



Board of County Commissioners Pre-Commission Meeting

July 15, 2025 | 4:30 PM

City Hall
700 Poplar Street
Macon, GA 31201

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

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. June 17, 2025 Pre-Commission Minutes (Sponsored by: Lester M. Miller, Mayor)

3. Alcohol Licenses

- a. Georgia Family Alliance Inc - 2920 Houston Ave, Macon, GA 31206
Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)
- b. Murphy Express # 8519 - 1402 Gray Highway, Macon, Georgia 31211
Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)
- c. The Social Duck - 476 Second Street, Macon, GA 31201
Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)

4. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Reappointing Dr. Sundra Woodford To The Macon-Bibb County Land Bank Authority Board Of Directors; (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Reappointing Judge Sarah Harris And Andrea Cooke To The Region Two (2) Department Of Behavioral Health And Developmental Disabilities Advisory Board; (Sponsored by: Lester M. Miller, Mayor)

- c. A Resolution Of The Macon-Bibb County Commission Reappointing Seth Clark To The Board Of Directors For Visit Macon, Inc.; (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Of The Macon-Bibb County Commission Reappointing Elaine Lucas To The Central Georgia Joint Development Authority; (Sponsored by: Lester M. Miller, Mayor)
- e. A Resolution Of The Macon-Bibb County Commission Reappointing Raymond Wilder To Serve As A Member Of The Macon Fire And Police Retirement Board Of Trustees; (Sponsored by: Lester M. Miller, Mayor)
- f. A Resolution Of The Macon-Bibb County Commission Reappointing Nancy White And Yameika Head To The Bibb County Department Of Family And Children Services Board; (Sponsored by: Lester M. Miller, Mayor)
- g. A Resolution Of The Macon-Bibb County Commission Reappointing Kay Beliveau And Theron Ussery To Serve As Members Of The Macon-Bibb County Splost Advisory Committee; (Sponsored by: Lester M. Miller, Mayor)

5. Agreements

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With BTBB, Inc. For The Provision Of A Building Feasibility Study For The Radio Shop And For Architectural Services For The Public Works Building Renovations, In The Amount Of \$50,000.00, To Be Paid From The SPLOST 2018 Fund – Public Safety – Public Safety Other - Property Line Item; (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Agreeing To Participate In The National Sandoz Opioid Settlement, (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Installment Agreement With Dell Financial Services, LLC, In The Total Amount Of \$2,360,463.21, Payable Over Three Years, For County-Wide Microsoft Windows, Server, And Office Suite Enterprise Software Licenses, To Be Paid From The I.T. Budget, Infrastructure, Repairs & Maintenance – Software Licenses & Maintenance Line Item; (Sponsored by: Lester M. Miller, Mayor)

6. Appropriations and Transfers

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize A Budget Transfer Within The Parks And Beautification Budget For Fiscal Year 2025, In The Amount Of \$46,000.00, To Provide For Vehicle Maintenance Expenses; (Sponsored by: Lester M. Miller, Mayor)
- b. An Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation From General Fund – Fund Balance, In The Amount Of \$86,700.00, To Provide For Lifeguard Services At Lake Tobesofkee During Fiscal Year 2025 (Sponsored by: Lester M. Miller, Mayor)
- c. An Ordinance Of The Macon-Bibb County Commission To Authorize Appropriations From 2018 SPLOST Interest To Be Allocated To Authorized

Projects As Specified Herein; To Authorize The Mayor To Declare Certain 2018 SPLOST Projects Substantially Complete; (Sponsored by: Lester M. Miller, Mayor)

7. Bragg Jam

- a. A Resolution Of Macon-Bibb County Commission Authorizing Bragg Jam, Inc., A Nonprofit Organization, To Hold Its 2025 Concert Crawl In Downtown Macon, Georgia, Between The Hours Of 5:00 P.M. On Friday, July 25, 2025 And 3:00 P.M. On Sunday, July 27, 2025; To Permit Festival Goers To Carry And Consume Alcoholic Beverages In And About The Designated Streets Of Downtown Macon Under Specified Conditions; To Require Bragg Jam, Inc. To Provide For And/Or Reimburse Macon-Bibb County For All Expenses Incurred For Security And Clean-Up; (Sponsored by: Lester M. Miller, Mayor)

8. Change Orders

- a. Resolution Of The Macon-Bibb County Commission To Approve A Change Order, In The Amount Of \$35,000.00, To The Purchase Order For Triple Point Engineering Inc., To Be Paid From The Solid Waste Landfill Repairs & Maint Landfill Gas Wells And Tanks Line Item, For Monitoring And Maintenance Services At The Landfill (Sponsored by: Lester M. Miller, Mayor)

9. Grants

- a. Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Council Of Accountability Courts Judges State Of Georgia Grant Award From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2026, In The Amount Of \$153,520.00, With Matching Funds In The Amount Of \$27,092.00 Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial Circuit Family Treatment/Family Drug Court Program (Sponsored by: Lester M. Miller, Mayor)
- b. Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Council Of Accountability Courts Judges State Of Georgia Grant Award From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2026, In The Amount Of \$197,713.00, With Matching Funds In The Amount Of \$34,891.00, Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial Circuit Adult Felony Drug Court Program (Sponsored by: Lester M. Miller, Mayor)
- c. An Ordinance Of The Macon-Bibb County Commission To Adopt The Economic And Community Development Department ESG, Home, And CDBG Proposed Budgets For Fiscal Year 2026 (Sponsored by: Lester M. Miller, Mayor)
- d. An Ordinance Of The Macon-Bibb County Commission Authorizing The Appropriation Of \$60,000.00 From The General Fund For The Purpose Of Providing Matching Funds For A Grant To Update The MATS MPO 2050 Transportation Plan; (Sponsored by: Valerie Wynn, Commissioner)

10. Installation of Memorial Plaque

- a. An Ordinance Of The Macon-Bibb County Commission To Approve The Installation Of Signage In Memory Of Billy Scott Carter; To Authorize A Supplemental Appropriation, In The Amount Of Up To \$1000.00, From General Fund – Fund Balance To The Parks And Beautification Budget For The Purchase Of Materials And Memorial Signage; (Sponsored by: Lester M. Miller, Mayor)

11. Public Safety

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of \$345,000.00 From Sponsored Programs – School Zone Camera Funds, To Be Allocated To The Bibb County School District For Funding A Truancy Officer For A Three-Year Period; (Sponsored by: Lester M. Miller, Mayor)
- b. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of \$109,138.58 From Sponsored Programs – School Zone Camera Funds, To Be Allocated To Windsor Academy, Inc., For The Purchase And Installation Of Security Camera Systems; (Sponsored by: Lester M. Miller, Mayor)

12. Support for the Passenger Rail

- a. A Resolution Of The Macon-Bibb County Commission Expressing Support For The Development Of An Atlanta-Macon-Savannah Passenger Rail Line, And Requesting The Mayor To Designate A Representative Of The Macon-Bibb County Government To Participate In Ongoing Evaluation Discussions With The Georgia Department Of Transportation For The Purpose Of Advocating For The Selection Of A Macon Route And Facilitating Communications With Local Stakeholders; (Sponsored by: Lester M. Miller, Mayor, Seth Clark, Mayor Pro Tem, Stanley Stewart, Commissioner)

13. 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);

14. Real Property

- a. An Ordinance Of The Macon-Bibb County Commission Authorizing The Mayor To Sign Such Documents As Are Necessary To Purchase Certain Parcels Of Real Property Totaling 1.15 Acres, More Or Less, At A Cost Not To Exceed \$600,000.00, Including Reasonable Closing Costs, And To Appropriate Such Funds From 2018 Splost, Recreation - Other; (Sponsored by: Lester M. Miller, Mayor)

- b. An Ordinance Of The Macon-Bibb County Commission Authorizing The Mayor To Sign Such Documents As Are Necessary To Purchase Certain Parcels Of Real Property Totaling 10.1 Acres, More Or Less, At A Cost Not To Exceed \$2,300,000.00, Including Reasonable Closing Costs, And To Appropriate \$1,800,000.00 From 2018 Splost, Recreation – Other Line Item; (Sponsored by: Lester M. Miller, Mayor)

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
June 17, 2025 – 4:30 PM
City Hall
(Commission Chamber)**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on June 17, 2025 at 4:30 PM in the Commission Chamber at City Hall.

COMMISSION MEMBERS PRESENT

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

STAFF PRESENT

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

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)
On motion of Commissioner Wynn, seconded by Commissioner Bailey and carried unanimously, the minutes from the June 3, 2025 Pre-Commission were approved.

3. Alcohol Licenses

- a. MF 786 LLC Db a Corner Grocery at 2057 Walnut Street, Macon, Georgia 31204
Final Recommendation for Denial (Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Pro Tem Clark, seconded by Commissioner Bronson and carried unanimously, the Final Denial for a New Alcohol Beverage

*License for MF 786 LLC Dba Corner Grocery at 2057 Walnut Street, Macon, Georgia 31204 was approved.
Final Recommendation for Denial.*

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)
On motion of Commissioner Howell, seconded by Commissioner Bronson and carried unanimously, the 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 was approved.
- 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)
On motion of Commissioner Hulett, seconded by Commissioner Wynn and carried unanimously, the 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 was approved.
- 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)
On motion of Commissioner Hulett, seconded by Commissioner Howell and carried unanimously, the 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 was approved.

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)
On motion of Commissioner Hulett, seconded by Commissioner Bronson and carried unanimously, the 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 was approved.
- 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)
On motion of Commissioner Hulett, seconded by Commissioner Wilder and carried unanimously, the 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 was approved.
- 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, Valerie Wynn, Commissioner, Brendalyn Bailey, Commissioner)
On motion of Commissioner Wynn, seconded by Commissioner Bailey and carried unanimously, the 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 was approved.

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)
On motion of Mayor Miller, seconded by Commissioner Stewart and carried unanimously, the 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 was approved.
- 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, Stanley Stewart, Commissioner)
On motion of Commissioner Bailey, seconded by Commissioner Stewart and carried unanimously, the 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 was approved.
- 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)
On motion of Commissioner Stewart, seconded by Commissioner Bailey and carried unanimously, the 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 was approved.

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, Seth Clark, Mayor Pro

Tem)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Wilder and carried unanimously, the 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 was approved.

8. Executive Session

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

On motion of Commissioner Wilder, seconded by Commissioner Bronson and carried unanimously, the meeting went into Executive Session for the purposes above.

On motion of Commissioner Howell, seconded by Commissioner Bailey and carried unanimously, the meeting came out of Executive Session with no action.

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)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Wilder and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Amendment To The Lease Agreement With State Properties Commission was approved.

Respectfully Submitted:

Janice S. Ross
Clerk of the Commission



Added to Pre-Commission 7/15/2025

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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

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

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

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

Agent Information

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

Location/Business Information

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

Business Continuation

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

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print): <u>Veronica Evette Spann</u>			
Home Address: <u>472 W. Oak Dr. Macon, GA 31210</u>			
Sex	Race	Date of Birth	Social Security Number
<u>Female</u>	<u>Blk</u>		

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

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

Signature

Date

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

Agency Designee Signature and Title

Date

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

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

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

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

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

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

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

Business Name: Georgigi Family Alliance Inc
 Printed Name of Applicant: Veronica Evette Spann
 *Signature of Applicant: [Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 04 DAY OF June, 2024

Jasmine Barnes
 NOTARY PUBLIC

03.11.2025
 MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: VERONICA SPANN
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 2920 HOUSTON AVE.
BUSINESS NAME: GEORGIA FAMILY ALLIANCE, INC.

To Be Completed by County Engineer

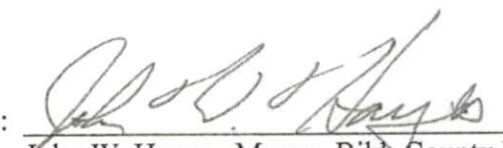
1. Nearest property line of the place of business to the nearest property line of a state or county owned and operated alcoholic treatment center, or housing authority property measured and found to be more than 300 ft (4-142)

☒ Comply ☐ Does not comply

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

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

☐ Yes ☐ No ☒ Not Applicable

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

Date: 12/11/24

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

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

Georgia Family Alliance Inc.
#2920 Houston Avenue

15,250' - ALCOHOLIC TREATMENT CENTER property line

River Edge - Emory Hwy.

2,050' - MHA housing unit property line

Murphy Village

OK! JTH

Paul J. Hornowski
December 11, 2024



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
122151	614751	Print Legal Ad-IPL02054910 - IPL0205491	2920 Houston Ave	\$46.36	1	30 L

Attention: Veronica Spann

VERONICA SPANN
4172 WEST OAK, 4172 West Oak Dr
MACON, GA 31210

VERONICASPANN3@GMAIL.COM

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST FOR BEER, WINE AND LI-
QUOR/On Premises

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated March 1, 2023, as now or hereafter amended, notice is hereby given that on or after the December 4, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as V's Place Inc./Georgia Family Alliance, Inc, 2920 HOUSTON AVE, MACON GA 31206. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This November 27, 2024. VERONICA E. SPANN, Applicant
IPL0205491
Nov 27, Dec 4 2024

To Whom It May Concern:

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

2 insertion(s) published on:

11/27/24, 12/04/24

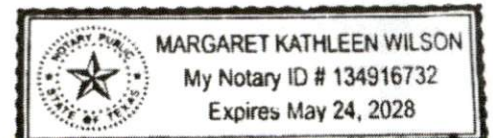
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

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

Margaret K. Wilson

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



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



ZONING COMPLIANCE

PERMIT NO: ZC-2024-3155	PERMIT TYPE: Permitted Use	DATE ISSUED: 12/06/2024
PARCEL NO: P0920266	ZONING DISTRICT: C-2	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Veronica Spann GA Family Alliance dba V's Place	
PROPOSED USE:	Private Club Alcohol Consumed on Premises (CoP)	
ADDRESS OF PROPOSED USE:	2920 HOUSTON AVE	
PROPERTY OWNER'S NAME:	BUILT ON FAITH ENTERPRISES	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate a private club with alcohol consumed on premises in an existing commercial building. No outside storage or sales authorized. No signage authorized by this permit; signage shall require separate zoning permit. No cooking to be done on-site. Business shall not be open to the public. Business shall not serve as a school. Business shall not engage in any of the activities defined in 1.02[70] or 1.02[1.5] of the Macon-Bibb Comprehensive Land Development Resolution. Business must comply with Section 1.02[25]: Club-Buildings and facilities owned or operated by a corporation, association, person, or persons for social, educational, or recreational purposes, but not primarily for profit or to render a service to the general public. Subject to requirements of the Macon-Bibb License Office and all other applicable local, state, and federal regulations.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 12/06/2025

APPROVED BY: *Butch Sementilli*

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

Control No. 11015980

STATE OF GEORGIA

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

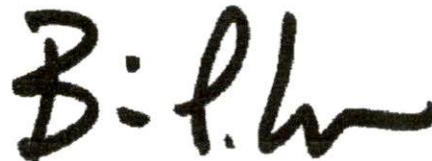
I, **Brian P. Kemp**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

GEORGIA FAMILY ALLIANCE, INC

a Domestic Non-Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **02/28/2011** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on February 28, 2011



Brian P. Kemp
Secretary of State

Ownership Disclosure Form

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

Business:

Trade Name: _____ Name of Corporation: JA Family Alliance Inc.

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

Individual:

Name and Title: Veronica Simon Brown Telephone Number: 418 394 0825

Date of Birth: _____ Social Security Number: _____

Residential Street Address: 4172 West Oak Dr.

Mailing Address: Same as above

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

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



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Veronica Evette Last Name: Spann
Home Address: 4112 West Oak Dr. City: Macon State: GA Zip: 31210
Home Phone #: 478-254-7391 Email: VeronicaSpann3@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: Same as above City: Same State: Same Zip: Same

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

An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.

Current Color photograph of applicant.

\$25 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

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

Veronica E. Spann 6/4/2024
Applicant's Signature Date

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

This 04 day of June, 2024.

Jasmine Bauer
Notary Public



03.11.2025
My Commission Expires

Rev. 7/2021



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

VERONICA SPANN

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-06-04

Serial No.

cert_7czfjgh1





Veronica Spann



AH001347

ALCOHOL HANDLER

EXP: 12/31/2025

COMMERCIAL LEASE AGREEMENT

(Multi-Tenant Facilities)



2024 Printing

In consideration of the mutual covenants set forth herein, this Lease (hereafter the term "Lease" and "Agreement" are used interchangeably) is entered into this date of 08/20/2024 between Built On Faith Enterprises LLC, (hereinafter "Landlord") and Georgia Family Alliance Inc., (hereinafter "Tenant") Landlord leases to Tenant, and Tenant leases from Landlord, the Property with the following address: 2920 Houston Ave, Macon, Georgia 31206 TAXPIN/ID# n/a and as more particularly described in the Legal Description Paragraph below:

Legal Description. The legal description of the Property is attached as an exhibit hereto and incorporated herein.

1. **Term.** The initial term of this Lease shall be for 48 mos. beginning on the earlier of the completion of the work described in any attached Work letter or the date of 08/20/2024 ("Commencement Date"), through and including the date of INDEFINITE.

~~2. **Possession.** If Landlord is unable to deliver possession of Property on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within fourteen (14) days from the Commencement Date, Tenant may terminate this Lease in which event Landlord shall promptly refund all payments and deposits to Tenant. Landlord shall not be liable for delays in the delivery of possession to Tenant.~~

3. **Rent.** Tenant shall pay base rent to Landlord without demand, deduction, or setoff in advance in the sum of \$1000.00, one thousand Dollars per month on the first day of each month during the term of the Lease or any renewals thereof, at the following address: _____ (or at such other address as may be designated from time to time by Landlord in writing). If the Commencement Date begins on the second day through the last day of any month, the rent shall be prorated for that portion of the month and shall be paid at the time of leasing Property. Tenant shall also pay additional rent as may be provided elsewhere in this Lease. Such additional rent shall be paid in the same manner as the base rent.

4. **Late Payment; Service Charge for Returned Checks.** Rent not paid in full by the fifth day of the month shall be late. Landlord shall have no obligation to accept any rent not received by the fifth of the month. If late payment is made and Landlord accepts the same, the payment must be in the form of cash, cashier's check or money order and must include an additional rent amount of \$ n/a and, if applicable, a service charge for any returned check of \$ n/a. Landlord reserves the right to refuse to accept personal checks from Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid.

5. **Security Deposit.**

A. Security Deposit to be Held by Landlord or Broker: *[Check one. The section not marked shall not be a part of this Agreement.]*

☐ **Landlord Holding Security Deposit:**

- (1) Tenant has paid to Landlord as security for Tenant's fulfillment of the conditions of this Lease a security deposit of \$ _____ Dollars in ☐ cash, ☐ money order and/or ☐ check ("Security Deposit").
- (2) Landlord shall deposit the Security Deposit in Landlord's general account with Landlord retaining the interest if the account is interest bearing. Tenant acknowledges and agrees that Landlord shall have the right to use such funds for whatever purpose Landlord sees fit, and such funds will not be segregated or set apart in any manner.
- (3) Tenant recognizes and accepts the risk of depositing the Security Deposit with Landlord. Tenant acknowledges that Tenant has not relied upon the advise of any Broker in deciding to pay such Security Deposit to Landlord. Landlord and Tenant acknowledge and agree that:
 - (a) Broker has no responsibility for, or control over, any Security Deposit deposited with Landlord;
 - (b) Broker has no ability or obligation to insure that the Security Deposit is properly applied or deposited;
 - (c) The disposition of the Security Deposit is the sole responsibility of Landlord and Tenant as herein provided; and
 - (d) Landlord and Tenant agree to indemnify and hold harmless Broker and Broker's affiliated licensees against all claims, damages, losses, expenses or liability arising from the handling of the Security Deposit by Landlord.

- (4) Landlord shall return Security Deposit to Tenant, after deducting any sum which Tenant owes Landlord hereunder, or any sum which Landlord may expend to repair arising out of or related to Tenant's occupancy hereunder, abandonment of Property or default in this Lease (provided Landlord attempts to mitigate such actual damages), including but not limited to any repair, replacement, cleaning or painting of Property reasonably necessary due to the negligence, carelessness, accident, or abuse of Tenant or Tenant's employees, agents, invitees, guests, or licensees. In the event Landlord elects to retain any part of the Security Deposit, Landlord shall promptly provide Tenant with a written statement setting forth the reasons for the retention of any portion of the Security Deposit, including the damages for which any portion of the Security Deposit is retained. The use and application of the Security Deposit by Landlord shall be at the discretion of the Landlord. Appropriation by Landlord of all or part of the Security Deposit shall not be an exclusive remedy for Landlord, but shall be cumulative, and in addition to all remedies of Landlord at law or under this Lease. The Tenant may not apply the Security Deposit to any rent payment.

☐ **Broker Holding Security Deposit:**

- (1) Tenant has paid to Broker as security for Tenant's fulfillment of the conditions of this Lease ("Security Deposit") \$ _____ Dollars in ☐ cash, ☐ money order and/or ☐ check.
- (2) The Broker shall deposit the Security Deposit in Broker's escrow/trust account (with Broker retaining the interest if the account is interest bearing) within five (5) banking days from the Binding Agreement Date.
- (3) Broker shall disburse the Security Deposit only as follows: (a) upon the failure of the parties to enter into a binding lease; (b) upon a subsequent written agreement signed by all parties having an interest in the funds; (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the security deposit; (d) upon a reasonable interpretation of this Agreement by Broker; (e) as provided in the General Provisions section below of this Paragraph; or (f) upon the termination of the agency relationship between Landlord and Broker, in which event Broker shall only disburse the Security Deposit, to another licensed Georgia Real Estate Broker selected by Landlord unless otherwise agreed to in writing by Landlord and Tenant after notice to Broker and Tenant. Prior to disbursing the Security Deposit pursuant to a reasonable interpretation of this Agreement; Broker shall give all parties fifteen (15) days notice, stating to whom the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by Broker prior to the end of the fifteen (15) day notice period. All objections not raised in a timely manner, shall be waived. In the event a timely objection is made, Broker shall consider the objection and shall do any or a combination of the following: (a) hold the Security Deposit for a reasonable period of time to give the parties an opportunity to resolve the dispute; (b) disburse the Security Deposit and so notify all parties; and/or (c) interplead the Security Deposit into a court of competent jurisdiction. Broker shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker. No party shall seek damages from Broker (nor shall Broker be liable for the same) for any matter arising out of or related to the performance of Broker's duties under this Security Deposit paragraph.

B. General Provisions Regarding Security Deposit:

- (1) In the event any Security Deposit check is not honored, for any reason, by the bank upon which it is drawn, the holder thereof shall promptly notify the other parties and Broker(s) to this Lease. Tenant shall have three (3) banking days after notice to deliver good funds to the holder. In the event Tenant does not timely deliver good funds to the holder, the Landlord shall have the right to terminate this Agreement upon written notice to the Tenant.
- (2) The entire Security Deposit, if held by Landlord, will be returned to Tenant within thirty (30) days after Property is vacated if:
- (a) The term of the Lease has expired or the Lease has been terminated in writing by the mutual consent of both parties;
 - (b) All monies due under this Lease by Tenant have been paid;
 - (c) Property is not damaged and is left in its original condition, normal wear and tear excepted;
 - (d) All keys have been returned; and
 - (e) Tenant is not in default under any of the terms of this Lease.

6. Repairs and Maintenance. Tenant acknowledges that Tenant has inspected the Premises and that it is fit for its stated use. Tenant agrees that no representations regarding the Premises or the condition thereof and no promises to alter, decorate, improve, or repairs have been made by Landlord, Broker, or their agents unless specified in this Lease.

A. Duties of Landlord: Landlord shall keep the Common Areas and all major systems serving Property and/or the Common Areas in good working order and repair, normal wear and tear excepted. Upon receipt of written notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair all defects in the Common Areas and those systems that are the responsibility of Landlord to maintain in good working order and repair. Landlord may change the size, use, shape, or nature of the Common Areas, so long as such change does not materially deprive Tenant of the use of Property. Landlord shall not be liable to Tenant for any damage caused by any of the above referenced systems or by water coming through or around the roof or any door, flashing, skylight, vent, window, or the like in or about Property, except if such damage is due to the gross negligence or willful misconduct of Landlord.

B. Duties of Tenant: Tenant agrees to maintain Property in good order and repair, normal wear and tear excepted. If Tenant does not promptly perform its maintenance and repair obligations as set forth herein, Landlord may make such repairs and/or replacements and Tenant shall promptly pay the costs of the same. Tenant shall additionally be responsible for the reasonable costs of repairs made necessary by the negligence or willful misconduct of Tenant (including Tenant's employees, agents, invitees, guests, or licensees).

7. Common Area Costs. *[Check one. The sections not marked shall not be a part of this Agreement.]*

☐ **A. Landlord Pays All Costs:** Landlord shall pay all costs for the maintenance, repair, and operation of the Common Areas. Tenant shall be responsible for any costs caused by the intentional acts, negligence, carelessness, accident, or abuse of Tenant or Tenant's employees, agents, invitees, guests, or licensees.

- ☐ **B. Tenant Pays Flat Fee:** In addition to other rent payments specified in this Lease, Tenant shall pay as additional monthly rent _____ Dollars (\$ _____) for Common Area maintenance, operation, and repair costs in the manner provided in the Rent Paragraph above.
- ☐ **C. Tenant Pays Adjustable Percentage Share:** In addition to other rent payments specified in this Lease, Tenant shall pay as additional rent Tenant's Percentage Share of the cost of maintenance, operation, and repair of the Common Areas for each calendar year of this Lease. On or before the first day of the term of this Lease, Landlord will provide Tenant written notice of Landlord's estimate of the additional rent payable under this subparagraph. During December of each calendar year or as soon as practicable, Landlord will give Tenant written notice of its estimate of the payments to be made for the ensuing calendar year. On the first day of each month during the term of the Lease, Tenant will pay one-twelfth of the estimated amount in the manner provided in the Rent Paragraph. If notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice is given. Within ninety (90) days after the close of each calendar year or as soon as practicable thereafter, Landlord shall deliver to Tenant: (1) a statement of the cost of maintenance, operation, and repair of the Common Areas for the calendar year certified by certified public accountants designated by Landlord; and (2) a statement of the payments made or to be made for the calendar year that has been prepared on the basis of the certified statement. If on the basis of those statements, Tenant owes an amount that is less than the estimated payments for the calendar year previously made by the Tenant, Landlord will pay Tenant the amount of the overpayment within thirty (30) days after delivery of those statements. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements. If the Lease does not commence on a day other than the first day of the calendar year or ends on a day other than the last day of a calendar year, the amounts payable under this subparagraph shall be prorated.

8. Services. Landlord shall provide, at Landlord's expense the following services: *[Check all that apply. The sections not marked shall not be a part of this Agreement.]*

- ☐ General cleaning and janitorial service of the interior of Property _____ times per week
- ☐ Concierge service as follows: _____
- ☐ Parking attendant as follows: _____
- ☐ Property monitor as follows: _____
- ☒ Trash collection service _____ 1 _____ times per week
- ☒ Soap, paper towels, and toilet tissue for rest rooms _____ 3 _____ times per week
- ☐ Replacement of all light bulbs and repair and maintenance of all light fixtures located in the interior of Property.
- ☐ Other _____

Landlord shall not be liable for the nonperformance or inadequate performance of such services by third parties. Tenant shall be responsible for the costs and provision of any services that Landlord has not expressly agreed to pay for in this Lease. Tenant agrees to provide services not provided by Landlord that are necessary to keep Property in good order, condition, and repair, normal wear and tear excepted. If Tenant does not provide such services, Landlord may then provide such services and Tenant shall promptly pay Landlord the costs for such services.

9. Utilities. The services and/or utilities set forth below serving Property shall be paid by either the Landlord or Tenant as follows: *[Check all that apply. The sections not marked shall not be a part of this Agreement.]*

UTILITY	TENANT	LANDLORD	UTILITY	TENANT	LANDLORD
Water	☐	☒	Sewer	☐	☒
Electricity	☐	☒	Natural Gas	☐	☐
Garbage	☐	☒	Cable Television	☐	☐
Telephone	☐	☐	Digital Subscriber Line	☐	☒
Other _____	☐	☐	Other _____	☐	☐

Tenant shall be responsible for the costs of any utilities that Landlord has not expressly agreed to pay for in this Lease. Tenant must provide proof of payment of final bills for all utilities or service termination (cutoff) slips. Landlord may, at Landlord's option, pay utilities and be reimbursed by Tenant along with the next month's rent. Landlord shall not be liable for any interruptions or delays in the provision of utility services unless such interruptions or delays shall be caused by Landlord's gross negligence or willful misconduct.

- 10. Renewal Term.** Either party may terminate this Lease at the end of the term by giving the other party sixty (60) days written notice prior to the end of the term. If neither party gives notice of termination, the Lease will automatically be extended on a month-to-month basis with all terms remaining the same except that Landlord reserves the right to increase the amount of rent upon delivery of written notice to Tenant sixty (60) days prior to the effective date of any increase. Thereafter, Tenant may terminate this Lease upon sixty (60) days written notice to Landlord and Landlord may terminate this Lease upon sixty (60) days written notice to Tenant.
- 11. Sublet and Assignment.** Tenant may not sublet Property in whole or in part or assign this Lease without the prior written consent of Landlord. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord and this Lease shall create a usufruct only. In the event Landlord shall assign this Lease, the assignee thereof shall be responsible to timely pay Brokers all commissions and other sums owed to them hereunder.

12. Right of Access, Signage.

- A.** Landlord and Landlord's agents shall have the right of access to Property for inspection, repairs and maintenance during reasonable hours. In the case of emergency, Landlord may enter Property at any time to protect life and prevent damage to Property. Landlord and/or Landlord's agents may place a "for rent" or "for sale" sign on the interior or exterior of Property, and may show Property to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with Landlord, Landlord's agent and Brokers who may show Property to prospective Tenants. Tenant shall secure valuables and agrees to hold Landlord and/or Landlord's Agent harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of \$ N/A as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.
- B.** Without Landlord's prior written permission, Tenant shall not place any sign, advertising matter, or any other things of any kind on any part of the outside walls or roof of Property or on any part of the interior of Property that is visible from the exterior of Property. Tenant shall maintain all such permitted signs, advertising matter, or any other things of any kind in good condition and repair. Tenant agrees to remove at its cost all such permitted signs, advertising matter, or any other things of any kind at the end of this Lease.

13. Use. Property shall only be used for the purposes set out as follows: PRIVATE CLUB SELLING OF ALOCHOL, BEER, WINE, HOOKAS

Property shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable rules and regulations. Tenant shall not use or permit Property to be used for any disorderly or unlawful purpose; nor shall Tenant engage in any activity on Property which would endanger the health and safety of other Tenants or which otherwise creates a nuisance.

14. Agency and Brokerage.

A. Agency Disclosure: In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Tenant or Landlord greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

1. **No Agency Relationship:** Tenant and Landlord acknowledge that, if they are not represented by a Broker, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.
2. **Listing Broker:** Broker working with the Landlord is identified on the signature page as the "Listing Broker"; and said Broker ☐ is **OR** ☐ is not representing Landlord;
3. **Leasing Broker:** Broker working with Tenant (including in transactions where Broker is representing Landlord) is identified on the signature page as "Leasing Broker;" and said Broker ☐ is **OR** ☐ is not representing Tenant; and
4. **Dual Agency or Designated Agency:** If Tenant and Landlord are both being represented by the same Broker, a relationship of either ☐ designated agency **OR** ☐ dual agency shall exist.

a. Dual Agency Disclosure: *[Applicable only if dual agency has been selected above.]*

Tenant and Landlord are aware that Broker is acting as a dual agent in this transaction and consent to the same. Tenant and Landlord have been advised that:

- (1) In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- (2) Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
- (3) Tenant and Landlord do not have to consent to dual agency and, the consent of Tenant and Landlord to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
- (4) Notwithstanding any provision to the contrary contained herein, Tenant and Landlord each hereby direct Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

b. Designated Agency Assignment: *[Applicable only if the designated agency has been selected above.]*

Broker has assigned _____ to work exclusively with Tenant as Tenant's designated agent and _____ to work exclusively with Owner/Landlord as Owner/Landlord's designated agent. Each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

B. Material Relationship Disclosure: The Broker and/or affiliated licensees have no material relationship with either client except as follows:

BROKER IS THE OWNER OF ALL COMPANIES

(A material relationship means one actually known of a personal, familial or business nature between the Broker and/or affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.)

C. Brokerage: The Brokers listed below have performed a valuable service in this transaction and are made parties hereunder to enforce their commission rights. Payment of commission to a Broker shall not create an agency or subagency relationship between Leasing Broker and either Landlord or Landlord's Broker. Landlord agrees to pay the Broker listed below and representing Landlord to lease and/or manage Property ("Listing Broker") a commission (which commission has already been negotiated in a separate agreement) of: *[Check one. The section not marked shall not be a part of this Agreement.]*

- ☐ \$ _____ or _____ percent (%) of the total base rent to be paid under the Lease, which shall be due and payable upon occupancy.
- ☐ \$ _____ or _____ percent (%) of base rents paid, which shall be due and payable upon Tenant's monthly payment of rent in the manner provided in the Rent Paragraph above.

In the event the Lease is made in cooperation with another Broker listed below as the Leasing Broker, the Listing Broker shall receive _____ percent (%) of the total real estate commission paid hereunder and the Leasing Broker shall receive _____ percent (%) of the total real estate commission paid hereunder. In the event Tenant and/or Landlord fail or refuse to perform any of their obligations herein, the non-performing party shall immediately pay the Listing Broker and the Leasing Broker their full commissions. The Listing Broker and Leasing Broker may jointly or independently pursue the non-performing party for that portion of the commission, which they would have otherwise received under the Lease.

15. Default. If Tenant defaults under this Lease, Landlord shall have the right to pursue any or all of its remedies under Georgia Law. A default shall include, but not be limited to, the failure of Tenant to pay Landlord rent or reimburse Landlord for damages, repairs or costs when due, the abandonment of the Property by Tenant (which shall include the discontinuance of the use of the Property by Tenant) and the failure of Tenant to comply with any of the terms of the Lease including any rules and regulations. Landlord shall give Tenant a ten (10) day notice of and opportunity to cure any non-monetary breach of this Lease. All remedies hereunder shall be cumulative and not concurrent. Tenant shall remain liable for rents from and after any action by Landlord under a proceeding against Tenant for holding over or distress warrant, whether or not Tenant retains the right to possession of Property.

16. Rules and Regulations.

- A. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Property without prior written permission of Landlord. If all keys to Property are not returned when Tenant vacates Property, Landlord may charge a re-key charge in the amount of \$11/a.
- B. Motor vehicles with expired or missing license plates, non-operative vehicles, boats, trailers, RVs and campers are not permitted on Property. Any such vehicle may be removed by Landlord at the expense of Tenant, for storage or for public or private sale, at Landlord's option, and Tenant shall have no right or recourse against Landlord thereafter.
- C. No goods or materials of any kind or description, which are combustible or would increase fire risk shall be kept in or placed on Property (except for goods and materials typically found in a general office use provided that the same are limited in quantity to that normally found in such use).
- D. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of Property.
- E. Tenant shall not place any objects or personal property on Property in a manner that is inconsistent with the load limits of Property. Tenant shall consult Landlord before placing any heavy furniture, file cabinets, or other equipment in Property.
- F. Landlord shall provide heating and air conditioning to Property between ____ a.m. and ____ p.m., Monday to Friday (excluding public holidays); between ____ a.m. and ____ p.m., Saturday; and between ____ a.m. and ____ p.m., Sunday. Tenant shall notify Landlord by 4 p.m. of the preceding day of any requests for overtime heating and air conditioning. Landlord may charge Tenant its reasonable costs of providing such overtime heating and air conditioning.
- G. Tenant shall not, without Landlord's prior written consent, use any equipment which uses electric current in excess of 110 volts, which will increase the amount of electricity ordinarily furnished for use of Property as general office space, or which require clean circuits or other distribution circuits.
- H. Landlord may establish additional reasonable Rules and Regulations concerning the maintenance, use, and operation of Property. Amendments and additions to the Rules and Regulations shall be effective upon delivery of a copy thereof to Tenant.

17. Abandonment. If Tenant removes or attempts to remove personal property from Property other than in the usual course of continuing occupancy, without having first paid Landlord all monies due, Property may be considered abandoned, and Landlord shall have the right, without notice, to store or dispose of any personal property left on Property by Tenant. Landlord shall also have the right to store or dispose of any of Tenant's personal property remaining on Property after the termination of this Lease. Any such personal property shall become Landlord's personal property.

18. Estoppel Certificate. Tenant shall, from time to time, upon Landlord's request execute, acknowledge, and deliver to Landlord, within ten days of such request, a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (b) that to the best of its knowledge there are no uncured defects on the part of the Landlord (or if any such defaults exist, a specific description thereof); (c) the date to which any rents or other charges have been paid in advance; and (d) any other reasonable matters requested by Landlord. Landlord and any prospective purchaser or transferee of Landlord's interest hereunder or any then existing or prospective mortgagee or grantee of any deed to secure debt may rely on such certificates.

19. Property Loss. Storage of personal property by Tenant shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage. Tenant shall be responsible to insure Tenant's personal property against loss or damage. Landlord shall not be responsible for any damage to Tenant's property, unless such damage is caused by Landlord's gross negligence or willful misconduct.

20. Destruction of Property.

- A. If earthquake, fire, storm, or other casualty shall totally destroy (or so substantially damage as to be untenable) Property, rent shall abate from the date of such destruction. Landlord shall have sixty (60) days to commence the restoration of Property to a tenable condition. If in Landlord's sole discretion restoration cannot be completed within 180 days following such destruction, Landlord may, by written notice furnished to Tenant within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of date of such destruction. In the event the Landlord elects to complete such restoration, but fails to do so within 180 days following such destruction, this Lease may be terminated as of the date of such destruction upon written notice from either party to the other given not more than ten (10) days following expiration of said 180 day period. If such notice is not given, then this Lease shall remain in force and rent shall commence upon delivery of Property to Tenant in a tenable condition.
- B. If Property is damaged but not rendered wholly untenable by earthquake, fire, storm, or other casualty, rent shall abate in such proportion as Property have been damaged and Landlord shall restore Property as reasonably quickly as practicable whereupon full rent shall commence.
- C. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Property, whether total or partial, is the result of the negligence of Tenants, its contractors, employees, agents, invitees, guests, or licensees.

21. Alteration and Improvements. Tenant shall not make or allow to be made any alterations, physical additions, or improvements in or to Property without first obtaining Landlord's prior written consent. Landlord may grant or withhold such consent within its reasonable discretion and may impose reasonable conditions upon its consent. All costs of any such alteration, addition, or improvement shall be borne by Tenant, unless otherwise agreed in writing. The provisions of the Work Letter, attached hereto as an Exhibit and a part of this Lease, shall govern any alterations or improvements to be performed prior to the Commencement Date of this Lease.

22. Insurance. Tenant agrees that during the term of the Lease, Tenant will carry and maintain, at its sole cost, the following types of insurance, in the amounts specified and in the form hereinafter provided for: *[Check all that apply. The sections not marked shall not be a part of this Agreement.]*

- ☐ **A. General Commercial Liability Insurance (or reasonable equivalent thereto):** Such insurance shall cover Property and Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about Property. The limits of such policy shall be in such amounts as Landlord may from time to time reasonably require, but in any event not less than _____ Dollars (\$_____) for each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease.
- ☐ **B. Fire and Extended Coverage Insurance (or reasonable equivalent thereto):** Such insurance shall cover Tenant's interest in its improvements to Property, and all furniture, equipment, supplies, and other property owned, leased, held or possessed by it and contained therein. Such insurance shall coverage shall be in an amount equal to not less than _____ percent (%) of full replacement cost as updated from time to time during the term of the Lease. Tenant shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on Property from fire, accident, or any other casualty.
- ☐ **C. Workers' Compensation Insurance (or reasonable equivalent thereto):** Such insurance shall include coverage as required by applicable law.
- ☐ **D. Contractors Insurance (or reasonable equivalent thereto):** If Tenant engages any contractor or subcontractor to construct improvements or perform any other work on Property, Tenant shall require that such contractor or subcontractor have in force commercial general liability insurance, including personal injury coverage, contractual liability coverage, completed operations coverage, property damage endorsement, and, for any work which is subcontracted, contractors' protective liability coverage, insuring against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of such work. The limits of such policy for both damage to property and bodily injury to be in such amounts as Landlord may from time to time reasonably require, but in any event not less than _____ Dollars (\$_____) for each occurrence. Any such contractor or subcontractor shall also be required to maintain workers' compensation insurance as required by applicable law. All insurance policies procured and maintained herein (other than workers' compensation insurance) shall name Landlord, Landlord's property manager(s), Landlord's broker(s) and Landlord's lender as additional insureds, shall be carried with insurance companies licensed to do business in the State of Georgia and having a current financial strength rating in Best's Ratings of not less than B+. Such policies shall be non-cancellable and may not be materially altered except after thirty (30) days notice to Landlord. Such insurance policies or, at Landlord's election, duly executed certificates of such policies, accompanied by proof of the premium for such insurance, shall be delivered to Landlord before the earlier of (a) the initial entry by Landlord upon Property for the installation of its equipment or improvements; or (b) the Commencement Date of the Lease. Certificates of renewal of such insurance or copies of any replacement insurance policies, accompanied by proof of payment of the premiums for such insurance, shall be delivered to Landlord at least ten (10) days before the expiration of each respective policy term. Tenant shall comply with all rules and regulations applicable to Property issued by the Board of Fire Underwriters or by any body hereinafter constituted exercising similar functions. Tenant shall not intentionally do anything, or permit anything to be done, on or about Property that might adversely affect, contravene, or impair any policies of insurance that are in force for Property or any part thereof. Tenant shall pay all costs, damages, expenses, claims, fines, or penalties incurred by Landlord or Tenant because of Tenant's failure to comply with this Paragraph. Tenant indemnifies Landlord from all liability with reference thereto.

23. Taxes. Tenant shall pay any and all taxes (including assessments and license fees) assessed or imposed upon Tenant's fixtures, furniture, appliances, and personal property located in Property. *[Check one. The section not marked shall not be a part of Agreement.]*

- ☒ **A. Landlord Pays All Property Taxes:** Landlord shall pay all property taxes levied against Property. Tenant shall not pay any property taxes levied against Property.

☐ **B. Tenant Pays Increases in Property Taxes:** In addition to other rent payments specified in this Lease, Tenant shall pay as additional rent its Percentage Share of the amount by which all property taxes on the Premises for each tax year exceed property taxes on Property for the tax year _____. On or before the first day of the term of this Lease, Landlord will provide Tenant written notice of Landlord's estimate of the additional rent payable under this subparagraph. During December of each calendar year or as soon as practicable, Landlord will give Tenant written notice of its estimate of the payments to be made for the ensuing calendar year. On the first day of each month during the term of the Lease, Tenant will pay one-twelfth of the estimated amount in the manner provided in the Rent Paragraph. If notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice is given. Within ninety (90) days after the close of each calendar year or as soon as practicable thereafter, Landlord will deliver to Tenant (1) a statement of property taxes for the calendar year certified by certified public accountants designated by Landlord; and (2) a statement of the payments made or to be made for the calendar year that has been prepared on the basis of the certified statement. If on the basis of those statements, Tenant owes an amount that is less than the estimated payments for the calendar year previously made by the Tenant, Landlord will pay Tenant the amount of the overpayment within thirty (30) days after delivery of those statements. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements. If the Lease commences on a day other than the first day of the calendar year or ends on a day other than the last day of a calendar year, the amounts payable under this subparagraph shall be prorated on the basis the number of days of Term included in the years bears to 365.

24. Sale of Property to Tenant. Landlord shall pay Leasing Broker a commission in the amount of ____ 0 ____ percent (%) and Listing Broker a commission in the amount of ____ 0 ____ percent (%) of the gross sales price at closing if Tenant acquires from Landlord title to Property or any part thereof or any property as an addition, expansion, or substitution for Property during the term of this Lease, any renewals thereof, or within one year after the expiration of this Lease. Such commission shall be payable in lieu of any further commission which otherwise Broker would have been due under this Lease. Notwithstanding the above, Owner shall immediately give notice to Broker if and when: (a) Owner enters into a contract to sell Property; or (b) Owner closes on the sale of Property to another.

25. Condemnation. If all or any part of Property are taken or appropriated by any public or quasi-public authority under the power of eminent domain, and if the remaining portion of Property is thereby rendered untenable or unusable for the purposes herein stated, this Lease shall terminate when the condemning authority takes possession, and any rent paid for any period beyond possession by the condemning authority shall be repaid to Tenant. Landlord shall receive the entire condemnation award without deduction therefrom for any interest of Tenant in Property, but Tenant shall have the right to make a separate claim with the condemning authority for, and to receive therefore, (a) any moving expenses incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in connection with any alteration or improvement made by Tenant to Property; (c) the value of Tenant's personal property taken; (d) Tenant's loss of business income; and (e) any other separate claim which Tenant may be permitted to make under applicable law, provided that such other separate claims shall not reduce or adversely affect the amount of Landlord's award.

26. Disclaimer. Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Landlord agree that Brokers shall not be responsible to advise Tenant on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of Property; the condition of Property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of Property; any condition(s) existing off Property which may affect Property; the terms, conditions and availability of financing; and the uses and zoning of Property whether permitted or proposed. Tenant acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant acknowledges that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to Property and that such tasks clearly fall outside the scope of real estate brokerage services.

27. Other Provisions.

A. Time of Essence: Time is of the essence of this Lease.

B. No Waiver: Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the rules and regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.

C. Definitions: "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Premises. Broker shall be considered the authorized agent of Landlord except to the extent specifically provided for herein. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances. "Common Area" means all areas and facilities located in the building or complex upon which Property is located that are provided and designated by Landlord for the general non-exclusive use of Tenant and its employees, agents, invitees, guests, or licensees, and includes [Check all that apply. The sections not marked shall not be a part of this Agreement]:

- | | | | |
|--|---|--|--|
| ☐ Exterior hallways | ☐ Lobby | ☐ Elevator | ☒ Driveway |
| ☒ Parking Area | ☐ Terrace | ☐ Loading Area | ☐ Restrooms |
| ☒ Trash Facilities | ☐ Stairs | ☐ Landscaped Area | ☐ Sidewalks |
| ☒ Exterior Walls | ☐ Exterior Windows | ☐ Other: _____ | |

"Property taxes" means any form of real or personal property taxes, assessments, special assessments, fees, charges, levies, penalties, service payments in lieu of taxes, excises, assessments, and charges for transit, housing, or any other purposes, impositions or taxes of every kind and nature whatsoever, assessed or levied by any authority having the power to tax against Property and/or Common Areas or any legal or equitable interest of Landlord in Property and/or Common Areas, whether imposed now or in the future, excepting only taxes measured by the net income of Landlord from all sources. Tenant's "Percentage Share" means the proportion that the floor area of Property bears to the floor area of the tenantable space in the building or complex. The floor area shall be measured on the basis of exterior dimensions except walls of Property which are common walls separating Property from premises occupied by other tenants. In such cases, floor area shall be measured from the centerline of the common wall. Tenant's Percentage Share in the Building or Complex is 100 percent (%).

- D. Entire Agreement:** This Lease and any attached addenda and exhibits thereto shall constitute the entire Agreement between the parties and no verbal statement, promise, inducement or amendment not reduced to writing and signed by both parties shall be binding.
- E. Attorney's Fees and Costs of Collection:** Whenever any sums due hereunder are collected by law, or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all costs of collection.
- F. Indemnification:** Tenant agrees to indemnify and hold Landlord and Broker harmless from and against any and all injuries, damages, losses, suits and claims against Landlord and/or Broker arising out of or related to: (1) Tenant's failure to fulfill any condition of this Lease; (2) any damage or injury happening in or to the Premises and the Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (3) Tenant's failure to comply with local, state or federal law; (4) any judgment, lien or other encumbrance filed against the Premises or Property as a result of Tenant's actions and any damage or injury happening in or about the Premises or Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Broker); (5) failure to maintain or repair equipment or fixtures, where the party responsible for their maintenance uses commercially reasonable efforts to make the necessary repairs and Tenant covenants not to sue Landlord or Broker with respect to any of the above-referenced matters. In addition to the above Tenant agrees to hold Broker harmless from and against Owner of the Property not paying or keeping current with any mortgage, property taxes or home owners association fee's on the Property or not fulfilling the Owner's obligations under this lease. For the purpose of this paragraph, the term "Broker" shall include Broker and Broker's affiliated licensees, employees and if Broker is a licensed real estate brokerage firm, then officers, directors and owners of said firm.
- G. No Partnership:** Tenant by execution of this Lease is not a partner of Landlord in the conduct of its business or otherwise, or joint venturer, or a member of any joint enterprise with Landlord.
- H. No Recordation:** Tenant shall not record this Lease nor any short form memorandum thereof without Landlord's prior written consent.
- I. Notices:**
- (1) **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
 - (2) **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein) even if it is not opened by the recipient. Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
 - (3) **When Broker Is Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party for the limited purpose of receiving notice and such notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein) even if it is not opened by the recipient. Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.
- J. Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is held to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.

28. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form, he or she should consult an attorney. Provisions in the GAR Forms are subject to differing interpretations by our courts other than what the parties may have intended. At times, our courts may strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
29. **Beware of Cyber Fraud:** Fraudulent e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fraudulent e-mail is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in sending or receiving funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fraudulent verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.
30. **Exhibits.** All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:
- ☐ Exhibit "A" Legal Description
 - ☐ Other _____.
 - ☐ Other _____.

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibits or preceding paragraph, shall control.

☐ Additional Special Stipulations (F246) are attached.

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

1 
 Tenant's Signature

Georgia Family Alliance INC
Print or Type Name

8/20/2024
Date

Tenant's E-mail Address

2 
 Tenant's Signature

Print or Type Name

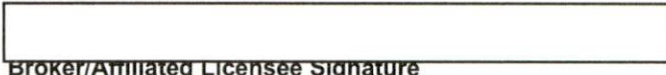
Date

Tenant's E-mail Address

☐ Additional Signature Page (F931) is attached.

Leasing Broker/Affiliated Licensee Contact Information

Leasing Broker


 Broker/Affiliated Licensee Signature

Print or Type Name GA Real Estate License #

Licensee's Phone Number Fax Number

Licensee's E-mail Address

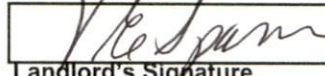
REALTOR® Membership

Broker's Address

Broker's Phone Number Fax Number

MLS Office Code Brokerage Firm License Number

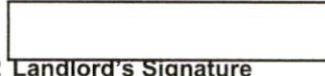
Multiple Listing Number

1 
 Landlord's Signature

Built On Faith Enterprises LLC
Print or Type Name

8/20/2024
Date

Landlord's E-mail Address

2 
 Landlord's Signature

Print or Type Name

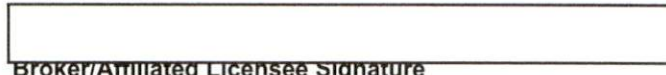
Date

Landlord's E-mail Address

☐ Additional Signature Page (F931) is attached.

Listing Broker/Affiliated Licensee Contact Information

Listing Broker


 Broker/Affiliated Licensee Signature

Print or Type Name GA Real Estate License #

Licensee's Phone Number Fax Number

Licensee's Email Address

REALTOR® Membership

Broker's Address

Broker's Phone Number Fax Number

MLS Office Code Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this Lease is the date of 12/06/2024 and has been filled in by VERONICA SPANN

Agent Certification

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

Agent's Signature: Veronica Spann Date: 6/4/2024

Business Name: 50 Family Alliance Inc.

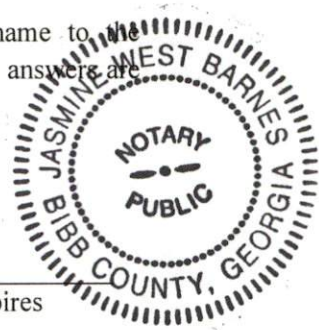
I hereby certify that Veronica Spann (Agent) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 04 day of June, 2024.

Jasmine Barnes
Notary Public

03.11.2025

My Commission Expires



Ownership/Individual Certification

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

Individual/Owner's Signature: Veronica Spann Date: 6/4/2024
(If different from Agent)

Title: CEO/Owner

Business Name: 50 Family Alliance Inc.

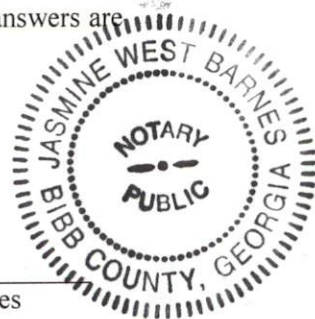
I hereby certify that Veronica Spann (Applicant) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 04 day of June, 2024.

Jasmine Barnes
Notary Public

03.11.2025

My Commission Expires





Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

GEORGIA FAMILY ALLIANCE INC
C/O VERONICA EVETTE SPANN
4172 WEST OAK DR
MACON, GA 31210

Date:
08/02/2022

Person to contact:
Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
July 21, 2022
Contribution deductibility:
Yes
Addendum applies:
No

DLN:

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: GA Family Alliance, Inc.

Business Address: 2920 Houston Ave

Instructions:

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

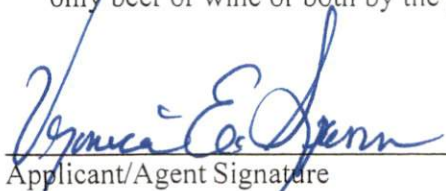
If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

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

Definitions:

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

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


Applicant/Agent Signature

6/4/2024
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

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

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

Business Name:

Georgia Family Alliance, Inc.

Business Address:

2920 Norster Ave Macon, GA 31204

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

CESTDA M. Marbury

Code Enforcement Department Designee

6-3-2024

Date

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

[Signature]

Applicant/Agent Signature

6/3/2024

Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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



Signature

Veronica Spann

Print Name

6/4/2024

Date



Alcohol License Questionnaire

Name of Business: HB Family Alliance, Inc.
 Owner's Name: Veronica Spann
 Address: 4112 West Oak Dr.
Macon, GA 31210

- Do you own or are you leasing your business location? Own ☐ Lease ☒
- If you purchased the building, what was the final sale price as reflected in public records? \$ N/A
- If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?
 Please circle one: Relation, see below ☐ No Relation ☐
Veronica Spann is the property owner built on South End, LLC.
DBA R/S Place Inc. I own it. HB Family Alliance LLC
- If you are leasing the building, will your landlord be involved in the day to day business operations? ☒ Yes ☐ No
owner
- Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? Yes ☐ No ☒
- Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? Yes ☐ No ☒
- Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☒ Yes ☐ No

Veronica E. Spann
 Printed Name of person completing form

[Signature]
 Signature of person completing form

6/4/2024
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

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

Business Name:

Georgia Family Alliance, INC.

Business Address:

2920 Hoxton Ave. Macon, GA 31210

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

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

Veronica E. Spence
Applicant/Agent Signature

6/4/2024
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

1.	<u>Robert Sautsberry</u>	<u>10/31/1982</u>	<u>✓</u>
	Name	Date of Birth	GBPDSA Private Security License #
2.	<u>MaDonna Baker</u>	<u>9/3/1967</u>	<u>PDSC 1772</u>
	Name	Date of Birth	GBPDSA Private Security License #
3.	<u>Andre Diadell</u>	<u>8/13/93</u>	<u>1066903</u>
	Name	Date of Birth	GBPDSA Private Security License #
4.			
	Name	Date of Birth	GBPDSA Private Security License #
5.			
	Name	Date of Birth	GBPDSA Private Security License #
6.			
	Name	Date of Birth	GBPDSA Private Security License #
7.			
	Name	Date of Birth	GBPDSA Private Security License #
8.			
	Name	Date of Birth	GBPDSA Private Security License #
9.			
	Name	Date of Birth	GBPDSA Private Security License #

Shawn
on

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Veronica Spann / Owner CEO
2. Name of the subject of this Certificate, if different from the applicant: DA Family Alliance Inc
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

Built On Faith Enterprises LLC

75 Phase Ln.

Integrity First Realty Inc

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

Veronica E. Spann
Print and Sign Name

Sworn to and subscribed before me this
04 day of June, 20 24.

Garnett Barnes
Notary Public
My Commission Expires: 03.11.2025



Property Owner

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Built On Faith Enterprises LLC
 2. Name of the subject of this Certificate, if different from the applicant: Veronica Evette Spann
 3. Benefit or privilege for which the applicant is applying (mark one):

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

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

Built On Faith Enterprises LLC.
V5 Place Inc.
Integrity First Realty Inc.
HO Family Alliance Inc.

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

Veronica E. Spann
2/6/24

Print and Sign Name

Sworn to and subscribed before me this

04 day of June, 2024

Jamill Baner
 Notary Public

My Commission Expires: 03.11.2025





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

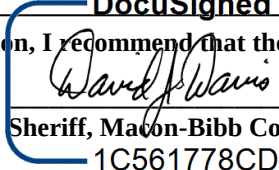
OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Veronica Spann – Fingerprints Completed: 12/16/2024

Business Name: Georgia Family Alliance Inc

Business Address: 2920 Houston Ave Macon GA 31206

DocuSigned by:

After investigation, I recommend that the license requested herein be:			12/20/2024
Granted		Sheriff, Macon-Bibb County, Georgia	Date
		1C561778CDEE414...	
Denied		Sheriff, Macon-Bibb County, Georgia	Date

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

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

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

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



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 7/10/2026 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist

Added to Pre-Commission on 7/15/2025

Introductory Text

All current Alcohol Licenses expire December 31.

There is no grace period.

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

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

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

Application Questions

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

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : No

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

Non-Profit Business : No

Required Attachments

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

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

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

Alcohol Beverage Supplemental Packet:

Ltr to Macon-Bibb County encl app - Murphy Oil (EFILED).pdf

Business Information

☒	For Business Name and Corporation Name, do not include commas or periods. This is an example of what you SHOULD do: "John Doe's Services Inc"
☐	For Business Name and Corporation Name, do not include commas or periods. This is an example of what you SHOULD NOT do: "John Does Services, Inc."

Business Name (DBA) : Murphy Express #8519

Corporation Name : Murphy Oil USA Inc

Business Address : 1402 Gray Highway

City : Macon

State : GA

Zip : 31211

Mailing Address : 200 E Peach Street

City : El Dorado

State : AR

Zip : 71730

Local Business Phone # : (478) 746-7318

Email : dorbulk@sardandleff.com

Owner Name : Murphy Oil USA Inc

Owner Phone # : (870) 875-7558

Are you selling alcohol by the package to go? : Yes

Drugstore : ☐

Food Mart : ☐

Gas Station : ☒

Grocery Store : ☐

Small Box Discount Store : ☐

Specialty Store : ☐

Vice Mart : ☐

Other Small Box Retail Store : ☐

Other/None of the Above/Distilled Spirits/Exempt : ☐

Agent Information

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : Applied For

Agent's First Name : Tabathar

Agent's Last Name : Ellison

Agent's Home Phone # : (706) 473-3812

Job Title : Store Manager

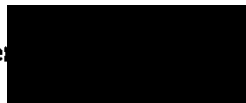
Agent's Home Address : 116 Nicks Way

City : Eatonton

State : GA

Zip : 31024

Social Security Number



License Fees

License Fees (ADD All that Apply)

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

License Fees:

License Fee : Malt Packaged to Go - \$800

License Fee : Wine Packaged to Go - \$700

License Fee : Temporary Alcohol - \$100

Armed Security Personnel

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

Yes/No : No

Certification and Attestation

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

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

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

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

Digital Signature

Your Name Here : Tabathar Ellison

Date

Today's Date : 04/30/2025



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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

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

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

\$ 1,100.00 Alcohol License Fees + \$400 Application Fee = \$ 1,500.00

Agent Information

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

Location/Business Information

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

Business Continuation

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

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

BUSINESS

Federal Tax ID #: 71-0727492 State Tax ID #: 305-521020
 Business Name: Murphy Express #8519 Corporate and Trade Name: Murphy Oil USA, Inc. d/b/a Murphy Express #8519
 Local Business Address: 1402 Gray Highway, Macon, GA 31211
 (P.O. Box Not Allowed) City State Zip
 Mailing Address: 200 E Peach Street, El Dorado, AR 71730
 Street Address (City State Zip)
 Local Business Phone #: (478) 746-7318 Email Address: dorbulk@sardandleff.com
 Elizabeth Mahoney, Esq.,
 Contact Person: Sard & Leff, LLC Contact Phone #: (770) 644-0800

AGENT

Agent's Name: Tabathar Ellison Agent's Title: Store Manager
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 116 Nicks Way City: Eatonton State: GA Zip: 31024
 Home Phone #: (706) 473-3812 Email: dump2450@yahoo.com
 Mailing Address: 116 Nicks Way City: Eatonton State: GA Zip: 31024

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: Tabathar Ellison* Title: Store Manager
 Home Address: 116 Nicks Way City: Eatonton State: GA Zip: 31024
 Home Phone #: (706) 473-3812 Email: dump2450@yahoo.com
 Mailing Address: 200 E Peach Street City: El Dorado State: AR Zip: 71730

Rev. 12/24

*Murphy Oil USA, Inc. is the owner of the business. Ms. Ellison is only identified for purposes of Macon-Bibb County Code of Ordinances Section 4-23(b)(2)(E).

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print): <u>Tabathar Michelle Ellison</u>			
Home Address: <u>116 Nicks Way, Eatonton, GA 31024</u>			
Sex	Race	Date of Birth	Social Security Number
Female	African-American		

☒ This authorization is valid for 90/180/____ (circle one) days from date of signature.
☐ I, Tabathar Ellison, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Tabathar M. Ellison
 Signature

08/11/2025
 Date

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

 Agency Designee Signature and Title

 Date

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

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

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

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

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

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

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

Business Name: Murphy Oil USA, Inc. d/b/a Murphy Express #8519

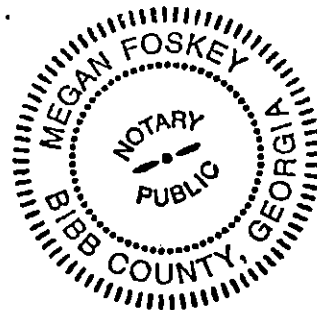
Printed Name of Applicant: Tabathar Ellison

*Signature of Applicant: Tabathar M. Ellison

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 11 DAY OF February, 2025.

Megan Foskey
 NOTARY PUBLIC
March 21, 2027
 MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: MANDA TORRES

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 1402 GRAY HWY, MACON, GA 31211

BUSINESS NAME: Murphy Oil, USA, Inc.

To Be Completed by County Engineer

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

☒ Comply ☐ Does not Comply

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

☐ Not Applicable ☒ Unknown

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

☒ Comply ☐ , but does not comply with other restrictions

☐ Not Applicable

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

☐ Comply ☐ Does Not Comply ☒ Not Applicable

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

Date: 6/2/25

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

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

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

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

(Revised 8-23-2023) PJH

Murphy Express #8519 (Murphy Oil USA, Inc.)
 #1402 Gray Highway
 1,200' — SCHOOL GROUND property line
 Northeast High School
 2,100' — SCHOOL BUILDING
 Northeast High School
 10,700' — COLLEGE CAMPUS property line
 Mercer University
 #433 Cherry Street
 6,650' — ALCOHOLIC TREATMENT CENTER building
 River Edge - Emory Highway
 6,750' — PUBLIC LIBRARY or BRANCH building
 Shurling Branch
 1,600' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 Hunt School Village
 1,700' — CHURCH (building)
 St. Peter's Baptist Church
 1,650' — CHURCH GROUNDS
 St. Peter's Baptist Church
 1,850' — M-B COUNTY RECREATION CENTER property
 Rosa Jackson Community Center
 N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
 Applicant self-identifies as a:
 "Gas Station"

OK!

Paul J. Haimowski
 April 30, 2025

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
24185	644893	Print Legal Ad-IPL02210400 - IPL0221040		1	29 L

Attention:

SARD & LEFF LLC
3789 ROSWELL ROAD
ATLANTA, GA 30342

bharrison@sardandleff.com

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the March 22, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Murphy Oil USA, Inc. / Murphy Express #8519, 1402 Gray Highway Macon, GA 31211. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This March 15, 2025. Murphy Oil USA, Inc., Applicant
IPL0221040
Mar 15, 22 2025

To Whom It May Concern:

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

2 insertion(s) published on:

03/15/25, 03/22/25

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

Mary Castro

Sworn to and subscribed before me this 24th day of March in the year of 2025

Amy Robbins

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



AMY L. ROBBINS
NOTARY PUBLIC
SOUTH CAROLINA

MY COMMISSION EXPIRES 11-03-32

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

OCT-16-2008 11:15A FROM:MBC PLANNING & ZONING 478-751-7448

TO:817706440808

P.1



ZONING COMPLIANCE

MACON-BIBB COUNTY PLANNING AND ZONING COMMISSION

Suite 1000 Southern Trust Bldg., 882 Cherry St., Macon, Georgia 31201
Planning Office 478-751-7480 Zoning Office 478-751-7450 Fax 478-751-7448

PERMIT NO: 08-1179 **DATE OF ISSUE:** 6/16/2008
ISSUED TO: ASHLEY, CHARLES, CEI/MURPHY OIL USA
OWNERS NAME: MURPHY OIL USA
PROPOSED USE: C/STORE FUEL CNTR W/OUTSIDE DISPLAY & BEER & WINE PKG TO
ADDRESS OF PROPOSED USE: 1402 GRAY HWY

NEW BUILDING

IN CITY

MAP NO: 4064

DISTRICT: C-2

CODE: 04/61

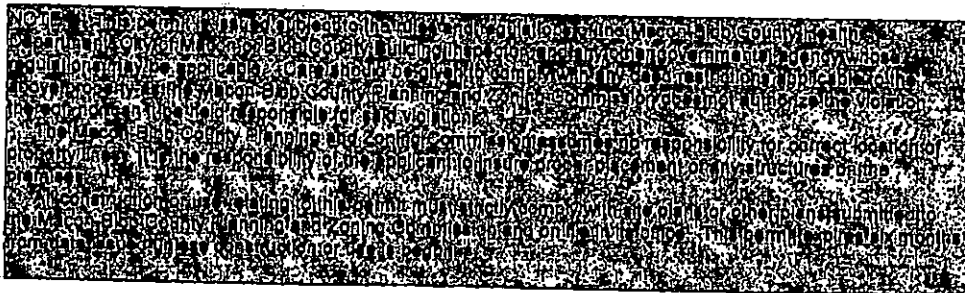
LOT: 0633

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:

As per application, documents and approved plans on file, Commission approval on 3-24-08, approval is granted to construct a 2400 SF building which will have a split-face block façade, 10 pumps, 3-20, 000 gallon underground storage tank's and canopy. Approval is granted for outside display. No sign permit authorized by this permit. Subject to requirements of inspections and fees and business license offices and all applicable, local, state and federal regulations. Addr change due to addressing conflicts per county mapping 8/25/08. FKA as 1368

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 12/16/2008, THIS PERMIT IS NULL AND VOID.

APPROVED BY: JaRanda Doveton



THIS CERTIFICATE OF ZONING COMPLIANCE MUST BE POSTED



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **MURPHY OIL USA, INC.** Control Number: **K225174**
Business Type: **Foreign Profit Corporation** Business Status: **Active/Compliance**
Business Purpose: **NONE**
Principal Office Address: **PO BOX 7300, 200 Peach Street, EL DORADO, AR, 71731-7300, USA** Date of Formation / Registration Date: **12/30/1992**
Jurisdiction: **Delaware** Last Annual Registration Year: **2025**

REGISTERED AGENT INFORMATION

Registered Agent Name: **THE CORPORATION COMPANY (FL)**
Physical Address: **410 Peachtree Parkway Suite 4245, Cumming, GA, 30041, USA**
County: **Forsyth**

OFFICER INFORMATION

Name	Title	Business Address
Galagher Jeff	CFO	200 PEACH STREET, 4TH FLOOR, EL DORADO, AR, 71730, USA
Gregory L. Smith	Secretary	200 PEACH STREET, 4TH FLOOR, EL DORADO, AR, 71730, USA
R. Andrew CLYDE	CEO	200 PEACH STREET, 4TH FLOOR, EL DORADO, AR, 71730, USA

[Back](#)[Filing History](#)[Name History](#)[Return to Business Search](#)

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

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[Report a Problem?](#)

Ownership Disclosure Form

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

Business:

Trade Name: Murphy Express #8519 Name of Corporation: Murphy Oil USA, Inc.

If publicly traded, Stock Symbol and Name of one Listing Exchange: MUSA; NYSE (Parent Company)

Individual:

Name and Title: Murphy USA, Inc., 100% Shareholder Telephone Number: _____

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

Residential Street Address: 200 E Peach Street, El Dorado, AR 71730

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

Mailing Address: P.O. Box 7300, El Dorado, AR 71731

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

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

CERTIFICATE OF INCORPORATION
OF

NEW MURPHY OIL USA, INC.

* * * * *

1. The name of the corporation is

NEW MURPHY OIL USA, INC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is one thousand (1,000) and the par-value of each of such shares is One Dollar (\$1.00) amounting in the aggregate to One Thousand Dollars (\$1,000.00).

At all elections of directors of the corporation, each stockholder shall be entitled to as many votes as shall equal the number of votes which (except for such provision as to cumulative voting) he would be entitled to cast for the election of directors with respect to his shares of stock multiplied by the number of directors to be elected by him, and he may cast all of such votes for a single director or may distribute them among the number to be voted for, or for any two or more of them as he may see fit.

5. The name and mailing address of each incorporator is as follows:

NAME

MAILING ADDRESS

V. A. Brockens

Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

J. L. Austin

Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

M. C. Kinnamon

Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

6. The corporation is to have perpetual existence.

7. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the by-laws of the corporation.

8. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

9. Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

10. The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named,
for the purpose of forming a corporation pursuant to the General Corporation Law of the State
of Delaware, do make this certificate, hereby declaring and certifying that this is our act and
deed and the facts herein stated are true, and accordingly have hereunto set our hands this
28th day of September , 1992.

V. G. Brookens
V. A. Brookens , Incorporator

J. L. Austin
J. L. Austin , Incorporator

M. C. Kinnamon
M. C. Kinnamon , Incorporator



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Tabathar Last Name: Ellison
Home Address: 116 Nicks Way City: Eatonton State: GA Zip: 31024
Home Phone #: (706) 473-3812 Email: dump2450@yahoo.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 116 Nicks Way City: Eatonton State: GA Zip: 31024

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

CERTIFICATION

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

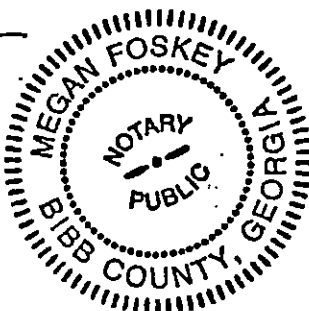
Tabathar M. Ellison
Applicant's Signature

02/11/2025
Date

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

This 11 day of February, 20 25.

Megan Foskey
Notary Public



March 21, 2027
My Commission Expires

Rev. 06/24

Introductory Text

AH 001577

All current Alcohol Handler Licenses expire December 31st.

There is no grace period.

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

Alcohol License Process:

The following is required to renew your insert handler:

- A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- Current Color (passport size) photographs of applicant.
- Payment of the \$25 fee for application or renewal of the Alcohol Handler license.

Accepted Methods of Payment: Credit and Debit.

Applicant Information

Information about your application:

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

Application Type : Initial Application

Demographic Information:

First Name : Tabathar

Last Name : Ellison

Home Address : 116 Nicks Way

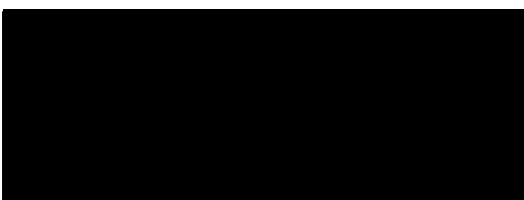
City : Eatonton

State : GA

Zip : 31024

Home Phone # : (706) 473-3812

Email : dump2450@yahoo.com



Mailing Address : 116 Nicks Way

City : Eatonton

State : GA

Zip : 31024

U.S. Citizenship

Are you a United States citizen?

UScitizen : Yes

Upload a copy of the Secure and Verifiable document here.

SecureAndVerifiableUpload:

DL - Ellison.pdf

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

saveAffidavit:

SAVE - Ellison.pdf

Required Attachments

① This application requires you to fill out the Alcohol Handler Supplemental Packet and also submit two current color passport size photographs of the applicant.

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

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

supplementPacket:

Training - Ellison.pdf

① Please Note: The passport photos uploaded must be in color.

Upload a current color passport size photo of applicant here.

photoUpload:

Photo - Ellison.pdf

Certification and Attestation

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

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

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

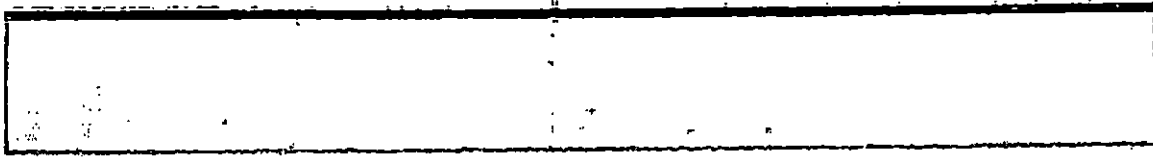
By checking this box I am affirming that I have read the relevant code sections and am familiar with the requirements of licensure. : ☒

Digital Signature

Enter Name Here : Tabathar Ellison

Date

Enter Today's Date : 04/30/2025



Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

TABATHAR ELLISON

Course Completion

NON-BIBB ALCOHOL HANDLER'S PERMIT

Date: 2025-02-11



Tabathar Ellison



AH001577

ALCOHOL HANDLER

EXP: 12/31/2025

RETURN To: Jennifer Vandeman Mafera
Hunter, Maclean, Exley, & Dunn P.C.
200 E. Saint Julian Street
Savannah, Georgia 31401

STATE OF TENNESSEE }

COUNTY OF BLOUNT }

Doc ID: 005536310005 Type: GLR
Filed: 07/14/2008 at 10:13:00 AM
Fee Amt: \$521.00 Page 1 of 5
Transfer Tax: \$505.00
Bibb County Superior Court
Dianne Brannen Clerk
BK 7895 PG 110-114

LIMITED WARRANTY DEED

THIS INDENTURE made this 9th day of July, 2008, by and between **RUBY TUESDAY, INC.**, a Georgia corporation, as Party or Parties of the First Part, hereinafter referred to as Grantor, and **MURPHY OIL USA, INC.**, a Delaware corporation, as Party or Parties of the Second Part, hereinafter referred to as Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

That said Grantor, in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all those tracts or parcels of land lying and being in Bibb County, Georgia (hereinafter referred to as the "Property") as more particularly described in the attached Exhibit "A", incorporated herein by reference, including all buildings, structures, fixtures and equipment located thereon.

Murphy Oil
Limited Warranty Deed

TO HAVE AND TO HOLD the Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE; subject only to the matters referred to as "Permitted Exceptions" set out in the attached Exhibit "B" incorporated herein by reference.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Property unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor, except for claims arising under or by virtue of the Permitted Exceptions.

IN WITNESS WHEREOF, the said Grantor hereunto set its hand and seal, on the day and year first above written.

Signed, sealed, and delivered
in the presence of:

RUBY TUESDAY, INC.,
a Georgia corporation

Patricia P. Moore
Unofficial Witness

By: *[Signature]*
Its: Senior Vice President

Sue B. Coley
Notary Public
My commission expires on: 11/04/08

Attest: *[Signature]*
Its: Secretary

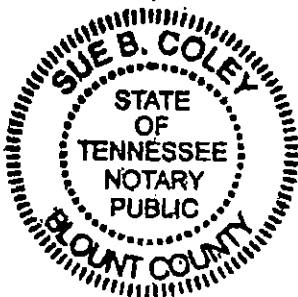


Exhibit "A"

All that Tract of Parcel of Land Lying and Being in Land Lot 30 of the Macon Reserve East of Bibb County, Georgia, and Being More Particularly Described As Follows:

Commencing at the intersection of the Northerly Right-of-Way of Shurling Drive (100' R/W) and the Westerly Right-of-Way of Gray Highway (U.S. Highway 129) (State Routes 11 and 22) (200' R/W). Said point being the Point of Reference;

Thence along the Westerly Right-of-Way of Gray Highway in a Northeasterly direction for a distance of 1333.5 feet to a point; said point being the Point of Beginning for Parcel "D";

Thence leaving said Right-of-Way of Gray Highway, North 79 degrees 15 minutes 56 seconds West for a distance of 179.68 feet to a P-K nail found;

Thence North 10 degrees 44 minutes 04 seconds East for a distance of 186.96 feet to an Iron Pin Found (1" Rod);

Thence South 77 degrees 59 minutes 24 seconds East for a distance of 190.00 feet to a point on the Westerly Right-of-Way of Gray Highway;

Thence along the Westerly Right-of-Way of Gray Highway on a curve to the right having a radius of 2843.81 feet and an arc length of 183.05 feet, subtended by a chord of South 13 degrees 57 minutes 07 seconds West for a distance of 183.02 feet to a point, said point being the Point of Beginning for Parcel "D".

Said property contains 34,353 Square Feet of 0.789 Acres more or less.

EXHIBIT B

1. All taxes for the year 2008 and subsequent years, not yet due and payable.
2. Such state of facts as shown on plats recorded in Plat Book 45, Page 6; Book 63, Page 133; Book 64, Page 30; Book 64, Page 52; Book 87, Page 209, Bibb County Records.
3. 10' Sewer Easement in favor of City of Macon dated April 14, 1965 and recorded in Deed Book 954, Page 145, Bibb County records.
4. 10' Sewer Easement in favor of City of Macon dated October 8, 1970 and recorded in Deed Book 1104, Page 668, Bibb County records.
5. Easement in favor of Georgia Power Company dated April XX, 1985 and recorded in Deed Book 1549, Page 54, Bibb County records.
6. Conveyance of Access Rights to Department of Transportation dated December 18, 1981 and recorded in Deed Book 1422, Page 415, Bibb County records.
7. Reciprocal Easement and Construction Agreement between the Board of Public Education and Orphanage for Bibb County and Gray and Shurling Partners, Limited, dated September 11, 1981 and recorded in Deed Book 1413, Page 655; and amended by Agreement dated November 16, 1981 and recorded in Deed Book 1421, Page 30; and further amended by Restrictive Covenant Agreement and Amendment to Reciprocal Easement and Construction Agreement dated January 3, 2007 and recorded in Deed Book 7345, Page 359, Bibb County records.
8. Reciprocal Easement Agreement between Gray and Shurling Partners, Ltd., and Restaurant Management Services, Inc. dated November 16, 1981, and recorded in Deed Book 1421, Page 20, Bibb County records.
9. Reciprocal Easement Agreement between Gray and Shurling Partners, Ltd. and Restaurant Management Services dated April 12, 1982, and recorded in Deed Book 1427, Page 473, Bibb County records.
10. Reciprocal Easement Agreement between Gray and Shurling Partners, Ltd., and Gene Wall and Joe Wall, dated February 28, 1987, and recorded in Deed Book 1644, Page 70, Bibb County records, as amended by that certain First Amendment to Reciprocal Easement Agreement by and among Macon Developers, Ltd. and Gene Wall and Joe Wall dated July 13, 1987, and recorded in Deed Book 1672, Page 67, Bibb County records.
11. Easement Agreement between Gray Highway Holdings, LLC, and Ruby Tuesday, Inc., dated January 3, 2007 and recorded in Deed Book 7346, Page 1, Bibb County records.
12. Indemnity Agreement by and between Northeast Hillcroft, Inc. and the Georgia Department of Transportation, dated August 18, 1991, and recorded in Deed Book 2051, Page 164, Bibb County records.
13. Any state of facts that would be disclosed by an accurate survey of the Property.
14. Any and all leases, easements, rights-of-way, encumbrances, conditions, covenants, restrictions, reservations and exceptions of record, if any, provided that this reference shall not reimpose the same.
15. All applicable building and zoning ordinances, and all applicable regulations and restrictions imposed by governmental authorities.

Agent Certification

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

Agent's Signature: Tabathar M. Ellison Date: 02/11/2025

Business Name: Murphy Oil USA, Inc. d/b/a Murphy Express #8519

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

This 11 day of February, 2025
Megan Foskey Notary Public March 21, 2027
 My Commission Expires

Ownership/Individual Certification

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

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

Title: _____

Business Name: _____

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

This _____ day of _____, 20____.

 Notary Public

 My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Murphy Oil USA, Inc. d/b/a Murphy Express #8519

Business Address: 1402 Gray Highway, Macon, GA 31211

Instructions:

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

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

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

Definitions:

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

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

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

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

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

Jawon M. Williams
Applicant/Agent Signature

02/11/2025
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

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

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

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

Business Name: Murphy Oil USA, Inc. d/b/a Murphy Express #8519

Business Address: 1402 Gray Highway, Macon, GA 31211

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

Lt Anthony C Fox
Code Enforcement Department Designee

4/16/2025
Date

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

Salvatore E. Ellis
Applicant/Agent Signature

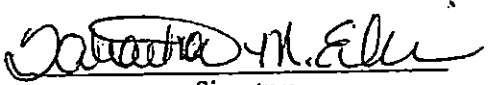
4/16/2025
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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


Signature

Tabathar Ellison
Print Name

02/11/2025
Date



Alcohol License Questionnaire

Name of Business: Murphy Oil USA, Inc. d/b/a Murphy Express #8519

Owner's Name: Murphy Oil USA, Inc.

Address: 1402 Gray Highway, Macon, GA 31211

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

2. If you purchased the building, what was the final sale price as reflected in public records? \$ 10.00

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

Please circle one: Relation, see below No Relation
N/A

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

5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? Yes No
* To Applicant's best knowledge

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

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

Tabathar Ellison
Signature

Tabathar Ellison
Print Name

02/11/2025
Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

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

Business Name: Murphy Oil USA, Inc. d/b/a Murphy Express #8519

Business Address: 1402 Gray Highway, Macon, GA 31211

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

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

Valachar M. E. L.
Applicant/Agent Signature

02/11/2025
Date

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Tabathar Ellison
2. Name of the subject of this Certificate, if different from the applicant:
Murphy Oil USA, Inc. d/b/a Murphy Express #8519
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

N/A

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

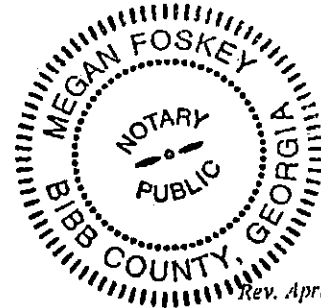
Tabathar Ellison
Print and Sign Name

Sworn to and subscribed before me this

11 day of February, 2025.

Megan Foskey
Notary Public

My Commission Expires: 3/21/27



Page 2 of 2

Rev. April 2022
See O-22-0011

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Murphy Oil USA, Inc. d/b/a Murphy Express #8519

2. Name of the subject of this Certificate, if different from the applicant:
Murphy Oil USA, Inc.

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

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

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

Murphy USA Inc.

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

Greg Smith, VP, Gen. Counsel, Sec.
X _____
Print and Sign Name

Sworn to and subscribed before me this
25 day of February, 2025.

[Signature]
Notary Public
My Commission Expires: Aug 30, 2026

Amanda R Hargett
Notary Public
Union County, Arkansas
Comm. Exp. August 30, 2026
Commission # 12698871



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

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Tabathar Ellison – Fingerprints Completed: 06.10.2025

Business Name: Murphy Oil US Inc dba Murphy Express #8519

Business Address: 1402 Gray Highway, Macon GA 31211

DocuSigned by:		
After investigation, I recommend that the license requested herein be:	<i>David J. Davis</i> 6/14/2025 Sheriff, Macon-Bibb County, Georgia Date	
Granted	1C561778CDEE414... Sheriff, Macon-Bibb County, Georgia Date	
Denied	Sheriff, Macon-Bibb County, Georgia Date	

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

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



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 7/11/2025 (Date) DS (Initials)

Comments

After review, legal recommends approval.

Initials

SF (Initial) Stephanie Freeman, Administrative Office Specialist

Added to the Pre-Commission on 7/15/2025

Introductory Text

All current Alcohol Licenses expire December 31.

There is no grace period.

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

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

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

Application Questions

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

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : No

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

Non-Profit Business : No

Required Attachments

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

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

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

Alcohol Beverage Supplemental Packet:

 SD ETOH APP 2025.pdf

Business Information

 [Redacted Business Information]

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

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

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

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

Business Name (DBA) : The Social Duck

Corporation Name : Social Duck

Business Address : 476 2nd Street

City : Macon

State : GA

Zip : 31201

Mailing Address : 476 2nd Street

City : Macon

State : GA

Zip : 31201

Local Business Phone # : (478) 973-8841

Email : socialduckmacon@gmail.com

Owner Name : Jaree Restuarnt Group

Owner Phone # : (478) 973-8841

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

Agent Information

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : AH000537

Agent's First Name : Janine

Agent's Last Name : Ellis

Agent's Home Phone # : (478) 973-8841

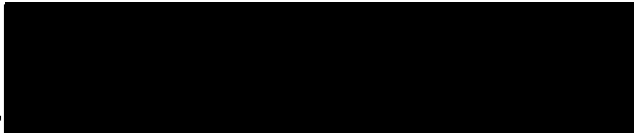
Job Title : operations manager

Agent's Home Address : 402 Rowan Walk

City : Macon

State : GA

Zip : 31210



License Fees

License Fees (ADD All that Apply)

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

License Fees:

License Fee : Alcohol Caterer - \$600

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

License Fee : Temporary Alcohol - \$100

License Fee : Malt Consumed on Premise - \$800

License Fee : Wine Consumed on Premise - \$700

Armed Security Personel

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

Yes/No : No

Certification and Attestation

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

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

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

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

Digital Signature

Your Name Here : Reuben K Ellis

Date

Today's Date : 05/27/2025

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print):	Reuben Kristian Ellis		
Home Address:	402 Rowan Walk Macon GA 31210		
Sex	Race	Date of Birth	Social Security Number
Male	AF AM		

☒ This authorization is valid for 90/180/ (circle one) days from date of signature.
☒ I, Reuben K. Ellis, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Signature

Date

5/29/25

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

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

Purpose Code used: (check one)

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

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

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

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

Agency Designee Signature and Title

Date

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print): Janine Robinson Ellis			
Home Address: 402 Rowan Walk Macon GA 31210			
Sex	Race	Date of Birth	Social Security Number
female	AF AM		

☒ This authorization is valid for 90/180/_____ (circle one) days from date of signature.
☒ I, Janine R. Ellis, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Signature

Date

5/29/25

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

Agency Designee Signature and Title

Date

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

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

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

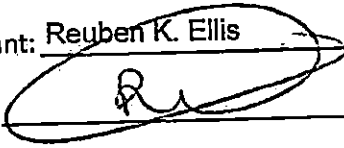
Please check only one option above and submit the required documents with your application.
Please note that the failure to do so will result in a processing delay.

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

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

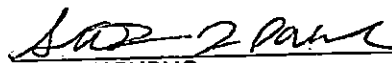
BusinessName: The Social Duck

Printed Name of Applicant: Reuben K. Ellis

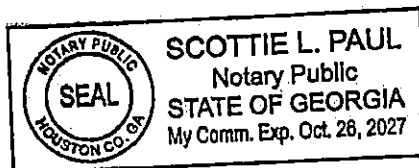
*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 27 DAY OF MAY, 2025.


NOTARY PUBLIC

10-26-2027
MY COMMISSION EXPIRES



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

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

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

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

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

Business Name: The Social Duck

Printed Name of Applicant: Janine R. Ellis

*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 30th DAY OF May, 2025.

Amy M. Stokes
 NOTARY PUBLIC

6/20/28
 MY COMMISSION EXPIRES



MEASUREMENT FORM

Retail Sales of Wine and Malt Beverages
Including both package sales and consumption on the premises
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

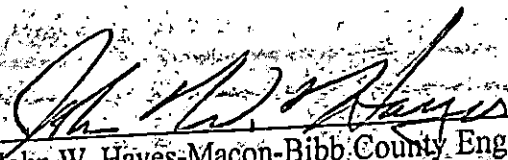
APPLICANT: JANINE ELLIS
PROPOSED LICENSE: LIQUOR PACKAGED TO GO AND CONSUMED ON PREMISES
BUSINESS LOCATION: 476 Second ST. Macon, GA 31201
BUSINESS NAME: THE SOCIAL DUCK

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
☒ Comply ☐ Does not Comply

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

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.
☐ Comply ☐ Complies, but does not comply with other restrictions
☒ Not Applicable

By: 
John W. Hayes-Macon-Bibb County Engineer
Date: 6/12/25

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

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

The Social Duck

476 Second Street

3,900' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emory Highway

3,900' — MHA housing unit property line

1130 Ogletthorpe Street

OK!

Paul J. Hoinowski

May 29, 2025

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
154257	664033	Print Legal Ad-IPL02344570 - IPL0234457		1	28 L

Attention: Mark Bell

Jaree Restaurant Group
468 2nd st
Macon, GA 31210

bftmacon@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR Liquor/Bear/Wine On Premises

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the May 28, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as The Social Duck, 476 2nd St Macon, GA 31210. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This May 21, 2025. Janine Ellis, Applicant
IPL0234457
May 21, 28 2025

To Whom It May Concern:

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

2 insertion(s) published on:

05/21/25, 05/28/25

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

Mary Castro

Sworn to and subscribed before me this 28th day of May in the year of 2025

Amy Robbins

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



AMY L. ROBBINS
NOTARY PUBLIC
SOUTH CAROLINA

MY COMMISSION EXPIRES 11-03-32

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



ZONING COMPLIANCE

PERMIT NO: ZC-2023-2488	PERMIT TYPE: Conditional Use	DATE ISSUED: 11/05/2024
PARCEL NO: Q074-0416	ZONING DISTRICT: CBD-1	NEW CONSTRUCTION: No
NAME OF APPLICANT:	David Thompson MacTown Properties	
PROPOSED USE:	All other conditional use categories Duck Pin Bowling with alcohol COP	
ADDRESS OF PROPOSED USE:	476 SECOND ST	
PROPERTY OWNER'S NAME:	NOTNORTH LLLP	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, plans submitted, department approvals and MBPZ Commission approval at the 12.11.2023; approval is granted to allow the interior renovations for a duck pin bowling alley with alcohol served on premises. The facility will NOT join BearFoot Tavern and will NOT have a food service arrangements through Bearfoot. There will not be food service at this time. The facility will be open to the general public as well as private rentals. All live entertainment must comply with the MBPZ Comprehensive Land Development Resolution Section 1.02[70] and Sections 1.02[1.1 through 1.7] as well as Macon-Bibb County Code of Ordinance Article II enforceable by Code Enforcement. No outside storage or sales authorized. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to filing a copy of the Macon Bibb County Alcoholic Beverage License with the Zoning office. Please review the NOTICE information below for additional instruction.

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

APPROVED BY: *Butch Sementelli*

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



**GEORGIA
CORPORATIONS
DIVISION**

GEORGIA SECRETARY OF STATE
**BRAD
RAFFENSPERGER**

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: The Social Duck, LLC	Control Number: 24138884
Business Type: Domestic Limited Liability Company	Business Status: Active/Compliance
NAICS Code: Any legal purpose	NAICS Sub Code:
Principal Office Address: 1445 Georgia Avenue, Suite 2, Macon, GA, 31201, USA	Date of Formation / Registration Date: 7/15/2024
State of Formation: Georgia	Last Annual Registration Year: 2027

REGISTERED AGENT INFORMATION

Registered Agent Name: **Reuben Kristian Ellis**
Physical Address: **1445 Georgia Ave, Suite 2, Macon, GA, 31201, USA**
County: **Bibb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Ownership Disclosure Form

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

Business:

Trade Name: The Social Duck Name of Corporation: _____

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

Individual:

Name and Title: Reuben K. Ellis Telephone Number: (404) 877-8115

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

Residential Street Address: 402 Rowan Walk Macon GA 31210

Mailing Address: PO BOX 4727 Macon, GA 31208

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

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



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

Alcohol Handler's Beverage License Application Renewal

APPLICANT

First Name: Reuben Last Name: Ellis
 Home Address: 402 Rowan Walk City: Macon State: GA Zip: 31210
 Home Phone #: 404-877-8115 Email: rkrissellis1@gmail.com
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Mailing Address: Same as Above City: _____ State: _____ Zip: _____

- ☒ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☒ You must complete the following only if you are NOT a United States Citizen:
 (S.A.V.E) Systematic Alien Verification For Entitlements affidavit, and provide a copy of:
 (SVD) Secure and Verifiable Document (see list attached)
- ☒ A current Color (passport size) photographs of applicant.
- ☒ \$25 cash, money order, cashier's check, or personal check payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

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

Applicant's Signature: [Signature]

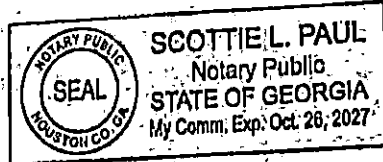
Date: 6/2/25

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

This 3 day of JUNE, 2025

[Signature]
NOTARY PUBLIC

10-26-2027
MY COMMISSION EXPIRES





Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

REUBEN K. ELLIS

Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-12-05

Serial No.

cert_gq11trwk





Reuben Ellis



AH001584

ALCOHOL HANDLER

EXP: 12/31/2025

Introductory Text

All current Alcohol Handler Licenses expire December 31st.

There is no grace period.

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

Alcohol License Process:

The following is required to renew your insert handler:

- A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- Current Color (passport size) photographs of applicant.
- Payment of the \$25 fee for application or renewal of the Alcohol Handler license.

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

Applicant Information

Information about your application:

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

Application Type : Initial Application

Demographic Information:

First Name : Janine

Last Name : Ellis

Home Address : 402 Rowan Walk

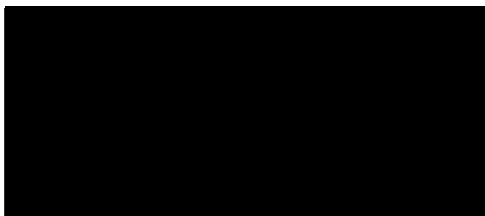
City : Macon

State : GA

Zip : 31210

Home Phone # : (478) 973-8841

Email : janinerellis@hotmail.com



Mailing Address : 402 Rowan Walk

City : Macon

State : GA

Zip : 31210

U.S. Citizenship

Are you a United States citizen?

UScitizen : Yes

Upload a copy of the Secure and Verifiable document here.

SecureAndVerifiableUpload:

image0.jpeg

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

saveAffidavit:

SAVE JE.pdf

Required Attachments

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

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

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

supplementPacket:

je etoh handlers cert 2023.pdf

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

Upload a current color passport size photo of applicant here.

photoUpload:

Certification and Attestation

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

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

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

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

Digital Signature

Enter Name Here : Janine Ellis

Date

Enter Today's Date : 05/30/2025



Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

JANINE ELLIS

Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-10-30

Serial No.

cert_9nnd37w1





Janine Ellis



AH001583

ALCOHOL HANDLER

EXP: 12/31/2025

GEORGIA COMMERCIAL LEASE AGREEMENT (NNN LEASE)

GEORGIA COMMERCIAL LEASE AGREEMENT (NNN LEASE)

This Commercial Lease Agreement ("Agreement") is entered into on this 1st day of May, 2025, by and between:

Lessor:

Jaree Restaurant Group

Mailing Address: 1445 Georgia Avenue, Suite 2, Macon, Georgia 31201

Lessee:

The Social Duck

Premises Address: 476 Second Street, Macon, Georgia 31201

1. Leased Premises

The Lessor hereby leases to the Lessee the commercial property located at 476 Second Street, Macon, Georgia 31201 (the "Premises").

2. Term

The Lease shall commence on May 1, 2025 and shall continue for five (5) years, with automatic annual renewals unless terminated in accordance with Section 15.

3. Base Rent and Escalation

- The monthly base rent shall be \$10,000.00 for the first lease year.
- Beginning on the first anniversary of the Commencement Date, and each year thereafter, the base rent shall increase by ten percent (10%) annually.

GEORGIA COMMERCIAL LEASE AGREEMENT (NNN LEASE)

Lease Year | Monthly Rent | Annual Rent

-----|-----|-----

Year 1 | \$10,000 | \$120,000

Year 2 | \$11,000 | \$132,000

Year 3 | \$12,100 | \$145,200

Year 4 | \$13,310 | \$159,720

Year 5 | \$14,641 | \$175,692

4. Triple Net Lease (NNN)

This is a Triple Net Lease. Lessee shall be responsible for all property taxes, insurance premiums, utilities, maintenance, and repair costs associated with the Premises.

5. Use of Premises

The Premises shall be used and occupied solely for the operation of a restaurant and entertainment venue, including duckpin bowling and related lawful business purposes.

6. Maintenance and Repairs

Lessee shall, at its sole cost and expense, maintain the Premises in good and sanitary condition, including the structure, roof, HVAC, plumbing, and electrical systems.

7. Insurance

Lessee shall maintain comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence and name Lessor as an additional insured. Lessee shall also maintain fire and casualty insurance on all improvements and contents.

8. Taxes

GEORGIA COMMERCIAL LEASE AGREEMENT (NNN LEASE)

Lessee shall pay all ad valorem real estate taxes, personal property taxes, and any other assessments levied against the Premises during the term.

9. Utilities

Lessee shall pay for all utilities and services used on or at the Premises, including electricity, gas, water, sewer, trash, internet, and telephone services.

10. Alterations

Lessee may make interior alterations and improvements upon prior written consent of Lessor. All alterations shall comply with applicable codes and remain the property of Lessor upon termination.

11. Assignment and Subletting

Lessee shall not assign this Lease or sublet any part of the Premises without prior written consent of Lessor.

12. Default

If Lessee fails to pay rent or otherwise breaches this Agreement and fails to cure such breach within 15 days of written notice, Lessor may terminate this Lease and pursue all remedies available at law or in equity.

13. Surrender of Premises

Upon termination or expiration of this Lease, Lessee shall surrender the Premises in good condition, normal wear and tear excepted.

14. Notices

All notices under this Lease shall be in writing and delivered by hand or certified mail to the addresses listed above, or such other address as either party may designate in writing.

GEORGIA COMMERCIAL LEASE AGREEMENT (NNN LEASE)

15. Renewal and Termination

This Lease shall automatically renew on an annual basis for up to five years unless either party provides ninety (90) days written notice of non-renewal before the expiration of the then-current lease year.

16. Governing Law

This Lease shall be governed and construed in accordance with the laws of the State of Georgia.

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

LESSOR: JARRE RESTAURANT GROUP *MACTOWN Properties*

By: *James Eli*

Name: *James Eli*

Title: *owner*

Date: *4/30/25*

LESSEE: THE SOCIAL DUCK

By: *[Signature]*

Name: *Raulson Eli*

Title: *manager*

Date: *4/30/25*

Agent Certification

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

Agent's Signature: _____ Date: 05/27/2025

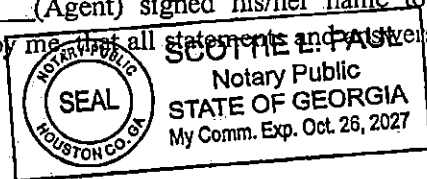
Business Name: The Social Duck

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

This 27 day of MAY, 2025.

Scottie L. Paul

NOTARY PUBLIC



10-26-2027

MY COMMISSION EXPIRES

Owner/Individual Certification

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

Individual/Owner's Signature: _____ Date: 05/27/25
(If different from Agent)

Title: Managing Member

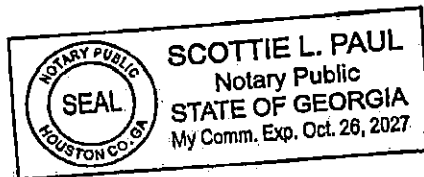
Business Name: The Social Duck

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

This 27 day of MAY, 2025

Scottie L. Paul

NOTARY PUBLIC



10-26-2027

MY COMMISSION EXPIRES

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: The Social Duck

Business Address: 476 2nd Street, Macon GA 31201

Instructions:

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

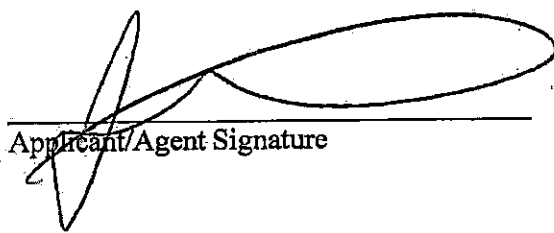
If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

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

Definitions:

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

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



Applicant/Agent Signature

05/27/25

Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

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

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

Business Name: The Social Duck

Business Address: 476 2nd Street, Macon GA 31201

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

Code Enforcement Department Designee

Date

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

Applicant/Agent Signature

Date

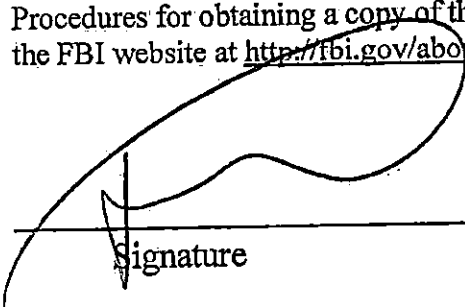
Security Camera Compliance Verification Form
Rev. March 2021
Page 2 of 2

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

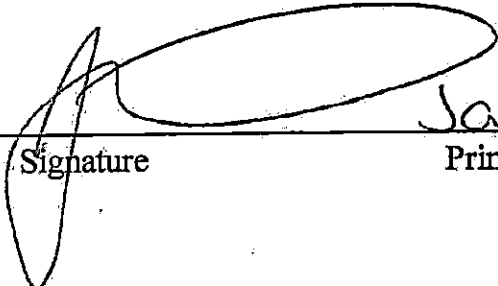
	Rainbow K Ellis	6/26/25
Signature	Print Name	Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

	Janine Ellis	5/30/25
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: The Social Duck
 Owner's Name: Jaree Restuarant Group
 Address: 402 Rowan Walk Macon GA 31201

1. Do you own or are you leasing your business location? Own Lease
 2. If you purchased the building, what was the final sale price as reflected in public records? \$ _____

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

Please circle one: Relation, see below No Relation
 Mutual owners, of the business that own each

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

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

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

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

Janine Ellis
 Printed Name of Person Completing Form

[Signature]
 Signature of Person Completing Form

5/27/25
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

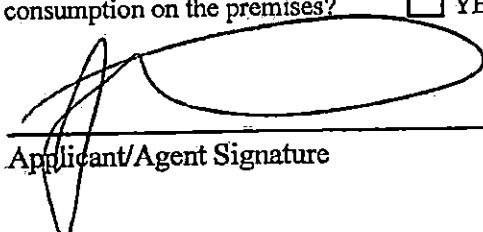
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: The Social Duck

Business Address: 476 2nd Street, Macon GA 31201

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

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


Applicant/Agent Signature

05/27/2025

Date

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

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County Certificate of Good Standing

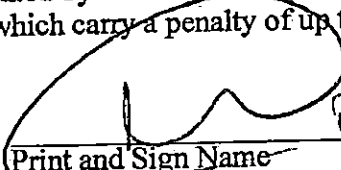
1. Name and Title of the applicant: The Social Duck
2. Name of the subject of this Certificate, if different from the applicant: _____
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

Jaree Restuarant Group

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

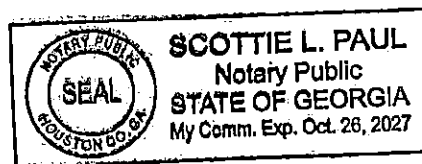

 Print and Sign Name

Sworn to and subscribed before me this
27 day of MAY, 2025.

Scott L. Paul

Notary Public

My commission expires: 10-26-2027



Macon-Bibb County Certificate of Good Standing

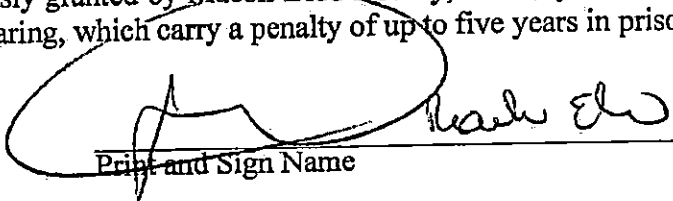
1. Name and Title of the applicant: Jareel Restuarant Group
2. Name of the subject of this Certificate, if different from the applicant:
The Social Duck
3. Benefit or privilege for which the applicant is applying (mark one):

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

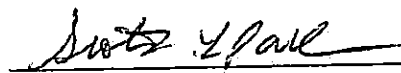
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of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

Reuben K. Ellis

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

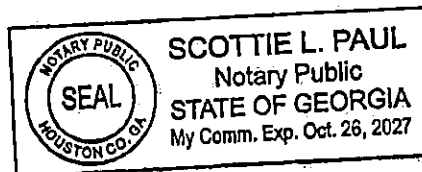

Print and Sign Name

Sworn to and subscribed before me this
27 day of MAY, 2025.



Notary Public

My commission expires: 10-26-2027



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Reuben K. Ellis
2. Name of the subject of this Certificate, if different from the applicant:
The Social Duck
3. Benefit or privilege for which the applicant is applying (mark one):

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

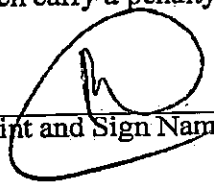
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of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

Physician Consultants of Georgia, Midtown Vascular Center, Mactown Properties, Jaree Real Estate Group

Bearfoot Tavern, Miramar Real estate group, Dublin Kidney Institute, Dublin Real estate group,

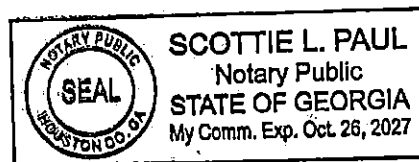
Warner Robins Real estate group

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


 Print and Sign Name

Sworn to and subscribed before me this
27 day of MAY, 2025.

Scottie L. Paul
 Notary Public
 My commission expires: 10-26-2027





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

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Reuben Kristian Ellis, Janine Robinson Ellis – Fingerprints Completed: 06.04.2025

Business Name: The Social Duck LLC dba Social Duck

Business Address: 476 2nd Street, Macon GA 31201

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 _____ Sheriff, Macon-Bibb County, Georgia	_____ Date
		6/10/2025
Denied	1C561778CDEE414... _____ Sheriff, Macon-Bibb County, Georgia	_____ Date

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

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



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 7/11/2025 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF

Stephanie Freeman, Administrative Office Specialist



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REAPPOINTING DR. SUNDRA WOODFORD TO THE MACON-BIBB COUNTY LAND BANK AUTHORITY BOARD OF DIRECTORS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, in 2015, per Resolution R-15-0152, the Macon-Bibb County Commission reconstituted the Macon-Bibb County Land Bank Authority under the 2012 Georgia Land Bank Act; and

WHEREAS, Section 4.01 of that Resolution stated that the converted Land Bank Authority shall continue to be governed by its Board of Directors; and

WHEREAS, Section 4.02 stated that each member of the Board of Directors shall serve a term of four (4) years; and

WHEREAS, Section 4.02 stated that the initial terms of the Board members under the converted Land Bank Authority shall be adjusted for the purpose of staggering the terms; and

WHEREAS, the Macon-Bibb County Land Bank Authority has respectfully requested to reappoint Dr. Sundra Woodford to serve on the Land Bank Authority Board of Directors for a term of four (4) years, with said term to begin on the effective date of this Resolution; and

WHEREAS, Dr. Sundra Woodford has expressed her interest and willingness to continue to serve and meets all requirements necessary to serve on the Macon-Bibb County Land Bank Authority Board of Directors; 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 Dr. Sundra Woodford is hereby

reappointed to serve as a member of the Land Bank Authority Board of Directors for a four (4) year term, with said term to begin effective date of this Resolution.

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

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

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Reappointing Dr. Sundra Woodford to Land Bank Authority 7-1-25.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 REAPPOINTING JUDGE SARAH HARRIS AND ANDREA COOKE TO THE REGION TWO (2) DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES ADVISORY BOARD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Region Two (2) Department of Behavioral Health & Developmental Disabilities Advisory Board (“DBHDD”) was created pursuant to O.C.G.A. § 37-1-20; and

WHEREAS, DBHDD plans for and implements the coordination of mental health, developmental disability, and addictive disease services with physical health services, and the prevention of any of these diseases or conditions; and

WHEREAS, pursuant to O.C.G.A. § 37-2-5(b)(2), Macon-Bibb County is allocated four (4) members to serve on the DBHDD; and

WHEREAS, pursuant to O.C.G.A. § 37-2-5(b)(2), each appointee to the DBHDD is appointed by the Mayor and subject to confirmation by the Macon-Bibb County Commission; and

WHEREAS, pursuant to O.C.G.A. § 37-2-5(b)(4), in order to be eligible for appointment to the DBHDD, a person must be a consumer of disability services, a family member of a consumer, an advocate for disability services, or a local leader or businessperson with an interest in mental health, developmental disabilities, and addictive diseases; and

WHEREAS, Judge Sarah Harris meets the necessary requirements for reappointment to serve on the DBHDD as a local leader with an interest in mental health, developmental disabilities, and addictive diseases, and has been recommended to serve in such capacity; and

WHEREAS, Andrea Cooke meets the necessary requirements for reappointment to serve on the DBHDD as a local leader with an interest in mental health, developmental disabilities, and addictive diseases, and has been recommended to serve in such capacity; and

WHEREAS, Judge Sarah Harris and Andrea Cooke have expressed their interest and willingness to serve on the Region Two (2) Department of Behavioral Health & Developmental Disabilities Advisory Board; 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 Judge Sarah Harris and Andrea Cooke are hereby reappointed to serve as members on the Region Two (2) Department of Behavioral Health & Developmental Disabilities Advisory Board, each for a three (3) year term, with said term to begin effective date of this Resolution.

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

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

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

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

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

Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

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 Reappointing Judge Sarah Harris & Andrea Cooke to Region Two Department of Behavioral Health Advisory Board 7-1-25.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 REAPPOINTING SETH CLARK TO THE BOARD OF DIRECTORS FOR VISIT MACON, INC.; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Convention and Visitors Bureau (“CVB”) was created in 1980 as the non-profit destination marketing agency for Macon-Bibb County; and

WHEREAS, in 2017, the CVB legally changed its name to Visit Macon, Inc. (“Visit Macon”); and

WHEREAS, Visit Macon is an entity that encourages, develops, and expands tourism and conventions within Macon-Bibb County; and

WHEREAS, the bylaws of Visit Macon, Inc. state that one of the seven (7) members of its Board of Directors shall be selected from and approved by the Macon-Bibb County Commission; and

WHEREAS, Commissioner Seth Clark has been recommended for reappointment to serve a three (3) year term on the Board of Directors for Visit Macon; and

WHEREAS, Commissioner Seth Clark has expressed his interest and willingness to continue serving as a member on the Board of Directors for Visit Macon; 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 Commissioner Seth Clark is hereby reappointed to serve on the Board of Directors for Visit Macon for a three (3) year term, with said term to begin effective date of this Resolution.

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

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

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Reappointing Seth Clark to Visit Macon Board of Directors 7-1-25.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 REAPPOINTING ELAINE LUCAS TO THE CENTRAL GEORGIA JOINT DEVELOPMENT AUTHORITY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Central Georgia Joint Development Authority ("CGJDA" or "Authority"), was created by general statute under the Development Authorities Law, O.C.G.A. 36-62-1 et (the "Act"), and is responsible for promoting the general welfare and economic prosperity of the Middle Georgia Region; and

WHEREAS, in accordance with the provisions of the Act and the Bylaws of the CGJDA, participating local governments promote the general welfare and economic prosperity of the Middle Georgia Region particularly in the Counties of Baldwin, Crawford, Houston, Jones, Macon-Bibb, Monroe, Peach, Pulaski, Putnam, Twiggs, and Wilkinson; and

WHEREAS, the board of directors of the CGJDA consists of forty-four members, with four members appointed by the Board of Commissioners of each member county, with the requirement that all members must be residents of the County from which they are appointed; and

WHEREAS, Elaine Lucas has been recommended for reappointment to the CGJDA, resides in Macon-Bibb County, and has expressed her interest in continuing to serve as a member of the CGJDA; 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 Elaine Lucas is hereby reappointed

to serve on the Central Georgia Joint Development Authority for a four (4) year term, with said term to begin effective date of this Resolution.

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

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

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Reappointing Elaine Lucas to Central Georgia Joint Development Authority 7-1-25.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 REAPPOINTING RAYMOND WILDER TO SERVE AS A MEMBER OF THE MACON FIRE AND POLICE RETIREMENT BOARD OF TRUSTEES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Article VII of the Macon Fire and Police Retirement System authorizes the Mayor to appoint two Commissioners to serve on the Retirement Board of Trustees, with said appointments being subject to approval by the Macon-Bibb County Commission; and

WHEREAS, members of the Board serve for a term of two (2) years, and until a successor has been selected; and

WHEREAS, Commissioner Raymond Wilder has been recommended by the Mayor for reappointment to serve on the Fire and Police Retirement Board of Trustees; and

WHEREAS, Commissioner Wilder meets the necessary requirements for reappointment and has expressed his interest and willingness to serve on the Fire and Police Retirement Board of Trustees; 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 Commissioner Raymond Wilder is hereby reappointed to serve as a member on the Fire and Police Retirement Board of Trustees for a two (2) year term, with said term to begin effective date of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be

considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

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

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

*Q:\RES MACON-BIBB\2025 Miller Reappointing Raymond Wilder to Fire and Police Retirement Board of Trustees
7-1-25.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 |
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A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REAPPOINTING NANCY WHITE AND YAMEIKA HEAD TO THE BIBB COUNTY DEPARTMENT OF FAMILY AND CHILDREN SERVICES BOARD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, pursuant to O.C.G.A. § 49-3-2, the Macon-Bibb County Commission is authorized to appoint the members who serve on the Bibb County Department of Family and Children Services Board; and

WHEREAS, Nancy White and Yameika Head have been recommended for reappointment to the Bibb County Department of Family and Children Services Board; and

WHEREAS, Nancy White and Yameika Head will serve five (5) year terms, with said term to begin effective date of this Resolution; and

WHEREAS, Nancy White and Yameika Head have expressed their interest and willingness to serve on the Bibb County Department of Family and Children Services Board, and meet all requirements necessary for reappointment; 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 Nancy White and Yameika Head are hereby reappointed to serve as members of the Bibb County Department of Family and Children Services Board for a five (5) year term, with said term to begin effective date of this resolution and expiring June 30, 2030.

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

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

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Reappointing Nancy White and Yameika Head to DFCS Board 7-1-25.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 REAPPOINTING KAY BELIVEAU AND THERON USSERY TO SERVE AS MEMBERS OF THE MACON-BIBB COUNTY SPLOST ADVISORY COMMITTEE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, via Resolution R-17-0277, the Macon-Bibb County Commission established the Macon-Bibb County SPLOST Advisory Committee to receive quarterly updates regarding the progress of SPLOST projects, prepare quarterly reports on the scheduling and progress of those projects, and to give input and recommendations regarding matters related to those projects; and

WHEREAS, the Committee is comprised of seven Macon-Bibb County residents, serving three-year terms, appointed by the Mayor of Macon-Bibb County and subject to approval by the Macon-Bibb County Commission; and

WHEREAS, Kay Beliveau and Theron Ussery have been recommended by the Mayor for reappointment to the Macon-Bibb County SPLOST Advisory Committee; and

WHEREAS, Kay Beliveau and Theron Ussery meet the necessary requirements for reappointment and have expressed their interest and willingness to serve on the Macon-Bibb County SPLOST Advisory Committee; 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 Kay Beliveau and Theron Ussery are hereby reappointed to serve as members on the Macon-Bibb County SPLOST Advisory Committee for a three (3) year term, with said term to begin effective date of this Resolution.

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

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

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Reappointing Kay Beliveau and Theron Ussery to SPLOST Advisory 7-1-25.docx



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BTBB, INC. FOR THE PROVISION OF A BUILDING FEASIBILITY STUDY FOR THE RADIO SHOP AND FOR ARCHITECTURAL SERVICES FOR THE PUBLIC WORKS BUILDING RENOVATIONS, IN THE AMOUNT OF \$50,000.00, TO BE PAID FROM THE SPLOST 2018 FUND – PUBLIC SAFETY – PUBLIC SAFETY OTHER - PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County intends to improve its radio communications shop and its public works building; and

WHEREAS, the County has selected BTBB, Inc. to perform the required building studies and architectural services for the aforementioned projects; and

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

WHEREAS, the Macon-Bibb County Commission desires to approve the hiring of BTBB, Inc., to perform the aforementioned services, for a total cost of \$50,000.00, as provided in Exhibit A, attached hereto and incorporated herein by reference; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute a professional services agreement with BTBB, Inc., in the amount of \$50,000.00, to provide building study and architectural services for the improvement of its radio communications shop and public

works building, in substantially the same form as Exhibit A, and to be paid from the SPLOST 2018 Fund – Public Safety – Public Safety Other - Property line item.

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

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

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

*Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with BTBB Inc for Building Study and Public Works
\$50,000 7-9-25.docx*

EXHIBIT A

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

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

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

1. Scope of Services

Architect shall commence, diligently pursue, and complete the building feasibility review at Lower Poplar Street and Central City Park and the architectural designs for the renovation of the public works building at 4520 Knight Road as set forth in this Agreement and as more specifically detailed in Exhibit A – Radio Shop Building Renovation Scope of Services ("Exhibit A"), attached hereto and incorporated herein by reference. All services will be performed in accordance with federal, state, and local laws. Architect shall maintain current licenses and permits as required for services provided to the County. Any changes to the scope of service shall be made in writing in the form of Change Orders and mutually agreed upon by the Parties. Architect is not obligated to perform services beyond what is contemplated in this Agreement.

2. Compensation

For the performance of services as described in this Agreement, Architect shall receive from the County compensation in the amount of \$50,000.00. Additionally, Architect shall be entitled to receive compensation for reimbursables and additional services, as required, as described in Exhibit A.

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

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

3. Term

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

4. Termination

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

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

5. Fiscal Non-Appropriation Clause

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

6. Performance Standards

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

7. Independent Contractor

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

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

8. Subcontracting and Assignment

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

9. Conflicts of Interest

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

10. Indemnification

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

11. Insurance

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

- Worker's compensation insurance to cover obligations imposed by applicable law by any employee engaged in the performance of work under this Agreement.
- Comprehensive General Liability ("CGL") with combined single limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, covering all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket

contractual, independent contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include County as additional insured. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the required limits.

- Professional Liability with liability limits of not less than \$1,000,000.00.
- (b) Prior to the commencement of Services, Architect shall submit certificates of insurance acceptable to County. Each insurance policy required above shall be issued by a company authorized by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Architect is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.
- (c) All deductibles shall be paid by Architect. Except as to the Professional Liability policy, all liability policies obtained by Architect in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County as additional insureds, and all such policies shall apply separately to each insured against whom any claim is made or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Architect. Architect shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of insurance no later than thirty (30) days prior to the renewal or material amendment of any required insurance policy. Architect shall provide complete copies of any or all insurance policies upon written demand. If any policy covered by this Agreement is cancelled, non-renewed, or has policy limits reduced outside of the limits of this Agreement, Architect shall immediately provide notice of such to County.
- (d) The County shall be under no obligation to ensure that Architect, or any subcontractor, complies with the insurance requirements of this Agreement, and Architect assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Architect further agrees to indemnify and hold harmless the County for any claims arising from Architect's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

12. Ownership of Documents

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

exclusive rights to receive and use such materials in such manner and for such purposes as determined by it.

13. Confidential Information and Open Records

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

14. Audit Clause

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

15. Publicity

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

16. Discrimination and ADA Compliance

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

17. Drug Free Workplace

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

18. Notices

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

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

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

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

19. Force Majeure

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

20. Dispute Resolution and Jury Trial

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

21. Attorney's Fees

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

22. Authority to Execute

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

23. Counterparts

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

24. Electronic Representations and Records

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

25. Waiver

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

26. Severability

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

27. Survival

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

28. Entire Agreement

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

[Signatures on the following page.]

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

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor Date _____

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

BTBB, Inc.:

By: _____
Date _____

Attested: _____
_____(Title) Date _____

Q:\CONTRACTS\2025-1375 BTBB Architects Inc - Buildings Feasibility Review
\$50,000.00.docx

EXHIBIT A



**MACON-BIBB COUNTY
RADIO SHOP BUILDING RENOVATION
BTBB #2024-29**

June 4, 2025

REVISED SCOPE OF SERVICES

Review feasibility of existing buildings at Lower Poplar Street and at Central City Park (requested by Christopher Land).

Renovation of existing public works building at 4520 Knight Road.

- Replace building shell plus new addition for warehouse space
- Replace building systems (MEP) plus fully-conditioned warehouse space
- Build-out for Radio Shop
- Site work to drive for loading dock (to include limited site survey)

Consulting Engineers:

CivilGraham Engineering Services
Structural..... Pi-Tech
Mechanical/Plumbing/Fire Protection Total Engineers
Electrical Electrical Design Consultants

Services do not include:

- Bidding (by MBC Procurement)
- Job Administration during construction

FEE

LUMP SUM - \$50,000

For Additional Services of the Architect, if required and approved by the Owner, hourly rates shall be as follows:

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

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

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

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

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



Robert W. Brown, President
BTBB inc.

Lester Miller, Mayor
Macon-Bibb County, Georgia

June 4, 2025
Date

Date

Attested _____
Janice S. Ross, Clerk of Commission
Macon-Bibb County, Georgia

Date



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AGREEING TO PARTICIPATE IN THE NATIONAL SANDOZ OPIOID SETTLEMENT, AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County (the “County”) initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief; and

WHEREAS, Defendants Sandoz, Inc. (“Sandoz”) and Novartis AG (“Novartis”), are global leading pharmaceutical manufacturers, and were previously a single company until October 4, 2023, when Sandoz spun off into a distinct entity; and

WHEREAS, Sandoz and its affiliates, including Novartis, have reached an agreement-in-principal to settle the claims against them, which will include establishing a settlement fund of \$99,500,000.00, (the “Sandoz Settlement”) to be distributed among those jurisdictions and tribes which agree to participate in the Sandoz settlement, provided that the existing agreement requires participation by at least 85% of eligible participants in order to be effective; and

WHEREAS, the specific allocation of Sandoz Settlement funds to each jurisdiction will not be known until after the participation deadline has passed and the number of participating jurisdictions has been determined by the courts, and those allocations will be determined by a court-appointed referee; and

WHEREAS, it is anticipated at this time that the proceeds from the Sandoz Settlement fund will be distributed to participants sometime in calendar year 2026; and

WHEREAS, notwithstanding the above, the Macon-Bibb County Commission finds that participating in this settlement offers the best chance for recovery from these defendants in this matter, and understands that the funds received hereby will be required to be used for the mitigation of harms caused by the opioid epidemic in accordance with the orders of the Court; and

WHEREAS, the County desires to participate in the Sandoz Settlement and agrees to be bound by the settlement agreement, which is attached hereto as Exhibit A, and incorporated herein by reference; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that that the County Board of Commissioners, as the governing body of the County, hereby agrees to participate in the Sandoz Settlement, and authorizes the Mayor to execute the Subdivision Participation Form attached hereto at Exhibit B and incorporated herein by reference.

BE IT FURTHER RESOLVED that the County Board of Commissioners hereby appoints Mayor Lester M. Miller, or his designee, as the duly-appointed representative of the County for the purposes of participating in the Sandoz Settlement and agreeing to be bound by the terms of the settlement agreement, and that Mayor Miller shall have authority to execute all such further or additional documents as may be necessary to carry out the intents of this Resolution.

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

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

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

EXHIBIT A

SANDOZ SETTLEMENT AGREEMENT

This Sandoz Settlement Agreement dated as of August 31, 2023 (“*Agreement*”) sets forth the terms of settlement between and among Participating Subdivisions and Participating Tribes, and Sandoz (in each case as defined below), to take effect as of the Effective Date (as defined below).

Table of Contents

I.	Definitions.....	2
II.	Release	8
III.	Monetary Relief and Payments	12
IV.	Allocation and Use of Settlement Funds	12
V.	Participation by Subdivisions and Tribes	15
VI.	Defendants to be Released Upon Meeting Threshold Requirements	16
VII.	Plaintiffs’ Attorneys’ Fees and Costs	17
VIII.	Dispute Resolution.....	17
IX.	Miscellaneous	17

Whereas, Participating Subdivisions and Participating Tribes by and through the Participating Subdivision Designees and Participating Tribe Designees (as defined below), and Sandoz, share a common desire to resolve disputes between Participating Subdivisions and Participating Tribes, and Sandoz, relating to opioid medications according to the terms set out in this Agreement;

Whereas, the Parties agree and understand that upon satisfaction of the conditions set forth herein, this Agreement will be binding on the Participating Subdivisions and Participating Tribes;

Whereas, the Parties to this Agreement now desire to avoid further expense and proceedings and to settle their disputes under the terms and conditions of this Agreement as set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Parties as follows:

I. Definitions

Unless otherwise specified, the following definitions apply:

1. “*Agreement*” means this Agreement between Participating Subdivisions and Participating Tribes and Sandoz, inclusive of all exhibits.
2. “*Alleged Harms*” means the alleged past, present, and future financial, societal, and related harms and expenditures arising out of the alleged misuse and abuse of opioid products, including those expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Sandoz.
3. “*Claim*” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim (but only with respect to each Participating Subdivision or Participating Tribe), promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment,

disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever. Claim does not include any individuals' personal injury or wrongful death cause of action.

4. “*Claim-Over*” means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.
5. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to any Product, including without limitation (a) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, or use or abuse of any Product; orders, prescriptions, formularies, guidelines, payments or rebates for any Product; policies, practices and/or operating procedures, statements, contracts, commercial arrangements, insurance, claim or benefit administration, claim adjudication, plan design, data and sales thereof, and any other act or failure to act relating to, any Product; and any system, plan, policy or advocacy relating to any Product, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product; (b) the characteristics, properties, risks, or benefits of any Product; (c) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders, prescriptions, or conduct related to any Product; (d) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to any Product; or (e) controls against diversion, corresponding responsibility, and suspicious order monitoring related to any Product.
6. “*Effective Date*” means the date that the Participating Subdivisions and Participating Tribes execute and deliver (or cause to be delivered) to the Participating Subdivision Designees and the Participating Tribe Designees, as appropriate, and to Sandoz, in accordance with Section V.A., the Subdivision Participation Forms and Tribe Participation Forms, signed by 85% (as measured by number of cases and allocation of the Settlement Fund) of Litigating Subdivisions and Litigating Tribes, which are set forth

on **Exhibit A** of this Agreement. The Effective Date shall be no later than January 31, 2024, provided, however, that: (1) the Participating Subdivision Designees and the Participating Tribe Designees shall have the one-time unilateral right to extend the deadline by 90 days; and (2) Sandoz shall have the unilateral right in its sole discretion to further extend that deadline to a date of its choosing and/or to proceed with the Agreement even if the 85% threshold has not been satisfied.

7. “*Eligible Entities*” has the meaning set forth in Section V.C., and includes those Litigating Subdivisions and Litigating Tribes identified in **Exhibit A** attached hereto.
8. “*Litigating Subdivision*” means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for Alleged Harms to the Subdivision and/or its members thereof) that has pending Released Claims against Sandoz as of August 25, 2023, as identified on **Exhibit A** hereto.
9. “*Litigating Tribe*” means a Tribe that has pending any Released Claims against Sandoz as of August 25, 2023, as identified on **Exhibit A** hereto.
10. “*MDL*” means *In re National Prescription Opiate Litigation*, Case No. 1:17-md-2804.
11. “*MDL Court*” means the United States District Court for the Northern District of Ohio, Eastern Division, presiding over the MDL.
12. “*Non-Participating Subdivision*” means any Subdivision that does not execute a Subdivision Participation Form prior to or within 14 days after the Effective Date of this Agreement or any Subdivision that, prior to the Effective Date of this Agreement, affirmatively opts out of this settlement by providing written notice to the Participating Subdivision Designees and Sandoz of its intent to litigate its Claims against Sandoz.
13. “*Non-Participating Tribe*” means any Tribe that does not execute a Tribe Participation Form prior to or within 14 days after the Effective Date of this Agreement or any Tribe that, prior to the Effective Date of this Agreement, affirmatively opts out of this settlement by providing written notice to the Participating Tribe Designees and Sandoz of its intent to litigate its Claims against Sandoz.
14. “*Non-Party Covered Conduct Claim*” means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).
15. “*Non-Party Settlement*” means a settlement by any Releasor that settles any

Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

16. “*Non-Released Entity*” means an entity that is not a Released Entity.
17. “*Ongoing Common Benefit Order (Dkt. #4428)*” means the Ongoing Common Benefit Order (Dkt. #4428) entered by the MDL Court in the MDL.
18. “*Opioid Remediation*” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to remediate Alleged Harms, including to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis. Qualifying expenditures may include reasonable related administrative expenses.
19. “*Participating Subdivision*” means any Litigating Subdivision identified in **Exhibit A** that executes a Subdivision Participation Form prior to or within 14 days after the Effective Date.
20. “*Participating Tribe*” means any Litigating Tribe identified in **Exhibit A** that executes a Tribe Participation Form prior to or within 14 days after the Effective Date.
21. “*Participating Subdivision Designees*” means Jayne Conroy and Michael Angelides of Simmons Hanly Conroy (*see* Section IX.J. below for their contact information).
22. “*Participating Tribe Designees*” means Steve Skikos and Mark Crawford of Skikos, Crawford, Skikos & Joseph (*see* Section IX.J. below for their contact information).
23. “*Parties*” means Sandoz, Participating Subdivisions, and Participating Tribes (each, a “*Party*”).
24. “*Post-Settlement Claim*” means any Claim commenced against Sandoz by any Subdivision or Tribe after the date of this Agreement, whether in the MDL Court or any federal, state, district, territorial, or other court, or any other judicial, quasi-judicial, or arbitral body, alleging any Covered Conduct as the basis or partial basis for the Claim.
25. “*Product*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance,

that is (1) an opioid or opiate, as well as any product containing any such substance; (2) a benzodiazepine, a muscle relaxer, carisoprodol, zolpidem, or gabapentin; or (3) a combination or “cocktail” of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance.

26. *“Released Claims”* means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, “Released Claims” include any Claims that have been asserted against the Released Entities by any Participating Subdivision or Participating Tribe in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by a Participating Subdivision, Participating Tribe or any Releasors (whether or not such Participating Subdivision, Participating Tribe or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that “Released Claims” be interpreted broadly. This Agreement does not release Claims by private individuals for any of their own damages for alleged personal injuries arising out of their use of any Product. But in any action arising from or relating to such Claims or the Covered Conduct, the Released Entities may assert as a defense or otherwise argue that the payments required herein serve as a measure of compensation for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law.
27. *“Released Entities”* has the meaning set forth in Section VI.A.
28. *“Releasors”* means (1) each Participating Subdivision and Participating Tribe, and (2) without limitation and to the maximum extent of the power of each Participating Subdivision and Participating Tribe to release Claims, (a) the Participating Subdivision’s and Participating Tribe’s departments, agencies, divisions, boards, commissions, subdivisions, instrumentalities of any kind and attorneys, and any person in their official capacity whether

elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and (b) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public but only with respect to each Participating Subdivision or Participating Tribe.

29. “*Sandoz*” means Sandoz Inc. and all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, or assigns, including but not limited to Sandoz International GmbH, Novartis Pharmaceuticals Corporation, and Novartis AG and its subsidiaries and affiliates, including but not limited to Novartis Manufacturing LLC, Novartis Institutes for Biomedical Research, Inc., Novartis Corporation, and Novartis Consumer Health. For the avoidance of doubt, this definition of “*Sandoz*” shall survive any spin-off, separation, or other corporate change-of-control transaction that results in Sandoz Inc. separating from or no longer being a direct or indirect subsidiary of one or more other Sandoz or Novartis entities.
30. “*Sandoz Settlement Fund*” or “*Settlement Fund*” means the interest-bearing fund to be established by the MDL Court in the MDL into which all payments by Sandoz will be made, which shall be administered by the Settlement Referee, and which is intended to qualify as a “qualified settlement fund” within the meaning of Section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended.
31. “*Settlement Referee*” means David R. Cohen, who will perform the duties set forth in this Agreement, including setting forth the procedures by which the Subdivision and Tribe allocation will be completed and to jointly determine each Subdivision’s and Tribe’s final allocation resulting from application of the Subdivision and Tribe Allocation Distribution Percentage.
32. “*State*” means the States of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, and the Northern Mariana Islands.
33. “*Subdivision*,” “*Subdivisions*,” “*Tribe*” or “*Tribes*” includes the Eligible Entities set forth on **Exhibit A** of this Agreement. “*Subdivision*” further means (1) a formal and legally recognized sub-entity of a State that provides general governance for a defined area, including a municipality, county, parish, city, town, village, special district or any other entities that provide municipal-type government within a State, and (2) any person, official, or entity thereof acting in an official capacity. Unless otherwise specified, “*Subdivision*” includes all functional counties and parishes and other functional levels of sub-entities of a State that provide general governance for a defined area. Historic, non-functioning sub-entities of a State (such as

Connecticut counties) are not Subdivisions, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, parens patriae, or any other capacity. “Tribe” further means any Indian or Alaska Native tribe, band, nation, pueblo, village or community that the United States acknowledges to exist as an Indian tribe, including but not limited to the list of recognized tribes published by the United States Secretary of the Interior.

- 34. “*Subdivision and Tribe Allocation Distribution Percentage*” means a Subdivision’s or Tribe’s percentage as determined by the Settlement Referee pursuant to Section IV.B. The aggregate Subdivision and Tribe Allocation Distribution Percentage of all Subdivisions and Tribes shall equal 100%.
- 35. “*Subdivision Participation Form*” and “*Tribe Participation Form*” mean the forms attached hereto as **Exhibits C (Subdivisions) and D (Tribes)**.
- 36. “*Total Remediation Amount*” has the meaning set forth in Section IV.A.

II. Release

- A. *Scope.* As of the Effective Date, the Released Entities will be released and forever discharged from all of the Releasors’ Released Claims. Each Participating Subdivision and Participating Tribe (for itself and its Releasors) will absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in this Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.
- B. *Claim-Over and Non-Party Settlement.*
 - 1. *Statement of Intent.* It is the intent of the Parties that:
 - a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;
 - b. The payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);

- c. Claims by Releasors against non-Parties should not and will not result in additional payments by Released Entities, whether through contribution, indemnification or any other means;
 - d. The amount of each payment made to each Participating Subdivision or Participating Tribe under this Agreement is intended to reduce any indemnification obligation the Released Entities might have to non-Parties with regard to each such Participating Subdivision or Participating Tribe;
 - e. Releasors covenant not to sue Released Entities for Covered Conduct;
 - f. The Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties; and
 - g. The provisions of this Section II.B. are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.
2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it or with respect to any person or entity that brings any other form of action against Sandoz arising out of or related to Covered Conduct. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.
3. *Non-Party Settlement.* To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Sandoz in Section II.B.2, or a release from such Non- Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. Sandoz shall be deemed and is designated as an intended third-party beneficiary of the prohibition on contribution or indemnity required

under this section in such Non-Party Settlement. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. *Claim-Over.* In the event that any Non-Released Entity asserts a Claim-Over against a Released Entity, then Releasor and Sandoz shall take steps sufficient and permissible under applicable law to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Sandoz under this Agreement.
5. *Preservation of All Rights and Defenses Arising from Payments.* This Agreement further expressly preserves, to the full extent permitted by law, the right and ability of Released Entities to assert the payments made under this Agreement as a defense, set-off, satisfaction, or reduction against any amounts asserted as damages against any Released Entity by any non-Party or Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

If the Claim-Over is based on a contractual indemnity claim by a Non-Released Entity against any Released Entity, these Claim-Over provisions shall not apply to the extent the contractual indemnity claim is based on the conduct of the Non-Released Entity and not the conduct of Released Entities.

- C. *General Release.* In connection with the releases provided for in the Agreement, each Participating Subdivision and Participating Tribe (for itself and its Releasors) expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Subdivision and Participating Tribe (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Subdivisions' or Participating Tribes' decision to enter into the Agreement or the Participating Subdivisions' or

Participating Tribes' decision to participate in the Agreement.

- D. *Res Judicata*. Nothing in the Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in the Agreement, and/or any stipulation of dismissal with prejudice or judgment entered on the Agreement, gives rise to under applicable law.
- E. *Representation and Warranty of Authority*. The Participating Subdivision Designees and Participating Tribe Designees signing hereto on behalf of the Participating Subdivisions and Participating Tribes expressly represent and warrant that they have authority to enter into this Agreement conditionally on behalf of the Participating Subdivisions and Participating Tribes, subject to each Participating Subdivision and Participating Tribe executing a Subdivision Participation Form or Tribe Participation Form as provided in Section V of this Agreement.
- F. *Representation and Warranty of No Other Case(s)*. The signatories hereto on behalf of the Participating Subdivisions and Participating Tribes expressly represent and warrant that, as of the date of this Agreement, they are not aware, other than the cases arising from Covered Conduct, of any other case(s) against Sandoz on behalf of any Subdivision or Tribe, beyond those listed on **Exhibit A**.
- G. *Effectiveness*. The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Sandoz Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Sandoz Settlement Fund or any portion thereof.
- H. *Cooperation*. Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.
- I. *Non-Released Claims*. Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims that may be brought by a State or by any State Attorney General against Released Entities for Covered Conduct to the extent not released herein specifically with respect to Participating Subdivisions or Participating Tribes, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by private individuals, and any claims arising under this Agreement for enforcement of this Agreement.

III. Monetary Relief and Payments

- A. *Structure of Payments*.

1. All payments under this Section III shall be made into the Sandoz Settlement Fund. The payments in the Sandoz Settlement Fund shall be allocated and used only as specified in Section IV of this Agreement. In the event that this Agreement is not completed for any reason or is terminated in accordance with its terms, all payments made under this Section III into the Sandoz Settlement Fund shall be returned to Sandoz.
2. On the thirtieth day after the Effective Date, Sandoz shall pay into the Sandoz Settlement Fund the sum of Ninety-Nine Million Five Hundred Thousand Dollars (\$99,500,000.00), under the terms and conditions of this Agreement, subject to the reductions described in Section IV.B.4.
3. Sandoz's payment into the Sandoz Settlement Fund includes the amount necessary to comply with the Ongoing Common Benefit Order (Dkt. #4428). The Settlement Referee shall hold the amount necessary to ensure compliance with the Ongoing Common Benefit Order until further order by the MDL Court. It is expressly understood that Sandoz's payment into the Sandoz Settlement Fund under Section III.A.2 fulfills its obligations under the Ongoing Common Benefit Order.
4. If Eighty-Five Percent (85%) of Litigating Subdivisions and Litigating Tribes set forth on **Exhibit A** of this Agreement (as measured by number of cases and allocation of the Settlement Fund) do not sign the Subdivision and Tribe Participation Form by January 31, 2024 (or such extended date as may be set in accordance with Section I.6.), and Sandoz does not otherwise agree to move forward with the Settlement Agreement, such that the Effective Date does not occur, then Sandoz shall make no payment, this Agreement will have no further effect, and all releases and other commitments or obligations contained herein will be void, provided, however, that Sandoz shall have the unilateral right in its sole discretion to extend that deadline to a date of its choosing and/or to proceed with the Agreement even if the 85% threshold has not been satisfied.

IV. Allocation and Use of Settlement Funds

- A. *Settlement Fund.* Subject to Sections IV.B.3 and 4, the Sandoz Settlement Fund shall be comprised of funds earmarked for Opioid Remediation (the "Total Remediation Amount").
- B. *Allocation, Administration and Use of Settlement Payments.*
 1. David R. Cohen, in his capacity as Settlement Referee, shall determine the basis for the distributions to Participating Subdivisions and Participating Tribes in accordance with this Section IV. Once the final Subdivision and Tribe Allocation Distribution Percentage is determined, it shall be attached

as **Exhibit B** to this Agreement. Determination of the Subdivision and Tribe Allocation Distribution Percentage shall be determined in the following manner:

- a. Allocation Distribution percentages may be determined by referring to and incorporating allocation percentages, formulas and manners of calculations utilized in prior Subdivision settlement agreements and prior Tribe settlement agreements reached with other Defendants in the opioid litigation. The Settlement Referee shall consider all non-general purpose government sub-entities of a Subdivision county, city or Tribe, or person or entity included in an action or bringing an action on the Subdivision county, city or Tribe's behalf, to be a single Subdivision county, city or Tribe claimant for purposes of allocation. Further, any allocation between and amongst the recovering Subdivision county, city or Tribe and any of its non-general purpose government sub-entities shall be determined by those entities and sub-entities themselves.
 - b. Each Participating Subdivision and Participating Tribe shall have had the right to be heard prior to entry of the final allocation order specific to this opioid crisis with regard to the calculation of the allocation amount set forth in Section IV.B.1.a. For the avoidance of doubt, the Participating Subdivisions and Participating Tribes shall not have any other basis to challenge the allocation amounts.
 - c. Sandoz acknowledges and expressly agrees that it has no role whatsoever in the Subdivision and Tribe allocation process.
2. The Settlement Referee shall set aside and hold back the funds allocable to each of the Litigating Subdivisions and Litigating Tribes proportionate to the Litigating Subdivision's and Litigating Tribe's Subdivision Allocation Distribution Percentage to the extent such Litigating Subdivision or Litigating Tribe has not become a Participating Subdivision or Participating Tribe, and the provisions of Section IV.B.4 shall apply with respect to such Non-Participating Subdivision or Non-Participating Tribe.
 3. The Settlement Referee shall deduct the costs and expenses incurred in the administration of the Sandoz Settlement Fund, including any expenses, costs and fees arising out of the duties of David R. Cohen in his capacity as Settlement Referee, out of the interest accrued on the Sandoz Settlement Fund and thereafter from the principal of the Sandoz Settlement Fund.
 4. Litigating Subdivisions and Litigating Tribes. Any Litigating Subdivision or Litigating Tribe that does not execute a Subdivision Participation Form or Tribe Participation Form prior to or within 14 days after the Effective Date of this Agreement or any Litigating Subdivision or Litigating Tribe

that affirmatively opts out of this Agreement and provides written notice to the Participating Subdivision Designees and/or Participating Tribe Designees, and Sandoz of its intent to litigate its Claims against Sandoz shall forego its right to participate in distributions contemplated by this Agreement, in which case the amount (including accumulated holdback amounts) allocable to such Litigating Subdivision or Litigating Tribe pursuant to its Subdivision and Tribe Allocation Distribution Percentage shall revert to Sandoz, to be paid to Sandoz within sixty (60) days after the 14-day time period after the Effective Date.

C. *Provisions Regarding Abatement Fund.*

1. The funds distributed from the Sandoz Settlement Fund to each Participating Subdivision and Participating Tribe shall be used solely for Opioid Remediation.
2. The Participating Subdivision Designees and Participating Tribe Designees shall provide a Participating Subdivision and Participating Tribe Opioid Abatement Report to Sandoz once all funds are disbursed to the Participating Subdivisions and Participating Tribes.

D. *Nature of Payment.*

1. Sandoz and the Participating Subdivisions and Participating Tribes acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:
 - a. Sandoz has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;
 - b. Participating Subdivisions and Participating Tribes sought restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Participating Subdivisions and Participating Tribes as a result of the Covered Conduct;
 - c. By executing the Subdivision Participation Form or Tribe Participation Form, the Participating Subdivisions and Participating Tribes acknowledge that: (a) the Total Remediation Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Participating Subdivisions and Participating Tribes; and (b) the portion of the Total Remediation Amount received by each Participating Subdivision or Participating Tribe is no greater than the amount of the Alleged Harms allegedly suffered by such Participating Subdivision or Participating Tribe;

- d. The payment of the Total Remediation Amount by Sandoz constitutes, and is paid for, restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by Sandoz;
- e. The Total Remediation Amount is being paid as restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Participating Subdivisions, Participating Tribes and persons to the same position or condition that they would be in had the Participating Subdivisions, Participating Tribes and persons not suffered the Alleged Harms and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law;
- f. For the avoidance of doubt: (a) no portion of the Total Remediation Amount represents reimbursement to any Participating Subdivision or Participating Tribe, or other person or entity, for the costs of any investigation or litigation, including without limitation attorneys' fees, (b) the entire Total Remediation Amount is properly characterized as described in Section IV.D.1.e, and (c) none of the amounts paid by Sandoz under Section III constitutes disgorgement or is paid for or in place of any fine, penalty, punitive damages, or other punitive assessments; and
- g. For the further avoidance of doubt, the Parties estimate that Fifteen Percent (15%) of the payments made by Sandoz into the Sandoz Settlement Fund will be allocated to payments in accordance with the Ongoing Common Benefit Order (Dkt. #4428) and/or the MDL fee cap order (Dkt. #3814), and the remaining Eighty-Five Percent (85%) of the payments made by Sandoz into the Sandoz Settlement Fund will be allocated to the Total Remediation Amount and paid as restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)).

2. Tax Reporting and Cooperation

- a. Each Participating Subdivision and Participating Tribe shall cooperate in good faith with Sandoz with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.
- b. For the avoidance of doubt, except as explicitly set forth in this Agreement, neither Sandoz, any Participating Subdivision or Participating Tribe, or counsel to any of the foregoing make any warranty or representation as to the tax consequences of the payment

of the Total Remediation Amount (or any portion thereof).

V. Participation by Subdivisions and Tribes

- A. *Subdivision Participation Form and Tribe Participation Form.* Attached hereto as **Exhibits C (Subdivisions)** and **D (Tribes)** are the Subdivision Participation Form and Tribe Participation Form, which may be subject to later modification and substitution as the participation process is worked out. A Subdivision's or Tribe's executed Participation Form is evidence of its status as a Party to this Agreement, and the executed Participation Forms and their terms are incorporated herein by reference. In order to become a Participating Subdivision or Participating Tribe, each Litigating Subdivision or Litigating Tribe shall provide a properly executed Participation Form to the Participating Subdivision Designees or to the Participating Tribe Designees and to Sandoz, or to any proxy specified by them, by electronic mail as set forth in the Participation Forms at **Exhibits C and D** hereto, and in accordance with the time limitations and terms of this Agreement.
- B. *Dismissal of Claims.* Each Participating Subdivision or Participating Tribe, either directly or through its counsel, shall request to dismiss with prejudice all Released Claims by that Subdivision or Tribe against Released Entities, including all Released Claims pending in the MDL Court and all Released Claims pending in any State court. Dismissal of a Litigating Subdivision's or Litigating Tribe's complaint against Released Entities shall be filed only upon the occurrence of the Effective Date. The Parties will coordinate a streamlined dismissal process with the MDL Court that will allow for a bulk filing of the agreed dismissals with respect to MDL-filed cases.
- C. *Eligible Entities.* **Exhibit A** sets forth all Litigating Subdivisions and Litigating Tribes eligible to participate in this Agreement ("*Eligible Entities*"):
1. Each entity listed on **Exhibit A** has filed an opioid case against Sandoz in the MDL or in a case pending in State court.
 2. **Exhibit A** includes the filing docket number and counsel of record for the listed entity. Each entity listed on **Exhibit A** is entitled to participate in the settlement.
 3. Only Eligible Entities listed in **Exhibit A** are eligible to participate in the settlement, except as may be further agreed between Sandoz and the Participating Subdivision Designees or the Participating Tribe Designees.

VI. Defendants to be Released Upon Meeting Threshold Requirements

- A. The following are to be Released Entities and shall be released and claims against them to be dismissed with prejudice upon the Effective Date: (i) Sandoz ("*Sandoz*" as defined in Section I.29 of the Definitions); (ii) all of its past and present, direct or indirect: parents, subsidiaries, divisions, affiliates, joint ventures, predecessors,

successors, assigns and insurers (in their capacity as such); and (iii) the past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys and insurers of each of the foregoing entities and persons referenced in clauses (i) through (ii) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims. An illustrative, non-exhaustive list of Released Entities is annexed to this Agreement as **Exhibit E**.

VII. Plaintiffs' Attorneys' Fees and Costs

- A. Contingency attorneys' fees and costs shall be paid out in accordance with the MDL fee cap order (Dkt #3814), which the Parties agree to extend to the provisions of this Agreement, as well as any other Orders that may be entered by the MDL Court concerning attorneys' fees and costs.
- B. Common Benefit amounts shall be held by the Settlement Referee in order to ensure compliance with the Ongoing Common Benefit Order (Dkt. #4428), as set forth in Section III.A.3 above.

VIII. Dispute Resolution

- A. Any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the Parties to resolve disputes through binding arbitration.

IX. Miscellaneous

- A. *No Admission.* Sandoz does not admit liability or wrongdoing. This Agreement shall not be considered, construed, or represented to be (1) an admission, concession, or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to Sandoz.
- B. *Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Participating Subdivision or Participating Tribe or Released Entity. No Participating Subdivision or Participating Tribe may assign or otherwise convey any right to enforce any provision of this Agreement and no entity except the Participating Subdivision Designees or Participating Tribe Designees shall have the right to enforce any provision of this Agreement on behalf of all Participating Subdivisions and Participating Tribes.
- C. *Construction.* None of the Parties and no Participating Subdivision or Participating Tribe shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the

drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

- D. *Cooperation.* Each Party agrees to use its best efforts and to cooperate with the other Parties to cause this Agreement to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement by any other person, and will support the integrity and enforcement of the terms of this Agreement.
- E. *Entire Agreement.* This Agreement, its Exhibits and any other attachments, embodies the entire agreement and understanding between and among the Parties relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.
- F. *Execution.* This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart thereof. One or more counterparts of this Agreement may be signed by electronic signature.
- G. *Good Faith and Voluntary Entry.* Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and signatories to this Agreement warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.
- H. *No Prevailing Party.* The Parties each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement. The Parties each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law.
- I. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be

offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement, except that Released Entities may file or use this Agreement in any action (1) involving a determination regarding insurance coverage; (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entity that the Total Remediation Amount provides a measure of compensation for asserted harms or otherwise satisfies the relief sought.

- J. *Notices.* All notices or other communications under this Agreement shall be in writing (including but not limited to electronic communications) and shall be given to the recipients indicated below:

For Participating Subdivisions:

Jayne Conroy
Michael Angelides
Simmons Hanly Conroy
112 Madison Avenue, 7th Floor
New York, NY 10016-7416
(212) 257-8482
jconroy@simmonsfirm.com
mangelides@simmonsfirm.com

Peter Mougey
Levin, Papantonio, Rafferty, Proctor, Buchanan,
O'Brien, Barr, and Mougey P.A.
316 S. Baylen Street, Suite 600
Pensacola, FL 32502-5996
(850) 435-7193
pmougey@levinlaw.com

Paul Geller
Robbins Geller Rudman & Dowd LLP
225 NE Mizner Blvd., Suite 720
Boca Raton, FL 33432
(561) 750-3000
pgeller@rgrdlaw.com

For Participating Tribes:

Steve Skikos
Mark Crawford
One Sansome Street, Suite 2830
San Francisco, CA 94104
(415) 546-7300
sskikos@skikos.com
mcrawford@skikos.com

For Sandoz:

Gordon Hwang
Sandoz Inc.
100 College Rd. W
Princeton, NJ 08540
gordon.hwang@sandoz.com

Gregory E. Ostfeld
Sara K. Thompson
Greenberg Traurig LLP
77 West Wacker Dr., Suite 3100
Chicago, IL 60601
(312) 476-5056
ostfeldg@gtlaw.com
sara.thompson@gtlaw.com

Any Party or Participating Subdivision Designees or Participating Tribe Designees may change or add to the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this subsection.

- K. *No Waiver.* The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.
- L. *Preservation of Privilege.* Nothing contained in this Agreement, and no act required to be performed pursuant to this Agreement, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.
- M. *Successors.* This Agreement shall be binding upon, and inure to the benefit of, Sandoz and its respective successors and assigns. Sandoz shall not sell the majority

of its voting stock or substantially all its assets without obtaining the acquiror's agreement that it will constitute a successor with respect to Sandoz's obligations under this Agreement.

- N. *Modification, Amendment, Alteration.* After the Effective Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by Sandoz along with the signatures of Participating Subdivision Designees and Participating Tribe Designees.
- O. *Governing Law.* Except (1) as otherwise provided in the Agreement or (2) as necessary, in the sole judgment of Settlement Referee David R. Cohen, to promote uniformity of interpretation for matters, this Agreement shall be governed by and interpreted in accordance with the respective laws of the State of Ohio without regard to the conflict of law rules of such State. Notwithstanding any other provision in this subsection on governing law, the United States District Court for the Northern District of Ohio shall retain jurisdiction to enforce this Agreement.
- P. *Severability.* In the event any one or more immaterial provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

Date: August 31, 2023

For Participating Subdivisions:

Jayne Conroy
Simmons Hanly Conroy

Peter Mougey
Levin, Papantonio, Rafferty, Proctor, Buchanan,
O'Brien, Barr, and Mougey P.A.
316 S. Baylen Street, Suite 600
Pensacola, FL 32502-5996

Paul Geller
Robbins Geller Rudman & Dowd LLP
225 NE Mizner Blvd., Suite 720
Boca Raton, FL 33432

For Participating Tribes:

Steve Skikos
Skikos, Crawford, Skikos & Joseph LLP
One Sansome Street, Suite 2830
San Francisco, CA 94104

Date: August 31, 2023

For Sandoz:

Karen McDonnell
VP & General Counsel, NA, Sandoz
Sandoz Corporate Representative

Gregory E. Ostfeld
Greenberg Traurig LLP

Date: August 31, 2023

EXHIBIT A

Litigating Subdivisions and Litigating Tribes

Litigating Subdivision or Litigating Tribe	Law Firm	Case No.

EXHIBIT B

ELIGIBLE ENTITIES' ALLOCATION DISTRIBUTION PERCENTAGES

[Reserved - to be added post-Effective Date pursuant to Section IV.B.1]

EXHIBIT C

Subdivision Participation Form

<u>Eligible Subdivision Name:</u>
<u>Case No.:</u>
<u>Authorized Signatory Name:</u>
<u>Authorized Signatory Title:</u>
<u>Address 1:</u>
<u>Address 2:</u>
<u>City, State, Zip:</u>
<u>Phone:</u>
<u>Email:</u>

The Eligible Subdivision identified above (“Subdivision”), in order to obtain and in consideration for the benefits provided to the Subdivision pursuant to the Settlement Agreement dated August 31, 2023 (“Sandoz Settlement”), and acting through the undersigned authorized official, is an “Eligible Entity” as defined in the Sandoz Settlement, and hereby elects to participate in the Sandoz Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Subdivision is aware of and has reviewed the Sandoz Settlement, understands that all terms in this Subdivision Participation Form (“Form”) have the meanings defined therein, and agrees that by this Form, the Subdivision elects to participate in the Sandoz Settlement and become a Participating Subdivision as provided therein.
2. The Subdivision agrees to the terms, representations, and warranties of the Sandoz Settlement pertaining to Participating Subdivisions as defined therein.
3. By agreeing to the terms of the Sandoz Settlement and becoming a Releasor, the Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
4. The Subdivision agrees to use any monies it receives through the Sandoz Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Subdivision agrees that, pursuant to the Sandoz Settlement, Settlement Referee David R. Cohen will set the procedures by which the allocation will be completed for this settlement and will determine the final allocation between the Participating Subdivisions pursuant to the terms of the Sandoz Settlement.
6. The Subdivision agrees that any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the

parties in the Sandoz Settlement to resolve disputes through binding arbitration.

7. The Subdivision has the right to enforce the Sandoz Settlement as provided therein.
8. The Subdivision, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sandoz Settlement, including but not limited to all provisions of Section II (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sandoz Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Sandoz Settlement, each Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
10. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Subdivision (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Subdivision's decision to enter into the Sandoz Settlement or the Participating Subdivision's decision to participate in the Sandoz Settlement.
11. The Participating Subdivision, or their attorneys, shall provide a properly executed Participation Form to the Participating Subdivision Designees and to Sandoz by electronic mail to _____ in accordance with the time

limitations and terms of the Sandoz Settlement.

12. Within 21 days after the Effective Date set forth in the Sandoz Settlement, the Subdivision shall file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Subdivision hereby authorizes the Participating Subdivision Designees to execute and file on behalf of the Subdivision a Stipulation of Dismissal With Prejudice.
13. Nothing herein is intended to modify in any way the terms of the Sandoz Settlement, to which Subdivision hereby agrees. To the extent this Form is interpreted differently from the Sandoz Settlement in any respect, the Sandoz Settlement controls.

I have all necessary power and authorization to execute this Form on behalf of the Subdivision.

Signature:

Name:

Title:

Date:

EXHIBIT D

Tribe Participation Form

<u>Eligible Tribe Name:</u>
<u>Case No.:</u>
<u>Authorized Signatory Name:</u>
<u>Authorized Signatory Title:</u>
<u>Address 1:</u>
<u>Address 2:</u>
<u>City, State, Zip:</u>
<u>Phone:</u>
<u>Email:</u>

The Eligible Tribe identified above (“Tribe”), in order to obtain and in consideration for the benefits provided to the Tribe pursuant to the Settlement Agreement dated August 31, 2023 (“Sandoz Settlement”), and acting through the undersigned authorized official, is an “Eligible Entity” as defined in the Sandoz Settlement, and hereby elects to participate in the Sandoz Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Tribe is aware of and has reviewed the Sandoz Settlement, understands that all terms in this Tribe Participation Form (“Form”) have the meanings defined therein, and agrees that by this Form, the Tribe elects to participate in the Sandoz Settlement and become a Participating Tribe as provided therein.
2. The Tribe agrees to the terms, representations, and warranties of the Sandoz Settlement pertaining to Participating Tribes as defined therein.
3. By agreeing to the terms of the Sandoz Settlement and becoming a Releasor, the Tribe is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
4. The Tribe agrees to use any monies it receives through the Sandoz Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Tribe agrees that, pursuant to the Sandoz Settlement, Settlement Referee David R. Cohen will set the procedures by which the allocation will be completed for this settlement and will determine the final allocation between the Participating Tribes pursuant to the terms of the Sandoz Settlement.
6. The Tribe agrees that any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the parties in the Sandoz Settlement to resolve disputes through binding arbitration.

7. The Tribe has the right to enforce the Sandoz Settlement as provided therein.
8. The Tribe, as a Participating Tribe, hereby becomes a Releasor for all purposes in the Sandoz Settlement, including but not limited to all provisions of Section II (Release), and along with all departments, agencies, divisions, boards, commissions, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Tribe hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sandoz Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Sandoz Settlement, each Tribe expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
10. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Tribe (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Tribe's decision to enter into the Sandoz Settlement or the Participating Tribe's decision to participate in the Sandoz Settlement.
11. The Participating Tribe, or its attorneys, shall provide a properly executed Participation Form to the Participating Tribe Designees and to Sandoz by electronic mail to _____ in accordance with the time limitations and terms of the Sandoz Settlement.

12. Within 21 days after the Effective Date set forth in the Sandoz Settlement, the Tribe shall file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Tribe hereby authorizes the Participating Tribe Designees to execute and file on behalf of the Tribe a Stipulation of Dismissal With Prejudice.
13. Nothing herein is intended to modify in any way the terms of the Sandoz Settlement, to which Tribe hereby agrees. To the extent this Form is interpreted differently from the Sandoz Settlement in any respect, the Sandoz Settlement controls.

I have all necessary power and authorization to execute this Form on behalf of the Tribe.

Signature:

Name:

Title:

Date:

EXHIBIT E

Illustrative List of Released Entities

Sandoz Inc.
Novartis Pharmaceuticals Corporation
Novartis AG
Sandoz International GmbH
Novartis Manufacturing LLC
Novartis Institutes for Biomedical Research, Inc.
Novartis Corporation
Novartis Consumer Health

EXHIBIT B

Subdivision Participation Form

<u>Eligible Subdivision Name:</u>
<u>Case No.:</u>
<u>Authorized Signatory Name:</u>
<u>Authorized Signatory Title:</u>
<u>Address 1:</u>
<u>Address 2:</u>
<u>City, State, Zip:</u>
<u>Phone:</u>
<u>Email:</u>

The Eligible Subdivision identified above (“Subdivision”), in order to obtain and in consideration for the benefits provided to the Subdivision pursuant to the Settlement Agreement dated August 31, 2023 (“Sandoz Settlement”), and acting through the undersigned authorized official, is an “Eligible Entity” as defined in the Sandoz Settlement, and hereby elects to participate in the Sandoz Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Subdivision is aware of and has reviewed the Sandoz Settlement, understands that all terms in this Subdivision Participation Form (“Form”) have the meanings defined therein, and agrees that by this Form, the Subdivision elects to participate in the Sandoz Settlement and become a Participating Subdivision as provided therein.
2. The Subdivision agrees to the terms, representations, and warranties of the Sandoz Settlement pertaining to Participating Subdivisions as defined therein.
3. By agreeing to the terms of the Sandoz Settlement and becoming a Releasor, the Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
4. The Subdivision agrees to use any monies it receives through the Sandoz Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Subdivision agrees that, pursuant to the Sandoz Settlement, Settlement Referee David R. Cohen will set the procedures by which the allocation will be completed for this settlement and will determine the final allocation between the Participating Subdivisions pursuant to the terms of the Sandoz Settlement.
6. The Subdivision agrees that any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the

parties in the Sandoz Settlement to resolve disputes through binding arbitration.

7. The Subdivision has the right to enforce the Sandoz Settlement as provided therein.
8. The Subdivision, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sandoz Settlement, including but not limited to all provisions of Section II (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sandoz Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Sandoz Settlement, each Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
10. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Subdivision (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Subdivision's decision to enter into the Sandoz Settlement or the Participating Subdivision's decision to participate in the Sandoz Settlement.
11. The Participating Subdivision, or their attorneys, shall provide a properly executed Participation Form to the Participating Subdivision Designees and to Sandoz by electronic mail to ParticipationandDismissals@NationalOpioidOfficialSettlement.com in accordance with the time limitations and terms of the Sandoz Settlement.
12. Within 21 days after the Effective Date set forth in the Sandoz Settlement, the Subdivision shall file a request to dismiss with prejudice any Released Claims that

it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Subdivision hereby authorizes the Participating Subdivision Designees to execute and file on behalf of the Subdivision a Stipulation of Dismissal With Prejudice.

13. Nothing herein is intended to modify in any way the terms of the Sandoz Settlement, to which Subdivision hereby agrees. To the extent this Form is interpreted differently from the Sandoz Settlement in any respect, the Sandoz Settlement controls.

I have all necessary power and authorization to execute this Form on behalf of the Subdivision.

Signature:

Name:

Title:

Date:



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN INSTALLMENT AGREEMENT WITH DELL FINANCIAL SERVICES, LLC, IN THE TOTAL AMOUNT OF \$2,360,463.21, PAYABLE OVER THREE YEARS, FOR COUNTY-WIDE MICROSOFT WINDOWS, SERVER, AND OFFICE SUITE ENTERPRISE SOFTWARE LICENSES, TO BE PAID FROM THE I.T. BUDGET, INFRASTRUCTURE, REPAIRS & MAINTENANCE – SOFTWARE LICENSES & MAINTENANCE LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Information Technology Department (“I.T.”) is responsible for maintaining the computer and network systems for all of Macon-Bibb County; and

WHEREAS, Microsoft Windows and Office software systems are integral tools for Macon-Bibb County employees in the everyday execution of their various roles and responsibilities; and

WHEREAS, the contract for Microsoft software enterprise licenses is due for renewal; and

WHEREAS, Dell Financial Services, LLC, is the financial arm of Dell, LP, an authorized seller of Microsoft Enterprise licenses through Statewide Contract 99999-SPD-SPD0000060-0006 for Software and Ancillary Services; and

WHEREAS, use of cooperative purchasing agreements is authorized under Macon-Bibb County Code of Ordinances Sec. 19-8, and allows for faster processing times, prequalified vendors, and favorable pricing structures; and

WHEREAS, Procurement concurs with renewing the existing contract with Microsoft for these essential software systems for an additional 3-year term; 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 Dell Financial Services, LLC, in the three-year total amount of TWO MILLION, THREE HUNDRED SIXTY THOUSAND, FOUR HUNDRED SIXTY-THREE DOLLARS AND TWENTY-ONE CENTS (\$2,360,463.21), for the purchase of Microsoft software enterprise licenses for the Macon-Bibb County computer users for a period of three years, with such agreement to be in a form to be approved by the County Attorney and associated costs to be paid from the I.T. Budget, Infrastructure, Repairs & Maintenance – Software licenses & Maintenance line item; and

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 3 Year Agreement with Dell for Software Licenses - \$2,360,463.21
- IT - 6-30-35.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 |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE A BUDGET TRANSFER WITHIN THE PARKS AND BEAUTIFICATION BUDGET FOR FISCAL YEAR 2025, IN THE AMOUNT OF \$46,000.00, TO PROVIDE FOR VEHICLE MAINTENANCE EXPENSES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 18, 2024, the Macon-Bibb County Commission adopted ordinance O-24-0033, establishing the FY25 budget, said ordinance to become effective on July 1, 2024; and

WHEREAS, various budget amendments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body; and

WHEREAS, the Parks and Beautification Department has requested a budget transfer to pay for unexpected vehicle maintenance charges; and

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

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1

The Macon-Bibb County Commission hereby approves a budget transfer, in the amount of \$46,000.00, within the Parks and Beautification budget for Fiscal Year 2025 as provided in the Budget Amendment form attached hereto and incorporated herein as Exhibit A.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3.

The Mayor, the Grants Manager, the Finance Director, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 4.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 5.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 6.

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

Section 7.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 8.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this

Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

Section 9.

This Ordinance shall become effective upon its approval by the Mayor or its adoption into law without such approval.

SO ORDERED AND ORDAINED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\ORD MACON-BIBB\2025 Miller Authorizing Budget Transfer Within Parks And Beautification For Vehicle Maintenance Charges 7-10-25.Docx

EXHIBIT A



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 APPROVE A SUPPLEMENTAL APPROPRIATION FROM GENERAL FUND – FUND BALANCE, IN THE AMOUNT OF \$86,700.00, TO PROVIDE FOR LIFEGUARD SERVICES AT LAKE TOBESOFKEE DURING FISCAL YEAR 2025, AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 18, 2024, the Macon-Bibb County Commission adopted ordinance O-24-0033, establishing the FY25 budget, said ordinance to become effective on July 1, 2024; and

WHEREAS, various budget amendments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body; and

WHEREAS, in order to fund lifeguard services at Lake Tobesofkee, a supplemental appropriation from the General Fund – Fund Balance to the FY 25 Lake Tobo – Contract Labor budget, in the amount of \$86,700.00, is required, as provided in Exhibit A, attached hereto and incorporated herein by reference; and

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

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1

The Macon-Bibb County Commission hereby approves a supplemental appropriation from General Fund – Fund Balance to the Contract Labor line identified in Exhibit A, for Fiscal Year 2025, in the amount of \$86,700.00, for the purpose of paying for expenses related to the lifeguards at Lake Tobesofkee.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3.

The Mayor and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 4.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 5.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 6.

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

Section 7.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 8.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\ORD MACON-BIBB\2025 Miller Supplemental \$86,700.00 To Lake Tobo For Lifeguards In FY 25 7-10-25.Docx

EXHIBIT A



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 AUTHORIZE APPROPRIATIONS FROM 2018 SPLOST INTEREST TO BE ALLOCATED TO AUTHORIZED PROJECTS AS SPECIFIED HEREIN; TO AUTHORIZE THE MAYOR TO DECLARE CERTAIN 2018 SPLOST PROJECTS SUBSTANTIALLY COMPLETE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, a one cent Special Purpose Local Option Sales and Use Tax was approved by Resolution, dated August 2, 2016, of the Macon-Bibb County Commission with a project list as described therein for capital outlay projects which was subsequently approved by the voters of the County on November 8, 2016 on all sales and uses within the County for an indefinite period of time, as allowed under the SPLOST Law for a consolidated government, (O.C.G.A. § 48-8-111.1), to be collected until the amount of specified tax has been raised, said total amount being \$280,000,000.00 which collection is set to begin on April 1, 2018, or upon the termination of the current SPLOST being collected (the “2018 SPLOST Revenues”); and

WHEREAS, the Macon-Bibb County Commission believes that the appropriations included herein from 2018 SPLOST Revenues and capitalized SPLOST interest, to provide funding for the planned expenditures described herein, will benefit and be in the best interests of the citizens of Macon-Bibb County; and

WHEREAS, the Macon-Bibb County Commission recognizes that many of the 2018 SPLOST projects are nearing or have been completed and desire to grant the Mayor authority to declare certain 2018 SPLOST projects to be “substantially complete” and move any remaining funding allocated to such projects to the “Other” line item in the project’s respective SPLOST category; and

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

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1

The Macon-Bibb County Commission does hereby approve and authorize the appropriation from 2018 SPLOST Interest for funding the following authorized expenditures, in the following amounts:

- A. \$600,000.00 to Public Safety - Other to purchase new vehicles for the District Attorney's Office and others;
- B. \$400,000.00 to Public Safety – Other for public safety tower upgrades;
- C. \$500,000.00 to Public Safety – Other for an in-depth review of server capacity and to provide for the potential purchase of new servers for the IT department; and
- D. \$400,000.00 to Cultural & Recreational – Auditorium to complete the renovation of the balcony stairwells at the Auditorium; and
- E. \$1,800,000 to Recreation – Other for the purchase of real property for the Ocmulgee Heritage Trail expansion.

Section 2.

The Macon-Bibb County Commission does hereby authorize the Mayor to declare 2018 SPLOST projects to be “substantially complete” when the project has been completed to a point where the project can be used for its intended purpose, with only “punch list” items left to complete. Mayor shall make such designation in writing, to be filed with the Clerk of Commission. Once the declaration has been made in writing and filed with the Clerk of Commission, the Macon-Bibb County Commission authorizes the Finance Director or her designee to move any remaining funds appropriated to such “substantially complete” projects to the “Other” line item in the same SPLOST category. Accordingly, the Macon-Bibb County Commission hereby appropriates any remaining funds from projects declared to be “substantially complete” to the “Other” line item in the same SPLOST category at the time of such declaration.

Section 3.

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of \$500,000.00 from Recreation – Other, when funding is available in such line item, to be used for additional upgrades at the Frank Johnson Recreation Center.

Section 4.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 5.

The Mayor, the Finance Director, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 6.

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 7.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 8.

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

for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 9.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 10.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\ORD MACON-BIBB\2025 Miller Appropriating 2018 SPLOST Interest For Various Projects And Granting The Mayor The Authority To Declare Substantially Complete 7-10-25.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 MACON-BIBB COUNTY COMMISSION AUTHORIZING BRAGG JAM, INC., A NONPROFIT ORGANIZATION, TO HOLD ITS 2025 CONCERT CRAWL IN DOWNTOWN MACON, GEORGIA, BETWEEN THE HOURS OF 5:00 P.M. ON FRIDAY, JULY 25, 2025 AND 3:00 P.M. ON SUNDAY, JULY 27, 2025; TO PERMIT FESTIVAL GOERS TO CARRY AND CONSUME ALCOHOLIC BEVERAGES IN AND ABOUT THE DESIGNATED STREETS OF DOWNTOWN MACON UNDER SPECIFIED CONDITIONS; TO REQUIRE BRAGG JAM, INC. TO PROVIDE FOR AND/OR REIMBURSE MACON-BIBB COUNTY FOR ALL EXPENSES INCURRED FOR SECURITY AND CLEAN-UP; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Bragg Jam, Inc. is a nonprofit corporation, organized pursuant to 28 U.S.C. § 501(c)(3) and inspired by late Macon, Georgia, musicians Brax and Tate Bragg; and

WHEREAS, the Bragg Jam Concert Crawl is annual music festival celebrating Macon's rich musical history and featuring a broad range of genres, providing entertainment for citizens, residents, and visitors to Macon-Bibb County; and

WHEREAS, the Bragg Jam Concert Crawl promotes community engagement and encourages citizens, residents, and visitors to enjoy the many shops, restaurants, and venues in downtown Macon, along with other community events throughout the area; and

WHEREAS, Bragg Jam, Inc. has contributed a portion of its net proceeds to projects in the community, and intends to continue its policy of contributing to worthwhile projects in the community in 2025; and

WHEREAS, alcoholic beverages will be available for purchase at the Bragg Jam Concert Crawl from participating businesses in the downtown business area, and festival goers may desire to pass through the public areas of downtown Macon with said alcoholic beverages whilst moving between venues; and

WHEREAS, the Macon-Bibb County Commission has determined that relaxing certain restrictions on the sale and consumption of alcoholic beverages during the event is in the best interest of the citizens of Macon-Bibb County; 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 pursuant to Section 4-313(c)(6) of the Macon-Bibb County Code of Ordinances, the prohibitions contained in Section 4-313(b) against open containers of alcohol on any public streets, highways, alleys, sidewalks, parks, or picnic areas, shall not apply to the downtown business area, as defined under Section 4-313(c)(6)(a), during the Bragg Jam Concert Crawl between the hours of 5:00 p.m. on Friday, July 25, 2025, and 3:00 p.m. on Sunday, July 27, 2025, pursuant to, and subject to, all requirements and conditions of Section 4-313(c)(6), and any other applicable laws.

BE IT FURTHER RESOLVED that Bragg Jam, Inc., sponsor of Bragg Jam Festival 2025, shall either pay for or reimburse Macon-Bibb County for the cost of security during the festival at all of its venues within Macon-Bibb County and for cleanup of all public premises, streets, highways, alleys, sidewalks, parks, or picnic areas, following the festival at all its venues within the City.

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 Open Containers at Bragg Jam and Providing for Reimbursement to County for 2025 for 7.25-7.27 -7-10-25.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 \$35,000.00, TO THE PURCHASE ORDER FOR TRIPLE POINT ENGINEERING INC., TO BE PAID FROM THE SOLID WASTE LANDFILL REPAIRS & MAINT LANDFILL GAS WELLS AND TANKS LINE ITEM, FOR MONITORING AND MAINTENANCE SERVICES AT THE LANDFILL; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Triple Point Engineering has been the contracted vendor for landfill monitoring, testing and repairs since 2016 (C-16-0049 A); and

WHEREAS, Triple Point Engineering is currently performing services and being paid by the County on a purchase order in the initial amount of \$100,000.00 (P.O. #2025-0391); and

WHEREAS, the Solid Waste Department has submitted a change order request to the purchase order for Triple Point Engineering, in the amount of \$35,000.00, in order to pay Triple Point for services provided through the end of Fiscal Year 2025; and

WHEREAS, pursuant to Section 19-5.8(d) 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 \$35,000.00, to the purchase order for Triple

Point Engineering Inc. (P.O. #2025-0391) for services rendered at the Walker Road Landfill, to be paid from the Solid Waste Landfill Repairs & Maint Landfill Gas Wells & Tanks 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.

[Signatures on the following page.]

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 Triple Point Engineering Purchase Order 7-8-25.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 ACCEPTANCE OF A COUNCIL OF ACCOUNTABILITY COURTS JUDGES STATE OF GEORGIA GRANT AWARD FROM THE STATE OF GEORGIA CRIMINAL JUSTICE COORDINATING COUNCIL FOR FISCAL YEAR 2026, IN THE AMOUNT OF \$153,520.00, WITH MATCHING FUNDS IN THE AMOUNT OF \$27,092.00 PAYABLE IN KIND AS EXISTING EMPLOYEE SALARIES, AWARDED TO THE MACON JUDICIAL CIRCUIT FAMILY TREATMENT/FAMILY DRUG COURT PROGRAM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Georgia Criminal Justice Coordinating Council (“CJCC”) was established by the General Assembly in 1981; and

WHEREAS, the CJCC manages state grant programs funded by the Georgia General Assembly; and

WHEREAS, the Macon Judicial Circuit Family Treatment Court/Family Drug Court has applied for and been awarded a Council of Accountability Courts Judges State of Georgia Grant from the Criminal Justice Coordinating Council for Fiscal Year 2026; and

WHEREAS, the Georgia Criminal Justice Coordinating Council will provide Macon-Bibb County with grant funds in the amount of \$153,520.00, with a local match requirement of \$27,092.00 payable in kind as existing employee salaries; and

WHEREAS, this grant will be effective from July 1, 2025, through June 30, 2026, provided that the award agreement is returned to the CJCC by June 30, 2025; and

WHEREAS, copies of the grant award letter and contract documents are attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, the Macon-Bibb County Commission desires to accept the grant funds on behalf of the Family Treatment Court/Family Drug Court Program for the above-described purpose; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Macon-Bibb County Commission hereby authorizes the acceptance of the grant award from the Georgia Criminal Justice Coordinating Council in the amount of ONE HUNDRED FIFTY-THREE THOUSAND FIVE HUNDRED TWENTY DOLLARS AND 00/100 CENTS (\$153,520.00), with local match in the amount of \$27,092.00 payable in kind as existing employee salaries, on behalf of the Macon Judicial Circuit Family Treatment Court/Family Drug Court Program, as provided in Exhibit A.

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

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

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

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

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

Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Authorizing Acceptance Of CJCC Grant Family Drug Court \$153520 6-23-25.Docx

EXHIBIT A

GRANT AWARD

CRIMINAL JUSTICE COORDINATING COUNCIL

2026 Accountability Court Funding Program

SUBAWARDEE:	Macon-Bibb County Commission	CFDA NUMBER:	N/A
Employer Identification Number (EIN):	46-3992371	SUBAWARD NUMBER:	AW-ACFP-26-343-043
IMPLEMENTING AGENCY:	Macon Judicial Circuit Accountability Courts	SUBGRANT PERIOD:	07/01/2025 - 06/30/2026
PROJECT TYPE:	Family Drug Court	SUB AWARD AMOUNT:	\$153,520.00
AWARD NUMBER:	State Accountability Court Program	MATCHING FUNDS:	\$27,092.00
AWARD PERIOD:	07/01/2025 - 06/30/2026	TOTAL FUNDS:	\$180,612.00

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council. This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2025.

Reimbursement/Payment
Frequency:

Agency Approval



Jay Neal, Director
Criminal Justice Coordinating
Date
6/13/2025

Awardee Approval

Signed Name: _____
Printed Name: _____
Title: _____
Date: _____

FY26 Operating Grant Award Budget Worksheet

Court Name **Macon Circuit Family Treatment Court**

Budget Worksheet Category	Line Item	Total Budgeted
Personnel	Program Coordinator \$56,805.00	\$72,197
	Coordinator Benefits \$15,392.00	
Contract Services	Law Enforcement/Surveillance \$12,000.00	\$69,892
	Lab Tech/Collector \$4,212.00	
	Treatment Provider \$17,600.00	
	Counselor \$36,080.00	
	Program Case Manager \$0.00	
Drug Testing Supplies	Cups \$6,000.00	\$6,000
Supplies /Other Costs	\$0.00	\$0
Equipment	\$0.00	\$0
In State Training and Travel	2025 CACJ Conference \$3,931.00	\$3,931
Transportation Funding	Public Transportation \$1,500.00	\$1,500
Total Budget:		\$153,520

Match: \$27,092

CACJ Funding Committee Note:

None.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

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

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

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

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

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

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

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

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

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

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

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

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

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

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

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

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

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

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

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

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

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

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

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

**Federal Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

Instructions for Federal Debarment Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: _____			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature

Date

Special Conditions
2026 Accountability Court Funding Program
Macon-Bibb County Commission
AW-ACFP-26-343-043

CRIMINAL JUSTICE COORDINATING COUNCIL

State of Georgia – Accountability Courts FY26 SPECIAL CONDITIONS

1. All project costs not exclusively related to activities of the funded accountability court must be approved with a Subgrant Adjustment Request, and only the costs of approved project-related activities will be reimbursable under the Subgrant Award.

Initials

2. The subgrantee must submit Subgrant Adjustment Request #1 with its signed, completed award documentation. The adjustment request is accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Council of Accountability Court Judges (CACJ) Funding Committee. This initial SAR is part of the grant activation process and enables the Criminal Justice Coordinating Council (CJCC) to initiate the grant. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from CJCC. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by CJCC.

Initials

3. The subgrantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.

Initials

4. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.

Initials

5. The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter will be retained by the Council to be managed by the CACJ Funding Committee.

Initials

6. Waivers for the above 25% expenditure requirement may be granted at the committee's discretion for the 1st and 2nd quarters only. If a waiver is granted, the funds held over to the next quarter must be spent in the next quarter.

Initials

7. This is a reimbursement grant. Requests for reimbursement must be made on a quarterly basis. Subgrant Expenditure Reports (SERs) are due 15 days after the end of the reporting period. SERs may be submitted monthly. SER submissions must be accurate and complete. Subgrantees should not submit incomplete SERs. Incomplete SERs will be considered late, and a 10% penalty will be assessed after expiration of a 10-day grace period. A failure to follow SER procedures outlined in these conditions and in the CACJ Rules may subject a court to rescission of a grant award as outlined in Article 4 of the Rules.

Initials

8. The subgrantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.

Initials

9. Statistical and/or evaluation data describing project performance must be submitted to CACJ on a quarterly

basis using the CACJ-funded case management system . Failure to submit all requested data by 15 days after the end of the quarter will result in the withholding of grant funds on this subgrant and/or any other subgrant administered by CJCC until compliance is achieved. If data are not received, funds for subsequent quarters may be rescinded.

Initials

10. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, CJCC and CACJ will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials

11. If your court uses a CSB/DBHDD enrolled provider for treatment and receives specific contracted funds for mental health and/or addictive disease treatment court services, these funds have been awarded provisionally. Prior to use, the court must meet with the CSB/DBHDD enrolled provider to determine what services are billable and are not being provided. These funds should only be applied to services that are not billable by the CSB/DBHDD enrolled provider. The court should work to enter into an agreement with the CSB/DBHDD enrolled provider that outlines billable and non-billable services.

Initials

12. All drug, veteran, mental health, family, and DUI courts must use a validated assessment tool approved by CACJ. All courts are required to use evidence-based treatment modalities.

Initials

13. Subgrantees must comply with the training requirements as determined by CACJ. All evidence-based training attendees will be required to sign and submit the CACJ Training Acknowledgement & Agreement Form upon registering for CACJ supported training sessions. The court shall implement the evidence-based treatment within 60 days of the training attendee achieving certification.

Initials

14. All evidence-based training attendees that achieve certification are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs.

Initials

15. Subgrantees in receipt of funds to support participant treatment are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs

Initials

16. Subgrantees in receipt of funds to support internally provided, grant supported, evidence-based trainings must comply with the following: notify CACJ of scheduled training sessions; enter into agreements with qualified evidence-based facilitators; submit a CACJ Training Acknowledgement & Agreement Form for each attendee to CACJ prior to the start of training session; and provide CACJ with documentation of each attendee who achieved certification.

Initials

17. CACJ may designate preferred vendors or suppliers of products or services that are either on state contract or with which CACJ has an agreement or contract in place. Subgrantees may be required to utilize such contracts or agreements for designated products or services or be required to justify that their purchases are less costly.

Initials

18. All subgrantee programs are subject to the jurisdiction of the Funding Committee of CACJ by their acceptance of a CACJ-awarded grant. Failure to comply with any of the special conditions contained within this document, by the authorized official, project officials, agents, and/or employees of this grant, will subject the program to the enforcement procedures outlined in Article 4 of the CACJ Rules.

Initials

19. Subgrantees must follow all accountability court standards as approved by CACJ. Initials

20. Medication-Assisted Treatment (MAT) is the use of medications in combination with counseling and behavioral therapies and is an effective treatment for substance use disorders (SUD), including opioid use disorders (OUD). The Americans with Disabilities Act (ADA) protects persons with OUD and SUD from discrimination for using lawfully prescribed medication. Subgrantees agree not to prohibit a program participant from accessing MAT services or from using lawfully prescribed MAT medication. This condition only applies to adult program participants.

Initials

21. Subgrantees must abide by CACJ Rules. Subgrantees are responsible for obtaining the current version of the Rules and ensuring that program activities operate in compliance with the Rules. The Rules, in their entirety, are incorporated herein by reference and compliance with the Rules is a condition of this grant. A failure to comply with the Rules may result in a referral to Section VIII of Article 4 of the Rules governing recission of grant awards after violations of special conditions or a referral under Article 8 governing compliance with the Rules, state standards, and Georgia law.

Initials

22. The grantee acknowledges that funds provided under this grant award are state-appropriated funds and may not be accessible after the end of the grant period. The final reimbursement request under this award must be received by CJCC no later than July 15, 2026. In addition, if the grantee has not received payments for any prior reimbursements, the grantee must notify CJCC by June 15, 2026 or risk losing access to those funds.

Initials

23. All services must be rendered to the Court before payment is made. If it is found that a Court/County made an advance payment, those funds may be required to be repaid to CJCC.

Initials

24. Subgrantees must comply with the training attendance requirements as determined by CACJ and as required by Article 10 of the CACJ Rules. Attendees will be informed of additional training attendance requirements during the training registration process for each training. CACJ expects that everyone who registers for training will be able to attend that training. To be good stewards of state funds, attendees must cancel training reservations as soon as a conflict, illness, or other circumstance arises that prevents them from attending the training. It is understood by CACJ that emergency situations occur. Emergency situations are considered the exception but not the rule. If these requirements are not met, any expenses incurred by CACJ may be de-obligated from the subgrantee in the form of a fee or other penalty. Funds de-obligated due to noncompliance with a training requirement will be retained by CACJ to be managed by the CACJ Funding Committee.

Initials

25. The subgrantee agrees that all personnel charging time to this grant must maintain timesheets documenting hours for all work performed for pay, including both grant-related and non-grant related work activities. This includes work performed that is unrelated to an accountability court.

Initials

26. The subgrantee understands and agrees that payments made by CJCC do not constitute final approval of submitted expenditures. Subsequent reviews, audits, or examinations may identify expenses that fall outside the grant scope or rules. In such cases, the subgrantee may be required to repay those funds.

Initials

27. The subgrantee understands and agrees that in order to receive a state grant award, as well as to receive any reimbursement for funds expended under a state grant award, the subgrantee's fiscal agent must not be on the audit list maintained by the Georgia Department of Audit & Accounts (DOAA). Further, if a subgrantee is unable to be awarded state grant funds due to being on the audit list, the subgrantee must be removed from the audit list on or before December 31, 2025 in order for an award to be made. If the subgrantee's fiscal agent is not removed from the audit list by that date, funds will be reallocated for other purposes. No award, nor any reimbursement for funds expended in anticipation of an award, can be made while the subgrantee's fiscal agent is on the audit list. Subgrantee understands and agrees that any funds expended in anticipation of receiving an award before the award is made cannot be reimbursed via this grant.

28. The subgrantee understands and agrees to comply with the Case Management System Use Policy which dictates that CACJ-funded case management systems can only be used for data collection of referrals and participants served by accountability courts. Use of the CACJ-funded case management system for non-

accountability court purposes is strictly prohibited. Courts found to be using the system for non- accountability court purposes may be subject to de-obligation and cancellation of some or all of their operating grant award.

Awardee Approval

Signed Name: _____

Printed Name: _____

Title: _____

Date: _____



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A COUNCIL OF ACCOUNTABILITY COURTS JUDGES STATE OF GEORGIA GRANT AWARD FROM THE STATE OF GEORGIA CRIMINAL JUSTICE COORDINATING COUNCIL FOR FISCAL YEAR 2026, IN THE AMOUNT OF \$197,713.00, WITH MATCHING FUNDS IN THE AMOUNT OF \$34,891.00, PAYABLE IN KIND AS EXISTING EMPLOYEE SALARIES, AWARDED TO THE MACON JUDICIAL CIRCUIT ADULT FELONY DRUG COURT PROGRAM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Georgia Criminal Justice Coordinating Council (“CJCC”) was established by the General Assembly in 1981; and

WHEREAS, the CJCC manages state grant programs funded by the Georgia General Assembly; and

WHEREAS, the Macon Judicial Circuit Adult Felony Drug Court has applied for and has been awarded a Council of Accountability Courts Judges State of Georgia Grant from the Criminal Justice Coordinating Council for Fiscal Year 2026; and

WHEREAS, the Macon Judicial Circuit Adult Felony Drug Court provides substance abuse counseling and other critical services to reduce recidivism and incarceration among substance abuse offenders; and

WHEREAS, the Georgia Criminal Justice Coordinating Council will provide Macon-Bibb County with grant funds in the amount of \$197,713.00, with a local match requirement of \$34,891.00 payable in kind as existing employee salaries; and

WHEREAS, this grant shall be effective from July 1, 2025, through June 30, 2026, provided that the award agreement is returned to the CJCC by June 30, 2025; and

WHEREAS, copies of the grant award letter and contract documents are attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, the Macon-Bibb County Commission desires to accept the grant funds on behalf of the Adult Felony Drug Court Program for the above-described purpose; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Macon-Bibb County Commission hereby authorizes the acceptance of the grant award from the Georgia Criminal Justice Coordinating Council in the amount of ONE HUNDRED NINETY-SEVEN THOUSAND SEVEN HUNDRED THIRTEEN DOLLARS AND 00/100 CENTS (\$197,713.00), with local match in the amount of \$34,891.00 payable in kind as existing employee salaries, on behalf of the Macon Judicial Circuit Adult Felony Drug Court, as provided in Exhibit A.

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

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

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an

ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Authorizing Acceptance Of CJCC Grant Adult Felony Drug Court \$197713 6-30-25.Docx

EXHIBIT A

GRANT AWARD

CRIMINAL JUSTICE COORDINATING COUNCIL

2026 Accountability Court Funding Program

SUBAWARDEE:	Macon-Bibb County Commission	CFDA NUMBER:	N/A
Employer Identification Number (EIN):	46-3992371	SUBAWARD NUMBER:	AW-ACFP-26-225-049
IMPLEMENTING AGENCY:	Macon Judicial Circuit Accountability Courts	SUBGRANT PERIOD:	07/01/2025 - 06/30/2026
PROJECT TYPE:	Adult Felony Drug Court	SUB AWARD AMOUNT:	\$197,713.00
AWARD NUMBER:	State Accountability Court Program	MATCHING FUNDS:	\$34,891.00
AWARD PERIOD:	07/01/2025 - 06/30/2026	TOTAL FUNDS:	\$232,604.00

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council. This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2025.

Reimbursement/Payment
Frequency:

Agency Approval



Jay Neal, Director
Criminal Justice Coordinating
Date
6/12/2025

Awardee Approval

Signed Name: _____
Printed Name: _____
Title: _____
Date: _____

FY26 Operating Grant Award Budget Worksheet

Court Name

Bibb County Drug Court

includes MHC

Budget Worksheet Category	Line Item	Total Budgeted
Personnel	Program Coordinator \$27,575.00	\$89,894
	Fringe Benefits \$8,997.00	
	Program Case Manager \$22,063.00	
	Fringe Benefits \$5,940.00	
	Program Case Manager \$22,063.00	
	Fringe Benefits \$3,256.00	
Contract Services	Lab Technician \$5,040.00	\$80,785
	Local Probation Provider \$18,720.00	
	Treatment Provider \$9,000.00	
	Treatment Provider \$32,300.00	
	Counselor \$14,225.00	
	Program Case Manager \$1,500.00	
Drug Testing Supplies	Onsite Devices \$19,002.00	\$19,002
Supplies /Other Costs	Medications \$1,850.00	\$1,850
Equipment	\$0.00	\$0
In State Training and Travel	2025 CACJ Conference \$2,182.00	\$2,182
Transportation Funding	Public Transportation \$4,000.00	\$4,000
Total Budget:		\$197,713

Match:

\$34,891

CACJ Funding Committee Note:

The program will be funded for two quarters. The program must demonstrate adherence to the 2023 and 2025 peer review reports and show improvements in recommended areas. The program must adhere to standards and attend required trainings. The court can apply for additional funds during the emergency grant; funds are not guaranteed.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

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

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

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

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

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

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

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

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

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

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

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

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

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

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

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

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

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

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

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

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

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

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

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

**Federal Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

Instructions for Federal Debarment Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



OMB APPROVAL NO. 1121-0140
EXPIRES 01/31/2006

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature _____

Date _____

Special Conditions
2026 Accountability Court Funding Program
Macon-Bibb County Commission
AW-ACFP-26-225-049

CRIMINAL JUSTICE COORDINATING COUNCIL

State of Georgia – Accountability Courts FY26 SPECIAL CONDITIONS

1. All project costs not exclusively related to activities of the funded accountability court must be approved with a Subgrant Adjustment Request, and only the costs of approved project-related activities will be reimbursable under the Subgrant Award.

Initials

2. The subgrantee must submit Subgrant Adjustment Request #1 with its signed, completed award documentation. The adjustment request is accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Council of Accountability Court Judges (CACJ) Funding Committee. This initial SAR is part of the grant activation process and enables the Criminal Justice Coordinating Council (CJCC) to initiate the grant. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from CJCC. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by CJCC.

Initials

3. The subgrantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.

Initials

4. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.

Initials

5. The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter will be retained by the Council to be managed by the CACJ Funding Committee.

Initials

6. Waivers for the above 25% expenditure requirement may be granted at the committee's discretion for the 1st and 2nd quarters only. If a waiver is granted, the funds held over to the next quarter must be spent in the next quarter.

Initials

7. This is a reimbursement grant. Requests for reimbursement must be made on a quarterly basis. Subgrant Expenditure Reports (SERs) are due 15 days after the end of the reporting period. SERs may be submitted monthly. SER submissions must be accurate and complete. Subgrantees should not submit incomplete SERs. Incomplete SERs will be considered late, and a 10% penalty will be assessed after expiration of a 10-day grace period. A failure to follow SER procedures outlined in these conditions and in the CACJ Rules may subject a court to rescission of a grant award as outlined in Article 4 of the Rules.

Initials

8. The subgrantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.

Initials

9. Statistical and/or evaluation data describing project performance must be submitted to CACJ on a quarterly

basis using the CACJ-funded case management system . Failure to submit all requested data by 15 days after the end of the quarter will result in the withholding of grant funds on this subgrant and/or any other subgrant administered by CJCC until compliance is achieved. If data are not received, funds for subsequent quarters may be rescinded.

Initials

10. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, CJCC and CACJ will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials

11. If your court uses a CSB/DBHDD enrolled provider for treatment and receives specific contracted funds for mental health and/or addictive disease treatment court services, these funds have been awarded provisionally. Prior to use, the court must meet with the CSB/DBHDD enrolled provider to determine what services are billable and are not being provided. These funds should only be applied to services that are not billable by the CSB/DBHDD enrolled provider. The court should work to enter into an agreement with the CSB/DBHDD enrolled provider that outlines billable and non-billable services.

Initials

12. All drug, veteran, mental health, family, and DUI courts must use a validated assessment tool approved by CACJ. All courts are required to use evidence-based treatment modalities.

Initials

13. Subgrantees must comply with the training requirements as determined by CACJ. All evidence-based training attendees will be required to sign and submit the CACJ Training Acknowledgement & Agreement Form upon registering for CACJ supported training sessions. The court shall implement the evidence-based treatment within 60 days of the training attendee achieving certification.

Initials

14. All evidence-based training attendees that achieve certification are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs.

Initials

15. Subgrantees in receipt of funds to support participant treatment are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs

Initials

16. Subgrantees in receipt of funds to support internally provided, grant supported, evidence-based trainings must comply with the following: notify CACJ of scheduled training sessions; enter into agreements with qualified evidence-based facilitators; submit a CACJ Training Acknowledgement & Agreement Form for each attendee to CACJ prior to the start of training session; and provide CACJ with documentation of each attendee who achieved certification.

Initials

17. CACJ may designate preferred vendors or suppliers of products or services that are either on state contract or with which CACJ has an agreement or contract in place. Subgrantees may be required to utilize such contracts or agreements for designated products or services or be required to justify that their purchases are less costly.

Initials

18. All subgrantee programs are subject to the jurisdiction of the Funding Committee of CACJ by their acceptance of a CACJ-awarded grant. Failure to comply with any of the special conditions contained within this document, by the authorized official, project officials, agents, and/or employees of this grant, will subject the program to the enforcement procedures outlined in Article 4 of the CACJ Rules.

Initials

19. Subgrantees must follow all accountability court standards as approved by CACJ. Initials

20. Medication-Assisted Treatment (MAT) is the use of medications in combination with counseling and behavioral therapies and is an effective treatment for substance use disorders (SUD), including opioid use disorders (OUD). The Americans with Disabilities Act (ADA) protects persons with OUD and SUD from discrimination for using lawfully prescribed medication. Subgrantees agree not to prohibit a program participant from accessing MAT services or from using lawfully prescribed MAT medication. This condition only applies to adult program participants.

Initials

21. Subgrantees must abide by CACJ Rules. Subgrantees are responsible for obtaining the current version of the Rules and ensuring that program activities operate in compliance with the Rules. The Rules, in their entirety, are incorporated herein by reference and compliance with the Rules is a condition of this grant. A failure to comply with the Rules may result in a referral to Section VIII of Article 4 of the Rules governing recission of grant awards after violations of special conditions or a referral under Article 8 governing compliance with the Rules, state standards, and Georgia law.

Initials

22. The grantee acknowledges that funds provided under this grant award are state-appropriated funds and may not be accessible after the end of the grant period. The final reimbursement request under this award must be received by CJCC no later than July 15, 2026. In addition, if the grantee has not received payments for any prior reimbursements, the grantee must notify CJCC by June 15, 2026 or risk losing access to those funds.

Initials

23. All services must be rendered to the Court before payment is made. If it is found that a Court/County made an advance payment, those funds may be required to be repaid to CJCC.

Initials

24. Subgrantees must comply with the training attendance requirements as determined by CACJ and as required by Article 10 of the CACJ Rules. Attendees will be informed of additional training attendance requirements during the training registration process for each training. CACJ expects that everyone who registers for training will be able to attend that training. To be good stewards of state funds, attendees must cancel training reservations as soon as a conflict, illness, or other circumstance arises that prevents them from attending the training. It is understood by CACJ that emergency situations occur. Emergency situations are considered the exception but not the rule. If these requirements are not met, any expenses incurred by CACJ may be de-obligated from the subgrantee in the form of a fee or other penalty. Funds de-obligated due to noncompliance with a training requirement will be retained by CACJ to be managed by the CACJ Funding Committee.

Initials

25. The subgrantee agrees that all personnel charging time to this grant must maintain timesheets documenting hours for all work performed for pay, including both grant-related and non-grant related work activities. This includes work performed that is unrelated to an accountability court.

Initials

26. The subgrantee understands and agrees that payments made by CJCC do not constitute final approval of submitted expenditures. Subsequent reviews, audits, or examinations may identify expenses that fall outside the grant scope or rules. In such cases, the subgrantee may be required to repay those funds.

Initials

27. The subgrantee understands and agrees that in order to receive a state grant award, as well as to receive any reimbursement for funds expended under a state grant award, the subgrantee's fiscal agent must not be on the audit list maintained by the Georgia Department of Audit & Accounts (DOAA). Further, if a subgrantee is unable to be awarded state grant funds due to being on the audit list, the subgrantee must be removed from the audit list on or before December 31, 2025 in order for an award to be made. If the subgrantee's fiscal agent is not removed from the audit list by that date, funds will be reallocated for other purposes. No award, nor any reimbursement for funds expended in anticipation of an award, can be made while the subgrantee's fiscal agent is on the audit list. Subgrantee understands and agrees that any funds expended in anticipation of receiving an award before the award is made cannot be reimbursed via this grant.

28. The subgrantee understands and agrees to comply with the Case Management System Use Policy which dictates that CACJ-funded case management systems can only be used for data collection of referrals and participants served by accountability courts. Use of the CACJ-funded case management system for non-

accountability court purposes is strictly prohibited. Courts found to be using the system for non- accountability court purposes may be subject to de-obligation and cancellation of some or all of their operating grant award.

Awardee Approval

Signed Name: _____

Printed Name: _____

Title: _____

Date: _____



LEGISLATIVE SPONSORS

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

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO ADOPT THE ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT ESG, HOME, AND CDBG PROPOSED BUDGETS FOR FISCAL YEAR 2026; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, this year the Macon-Bibb County Economic and Community Development Department will receive an allocation from the United States Department of Housing and Urban Development (“HUD”) of Emergency Solutions Grant (“ESG”) funds; and

WHEREAS, this year the County expects to receive \$161,937.00 in ESG funds from HUD; and

WHEREAS, each year the Macon-Bibb County Economic and Community Development Department receives an allocation from HUD of HOME Investment Partnership (“HOME”) funds; and

WHEREAS, this year the County expects to receive \$824,156.75 in HOME funds from HUD and anticipates receiving an additional \$125,000.00 in HOME program income; and

WHEREAS, the HOME regulations require Macon-Bibb County to contribute a non-federal HOME match in the amount of \$103,020.00 for FY 2026; and

WHEREAS, each year the Macon-Bibb County Economic and Community Development Department receives an allocation from HUD of Community Development Block Grant (“CDBG”) funds; and

WHEREAS, this year the County expects to receive \$1,834,622.00 in CDBG funds from HUD, anticipates receiving an additional \$85,000.00 in CDBG revolving loan funds, and anticipates receiving an additional \$17,450.00 in general funds; and

WHEREAS, each year the Macon-Bibb County Economic and Community Development Department receives program income from its HOME and CDBG programs and utilizes such funds as a part of the housing/redevelopment revolving loan fund for housing rehabilitation, economic development, and housing related activities such as infrastructure, demolition, and acquisition in low-income target neighborhoods; and

WHEREAS, the Macon-Bibb County Economic and Community Development Department administers the aforementioned funds and proposes to allocate these funds as set forth in its FY 2026 ESG, HOME, and CDBG Budget, attached hereto and incorporated herein as Exhibit A;

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

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordered and ordained by the authority of the same that:

Section 1.

The Macon-Bibb County Commission hereby approves and adopts the proposed Fiscal Year 2026 Budget for the Economic and Community Development Department for ESG, HOME, and CDBG funds in the total amount of \$3,151,185.75, as set forth in Exhibit A.

Section 2.

Exhibit A shall be a part of the permanent FY 2026 Budget for the period beginning July 1, 2025, and ending June 30, 2026. Each line-item expenditure listed in Exhibit A is hereby appropriated for the purposes specified. No monies shall be transferred from any department or fund without express consent of the Commission.

Section 3.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4.

The Mayor, the Director of the Economic and Community Development Department, the Finance Director, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 5.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 6.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 7.

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

Section 8.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 9.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\ORD MACON-BIBB\2025 Miller Adopting ECD ESG, HOME, CDBG Budget For FY26 7-8-25.Docx

EXHIBIT A

ESG OPERATING BUDGET

DEPARTMENT/FUNCTION: Economic and Community Development

The following information provides a more detailed description of sources and uses of funds as estimated for the Federal Fiscal Year 2025 budget for the Housing and Urban Development Program and for the Fiscal Year 2026 budget for Macon-Bibb County.

SOURCES OF REVENUE:	Fiscal Year 2025	Fiscal Year 2026
ESG Entitlement	160,426	161,937
TOTAL INCOME	\$160,426	\$161,937
PROGRAM COST:		
Planning & Administration (7.5%)	\$12,031	\$12,145
<i>Salary & Operating funds for 12 months</i>		
Emergency Shelter	48,395	48,395
Homeless Prevention	60,000	71,397
Rapid Rehousing	10,000	10,000
Street Outreach	30,000	20,000
TOTAL PROGRAM COSTS	\$160,426	\$161,937

MACON-BIBB COUNTY

ESG OPERATING BUDGET SUMMARY 2026

ESG utilizes funds from the prior grant year in the current year budget.

PROGRAM REVENUE	Fiscal Year	
	2025	2026
ESG Entitlement Income	160,426	161,937
Program Income		
TOTAL GRANT INCOME	\$160,426	161,937
PROGRAM COSTS:		
ESG Administration (7.5% Cap):		
Salaries & Wages	\$5,500	5,500
Benefits		
512000.001 Health Insurance	1548	1,548
512000.002 Life Insurance	137	137
512000.003 FICA	365	365
512000.004 Medicare	115	115
512000.005 Pension	2280	2,280
512000.007 Workers Compensation	235	235
521200.004 Prof Services Legal Fees		
523300 Advertising	200	200
523400 Printing & Binding		
523500.001 Hotels/Food/Other	1085	1,199
523500.002 Auto Allowance		
523500.003 Mileage	100	100
523700.001 Education & Training	300	300
523900.017 Data Storage Management		
531100.001 General	166	166
522300.001 Land & Building		
Total	\$12,031	12,145
ESG FY2025 Budget (PY 2024):		
Street Outreach	30,000.00	20,000
Emergency Shelter	48,395.00	48,395
Rapid Rehousing	10,000.00	10,000
Homeless Prevention	60,000.00	71,397
Total	148,395	149,792
Total Program Cost	\$160,426	161,937

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HOME OPERATING BUDGET

DEPARTMENT/FUNCTION: Economic and Community Development

The following information provides a more detailed description of sources and uses of funds as estimated for the Federal Fiscal Year 2025 budget for the Housing and Urban Development Program and for the Fiscal Year 2026 budget for Macon-Bibb County.

SOURCES OF REVENUE:

	Fiscal Year 2025	Fiscal Year 2026
HOME Entitlement	\$806,868	\$824,156.75
Program Income	125,000	125,000
Home Match	100,858	103,020
TOTAL INCOME	\$1,032,726	\$1,052,176.75

PROGRAM COST:

Planning & Administration (10%)	\$93,186	\$94,915
<i>Salary & Operating funds for 12 months</i>		
Developer Projects	718,510	733,638
Down Payment Assistance	100,000	100,000
CHDO's (Minimum 15%)	121,030	123,623.75
TOTAL PROGRAM COSTS	\$1,032,726	\$1,052,176.75

MACON-BIBB COUNTY

HOME OPERATING BUDGET SUMMARY 2026

	Fiscal Year 2025	Fiscal Year 2026
PROGRAM REVENUE		
HOME Entitlement Income	\$806,868	\$824,156.75
Program Income	125,000	125,000
HOME Match	100,858	103,020
TOTAL GRANT INCOME	\$1,032,726	\$1,052,176.75

PROGRAM COSTS:

HOME Administration (10% Cap):

Salaries & Wages	\$44,000	\$44,000
Benefits		
512000.001 Health Insurance	9,100	9,100
512000.002 Life Insurance	700	700
512000.003 FICA	2,500	2,500
512000.004 Medicare	1,300	1,300
512000.005 Pension	19,736	19,736
512000.007 Workers Compensation	2,450	2,450
523500.001 Hotels/Food/Other	1,000	1,500
523500.002 Auto Allowance	1,000	1,500
523500.003 Mileage	1,000	1,000
523700.001 Education and Training Registration	1,000	1,729
523900.017 Data Storage Management		
523300 Advertising	2,400	2,400
531100.001 General	2,000	2,000
522300.001 Land & Building	5,000	5,000
Total	\$93,186	\$94,915

HOME FY2025 Budget (PY 2024):

Developer Projects	\$718,510	\$733,638
Down Payment Assistance	\$100,000	\$100,000
CHDO Development Activities	121,030	123,623.75

Total	\$939,540	\$957,262
Total Program Cost	\$1,032,726	\$1,052,176.75

CDBG OPERATING BUDGET

DEPARTMENT/FUNCTION: Economic and Community Development

The following information provides a more detailed description of sources and uses of funds as estimated for the Federal Fiscal Year 2025 budget for the Housing and Urban Development Program and for the Fiscal Year 2026 budget for Macon-Bibb County.

	Fiscal Year 2025	Fiscal Year 2026
SOURCES OF REVENUE:		
CDBG Entitlement	1,842,545	1,834,622
Revolving Loan Fund	85,000	85,000
General Fund	17,450	17,450
TOTAL INCOME	\$ 1,944,995	\$ 1,937,072
PROGRAM COST:		
Planning & Administration (20%)	402,959	401,374
<i>Salary & Operating funds for 12 months</i>		
Redevelopment Assistance		
Rehabilitation Loan Program/Rehab Adm		
Redevelopment Administration	553,141	550,141
Economic Development/Small Business	20,000	5,000
ECD Rehab Program	451,187	425,364
Infrastructure/Acquisition/Facilities	42,910	50,000
Total	\$1,067,238	\$1,030,505
Volunteer Programs/Minor Home Repair		
Rebuilding Macon--Minor Home Repair	141,000	160,000
Rebuilding Macon-Volunteer Youth	60,000	70,000
Total	201,000	230,000
Public Service (15%)	263,658	275,193
TOTAL PROGRAM COSTS	\$1,934,855	\$1,937,072

MACON-BIBB COUNTY

CDBG OPERATING BUDGET SUMMARY 2026

PROGRAM REVENUE	FY 2025	FY 2025
CDBG Entitlement Income	\$1,842,545	\$1,834,622
Estimated CDBG Revolving Loan Fund	85,000	85,000
General Funds	17,450	17,450
TOTAL GRANT INCOME	\$1,944,995	\$1,937,072

PROGRAM COSTS:**Planning & Administration (20% Cap):**

511100.001 Full Time	194,450	194,450
Benefits	134,055	134,055
512000.001 Health Insurance		
512000.002 Life Insurance		
512000.003 FICA		
512000.004 Medicare		
512000.005 Pension		
512000.007 Workers Compensation		
521200.004 Legal Fees	1,500	1,500
521200.008 Consulting Fees	5,000	4,000
521200.028 Professional Services Other	10,000	10,000
522200.002 Vehicle-Parts	1,750	1,750
522200.003 Vehicle-Labor	1,750	1,750
522300.001 Land & Building	14,204	14,204
522300.003 Copier Lease	2,000	2,000
523200.004 Cell Phone	1,500	1,500
523200.007 Postage	250	250
523300 Advertising	1,000	1,000
523400 Printing & Binding	1,000	1,000
523500.001 Hotels/Food/Other	7,000	7,000
523500.003 Mileage Reimbursement	1,000	415
523600.001 Professional Organizations	1,000	1,000
523700.001 Registration	1,500	1,500
523900.017 Data Storage Management	500	500
531100.001 General	4,500	4,500
531200.004 Fuel & Lubricants	4,000	4,000
542400 Computer Hardware	15,000	15,000
	\$402,959	\$401,374

Redevelopment Administration:

511100.001 Full Time	240,000	240,000
Benefits	176,091	177,864
512000.001 Health Insurance		
512000.002 Life Insurance		
512000.003 FICA		
512000.004 Medicare		
512000.005 Pension		
512000.007 Workers Compensation		
521200.004 Legal Fees	23,000	23,000

521200.035 Credit Checks	500	500
522200.002 Vehicle-Parts	2,500	2,500
522200.003 Vehicle-Labor	1,500	1,500
522300.001 Land & Building	31,000	31,000
522300.003 Copier Lease	2,000	2,000
523200.004 Cell Phone	1,200	1,200
523200.007 Postage	800	800
523300 Advertising	1,000	1,000
523400 Printing & Binding	1,000	1,000
523500.001 Hotels/Food/Other	5,500	5,500
523500.002 Auto Allowance	1,000	1,000
523500.003 Mileage Reimbursement	1,000	1,000
523600.001 Professional Organizations	1,200	1,200
523700.001 Registration	1,500	1,500
523900.017 Data Storage Management	500	500
531100.001 General	6,500	6,500
531200.004 Fuel & Lubricants	5,000	5,000
531450.001 Newspapers	350	350
531700.003 Uniforms	2,000	2,000
542100 Machinery & Equipment	8,000	8,000
542200 Vehicles	10,000	10,000
542400 Computer Hardware	20,000	20,000
542410 Computer Software	10,000	5,227
Total	\$553,141	\$550,141
Other Projects:		
Public Facility/infrastructure/Acquisition	42,910	50,000
Economic Development	20,000	5,000
ECD Rehab Program Construction Materials and Labor	451,187	425,364
Total	\$514,097	\$480,364
Volunteer Programs/Minor Home Repair		
Rebuilding Macon-Minor Home Repair	141,000	160,000
Rebuilding Macon- Volunteer Youth	60,000	70,000
Total	\$201,000	\$230,000
Public Services (15%)		
Big Brothers Big Sisters of the Heart of Georgia	53,077	36,750
Crisis Line & Safe House of Central Georgia	49,887	50,624
Family Counseling Center of Central Georgia	43,200	31,121
HomeFirst Housing Resource Services, Inc.	84,700	45,400
Mentor's Project of Bibb County	12,400	15,000
United Way of Central Georgia – Brookdale Resource Center	20,394	30,200
First Choice Primary Care	0	66,098
Total	\$263,658	\$275,193
Total Program Cost	\$ 1,934,855	\$ 1,937,072

Community Development Block Grant FY2026
Recommendations

	AGENCY	ACT./PROJ.	Eligibility Determination	AMT. REQ.	Other Funding	AMT. REC.	EST # T/B SERVE	Comments	New Activity
PS1	Big Brothers Big Sisters of the Heart of Georgia	Youth Services Mentoring	Low-Moderate-Individuals	\$57,467.00	Match: \$90,143.40	\$36,750.00	25	Provide one-on-one mentoring program services for at-risk youth at no cost to the family.	No
PS2	Crisis Line and Safe House of Central GA	Domestic Violence	Low-Moderate-Individuals	\$51,823.80	Match \$10,000	\$50,624.00	13	Provide shelter services to individuals/families involved in domestic violence situations within a 12-month period, along with comprehensive services.	No
PS3	Family Counseling Center of Central Georgia	Counseling	Low-Moderate-Individuals	\$56,239.16	Match \$56,239.16	\$31,121.00	98	Provide counseling and therapeutic programs and make referrals to other appropriate resources to help low-income families and neighborhoods deal with complex issues.	No
PS4	First Choice Primary Care	Medical Services Outreach	Low-Moderate-Individuals	\$121,662.00	Match: \$81,440	\$66,098.00	163	Provide medical care and preventive health services, helping residents regain their health and maintain employment (outreach).	Yes
PS5	HomeFirst Housing Resource Services, Inc.	Housing Counseling	Low-Moderate-Individuals	\$83,900.00	Match: \$20,000 In-Kind: \$14,000	\$45,400.00	68	Provide homeownership counseling, foreclosure counseling, homebuyer education, linkage to mortgage products, and the ability to strengthen personal finances.	No
PS6	Mentors Project of Bibb County	Youth Services Mentoring	Low-Moderate-Individuals	\$15,000.00	Match: \$15,000 In-Kind \$20,000	\$15,000.00	50	Provide wrap-around services for students and their families, which include rental and utilities assistance, gas, food, household items, furniture, and other necessities that are needed for students in the program.	No

Community Development Block Grant FY2026
Recommendations

	AGENCY	ACT./PROJ.	Eligibility Determination	AMT. REQ.	Other Funding	AMT. REC.	EST # T/B SERVE	Comments	New Activity
PS7	United Way of Central Georgia - Brookdale Resouce Center	Homeless services	Low-Moderate-Individuals	\$62,506.00	Match: \$28,247	\$30,200.00	78	Provide transportation options that enable homeless individuals sheltered at Brookdale Resource Center to reach employers, mental health support, and needed healthcare.	Yes
Total Public Services				\$448,597.96	\$335,070.00	\$275,193.00			

Community Development Block Grant FY2026
Recommendations

	AGENCY	ACT./PROJ.	Eligibility Determination	AMT. REQ.	Other Funding	AMT. REC.	EST # T/B SERVED*	Comments	New Activity
HS1	Rebuilding Macon, Inc. (MHR)	Minor Home Repair	Low-Moderate-Individuals	\$160,000	Match: \$165,000 In-Kind \$360,000	\$160,000.00	70 households	Provide minor home repairs to homes of low-income homeowners, particularly households of the elderly and ones with disabled members.	No
HS2	Rebuilding Macon, Inc. (VY)	Volunteer Youth Minor Home Repair	Low-Moderate-Individuals	\$70,000	Match: \$70,000 In-Kind \$75,000	\$70,000.00	30 households	Organizes and directs the volunteer efforts of high school and college students to repair homes for low-income elderly and disabled homeowners in Macon-Bibb County.	No
Total Rehabilitation				\$230,000	\$670,000	\$230,000.00			

Community Development Block Grant FY2026
Recommendations

	AGENCY	ACT./PROJ.	AMT. REQ.	Other Funding	AMT. REC.	EST # T/B SERVED*	Non-Funded Description	Comments
PS1	First Tee - Middle Georgia	Mentoring	\$52,420.40	Match: 0	\$0.00	200	Provide year-round golf and life skills programming for youth ages 7-18, focusing recruitment on underserved communities to ensure equitable access.	Comments: Agency was not recommended for funding by the committee for the following reasons: No matching funds; generally doesn't seem like the most compelling program.
PS2	Family Advancement Ministries	Car Seats	\$10,061.00	Match: \$10,061	\$0.00	110	To provide car seats for infants and young children so they will be in a safe environment while traveling,	Comments: Agency was not recommended for funding by the committee for the following reasons: Agency currently has funding from PY2023 and PY02024 available.
PS3	Operation Slay Cancer, Inc.	Empowerment	\$50,000.00	Match: \$25,000	\$0.00	400	Provide community building by fostering self-esteem, health equity, and community engagement for women and girls ages 12 and up.	Comments: Agency was not recommended for funding by the committee for the following reasons: Incomplete forms, asking for funds to fund an anniversary celebration; application answers are too vague to know much about the mission, staff capacity, no liability coverage, and no fidelity bond coverage.
PS4	Shaome Cooperative, Inc.	Gardening Techniques	\$100,000.00	Matching: \$52,600	\$0.00	80	The project would tackle food insecurity, financial strain, and limited access to fresh produce in underserved Macon-Bibb neighborhoods by providing kitchen gardens, education, and ongoing support. Families will be equipped to achieve lasting food security, reduce expenses, and adopt a	Comments: Agency was not recommended for funding by the committee for the following reasons: Agency provided no goals or outcomes; agency was started in January 2024, agency was lacking experience, not enough staff to complete the project.
PS5	Society of St. Andrews	Food Access	\$78,300	Inkind: \$19,200	\$0.00	10,000	Provide food access to low- and moderate-income persons living in underserved areas of Macon. Agency will share 350,000 lbs of fresh fruits and vegetables with approximately 10,000 residents over the course of a year.	Comments: Agency was not recommended for funding by the committee for the following reason: Agency requested funding for food, and food is not an eligible expense under CDBG.
PS6	Upwards Care, Inc.	Mentoring	\$80,000	Match: \$17,027	\$0.00	10	Provide home-based childcare providers with the skills, tools, and professional support needed to build and maintain a sustainable, thriving daycare business. Focusing on microenterprise childcare providers who care for children aged infants to 13 years old, which includes before-and-after care.	Comments: Agency was not recommended for funding by the committee for the following reason: Agency had no matching funds.

Total Not Recommended

\$370,781.40



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 AUTHORIZING THE APPROPRIATION OF \$60,000.00 FROM THE GENERAL FUND FOR THE PURPOSE OF PROVIDING MATCHING FUNDS FOR A GRANT TO UPDATE THE MATS MPO 2050 TRANSPORTATION PLAN; AND FOR OTHER LAWFUL PURPOSES

WHEREAS, the Macon-Bibb County Planning & Zoning Commission/Macon Area Transportation Study Metropolitan Planning Organization (“MATS MPO”) is applying for a grant from the Georgia Department of Transportation’s PL Supplemental Fund Program for the purposes of hiring a consultant to assist with the 5-year update of the 2050 Transportation Plan; and

WHEREAS, as a pre-condition of applying for these grant funds, an applicant must show that local matching funds have been designated for the grant; and

WHEREAS, expected project costs for the 5-year update for the 2050 Transportation Plan are estimated at \$300,000.00; and

WHEREAS, the MATS MPO anticipates being awarded \$240,000.00 from the PL Supplemental Program, and has requested that the County appropriate up to 20% of the project costs, amounting to \$60,000.00, from the General Fund to provide for a local match, giving a total; and

WHEREAS, the Macon-Bibb County Commission desires to appropriate \$60,000.00 from General Fund – Fund Balance for the purpose of providing a local match to the anticipated PL Supplemental Program grant funds; and

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

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordered and ordained by the authority of the same that:

Section 1

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of \$60,000.00 from General Fund – Fund Balance to be used to provide a local match for anticipated grant funds to be used for the 5-year update to the MATS MPO 2050 Transportation Plan. In the event that the grant funds are not awarded to the MATS MPO the funds appropriated herein may remain in the General Fund-Fund Balance and be reappropriated in the future.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3.

The Mayor, the Finance Director, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 4.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 5.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 6.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion

thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 7.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 8.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

Q:\ORD MACON-BIBB\2025 Wynn Appropriating \$260,000.00 From General Fund For MPO Transit Update Grant Match 7-19-25.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 |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE THE INSTALLATION OF SIGNAGE IN MEMORY OF BILLY SCOTT CARTER; TO AUTHORIZE A SUPPLEMENTAL APPROPRIATION, IN THE AMOUNT OF UP TO \$1000.00, FROM GENERAL FUND – FUND BALANCE TO THE PARKS AND BEAUTIFICATION BUDGET FOR THE PURCHASE OF MATERIALS AND MEMORIAL SIGNAGE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Parks and Beautification Department has received a request from Melissa Carter to install a plaque in memory of Billy Scott Carter, who drowned last year on June 21, 2024, while rescuing two young girls from drowning at Amerson River Park; and

WHEREAS, the Macon-Bibb County Commission desires to honor the bravery of Billy Scott Carter; and

WHEREAS, in order for the Parks and Beautification Department to purchase materials to install a plaque in memory of Billy Scott Carter, a supplemental appropriation of up to \$1000.00 from General Fund – Fund Balance to the Parks and Beautification budget is necessary; and

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

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1

The Macon-Bibb County Commission does hereby approve and authorize the installation of a plaque in memory of Billy Scott Carter at Amerson River Park.

Section 2.

The Macon-Bibb County Commission does hereby approve and authorize a supplemental appropriation of up to \$1,000.00 from General Fund – Fund Balance to the Parks and Beautification Department budget for FY 26 for the purpose of providing funds for the purchase of materials and other costs associated with the installation of a memorial plaque in accordance with this Ordinance.

Section 3.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4.

The Mayor, the County Manager, the Director of Parks and Beautification, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 5.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 6.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 7.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County

Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 8.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 9.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\ORD MACON-BIBB\2025 Miller Authorizing Appropriation of \$1000 for Plaque - Billy Scott Carter .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 |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE APPROPRIATION OF \$345,000.00 FROM SPONSORED PROGRAMS – SCHOOL ZONE CAMERA FUNDS, TO BE ALLOCATED TO THE BIBB COUNTY SCHOOL DISTRICT FOR FUNDING A TRUANCY OFFICER FOR A THREE-YEAR PERIOD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, public safety is a paramount priority of the Macon-Bibb County Commission; and

WHEREAS, Macon-Bibb County maintains a sponsored programs fund designated exclusively for use for public safety initiatives; and

WHEREAS, the Macon-Bibb County Commission desires to use such funds to improve the safety of our community; and

WHEREAS, the Macon-Bibb County Commission desires to allocate funding to the Bibb County School District to fund truancy officers over the next three school years; and

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

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordered and ordained by the authority of the same that:

Section 1.

The Macon-Bibb County Commission does hereby further approve and authorize the appropriation of up to \$345,000.00 from Sponsored Programs – School Zone Camera Funds, to be used by the Bibb County School District to provide funding for a truancy officer over the next

three school years, at a rate of \$115,000.00 per year, provided that the District hires and employs a truancy officer over the course of those three years.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3.

The Mayor, the Finance Director, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 4.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 5.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 6.

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

Section 7.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 8.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\ORD MACON-BIBB\2025 Miller Appropriating Public Safety Funds To Bibb County Schools For Truancy Officers \$345,000.00 7-9-25.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 |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE APPROPRIATION OF \$109,138.58 FROM SPONSORED PROGRAMS – SCHOOL ZONE CAMERA FUNDS, TO BE ALLOCATED TO WINDSOR ACADEMY, INC., FOR THE PURCHASE AND INSTALLATION OF SECURITY CAMERA SYSTEMS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, public safety is a paramount priority of the Macon-Bibb County Commission; and

WHEREAS, Macon-Bibb County maintains a sponsored programs fund designated exclusively for use for public safety initiatives; and

WHEREAS, the Macon-Bibb County Commission desires to make various general infrastructure improvements and equipment purchases to improve the safety of our community; and

WHEREAS, Windsor Academy, Inc., (“Windsor”) is an accredited private school serving hundreds of students in Macon-Bibb County, and Windsor has requested funds for the purchase and installation of security camera systems as outlined in the quote attached hereto as Exhibit A (“Exhibit A”); and

WHEREAS, these camera systems would integrate with current Bibb County Sheriff’s Office surveillance operations and provide support for law enforcement and security efforts in and around Windsor Academy; and

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

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordered and ordained by the authority of the same that:

Section 1.

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$109,138.58 from Sponsored Programs – School Zone Camera Funds, to be paid to Windsor Academy, Inc., to be used for the purchase and installation of security camera systems as described in Exhibit A. The Mayor shall be further authorized to execute an agreement, in a form to be approved by the County Attorney, with Windsor for the purpose of documenting the provision and use of these funds in accordance with the purposes and intents of this Ordinance.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3.

The Mayor, the Finance Director, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 4.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 5.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 6.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-

Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 7.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 8.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

*Q:\ORD MACON-BIBB\2025 Miller Appropriating Public Safety Funds To Windsor Academy For Security
Cameras \$109,138.58 - 7-9-2025.Docx*

EXHIBIT A



ESTIMATE

Jamtek Electrical, LLC
2632 Roff Ave Macon
Georgia 31204 U.S.A
Billing@jamtek360.com
4785513771

TOTAL \$109,138.58

Windsor Academy

Ship To
4150 Jones Rd
Macon
31216 Georgia
U.S.A

Estimate# EST-001890
Estimate Date 06.30.2025
Reference# Windsor Acad - Verkada
Cam 5Y

Subject :

Windsor Acad - Verkada Cam 5Y

#	ITEM & DESCRIPTION	DISCOUNT	AMOUNT
Phase 1			
1	CB62-512E-HW Verkada Outdoor Bullet Security Camera, 4K, Zoom Lens, 512GB, 30 Days Max Verkada CB62-E Outdoor Bullet Camera, 4K, Telephoto Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention	25.00%	\$20,238.75 15.00 ea x 1,799.00
2	Verkada Outdoor Fisheye Camera, 512GB, 30 Days Max Expansive 180° Coverage with Detailed 12.5MP Resolution	25.00%	\$10,794.00 8.00 ea x 1,799.00
3	CD63-E Outdoor Dome CD63-512E-HW	25.00%	\$1,274.25 1.00 ea x 1,699.00
4	Verkada CM41-E Mini Dome Indoor Outdoor Camera Verkada CM41-E Outdoor Mini Dome Camera, 5MP, Fixed Lens, 128GB of Storage, Maximum 30 Days of Retention	25.00%	\$749.25 1.00 EA x 999.00
5	Verkada Indoor Mini Dome Camera, 256GB, 30 Days Max The Verkada CM42 Indoor Mini Dome Camera is designed to be suitable for businesses looking for discreet video security, such as retail stores, malls, airports, train stations and more. This 5 MP dome camera is powered by an Ambarella Chipset, which supports Verkada Edge-Based Video Analytics. It offers a 128-degree diagonal field view and has	25.00%	\$6,291.00 12.00 Each x 699.00

#	ITEM & DESCRIPTION	DISCOUNT	AMOUNT
	enhanced digital zoom that captures scenes with accuracy. This IK08-rated camera can withstand impacts and vandalism.		
6	CD63-512-HW Verkada Indoor Dome Camera, 512GB, 30 Days Max	25.00%	\$6,745.50 6.00 ea x 1,499.00
7	Verkada ACC-MNT-MJBOX-1 Mini Camera Junction Box Mini Camera Junction Box Mount	25.00%	\$59.25 1.00 EA x 79.00
8	Verkada Square Junction Box Mount Square Junction Box Mount	25.00%	\$1,068.00 16.00 ea x 89.00
9	ACC-MNT-CJBOX-1 Circle Junction Box	25.00%	\$735.75 9.00 Each x 109.00
10	Verkada Angle Mount, 30 Deg	25.00%	\$894.00 8.00 ea x 149.00
11	LIC-CAM-5Y-CAP (5Y License) 5-Year Camera License, Capacity Increase	25.00%	\$28,992.75 43.00 Each x 899.00
12	Cat6 Non-Plenum Cable Offers a reliable network connectivity Features Category 6 cable type to better accommodate your precise requirements with maximum productivity Durable material offers flame retardancy	0.00	\$2,550.00 3,400.00 x 0.75
13	KX-USWLITE8P	0.00	\$288.38 2.00 Each x 144.19
14	KX-USWULTRA2 UNIFI 8 PORT GBE POE+ SWITCH	0.00	\$582.70 2.00 Each x 291.35
15	Professional Services This includes training, installation, project management, design, and permits. Networking, Programming, and Consulting 2 techs * 5 days (\$150/tech/hr)	0.00	\$21,600.00 1.00 x 21,600.00

#	ITEM & DESCRIPTION	DISCOUNT	AMOUNT
This estimate assumes no unforeseen delays related to weather, infrastructure accessibility, or network limitations			
16	Trip Charge	0.00	\$1,125.00 9.00 x 125.00
17	Misc Parts Material Anything Needed to complete project that cant be accounted for during estimation. Non- refundable Bolts, Clips, Screws, Anchors, Zip Ties, Straps, Hooks, Patch Cables, Wire Ties, Beam Clamps, ETC.	0.00	\$5,000.00 1.00 Box x 5,000.00
Items in Total 3,535.00		Sub Total	108,988.58
		Shipping charge	150.00
A 50% Deposit is required to start work		Total	\$109,138.58

Terms & Conditions

Accepting this document, the customer agrees to the services outlined in this document. Any alteration or deviation from the above specifications involving the extra cost of material or labor will only be executed upon written orders for the same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. All Invoices are to be paid within 15 days of the invoice date.

"In the event that Jamtek Electrical LLC must retain a collection agency or law firm to collect past due balances owed to Jamtek Electrical LLC, you agree to pay any and all collection agency fees, court costs, attorney fees, or incidental costs associated with collecting."

Any construction project may have unforeseen complications once started. If something arises during a Jamtek Electrical project that is going to add to the cost and alter the timeline, the work will be halted temporarily so that your lead project manager can go over the changes to the estimate and timeline after explaining what the unforeseen issue is and what it is going to require to fix it. Once agreed upon a new timeline and estimated cost, a written agreement will be signed and work will resume.

At Jamtek Electrical we give detailed and accurate estimates that are drawn up by a qualified and skilled professional. We keep change orders to a minimum by taking our time to create these estimates. Our goal is to make sure the job goes as quickly, smoothly, and affordable as possible.

If there is a mistake or change order caused due to a Jamtek employee or subcontractor we will communicate the issue with you and address it on our own time and at our own cost.

If a customer changes the scope or parameter of the job, there will be a \$100 change order fee that will cover the cost of redrawing up the estimate. Work will be halted until the new timeline and estimated price is signed and agreed upon by both parties.



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 EXPRESSING SUPPORT FOR THE DEVELOPMENT OF AN ATLANTA-MACON-SAVANNAH PASSENGER RAIL LINE, AND REQUESTING THE MAYOR TO DESIGNATE A REPRESENTATIVE OF THE MACON-BIBB COUNTY GOVERNMENT TO PARTICIPATE IN ONGOING EVALUATION DISCUSSIONS WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF ADVOCATING FOR THE SELECTION OF A MACON ROUTE AND FACILITATING COMMUNICATIONS WITH LOCAL STAKEHOLDERS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS the Infrastructure Investment & Jobs Act (IIJA) was passed by the United States Congress and signed into law in November 2021, allocating \$66 Billion over 5 years for the express purpose of implementing a national network of Intercity Passenger Rail; and

WHEREAS the Federal Railroad Administration (FRA) was charged with the responsibility for formulating a program that would best accomplish that purpose and has initiated the Corridor Identification & Development (CID) program, whereby a series of corridors identified and submitted by the States to be competitively considered by the FRA and incorporated into the National network of an Intercity Passenger Rail services, including both Hi-Speed (185+ mph) and Improved Conventional (79-125 mph) systems; and

WHEREAS Senator Jon Ossoff was successful in procuring Federally Designated Funding in an amount of \$8 Million in 2022 for an Environmental Impact Statement (EIS) for High-Speed Rail between Atlanta and Savannah, which was accepted by the GA Dept. of Transportation (GDOT) with the requirement of a 20% match, and followed by procurement of the firm WSP to prepare the EIS; and

WHEREAS GDOT also submitted the Atlanta-Savannah Corridor to the FRA for consideration under the CID program, which was subsequently approved in December 2023; and

WHEREAS the American provider of passenger rail services, AMTRAK, formulated a projected plan of new, improved, or restored routes and included a route from Nashville, TN to Savannah, GA, via Macon in their *Connects U.S.* Plan; and

WHEREAS the pre-existing federally designated route for High-Speed Passenger Rail Services in the Southeast extends from Washington, DC thru Charlotte, NC to Greenville, SC to Atlanta, GA then to Macon with anticipated connection to Jacksonville, FL; and

WHEREAS the Southeast Corridor Commission, a coalition of 6 states, including VA, NC, SC, TN, GA, and FL, has been studying the best routes to connect passenger rail in the southeast United States, and their recently published plan includes Atlanta-MACON-Savannah route as the preferred way to connect to Jacksonville, FL and points further south; and

WHEREAS GDOT and WSP are now conducting a route selection study which includes the use of existing railroads and new greenfield routes for the Atlanta to Savannah Corridor and has identified 5 potential routes, only one of which passes through Macon, GA using improved conventional tracks; and

WHEREAS Macon-Bibb County is at the center of the State of Georgia, with a combined metropolitan statistical population of over 425,000 and the largest industrial complex in the State of Georgia, Robins Air Force Base, with 22,000 employees; and

WHEREAS there are redundant, existing and active rails lines between Macon and Atlanta and Savannah, which could be utilized for new passenger rail traffic, while also providing safer and faster freight traffic; and

WHEREAS Macon-Bibb County is the site of both Norfolk Southern and Ga. Central Railroad freight yards which could accommodate, with their permission, passenger rail equipment; and

WHEREAS intercity passenger rail between Macon and Atlanta would provide complementary transportation and some congestion relief on I-75; and

WHEREAS intercity passenger rail between Macon and Savannah would provide complementary transportation and some congestion relief for cargo container traffic on I-16; and

WHEREAS the Atlanta-MACON-Savannah route, using improved conventional rail lines would not only connect the two existing AMTRAK routes in Georgia, but also best facilitate future

passenger rail service to west and south including Columbus, Albany, Valdosta, and Waycross; and

WHEREAS the Atlanta-MACON-Savannah route would provide the opportunity for additional stations in rural areas of the state and connect them to employment and health care opportunities; and

WHEREAS the Atlanta-MACON-Savannah route would best serve to implement AMTRAK's announced Nashville, TN to Savannah, GA intercity passenger rail service; and

WHEREAS the Atlanta-MACON-Savannah route would facilitate tourism to the existing Ocmulgee Mounds Historical National Park, which is the subject of current congressional bills aiming to redesignate it as the Ocmulgee Mounds National Park & Preserve; and

WHEREAS the Atlanta- MACON-Savannah route, initially using improved conventional rail lines, would allow incremental improvements and incorporation of safety enhancements, e.g. closing or separating grade crossings, to reduce the risk of accidents and freight derailments; and

WHEREAS the Atlanta-MACON-Savannah route would best serve the new contemplated passenger rail station at Hartsfield-Jackson Atlanta International Airport; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Macon-Bibb County Commission does hereby express its support for the Atlanta-MACON-Savannah passenger rail route, as the best route for Intercity Passenger Rail Services for the Corridor Identification & Development program.

BE IT FURTHER RESOLVED that the Mayor is hereby requested to designate one or more individual employees of the County, knowledgeable in field of transportation, to serve as official representatives of the government for purposes of participating in ongoing route evaluation discussions and advocating for the selection of the Atlanta-MACON-Savannah route proposal by GDOT.

BE IT FURTHER RESOLVED that the Clerk of the Commission is hereby directed to transmit a copy of this Resolution to Joanna Campbell, Phillip M. Peevy, and Caleb Stubbs at the Georgia Department of Transportation, via email to atl-savrail@dot.ga.gov for their consideration.

BE IT FURTHER RESOLVED that 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 any 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 Resolution.

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

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

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

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

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

*\\tc-storage.maconbibb.us\countyattstorage\RES MACON-BIBB\2025 Stewart Supporting Routing Passenger Rail
through Macon on ATL-SAV Corridor 7-10-25.docx*