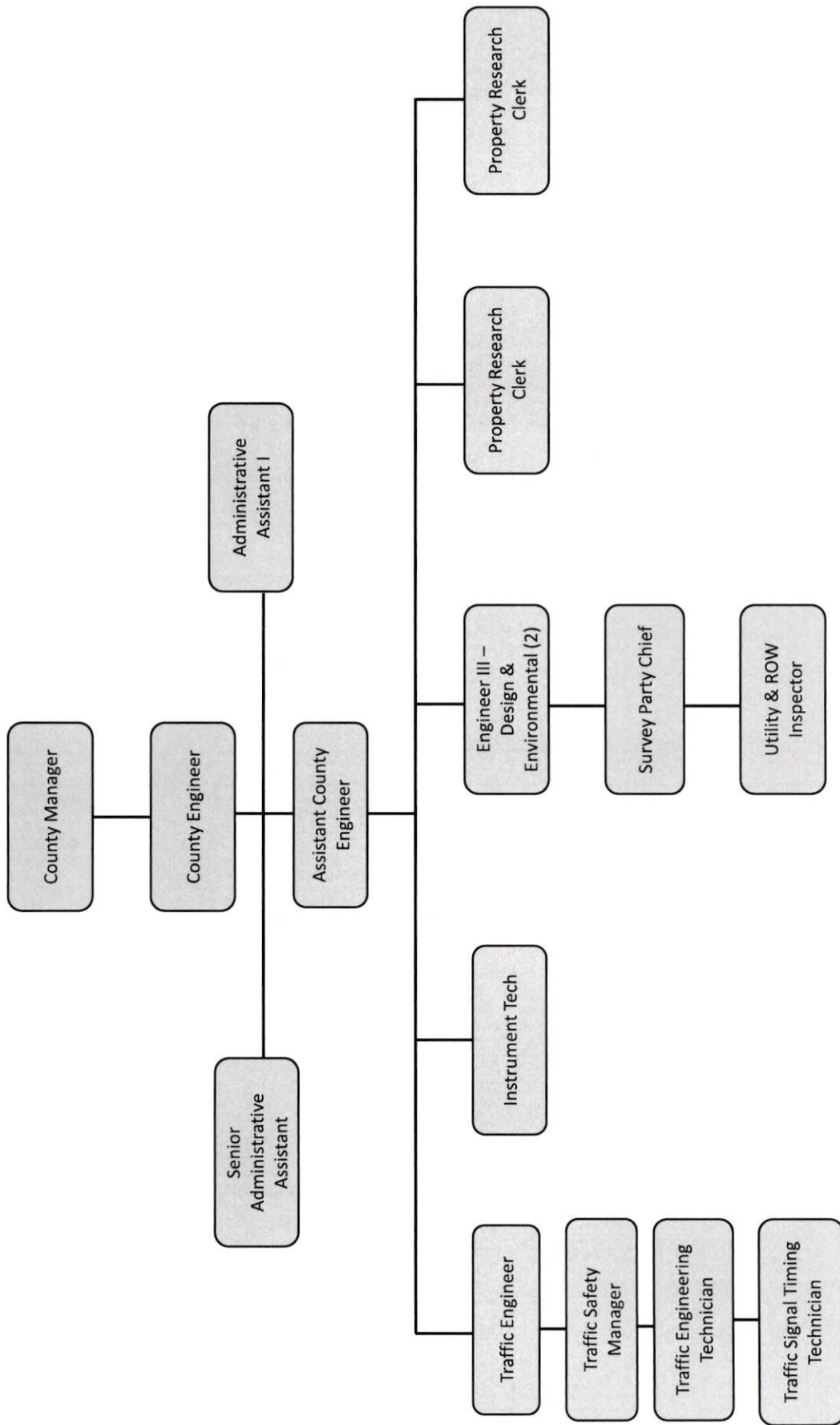

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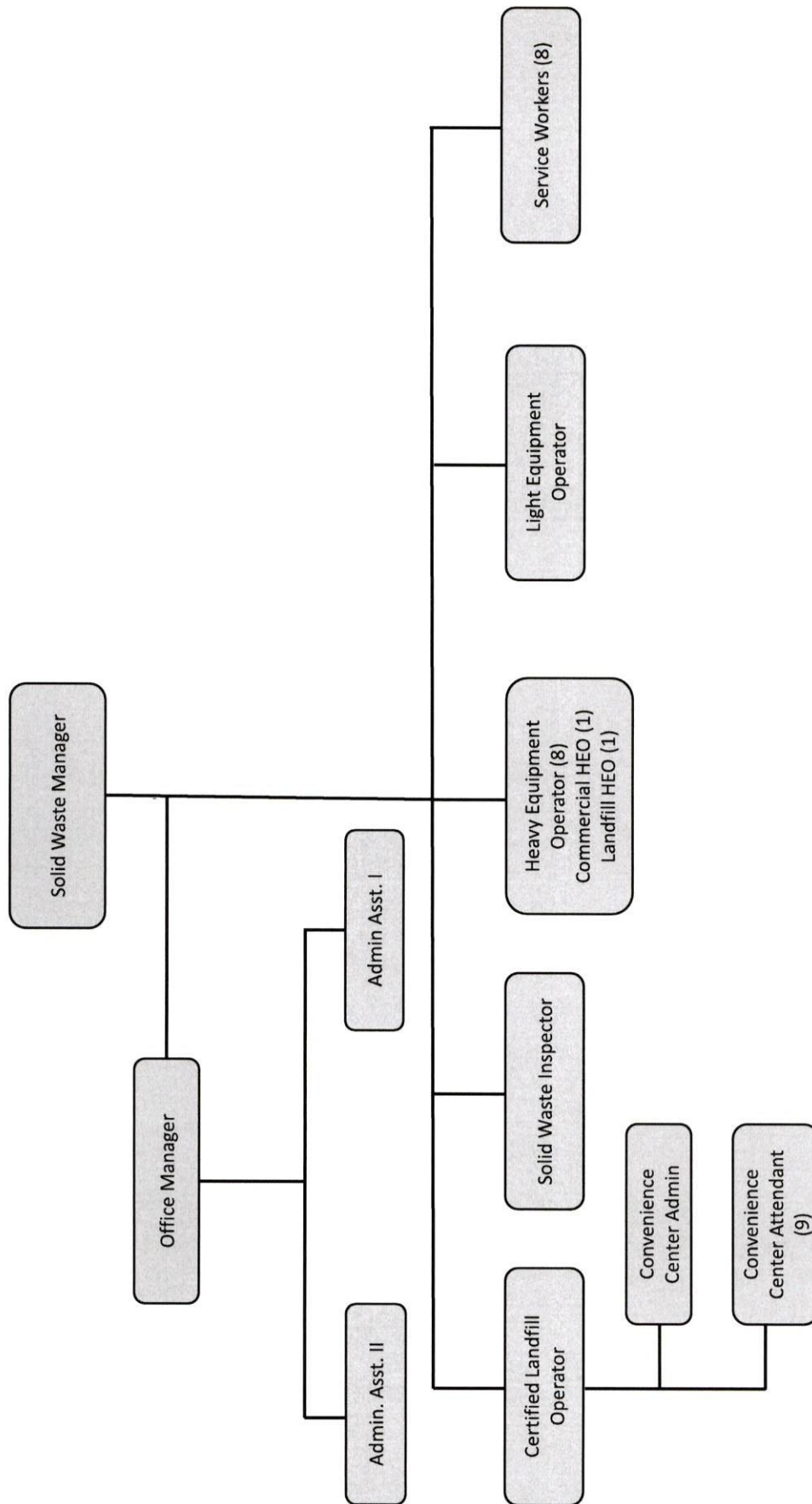
graph TD
    Chief[Chief of Fire] --> AdminDir[Administrative Support Operations Director]
    Chief --> AsstChief[Assistant Chief of Fire]
    
    AdminDir --> SpecialOps[Special Operations/  
Safety Officer  
(Capt.)]
    AdminDir --> DeputyAdmin[Deputy Chief of  
Administration]
    
    DeputyAdmin --> FirePreventionDir[Fire Prevention Director]
    DeputyAdmin --> LeadArson[Lead Arson Investigator  
(Capt.)]
    DeputyAdmin --> EVTII[EVT - II Fire Mechanic]
    DeputyAdmin --> FireTrainingDir[Fire Training Director]
    
    FirePreventionDir --> E911[E-911 Liaison Captain]
    FirePreventionDir --> AsstFirePrevention[Assistant Fire Prevention Director  
(Capt.)]
    FirePreventionDir --> FireInsps[Fire Inspectors/Investigators  
(LT) (7)]
    FirePreventionDir --> FireSafetyEdu[Fire Safety Educator (LT)]
    
    EVTII --> EVTI[EVT - I Fire Mechanic]
    
    FireTrainingDir --> LeadFireInstructor[Lead Fire Instructor  
(Capt.)]
    FireTrainingDir --> LeadEMSInstructor[Lead EMS Instructor  
(Capt.)]
    
    LeadFireInstructor --> FireInstructor[Fire Instructor  
(Lt.)]
    LeadEMSInstructor --> EMSInstructor[EMS Instructor  
(LT)]
    
    FireInstructor --> DualFireInstructor[Dual Fire Enrollment Instructor (Lt)]
    EMSInstructor --> DualFireInstructor
    
    AdminDir --> AsstBudget[Administrative Assistant Budget/  
Procurement]
    AdminDir --> AsstOps[Administrative Assistant Operations/  
Training]
    AdminDir --> AsstPublic[Administrative Assistant Public Relations  
Coordinator]
    AdminDir --> AsstPayroll[Administrative Assistant Payroll Assistance]
    AdminDir --> AsstRisk[Administrative Assistant Community Risk Reduction Services]
    AdminDir --> EnvServices[Environmental Services]
    
    AsstChief --> BattChief1[Battalion Chief 1  
(3)]
    AsstChief --> BattChief2[Battalion Chief 2  
(3)]
    AsstChief --> BattChief3[Battalion Chief 3  
(3)]
    
    BattChief1 --> Capt1[Captains  
(7)]
    BattChief1 --> Lieut1[Lieutenants  
(23)]
    BattChief1 --> Serg1[Sergeants  
(30)]
    BattChief1 --> Firefighter1[Firefighter/EMT  
(66)]
    
    Capt1 --> Lieut1
    Lieut1 --> Serg1
    Serg1 --> Firefighter1
    
    BattChief2 --> Capt2[Captains  
(11)]
    BattChief2 --> Lieut2[Lieutenants  
(19)]
    BattChief2 --> Serg2[Sergeants  
(30)]
    BattChief2 --> Firefighter2[Firefighter/EMT  
(75)]
    
    Capt2 --> Lieut2
    Lieut2 --> Serg2
    Serg2 --> Firefighter2
    
    BattChief3 --> Capt3[Captains  
(10)]
    BattChief3 --> Lieut3[Lieutenants  
(23)]
    BattChief3 --> Serg3[Sergeants  
(33)]
    BattChief3 --> Firefighter3[Firefighter/EMT  
(72)]
    
    Capt3 --> Lieut3
    Lieut3 --> Serg3
    Serg3 --> Firefighter3
  
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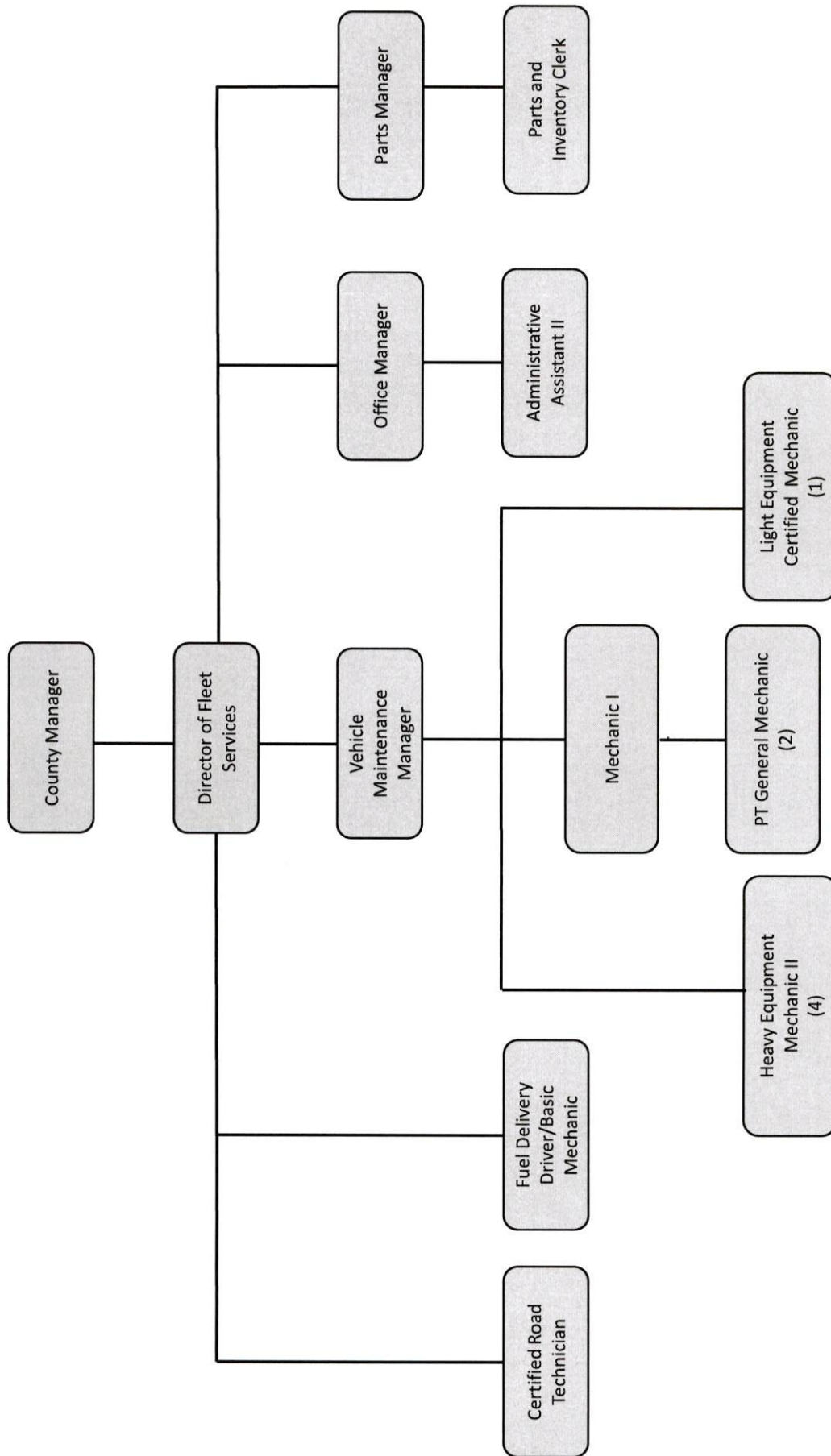













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graph TD
    CM[County Manager] --> DR[Director of Recreation]
    DR --> AD[Assistant Director of Recreation]
    AD --> SA[Senior Administrative Assistant]
    AD --> RA[Recreation Programmer - Athletics (2)]
    AD --> AS[Administrative Services Manager]
    AD --> RPL[Recreation Leader (PT) (2)]
    AD --> RPP[Recreation Programmer - Programs (1)]
    AD --> SAL[Summer Activity Leaders (44; Seasonal)]
    AD --> STRL[Summer Teen Rec Leaders (9; Seasonal)]

    RA --> RLM[Athletic Maintenance Manager]
    RA --> RLA[Recreation Leader - Athletic/Aquatics]
    RA --> ROM[Recreation Operations Manager (2)]
    RA --> RPLM[Recreation Leader - Sr Programs (3)]
    RA --> RPSM[Recreation Programmer - Sports Management (1)]

    RLM --> ACL[Athletic Crew Leader (3)]
    RLM --> AFMW[Athletic Field Maintenance Worker (6)]

    RLA --> CCS[Community Center Supervisor (10)]
    RLA --> CCI[Center Coordinator II (11); I (14)]
    RLA --> CMC[Custodial Maintenance Worker (9)]
    RLA --> CLPT[Center Leader PT]
    RLA --> RLPT[Recreation Leader (PT) (6)]
    RLA --> HLG[Head Lifeguard (6)]
    RLA --> LG[Lifeguards (33; Seasonal)]

    ROM --> CCSup[Community Center Supervisor (10)]
    ROM --> CCI[Center Coordinator II (11); I (14)]
    ROM --> CMC[Custodial Maintenance Worker (9)]
    ROM --> CLPT[Center Leader PT]
    ROM --> RLPT[Recreation Leader (PT) (6)]
    ROM --> HLG[Head Lifeguard (6)]
    ROM --> LG[Lifeguards (33; Seasonal)]

    RPSM --> TSM[Tennis & Pickleball Manager]
    RPSM --> TC[Tennis Coordinator (4)]
    RPSM --> RA[Recreation Attendant]
    RPSM --> TAP[Tennis Aide PT (7)]
    RPSM --> CM[Custodial Maintenance Worker (2)]
  
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