



Board of County Commissioners Pre-Commission Meeting

December 2, 2025 | 5:00 PM

City Hall
700 Poplar Street
Macon, GA 31201

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

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. November 18, 2025 Pre-Commission Meeting (Sponsored by: Lester M. Miller, Mayor)

3. Alcohol Beverage License

- a. Final Recommendation on Alcohol License Denial for Tienda Bernabe located at 4221 Mercer University Drive, Suite 3, Macon, Georgia (Sponsored by: Lester M. Miller, Mayor)
- b. Final Recommendation on Alcohol License Denial for Toms Food Mart located at 811 Pio Nono Ave., Macon, Georgia (Sponsored by: Lester M. Miller, Mayor)
- c. Final Recommendation on Alcohol License Denial for Jek 2022 LLC located at 3565 Pio Nono Ave., Macon, Georgia (Sponsored by: Lester M. Miller, Mayor)

4. Appointments to Boards, Commissions and Authorities

- a. A Resolution Of The Macon-Bibb County Commission Reappointing Dr. Y. Monique Davis-Smith To The Board Of Directors Of River Edge Behavioral Health (Sponsored by: Lester M. Miller, Mayor)

- b. A Resolution Of The Macon-Bibb County Commission Submitting A Slate Of Nominees For A Seat Held By John Houser To Serve On The Macon-Bibb County Hospital Authority Board (Sponsored by: Lester M. Miller, Mayor)

5. Pension

- a. An Ordinance Of The Macon-Bibb County Commission To Amend Appendices I, II, And III Of The Macon-Bibb County Charter, Relating To The Macon-Bibb County Pension Plan, The Macon-Bibb County Pensions And Retirement System, Division A, And Macon Fire And Police Employees Retirement System, For The Purpose Of Adding A New Death Benefit For Active Employees In All Three Plans, And For Revising The Manner Of Calculation For Pension Benefits Payable To Retired Superior Court Judges In The Macon-Bibb County Pension Plan (Sponsored by: Lester M. Miller, Mayor)
- b. An Ordinance Of The Macon-Bibb County Commission To Provide A One-Time Cost Of Living Adjustment Of Three Percent Of Current Benefits, Effective January 1, 2026, For All Retirees And Beneficiaries Of The Macon-Bibb County Pension Plan; The Macon-Bibb County Pensions And Retirement System, Division A; And The Macon Fire And Police Employees Retirement System Who Would Otherwise Be Entitled To A Benefits Adjustment Of One And One half Percent On That Date, And In Lieu Thereof; (Sponsored by: Lester M. Miller, Mayor)

6. Appropriations

- a. An Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation From General Fund – Fund Balance, In The Amount Of \$500,000.00, For County-Wide Telephone Expenses; (Sponsored by: Lester M. Miller, Mayor)

7. Contracts and Purchase Orders

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute Purchase Agreement With North America Fire Equipment Company, Inc. (“NAFECO”), In The Amount Of \$208,530.00, For The Purchase Of V-Force Fire Protective Gear, To Be Paid From SPLOST 2018 Fund, Public Safety, Fire Upgrade, Property Line Item; (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into A Purchase And Maintenance Agreement With Federal Signal Corporation For The Purchase, Installation, And Maintenance Of An Emergency Alert Siren System, In The Amount Of \$2,782,934.67, Payable From The 2025 SPLOST Funds – Public Safety – Other Line Item; (Sponsored by: Lester M. Miller, Mayor)

8. Executive Session

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

in O.C.G.A. § 50-14-2(1); Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E); and Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
November 18, 2025 – 5:00 PM
City Hall
Commission Chamber**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on November 18, 2025 at 5:00 PM in the Commission Chamber at City Hall.

COMMISSION MEMBERS PRESENT

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

GUEST PRESENT

James Fritze, President, NewTown Macon
Emily Hopkins, VP, NewTown Macon
Christy Henry, Family Counseling Center
Anita Howard, District Attorney
Will Chrisberry, MFA

STAFF PRESENT

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

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval of minutes from the November 4, 2025 Pre-Commission meeting (Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Pro Tem Clark, seconded by Commissioner Wynn and carried unanimously, the minutes from the November 4, 2025 Pre-Commission meeting were approved.

3. New Alcohol Beverage Licenses

- a. Sonni Gas Venture located at 4331 Pio Nono Avenue, Macon, GA 31201
After review, legal recommends approval since the taxes have been paid and the Certificate of Good Standing submitted. (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Howell, seconded by Commissioner Bailey and Passed by a vote of 8 to 1 with Mayor Pro Tem Clark, Commissioner Wynn, Commissioner Bronson, Commissioner Hulett, Commissioner Wilder, Commissioner Howell, Commissioner Bryant, Commissioner Bailey casting the affirmative votes and Commissioner Stewart casting the dissenting vote, the New Alcohol License for Sonni Gas Venture located at 4331 Pio Nono Avenue, Macon, GA 31206 was approved.

After review, legal recommends approval since the taxes have been paid and the Certificate of Good Standing submitted..

- b. Reliance Food Mart located at 3609 Pio Nono Avenue 31206
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Howell, seconded by Commissioner Wynn and Passed by a vote of 8 to 1 with Mayor Pro Tem Clark, Commissioner Wynn, Commissioner Bronson, Commissioner Hulett, Commissioner Wilder, Commissioner Howell, Commissioner Bryant, Commissioner Bailey casting the affirmative votes and Commissioner Stewart casting the dissenting vote, the New Alcohol Beverage License for Reliance Food Mart located at 3609 Pio Nono Avenue 31206 was approved.
Legal recommends approval.
- c. Quick Zip located at 3518 Jeffersonville Road 31217
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Wilder, seconded by Commissioner Howell and Passed by a vote of 8 to 1 with Mayor Pro Tem Clark, Commissioner Wynn, Commissioner Bronson, Commissioner Hulett, Commissioner Wilder, Commissioner Howell, Commissioner Bryant, Commissioner Bailey casting the affirmative votes and Commissioner Stewart casting the dissenting vote, the new Alcohol Beverage License for Quick Zip located at 3518 Jeffersonville Road 31217 was approved.
Legal recommends approval.

4. Agreements, Contracts and Purchase Orders

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Construction Manager-At-Risk Agreement With Barton Malow Builders LLC For The Construction Of A New Arena, Subject To Further Approval Upon Finalization Of Cost Of Construction; Authorizing The Payment Of Up To \$675,000.00, From The 2025 SPLOST Fund, To Barton Malow Builders LLC For Pre-Construction Services (Sponsored by: Lester M. Miller, Mayor, Seth Clark, Mayor Pro Tem)
On motion of Mayor Miller, seconded by Mayor Pro Tem Clark and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Construction Manager-At-Risk Agreement With Barton Malow Builders LLC For The Construction Of A New Arena, Subject To Further Approval Upon Finalization Of Cost Of Construction; Authorizing The Payment Of Up To \$675,000.00, From The 2025 SPLOST Fund, To Barton Malow Builders LLC For Pre-Construction

Services was approved.

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Change Order To The Agreement With Advent Business Interiors, Inc., In The Amount Of \$29,556.88, 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 Wynn, seconded by Commissioner Bryant and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Change Order To The Agreement With Advent Business Interiors, Inc., In The Amount Of \$29,556.88, 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.
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Signal Aviation Consulting, In The Amount Of \$29,150.00, For The Provision Of Air Service Consulting And Data Services, Payable From The Airport Fund – Airport-Middle Ga Regional – Prof Services - Other Line Item (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Wynn, seconded by Commissioner Bryant and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Signal Aviation Consulting, In The Amount Of \$29,150.00, For The Provision Of Air Service Consulting And Data Services, Payable From The Airport Fund – Airport-Middle Ga Regional – Prof Services - Other Line Item was approved.
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Middle Georgia Outdoor Lighting, Inc. For The Purchase And Installation Of Lighting Equipment At Carolyn Crayton Park, In The Amount Of \$628,600.00, To Be Paid From 2018 SPLOST Funds (Sponsored by: Lester M. Miller, Mayor, Valerie Wynn, Commissioner, Paul Bronson, Commissioner)
On motion of Commissioner Bronson, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Middle Georgia Outdoor Lighting, Inc. For The Purchase And Installation Of Lighting Equipment At Carolyn Crayton Park, In The Amount Of \$628,600.00, To Be Paid From 2018 SPLOST Funds was approved.

5. Appropriations

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of \$50,000.00 From Interest Earned On American Rescue Plan Act Funds To Family Counseling Center Of Central Georgia, Inc. For The Provision Of Counseling And Therapeutic Programs For Victims Of

Crime; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Bailey and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of \$50,000.00 From Interest Earned On American Rescue Plan Act Funds To Family Counseling Center Of Central Georgia, Inc. For The Provision Of Counseling And Therapeutic Programs For Victims Of Crime was approved.

6. Dedications

- a. An Ordinance Of The Macon-Bibb County Commission To Dedicate That Portion Of Third Street Running Between Poplar Street And Cherry Street In Honor Of Joshua “Josh” Rogers In Recognition Of His Significant Leadership And Service To The Macon-Bibb Community; Appropriation Of An Amount Not To Exceed \$500.00 From The General Fund – Fund Balance To The Facilities Management Department For The Purchase Of Materials And Signage (Sponsored by: Lester M. Miller, Mayor, Valerie Wynn, Commissioner, Paul Bronson, Commissioner, Stanley Stewart, Commissioner, Joey Hulett, Commissioner, Seth Clark, Mayor Pro Tem, Raymond Wilder, Commissioner, Bill Howell, Commissioner, Donice Bryant, Commissioner, Brendalyn Bailey, Commissioner)
On motion of Mayor Pro Tem Clark, seconded by Commissioner Bryant and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Dedicate That Portion Of Third Street Running Between Poplar Street And Cherry Street In Honor Of Joshua “Josh” Rogers In Recognition Of His Significant Leadership And Service To The Macon-Bibb Community; Appropriation Of An Amount Not To Exceed \$500.00 From The General Fund – Fund Balance To The Facilities Management Department For The Purchase Of Materials And Signage was approved.

7. Executive Session

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

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

Respectfully Submitted:

Janice S. Ross
Clerk of the Commission

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

TO: Macon-Bibb County Commission

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

DATE: November 18, 2025

CC: Rosa Margarita Tomas Jacinto, Owner/Agent for Tienda Bernabe #4 LLC dba Tienda Bernabe

Re: Denial Recommendation of the Alcohol License of Tienda Bernabe #4 LLC dba Tienda Bernabe at 4221 Mercer University Drive, Suite 3, Macon, Georgia 31204

Background:

The Macon-Bibb County Commission, sitting as a Committee of the Whole, considered the alcohol beverage license application for Tienda Bernabe #4 LLC dba Tienda Bernabe at 4221 Mercer University Drive, Suite 3, Macon, Georgia 31204 (“Business Location”) on January 28, 2025. At that meeting, the Commission found that the business was located within 100 yards of a church or church grounds, based on the affidavit of the County Engineer provided in the application. Pursuant to Macon-Bibb County Code of Ordinances 4-122(a), the Macon-Bibb County Commission may not issue a license for “retail sale of wine and malt beverages packaged to go ... where the location of the business is within 100 yards of ... any church or church grounds...”. Accordingly, the Macon-Bibb County Commission recommended denial of the license.

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

The Commission found that, based on the affidavit completed by the County Engineer provided in your application packet, and attached hereto, the Business Location is within 100 yards of a church and church grounds. Specifically, the Business Location is 63 feet from New Life Christian Church.

Pursuant to Macon-Bibb County Code of Ordinances (“MBC Code”) Sec. 4-122(a), the Macon-Bibb County Commission may not issue a license for “retail sale of wine and malt beverages packaged to go ... where the location of the business is within 100 yards of ... any church or church grounds....”

Accordingly, the Commission made a recommendation of denial of the requested license pursuant to MBC Code Sec. 4-27(a)(8) in conjunction with Sec. 4-122.

*Tienda Bernabe #4 LLC dba Tienda Bernabe
Final Recommendation on Application
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Ms. Jacinto timely requested an administrative hearing on the Committee's recommendation for denial. Special Master Virginia Josey presided over a fact-finding hearing on April 14, 2025 to determine the relevant facts for the Commission to consider when the Commission makes its final decision. Special Master Josey considered the evidence presented at the hearing and issued a Findings of Fact on November 15, 2025.

Law Regarding This Final Recommendation:

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

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

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

Opinion:

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

1. The applicable law, specifically MBC Sec. 4-122, made applicable to application denials by MBC Sec. 4-27(a)(8), requires the Macon-Bibb County Commission to deny a new alcohol beverage license for "retail sale of wine and malt beverages packaged to go ... where the location of the business is within 100 yards of ... any church or church grounds".

*Tienda Bernabe #4 LLC dba Tienda Bernabe
Final Recommendation on Application
Page 2 of 3*

2. The following facts from the Findings of Fact are relevant to the Commission's determination of whether or not to deny Ms. Jacinto's application based on the distance of the Business Location from a nearby church:
 - a. "No license for retail sales of wine and malt beverages packaged to go shall be issued where the location of the business is within 100 yards of any of the following: a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, any Macon-Bibb County Housing Authority property, any church or church grounds and any Macon-Bibb County recreation center property. Macon-Bibb County Code of Ordinances Sec. 4-122(a). The distance prescribed in this Section shall be measured by the shortest straight line possible between the nearest points on the building housing the place of business to the nearest point on the building housing such library or branch, school, alcoholic treatment center or church and to the nearest point on the school ground, college campus, Macon-Bibb County Housing Authority property, church ground or recreation center property. *Id.*" Findings of Fact pg 2.
 - b. "Macon-Bibb County presented evidence through testimony by Paul Hornowski, a field surveyor with Macon-Bibb's Engineering Department." Findings of Fact pg 2.
 - c. "Specifically, Tienda Bernabe is 68 feet from New Life Christian Church. Macon-Bibb Transcript at 17:14." Findings of Fact pg 3.
 - d. "Regarding my findings of fact, Macon-Bibb County presented evidence of measurements between Tienda Bernabe and New Life Christian Church. Macon-Bibb Transcript at 17:14. These measurements do not meet the legal requirements of Macon-Bibb County Code of Ordinances § 4-122(a)(1). Regarding conflicts in evidence, Tienda Bernabe did not present evidence in conflict with the measurements provided between their business and New Life Christian Church. Any additional arguments made by Tienda Bernabe's representative were policy-related and did not address the fundamental nature of this appeal." Findings of Fact pg 4.
 - e. "According to uncontroverted evidence, Tienda Bernabe failed to meet the requirements of Macon-Bibb County Code of Ordinances § 4-122(a)(1) to sell alcohol. Tienda Bernabe failed to meet the burden of proof in this matter by a preponderance of the evidence." Findings of Fact pg 4.
3. The Commission should then consider the application of MBC Sec 4-122 to the facts as found by Special Master Josey to determine whether those facts warrant the denial of the alcohol license for the Business Location based on proximity to New Life Christian Church.

Final Recommendation:

In light of the Special Master's Findings of Fact, it is my recommendation that the Commission must deny the alcohol license for Tienda Bernabe #4 LLC dba Tienda Bernabe based upon the business being within 100 yards of a church.

*Tienda Bernabe #4 LLC dba Tienda Bernabe
Final Recommendation on Application
Page 3 of 3*

EXHIBIT A

MACON-BIBB COUNTY, GEORGIA
HEARING UNDER MACON-BIBB COUNTY CODE OF ORDINANCES SEC. 4-405
IN RE: ALCOHOL LICENSE APPLICATION OF
TIENDA BERNABE #4 D/B/A TIENDA BERNABE
AT 4221 MERCER UNIVERSITY DRIVE, STE. 3, MACON, GA 31204

OPINION

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

BACKGROUND

On November 5, 2024, Rosa Margarita Tomas Jacinto submitted an application for a new alcohol beverage license as the applicant and agent of Tienda Bernabe #4, d/b/a Tienda Bernabe, located at 422 Mercer University Drive, Ste. 3, Macon, GA 31204 (hereinafter “Tienda Bernabe”). Hearing Transcript, Macon-Bibb County’s Exhibit A.

In the application for a new alcohol beverage license, Rosa Margarita Tomas Jacinto submitted an application for malt and wine packaged to go as applicant of Tienda Bernabe. Macon-Bibb County’s Exhibit A. On January 28, 2025, Macon-Bibb County Commission recommended a denial of the alcohol beverage license application for Tienda Bernabe pursuant to Macon-Bibb County Code of Ordinances § 4-122(a)(1), made applicable to application license denials by Macon-Bibb County Code of Ordinances § 4-27(8), because Tienda Bernabe was selling wine and malt beverages packaged to go within 100 yards or 300 feet of a church or church grounds. Hearing Transcript at 31, Macon-Bibb County’s Exhibit B.

Rosa Margarita Tomas Jacinto, through her administrative assistant and agent James Hamp, requested a hearing for reconsideration based on the precedent of nearby establishments, limited scope of sales, specialty market, and limited traffic impact. Hearing Transcript at 181, Macon-Bibb County’s Exhibit C. On January 28, 2025, the Hon. Lester Miller appointed the undersigned as

Special Master to preside over the hearing on this matter. Hearing Transcript at 184, Macon-Bibb County's Exhibit D. A hearing was held at 1:05 p.m. on April 14, 2025 at Macon-Bibb City Hall, and the undersigned respectfully submits the factual findings from that hearing, as follows:

FINDINGS OF FACT

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

At issue, however, is the following requirement: No license for retail sales of wine and malt beverages packaged to go shall be issued where the location of the business is within 100 yards of any of the following: a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, any Macon-Bibb County Housing Authority property, any church or church grounds and any Macon-Bibb County recreation center property. Macon-Bibb County Code of Ordinances Sec. 4-122(a). The distance prescribed in this Section shall be measured by the shortest straight line possible between the nearest points on the building housing the place of business to the nearest point on the building housing such library or branch, school, alcoholic treatment center or church and to the nearest point on the school ground, college campus, Macon-Bibb County Housing Authority property, church ground or recreation center property. *Id.*

Macon-Bibb County Evidence

Macon-Bibb County presented evidence through testimony by Paul Hornowski, a field surveyor with Macon-Bibb's Engineering Department. Macon-Bibb Transcript at 13. Mr. Hornowski

started his testimony with Exhibit A, Department of Revenue Alcohol License Application. Macon-Bibb Transcript at 14. Macon-Bibb County's Exhibit A.

In his testimony, Mr. Hornowski identified and described the sheets and processes used by his office to make measurements. *Id.* To review to the legality of a business's measurements, these sheets are then produced to Mr. Hornowski's main supervisor, John Hayes, who presents the final documents to Macon-Bibb County. *Id.* at 14-15. Macon-Bibb County's Exhibit A. Macon-Bibb County directed Mr. Hornowski to page eight, where the measurement of the distance between Tienda Bernabe and New Life Christian Church did not comply with the 300-foot minimum distance requirement of Macon-Bibb County Code of Ordinances Sec. 4-122(a). *Id.* Specifically, Tienda Bernabe is 68 feet from New Life Christian Church. Macon-Bibb Transcript at 17:14. Mr. Hornowski also testified about the different measurements taken of Tienda Bernabe to New Life Christian Church and how they were taken in several ways in anticipation of the appeal. *Id.* at 17-21. Seeing no true church grounds for this particular layout, the measurements taken were from Tienda Bernabe's door to the church building door. *Id.* Turning towards Exhibit F, Mr. Hornowski identified an aerial photograph of the location measured using a public tax map. Macon-Bibb County's Exhibit F. Mr. Hornowski further testified where the measurements were taken using the aerial photograph. *Id.*

All of Macon-Bibb County's exhibits are uncontroverted and valid.

Tienda Bernabe's Case

James Hemp advocated on behalf of Tienda Bernabe. Macon-Bibb transcript at 28-30. He did not produce documentary evidence. *Id.* Mr. Hemp made an argument about other businesses and the policy behind Macon-Bibb County Code of Ordinances § 4-122(a)(1), specifically referencing P&P Liquor Store allegedly violating this ordinance. *Id.* Mr. Hemp also asked for an exception to approve Tienda Bernabe. *Id.* at 28. Mr. Hemp concluded by referencing Macon-Bibb County's Exhibit C and a picture with measurements. *Id.* at 30.

Discussion and Findings

Pursuant to the role of Special Master, I make the following findings of fact and resolve conflicts the following conflicts in evidence.

Regarding my findings of fact, Macon-Bibb County presented evidence of measurements between Tienda Bernabe and New Life Christian Church. Macon-Bibb Transcript at 17:14. These measurements do not meet the legal requirements of Macon-Bibb County Code of Ordinances § 4-122(a)(1). Regarding conflicts in evidence, Tienda Bernabe did not present evidence in conflict with the measurements provided between their business and New Life Christian Church. Any additional arguments made by Tienda Bernabe's representative were policy-related and did not address the fundamental nature of this appeal.

Tienda Bernabe's sole witness and advocate, James Hemp, argued that P&P Liquor Store was close to New Life Christian Church. Macon-Bibb Transcript at 30:13. After a review of the evidence, specifically Exhibit H, this location is permitted an alcohol license due to the legacy clause provision of Macon-Bibb Code Section 4-97(b). *Id.* In this legacy clause provision, a business may obtain a distilled spirits packaged to go license if there was an alcohol license, specifically a liquor license, at the location in the proceeding 12 months of the church operation. *Id.*

According to uncontroverted evidence, Tienda Bernabe failed to meet the requirements of Macon-Bibb County Code of Ordinances § 4-122(a)(1) to sell alcohol. Tienda Bernabe failed to meet the burden of proof in this matter by a preponderance of the evidence.

The above findings of facts are respectfully submitted to Macon-Bibb County Commission this 15th day of November, 2025.



Virginia C. Josey, Esq.
Special Master

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

TO: Macon-Bibb County Commission

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

DATE: November 17, 2025

CC: Gerald Easterling, Owner/Agent for IMS Groceries LLC dba Toms Food Mart

Re: Denial Recommendation of the Alcohol License of IMS Groceries LLC dba Toms Food Mart at 811 Pio Nono Ave., Macon, Georgia 31204

Background:

The Macon-Bibb County Commission, sitting as a Committee of the Whole, considered the alcohol beverage license application for IMS Groceries LLC dba Toms Food Mart at 811 Pio Nono Ave., Macon, Georgia 31204 (“Business Location”) on June 18, 2024. At that meeting, the Commission found that the business was operating as Vice Mart, rather than a Food Mart based on an inspection performed by the Macon-Bibb County Code Enforcement Department. Pursuant to Macon-Bibb County Code of Ordinances Sec. 4-36(9)(B), Vice Marts cannot be granted new alcohol licenses. Accordingly, the Macon-Bibb County Commission recommended denial of the license.

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

The Commission found that your Business Location is operating as a Vice Mart based upon an inspection of the Business Location on or about May 2, 2024, as detailed in the enclosed Business Type Identification Verification Form. Though you identified the Business Location as a Food Mart in the “Package To Go Business Type Identification Form” in the application packet you submitted, a Macon-Bibb County Code Enforcement inspector determined that the Business Location did not meet the definition of that business type. Notably, the Business Location did not offer for sale the requisite food for the Business Location to meet the definition of a Food Mart. Instead, the inspector determined that the Business Location is a Vice Mart pursuant to the definition of such in Macon-Bibb County Code of Ordinances (“MBC Code”) Sec. 4-1.

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

*IMS Groceries LLC dba Toms Food Mart
Final Recommendation on Application
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Accordingly, the Commission made a recommendation of denial of the request license pursuant to MBC Code Sec. 4-36(9)(B).

Mr. Easterling timely requested an administrative hearing on the Committee's recommendation for denial. Special Master Virginia Josey presided over a fact-finding hearing on April 7, 2025 to determine the relevant facts for the Commission to consider when the Commission makes its final decision. Special Master Josey considered the evidence presented at the hearing and issued a Findings of Fact on July 18, 2025.

Law Regarding This Final Recommendation:

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

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

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

Opinion:

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

1. The applicable law, specifically MBC Sec. 4-36(9)(B), made applicable to application denials by MBC Sec. 4-27(a)(8), requires the Macon-Bibb County Commission to deny a new alcohol beverage license to any Vice Mart that applies for such.
2. The following facts from the Findings of Fact are relevant to the Commission's determination of whether or not to deny Mr. Easterling's application based on whether his business qualifies as a Food Mart or a Vice Mart, as such are defined in the Chapter 4 of the Macon-Bibb County Code of Ordinances:
 - a. "In Exhibit A, Toms Food Mart identified their business as a Food Mart." Findings of Fact pg 2.
 - b. "Food Marts must regularly sell, at a minimum, and among other products: at least four pounds of five different fresh fruits and vegetables, four pounds of fresh, raw beef, chicken, or pork, four dozen fresh chicken eggs, four pounds of bread and four gallons of fresh cow milk; the location must have an onsite Georgia Department of Agriculture certified food scale; and, upon request, a business must be able to show receipts from a lawful fresh food wholesaler for the food that is in store." Findings of Fact pg 2.
 - c. "Fox testified that Macon-Bibb County performed a total of four (4) business-type inspections at Toms Food Mart. Id. According to the testimony and evidence presented, Toms Food Mart met the food requirements during one inspection on September 6, 2024, but did not meet the food requirements during any of the other three inspections which occurred on May 2, 2024, November 5, 2024, and March 25, 2025." Findings of Fact pg 3.
 - d. "In the report identified as Exhibit F1, Toms Food Mart did not have cow's milk, eggs, fresh fruit, fresh vegetables, or loaves of bread at an inspection on May 2, 2024. Id. During the same inspection, Toms Food Mart was also missing a Georgia Department of Agriculture Scale. Id." Findings of Fact pg 3.
 - e. "However, When Fox testified regarding a November 5, 2024 inspection. Toms Food Mart did not have cow's milk, fresh eggs, fresh fruit, or fresh meat. Hearing Transcript at 16–17; Exhibit F3. The inspection report did show that Toms Food Mart had two types of arguably fresh vegetables (garlic and potatoes), as well as seven loaves of expired bread. Id." Findings of Fact pg 3.
 - f. "Turning to the last inspection on March 25, 2025, Lieutenant Fox testified about his return to Toms Food Mart on March 25, 2025. Hearing Transcript at 17; Exhibit F4 At this inspection, Fox documented that, Toms Food Mart did not have fresh cow's milk, fresh eggs, fresh fruit, fresh vegetables, fresh bread, or fresh meat. Id." Findings of Fact pg 4.
 - g. "During the predetermination inspection conducted on May 2, 2024 by Macon-Bibb County Code Enforcement, Toms Food Mart did not have the required fresh food required to be considered a Food Mart. Accordingly, the Macon-Bibb County Commission voted to recommend a denial of the alcohol license; pursuant to § 4-36(9)(b), which disallows applicants from obtaining alcohol licenses for vice marts. After that vote, Code Enforcement returned to Toms Food Mart for three (3) subsequent business-type inspections. During the three (3) inspections, Toms Food

Mart still did not have the required food to be classified as a Food Mart, at two of the three inspections: November 5, 2024 and March 25, 2025. Despite identifying itself as a Food Mart on its application, Toms Food Mart failed to satisfy the Food Mart requirements during all three (3) of the Code Enforcement inspections.” Findings of Fact pg. 4.

3. The Commission should then consider the application of MBC Sec 4-36(9)(B) to the facts as found by Special Master Josey to determine whether those facts warrant the denial of the alcohol license for the Business Location based on its operation as a Vice Mart, rather than a Food Mart.

Final Recommendation:

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

MACON-BIBB COUNTY, GEORGIA
HEARING UNDER MACON-BIBB COUNTY CODE OF ORDINANCES SEC. 4-405
IN RE: ALCOHOL LICENSE APPLICATION OF
IMS GROCERIES, LLC D/B/A TOMS FOOD MART
AT 811 PIO NONO AVE., MACON, GA 31204

OPINION

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

BACKGROUND

On April 4, 2024, Mr. Gerald A. Easterling submitted an application for a new alcohol beverage license as the applicant and agent of IMS Groceries, LLC, d/b/a Toms Food Mart, located at 811 Pio Nono Avenue, Macon, Georgia (hereinafter “Toms Food Mart”). Hearing Transcript, Macon-Bibb County’s Exhibit A.

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

Mr. Gerald A. Easterling requested a hearing, asserting by e-mail that he operates Toms Food Mart as a Food Mart. Hearing Transcript, Macon-Bibb County’s Exhibit C. On January 2, 2025, the Hon. Lester Miller appointed the undersigned as Special Master to preside over the hearing on this matter. Hearing Transcript, Macon-Bibb County’s Exhibit D. A hearing was held at 10:30 a.m. on

April 7, 2025 at Macon-Bibb City Hall, and the undersigned respectfully submits the factual findings from that hearing, as follows:

FINDINGS OF FACT

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

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

Business-Type Inspections

The County presented evidence through testimony by Lieutenant Anthony Craig Fox with Macon-Bibb's Department of Code Enforcement. Hearing Transcript at 11-18. Lieutenant Fox began his testimony by referring to the "Package to Go Business Type Identification Form". Hearing Transcript at 11; Macon-Bibb County Exhibit A. In Exhibit A, Toms Food Mart identified their business as a Food Mart. Id. During his testimony, Lieutenant Fox then turned to Macon-Bibb Exhibit C and read Toms Food Marts' Request for Hearing. Transcript at 11:23. Lieutenant Fox also testified to information included in Exhibits F1, 2, 3, and 4. Hearing Transcript at 12-18.

Fox testified that Macon-Bibb County performed a total of four (4) business-type inspections at Toms Food Mart. Id. According to the testimony and evidence presented, Toms Food Mart met the food requirements during one inspection on September 6, 2024, but did not meet the food requirements during any of the other three inspections which occurred on May 2, 2024, November 5, 2024, and March 25, 2025. Id. Specialist Hilton Dawson performed a total of two business-type identification inspections of Toms Food Mart on May 2, 2024 and September 6, 2024. Id. Lieutenant Fox completed inspections of Toms Food Mart on November 5, 2024 and March 25, 2025. Id.

Lieutenant Fox continued his testimony, referring to Exhibit F1, a Business Identification Form prepared by code inspector, Hilton Dawson. Hearing Transcript 13:5-20. In the report identified as Exhibit F1, Toms Food Mart did not have cow's milk, eggs, fresh fruit, fresh vegetables, or loaves of bread at an inspection on May 2, 2024. Id. During the same inspection, Toms Food Mart was also missing a Georgia Department of Agriculture Scale. Id.

Lieutenant Fox provided further testimony about a second inspection of Toms Food Mart, occurring on September 6, 2024. Hearing Transcript at 14-15. Fox referred to an additional Business Identification Form, identified as Exhibit F2. This inspection, also completed by Hilton Dawson, demonstrated that Toms Food Mart had four gallons of cow's milk, over four dozen fresh eggs, four types of fresh fruit at least four pounds of each type of fruit. Exhibit F2. Dawson's report also documented four pounds of raw meat, four pounds of fresh bread, and a certified Department of Agriculture scale. Id. It is undisputed that this inspection demonstrated that Toms Food Mart had partially satisfied the food requirements required by code.

However, When Fox testified regarding a November 5, 2024 inspection. Toms Food Mart did not have cow's milk, fresh eggs, fresh fruit, or fresh meat. Hearing Transcript at 16-17; Exhibit F3. The inspection report did show that Toms Food Mart had two types of arguably fresh vegetables (garlic and potatoes), as well as seven loaves of expired bread. Id.

Turning to the last inspection on March 25, 2025, Lieutenant Fox testified about his return to Toms Food Mart on March 25, 2025. Hearing Transcript at 17; Exhibit F4At this inspection, Fox documented that , Toms Food Mart did not have fresh cow's milk, fresh eggs, fresh fruit, fresh vegetables, fresh bread, or fresh meat. Id.

During the predetermination inspection conducted on May 2, 2024 by Macon-Bibb County Code Enforcement, Toms Food Mart did not have the required fresh food required to be considered a Food Mart. Accordingly, the Macon-Bibb County Commission voted to recommend a denial of the alcohol license; pursuant to § 4-36(9)(b), which disallows applicants from obtaining alcohol licenses for vice marts. After that vote, Code Enforcement returned to Toms Food Mart for three (3) subsequent business-type inspections. During the three (3) inspections, Toms Food Mart still did not have the required food to be classified as a Food Mart, at two of the three inspections: November 5, 2024 and March 25, 2025. Despite identifying itself as a Food Mart on its application, Toms Food Mart failed to satisfy the Food Mart requirements during all three (3) of the Code Enforcement inspections.

The above findings of facts are respectfully submitted to Macon-Bibb County Commission this 18th day of July, 2025.



Virginia C. Josey, Esq.
Special Master

ADDED TO THE NOVEMBER 4, 2025
PRE-COMMISSION AGENDA.



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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

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

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

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

Agent Information

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

Location/Business Information

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

Business Continuation

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

Rev.08/2023

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

BUSINESS

Federal Tax ID #: _____ State Tax ID#: _____

Business Name: Jek 2022 LLC Corporate and Trade Name: Jek Food meat

Local Business Address: 3565 Pio nono Ave Macon GA 31206
(P.O. Box Not Allowed) City State Zip

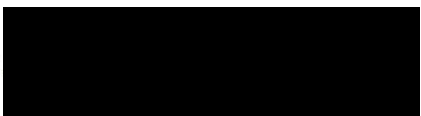
Mailing Address: Same
Street Address (City State Zip)

Local Business Phone #: 478-259-6575 Email Address: Pateljeny0530@gmail.com

Contact Person: Smita Patel Contact Phone #: 478-390-0268

AGENT

Agent's Name: Smitaben Patel Agent's Title: owner

Date of Birth:  Social Security Number: 

Home Address: 110 Vanguard Ct City: Centerville State: GA Zip: 31028

Home Phone #: 478-390-0268 Email: Pateljeny0530@gmail.com

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

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 08/23

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

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

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

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

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

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

Business Name: JEK 2022 LLC

Printed Name of Applicant: Smitaben Patel

*Signature of Applicant: S. K. Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 7 DAY OF February, 2025

Megan Foskey
 NOTARY PUBLIC

March 21, 2027
 MY COMMISSION EXPIRES





SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Non Immigrant - Temporary Employment Authorized

A non-national of the U.S. who is admitted for a specific reason and for a limited period of time. The applicant is temporarily allowed to work. See the [Guide to Understanding SAVE Verification Responses](#) for additional information. Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification
Number: 0025038212017NU
Class of Admission (COA)
Code: U1
Country of Birth: IND - INDIA
Employment Authorization Document (EAD)
Expiration Date: 04/09/2029
Provision of Law
Code: C09

Agency Submitted Details

Full Name: smitaben k patel
Date of Birth: [REDACTED]
Alien Number: [REDACTED]
Initiated On: 02/07/2025
Initiated By: IHAL0956
Point of Contact
Name: Ian Hall
Point of Contact
Phone Number: (478) 310-2173
Requested
Benefits: Occup. Tax Cert.
Attached
Document: No

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Browser Support](#) [Plug-ins](#) [Site Map](#) [V37.1 ICA](#) [V38 ICA - Draft](#)



U.S. Citizenship
and Immigration
Services

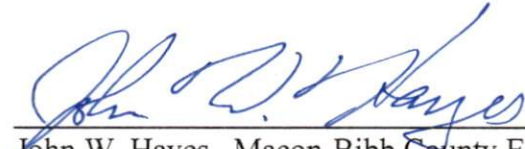
MEASUREMENT FORM

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

APPLICANT: Smitaben K. Patel
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 3565 Pio Nono Avenue, Macon GA 31206
BUSINESS NAME: Jek 2022, LLC.

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
☒ X Comply ☐ Does not Comply
2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.
☐ Comply ☐ Not Applicable ☒ X Unknown
3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.
☐ Comply ☐ Complies , but does not comply with other restrictions
☒ X Not Applicable

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

Date: 2/21/25

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

Jek Food Mart - Jek 2022 LHC

3565 Pio Nono Ave.

3,150'	—	SCHOOL GROUND property line
		Southwest High School
3,450'	—	SCHOOL BUILDING
		Southwest High School
7,750'	—	COLLEGE CAMPUS property line
		Central Georgia Technical College
21,400'	—	ALCOHOLIC TREATMENT CENTER building
		River Edge - Emory Hwy.
5,800'	—	PUBLIC LIBRARY or BRANCH building
		Bloomfield Branch
6,950'	—	MACON-BIBB COUNTY HOUSING AUTHORITY property
		Shakespeare Homes
1,000'	—	CHURCH (building)
		Faith First Church
900'	—	CHURCH GROUNDS
		Faith First Church
3,775'	—	M-B COUNTY RECREATION CENTER property
		Bloomfield - Hilead Recreation Center
N/A	—	Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
		Applicant self-identifies as a
		"Food Mart"

OK!

Paul J. Hornowski

February 20, 2025



MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO:	2022-0658	PERMIT TYPE:	PU	DATE OF ISSUE:	05/02/2022
ISSUED TO NAME:	Smita Ben Patel, JEK Food Mart				
OWNER'S NAME:	NE INDUSTRIAL PROPERTIES LLC				
PROPOSED USE:	Commercial, Industrial or Institutional Use				
ADDRESS OF PROPOSED USE:	3565 PIO NONO AVE				
NEW CONSTRUCTION:	Yes				
STRUCTURE TYPE:	Existing, Interior				
MAP/PARCEL:	0094-0067			ZONING DISTRICT:	C-4—Highway Commercial District

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application-- for a convenience store with alcohol packaged to go; No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should it occupy more, than this, a conditional use for an amusement facility is required. Subject to requirements of Business Development Services. Subject to all applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 11/02/2022 THIS PERMIT IS NULL & VOID

APPROVED BY: John Langstaff

NOTICE

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



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	JEK 2022 LLC	Control Number:	22014706
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Owes Current Year AR
NAICS Code:	Retail Trade	NAICS Sub Code:	Convenience Stores
Principal Office Address:	3565 PIO NONO AVENUE, MACON, GA, 31206, USA	Date of Formation / Registration Date:	1/19/2022
State of Formation:	Georgia	Last Annual Registration Year:	2024

REGISTERED AGENT INFORMATION

Registered Agent Name: **SMITABEN K PATEL**
Physical Address: **420 BIG OAK CIRCLE, LIZELLA, GA, 31052, USA**
County: **Bibb**

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

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

Ownership Disclosure Form

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

Business:

Trade Name: Jek Food Mart Name of Corporation: Jek 2022 LLC

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

Individual:

Name and Title: Smileen Portel (owner) Telephone Number: 478-390-0268

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

Residential Street Address: 110 Vanguard Ct Centerville GA 31028
P.O. Box Not Allowed (City State Zip)

Mailing Address: Same
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - General Partner holding _____ % of all outstanding partnership interests.
- ☐ Limited Partnership (LP)
 - General Partner holding _____ % of all outstanding general partnership interests.
 - Limited Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - General Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - General Partner holding _____ % of all outstanding general partnership interests.
 - Limited Partner holding _____ % of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
 - Managing Member, Total number of Managing Member(s): 01
 - Member holdings 100% of all outstanding membership interests.
- ☐ Privately Held Corp./Company
 - Corporate Officer: Yes ___ No ___
- ☐ Other
 - Other person exercising operational authority over the entity: _____



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Smitaben Patel Last Name: Patel
Home Address: 110 Vanguard Ct City: Centerville State: GA Zip: 31028
Home Phone #: 478-390-0268 Email: Pateljeny40530@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: Same City: _____ State: _____ Zip: _____

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

CERTIFICATION

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

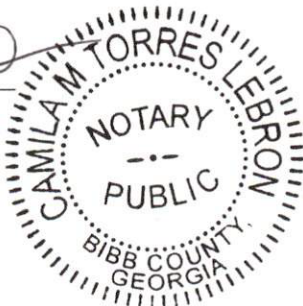
S.K. Patel
Applicant's Signature

02-10-25
Date

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

This 10 day of February, 2025.

Camil M. Torres
Notary Public



April 17, 2028
My Commission Expires

Rev. 7/202121

5/8/22, 2:29 PM

eTIPS Off Premise 3.1

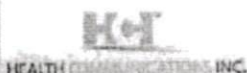
Certificate of Completion

This Certificate of Completion of
eTIPS Off Premise 3.1
 For coursework completed on May 8, 2022
 provided by Health Communications, Inc.
 is hereby granted to:

Smitaben Patel

Certification to be sent to:

420 Big Oak Cir
 Lizella GA, 31052-4339 USA



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.



Smitaben Patel



AH001535

ALCOHOL HANDLER

EXP: 12/31/2025

MARTIN SNOW, LLP
T. BARON GIBSON, II
4025 Vineville Avenue
Macon, Georgia 31210
Phone: 478-749-1715 Fax: 478-475-9901

DATE: Mar 07, 2024

FILE #G0439.66191

Smitaben K. Patel
110 Vanguard Court
Centerville, Georgia 31028

RE: BORROWER: Smitaben K. Patel

PROPERTY: 3565 Pio Nono Avenue, Macon, Georgia 31206

Gentlemen:

Enclosed herein please find the following documents in regard to the
above-referenced closing.

(X) Warranty Deed;

() Owner's Certificate of Title Insurance;

() Other:

Please do not hesitate to contact us if you have any questions or need any additional
information.

Sincerely,

T. BARON GIBSON, II

ENCLOSURES

Type: GEORGIA LAND RECORDS
Recorded: 3/6/2024 3:08:00 PM
Fee Amt: \$400.00 Page 1 of 3
Transfer Tax: \$375.00
Bibb County Superior Court
Erica Woodford Clerk

Participant ID: 3312826025

BK 11809 PG 340 - 342

For official use by Clerk's office only

Return to:
MARTIN SNOW, LLP
T. BARON GIBSON, II
240 Third Street
Macon, Georgia 31201
G0439.66191

STATE OF GEORGIA)
COUNTY OF BIBB) LIMITED WARRANTY DEED
(Individual Seller)

THIS INDENTURE, made this 4th day of March, 2024, by and between **Shailesh Chaudhari**, party/parties of the first part, and **Smitaben K. Patel**, party/parties of the second part;

WITNESSETH:

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

All my 1/2 undivided interest in an to:

All that tract or parcel of land situate, lying and being in Land Lot 93, Macon Reserve West, of Bibb County, Georgia, being more particularly shown on the plat of survey prepared by Winchester & Gostin, dated May 26, 1956, recorded in Plat Book 30, Page 57, Clerk's Office, Bibb Superior Court, and being more particularly described as follows: Beginning at an iron pipe located at the northwest corner of the intersection of the right-of-way of Spencer Circle and Pio Nono Avenue; thence extend in a westerly direction along the northern line of Spencer Circle right-of-way for a distance of 150.0 feet to an iron pipe; thence angle right 89 degrees 56 minutes and extend along the property of Mrs. William T. Wood for a distance of 125.0 feet to a iron pipe; thence angle right 90 degrees 4 minutes and extend along the property of Mrs William T. Wood for a distance of 150.00 feet to an iron pipe on the western side of Pio Nono Avenue right-of-way; thence angle right 89 degrees 56 minutes and extend along said line for a distance of 125.0 feet to the point of beginning. Excluded from the above tract of land is that portion of the southeastern corner lying outside, or southeast of, an arc with the radius of 30 feet, according to said plat. Said property is conveyed subject to the terms and conditions of the easement in favor

For official use by Clerk's office only

Return to:

MARTIN SNOW, LLP
T. BARON GIBSON, II
240 Third Street
Macon, Georgia 31201
G0439.66191

STATE OF GEORGIA)
) **LIMITED WARRANTY DEED**
COUNTY OF BIBB) (Individual Seller)

THIS INDENTURE, made this 4th day of March, 2024, by and between **Shailesh Chaudhari**, party/parties of the first part, and **Smitaben K. Patel**, party/parties of the second part;

WITNESSETH:

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

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of Charles H. Renfroe d/b/a The Eagle Group dated August, 1990, recorded in Deed Book 1909, Page 5-6, and subject to Charles H. Renfroe d/b/a The Eagle Group's ownership of and title to an outdoor advertising sign and structure located on said property.

There are improvements located on said property known under the present system of numbering as 3565 Pio Nono Avenue, Macon, Georgia.

This is the same property conveyed to Southern Sky Ventures, LLC by deed dated January 29, 2021, of record in Deed Book 10784, Page 366, said Clerk's Office and to LEC Investments, LLC, by deed dated August 30, 2011, of record in Deed Book 8570, Page 349, said Clerk's Office.

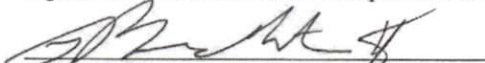
This is the same property conveyed to NE Industrial Properties, LLC by deed dated February 12, 2021, and recorded in Deed Book 10790, Page 339, Clerk's Office, Bibb Superior Court.

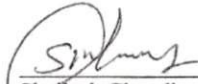
SUBJECT, however, to certain restrictions, covenants and easements of record or evidenced by use.

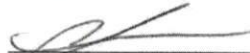
TO HAVE AND TO HOLD the Property, together with all and singular the rights, members, hereditaments, improvements, easements and appurtenances to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of second party/parties, his/her/their heirs and assigns,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

IN WITNESS WHEREOF, first party/parties has/have hereunto set his/her/their hand(s) and seal(s), the day and year first above written.

Signed, sealed and delivered in the presence of:


Unofficial Witness

 (L.S.)
Shailesh Chaudhari


Notary Public
My commission expires:

(Notarial Seal)



PT-61 (Rev. 2/18)		To be filed in BIBB COUNTY		PT-61 011-2024-001116	
SECTION A – SELLER'S INFORMATION (Do not use agent's information)			SECTION C – TAX COMPUTATION		
SELLER'S LAST NAME Chaudhari	FIRST NAME Shailesh	MIDDLE	Exempt Code If no exempt code enter NONE	NONE	
MAILING ADDRESS (STREET & NUMBER) 101 Ela Court			1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$375,000.00	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Warner Robins, GA 31088 USA		DATE OF SALE 3/4/2024	1A. Estimated fair market value of Real and Personal property	\$0.00	
SECTION B – BUYER'S INFORMATION (Do not use agent's information)			2. Fair market value of Personal Property only	\$0.00	
BUYER'S LAST NAME Patel	FIRST NAME Smitaben	MIDDLE K.	3. Amount of liens and encumbrances not removed by transfer	\$0.00	
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 110 Vanguard Ct			4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$375,000.00	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Centerville, GA 31028 USA		Check Buyers Intended Use () Residential (X) Commercial () Agricultural () Industrial	5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	\$375.00	
SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A) 3565	PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION Pio Nono Avenue			SUITE NUMBER	
COUNTY BIBB	CITY (IF APPLICABLE)		MAP & PARCEL NUMBER 0094-0064	ACCOUNT NUMBER	
TAX DISTRICT	GMD	LAND DISTRICT	ACRES	LAND LOT 93	SUB LOT & BLOCK
SECTION E – RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE	

ADDITIONAL BUYERS
None



577 Mulberry Street
P.O. Box 310
Macon, Georgia 31202-0310
478-746-9421
478-742-2015 FAX

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made this 22nd day of December 2021 between NE Industrial Properties, LLC (hereinafter described as Seller) and Shailesh Chaudhari and Smitaben K. Patel (hereinafter described as Purchaser);

1. WITNESSETH:

DESCRIPTION OF THE PROPERTY (all or any portion shall be the "Property"): All that tract or parcel of land and improvements described as:

Parcel Numbers: OO94-0067
Location Address: 3565 Pio Nono Ave, Bibb County, Ga.
Deed Book: 10790 Page: 339

The above legal description is hereby incorporated by reference.

2. **PURCHASE PRICE AND METHOD OF PAYMENT:** The purchase price that the Purchaser agrees to pay and the Seller agrees to accept is Two hundred sixty thousand Dollars (\$260,000.00), payable in full or as otherwise agreed to in cash, bank transfer of immediately available funds or certified funds, on delivery of the deed.

3. **EARNEST MONEY:** Purchaser has paid to Fickling & Company ("Holder") earnest money of ten thousand Dollars (\$10,000.00) by electronic transverse or bank certified check within 48 hours after the Binding Agreement Date. The earnest money shall be deposited in Holder's escrow/trust account (with Holder retaining the interest if the account is interest bearing) within five (5) days from the Binding Agreement Date and shall be applied toward the purchase price of the Property at the time of closing. In the event any earnest money check is not honored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify Purchaser and Seller. Purchaser shall have three (3) banking days after notice to deliver good funds to Holder. In the event Purchaser does not timely deliver good funds, the Seller shall have the right to terminate this Agreement upon written notice to Purchaser. Holder shall disburse earnest money only as follows: (a) upon the failure of the parties to enter into a binding agreement; (b) at closing; (c) upon a written agreement signed by all parties having an interest in the funds; (d) upon order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (e) upon a reasonable interpretation of this Agreement by Holder. Prior to disbursing earnest money pursuant to reasonable interpretation of this Agreement, Holder shall give all parties 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 Holder prior to the end of the 15 day notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Holder shall consider the objection and shall do any or a combination of the following: (i) hold the earnest money for a reasonable period of time to give the parties an opportunity to resolve the dispute; (ii) disburse the earnest money and so notify all parties; and/or (iii) interplead the earnest money into a court of competent jurisdiction. Holder shall be reimbursed for and may deduct from any funds interplead 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 Holder. No party shall seek damages from Holder (nor shall Holder be liable for same) for any matter arising out of or related to the performance of Holder's duties under this earnest money paragraph. If Purchaser breaches Purchaser's obligations or warranties herein, Holder may pay the earnest money to Seller by check, which, if accepted and deposited by Seller, shall constitute liquidated damages in full settlement of all claims of Seller.

4. **WARRANTY OF TITLE:** Seller represents that Seller presently has good and marketable, fee simple title to the Property, and at the time the sale is consummated, Seller agrees to convey good and marketable, fee simple title to the Property to Purchaser by limited warranty deed, without any restrictions or exceptions except as set forth within Special Stipulations herein.

Seller shall execute all other documents customarily used in Georgia commercial real estate transactions so as to enable a Title Insurance Company to issue to Purchaser a Title Insurance Policy without any special exceptions, including Standard Owner's Affidavit.

5. **TITLE EXAMINATION:** Purchaser shall move promptly and in good faith after acceptance of this Agreement to

examine title to the Property and to furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have 30 days after receipt of such objections to satisfy all valid objections, and if Seller fails to satisfy such valid objections within 30 days, then at the option of the Purchaser, evidenced by written notice to Seller, this Agreement shall be null and void, and all Earnest Money shall be promptly returned to Purchaser or Purchaser shall waive such objections and proceed to closing.

6. **WARRANTIES:** Seller represents that to the best of Seller's knowledge: (A) there are no existing or proposed governmental orders or condemnation proceedings affecting the Property and Seller has received no notice of any such orders or proceedings; (B) the Property has never been used for the use, discharge, or storage of any hazardous material or any landfill for garbage or refuse; (C) the Property is free of any underground storage tanks, petroleum product contamination, hazardous substance, asbestos, contaminants, oil, radioactive or other materials, the removal of which is required, or the maintenance of which is required, or the maintenance of which is prohibited, penalized, or regulated by any local, state, or federal agency, authority or government unit.

7. **INSPECTIONS:** Commencing on the date of this Agreement, and subject to the rights of the tenants, if any, Purchaser, Purchaser's agents, employees and contractors, shall have the right during regular business hours, but without interfering with operations being carried on upon the Property, to enter the Property, for the purpose of making surveys, inspections, soil tests and other investigations of the Property, including but not limited to, the physical condition of any improvements and mechanical and electrical systems. Purchaser shall and does hereby agree to indemnify, defend and hold Seller and Brokers harmless from any loss or damage suffered by Seller, Brokers or others as a result of the exercise by Purchaser of the rights herein granted, including any damage resulting from the negligence of Purchaser or Purchaser's agents. This indemnity shall survive the rescission, cancellation, termination or consummation of this Agreement.

8. **CONDITION OF PROPERTY:** Seller warrants that when this transaction is consummated the improvements on the property will be in the same condition as they are on the date of this contract, natural wear and tear excepted, and Seller specifically assumes the risk of loss or damage to said Property until the consummation of the transaction. Should the premises be destroyed or damaged before this contract is consummated, then, at the election of the Purchaser: (A) the contract may be canceled; or (B) Purchaser may consummate the contract and receive such insurance as is paid on the claim of loss. This election is to be exercised by the Purchaser within ten (10) days after the amount of Seller's damage is determined and Purchaser has been notified of such amount.

9. **AGENCY DISCLOSURE:** Seller and Purchaser acknowledge that Fickling & Company, Inc has represented the Seller in this transaction.

Material Relationship Disclosure: The Broker and/or affiliated licensees have no material relationship with either client except as may be outlined in Special Stipulations.

10. **REAL ESTATE COMMISSION:** In negotiating this Agreement, Broker(s) have rendered a valuable service for which Broker shall be paid a Commission at closing by Seller equal to 6% of the purchase price. Purchaser acknowledge that there are no other brokers involved in this transaction.

Said Brokerage Fee agreement shall vest a third party interest in this Agreement to the above noted Real Estate Brokers and no changes or modifications to this contract shall be made without the written approval of all three parties.

11. **REMEDIES:** In the event of a breach of this Agreement, the non-breaching party may pursue all remedies available at law or in equity except where the parties have agreed to arbitrate. Notwithstanding the above, if Purchaser breaches Purchaser's obligations or warranties herein Seller shall have the option to request that Holder pay the Earnest Money to Seller, which if disbursed to Seller by Holder shall constitute liquidated damages in full settlement of all claims by Seller. Such liquidated damages are agreed to by the parties not to be a penalty and to be a good faith estimate of Seller's actual damages, which damages are difficult to ascertain.

12. **DISCLAIMER:** Purchaser and Seller 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. Purchaser and Seller agree that Brokers shall not be responsible to advise Purchaser and Seller on any matter, including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection on the Property;

or hazardous or toxic materials; building products and construction techniques; the necessity or cost of any repairs to Property; 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 the Property; and condition(s) existing off the Property which may affect the Property; the terms, conditions and availability or financing; and the uses and zoning of the Property whether permitted or proposed. Purchaser and Seller acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters are of concern to them, they shall seek independent expert advice relative thereto.

13. MISCELLANEOUS:

All property taxes, insurance, rents and mortgage interest, if applicable, shall be prorated as of the date of closing.

Seller shall pay the State of Georgia property transfer tax, deed preparation, and their attorney's fees. Purchaser shall pay all other closing costs.

14. NOTICES: Except as otherwise provided herein, all notices, including offers, counteroffers, acceptances, amendments and demands, required or permitted hereunder shall be in writing, signed by the party giving the notice and delivered either: (1) in person, (2) by an overnight delivery service, prepaid, (3) by facsimile transmission (FAX) or scanned (EMAIL) (provided that an original of the notice shall be promptly sent thereafter if so requested by the party receiving the same) or (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested. The parties agree that a faxed signature of a party constitutes an original signature binding upon that party. Notice shall be deemed to have been given as of the date and time it is actually received. Notwithstanding the above, notice by FAX shall be deemed to have been given as of the date and time it is transmitted if the sending FAX or EMAIL produces a written confirmation with the date, time and telephone number to which the notice was sent. Receipt of notice by the Broker representing a party as a client shall be deemed to be notice to that party for all purposes herein, except in transactions where the Broker is practicing designated agency, in which case, receipt of notice by the designated agent representing a party as a client shall be required to constitute notice. All notice requirements referenced herein shall be strictly construed.

Required notices hereunder shall be in writing and sent to the address set out below:

IF TO SELLER:

Jerry Greeff
850 Sixth Ave
Unit 203
Naples, Florida 34102
Phone: 410-274-0995
Email: j4102740335@gmail.com

IF TO PURCHASER:

101 Ela Ct
Warner Robins, Ga. 31088
Ph: 229-200-7868
Email: alischaudhari@gmail.com

IF TO PURCHASER BROKER:

Larry Crumbley
Fickling & Company
PO Box 310
577 Mulberry St, Suite 1100
Macon, GA 31202-0310
Phone: 478-746-9421; Cell: 478-737-3381
Email: lcrumbley@fickling.com

Consummation and closing of this contract shall be between February 7 and February 15, 2022. Possession of the Property shall be granted at closing, unless otherwise specified herein.

15. **ENTIRE AGREEMENT:** This contract contains the entire agreement between the parties, and no representations, warranties or promises, verbal or written, unless contained herein, shall be binding upon any party to this contract. It is agreed that whenever a party or parties to this contract is mentioned, it shall include said party, its heirs, administrators, successors or assigns. Time is of the essence of this contract. This Agreement shall be construed under the laws of the State of Georgia.

16. **SPECIAL STIPULATIONS:** The following Special Stipulations shall, if conflicting with the foregoing, control: shall be withheld from Seller's proceeds at closing and held in escrow until the corrections have been made.

1. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts shall constitute one agreement.

2. **Earnest Money:** In the event of Purchaser's default under this Agreement, the Earnest Money shall be paid to or retained by Seller as full liquidated damages, and Purchaser shall be relieved from all liability or obligation hereunder to Seller and Broker and no other remedy, including the remedy of specific performance, shall be available for Purchaser's breach of this Agreement. The parties agree that Seller's damages would be difficult to ascertain and that the Earnest Money constitutes a reasonable liquidation thereof and it is not intended as a penalty, but as full liquidated damages.

3. **Seller Financing:**

Purchase Price-	\$260,000.00
Down Payment -	\$ 90,000.00
Balance to finance -	\$170,000.00
Interest Rate-	5.0%
Monthly Payment -	\$1,803.11
Payment Due Date -	First day of each month with a 10% late fee after the 10 th .
Prepayment -	There is no prepayment penalty, so the loan can be paid off at any time without penalty.
Loan Closing Cost -	Purchaser will pay for all costs associated with the financing. Other closing costs will be paid as specified above.
First Payment Due -	April 1, 2022
Balloon Payment -	The entire unamortized balance will be due after 2 years.

Note: The above loan will be personally guaranteed by Shailesh Chaudhari and Smitaben K. Patel. Monthly payments will be made by direct deposit or electronic transfer.

4. **Property Condition** – The property is being sold “as is” and Seller will not be obligated to make any repairs to the premises.

5. ~~**Proof of Funds** – On or before 48 hours after the Binding Agreement Date, Purchaser must show Seller evidence to Seller's satisfaction that Purchaser has the down payment and financial capability necessary to comply with this agreement.~~

6. **Licensee:** All parties acknowledge that Larry E. Crumbley is licensed to sell real estate in the state of Georgia and is a member of NE Industrial Properties, LLC.

7. **Closing Attorney:** Martin Snow, LLP of Macon, Ga or any other mutually agreed upon law firm will close the transaction.

The above offer is open for acceptance by Seller until 12:00 midnight on the ____ day of ____, 2021, by which time acceptance of such offer must have been actually received by Broker, who shall promptly notify each party of such acceptance.

AGREED AND ACKNOWLEDGED BY:

SELLER: NE Industrial Properties, LLC

By: Larry Crumley

Title: Managing Member

Dec 22, 2021 | 2:25 PM PST

Date: _____

PURCHASERS:

Shailesh Chaudhari

By: Shailesh Chaudhari Date: Dec 22, 2021 | 2:21 PM PST

Smitaben K. Patel

By: S.K. Patel Date: Dec 22, 2021 | 2:16 PM PST

Fickling & Company

By: Lars Amos

License Number: H-17846

Title: Associate Broker

Dec 22, 2021 | 2:25 PM PST

The above Agreement is hereby accepted, ____ o'clock ____ month ____ day of ____, 2021, which is considered the Binding Agreement Date.

Agent Certification

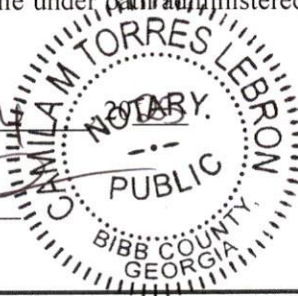
The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct 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: Smitaben K. Patel Date: 02-10-25

Business Name: Jek 2022 LLC

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

This 10 day of February
[Signature]
 Notary Public



April 17, 2028
 My Commission Expires

Ownership/Individual Certification

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

Individual/Owner's Signature: _____ Date: _____
 (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: JEK 2022 LLC

Business Address: 3565 Pio nono Ave. Macon GA 31206

Instructions:

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

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

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

Definitions:

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

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

S. K. Petch
Applicant/Agent Signature

02-10-25
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

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

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

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

Business Name: Jek 2022 LLC

Business Address: 3565 Pio nono Ave Macon GA 31206

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

[Signature] 7226
Code Enforcement Department Designee

2/13/2025
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.

S. K. Roberts
Applicant/Agent Signature

Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

S.K. Patel

Signature

Smitaben Patel

Print Name

02-10-25

Date



Alcohol License Questionnaire

Name of Business: Jek 2022 LLC
 Owner's Name: Smitaben Patel
 Address: 3565 Pio Nono Ave.
Macon GA 31206

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

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

S.K. Patel
 Signature

Smitaben Patel
 Print Name

02-10-25
 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: Jek 2022 LLC

Business Address: 3565 Pio nono Ave Macon GA 31206

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

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

S.K. Ruter
Applicant/Agent Signature

02-10-25
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County

Certificate of Good Standing

Business & Property

1. Name and Title of the applicant: Smitaben Patel owner

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

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

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

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

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.

Smitaben K Patel S.K. Patel
Print and Sign Name

Sworn to and subscribed before me this

10 day of February, 2025

[Signature]
Notary Public

My Commission Expires: April 17, 2028





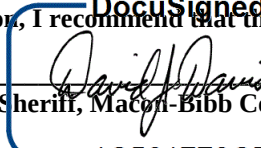
Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Smitaben Patel – Fingerprints Completed: 02.28.2025

Business Name: Jek 2022 LLC dba Jek Food Mart

Business Address: 3565 Pio Nono Avenue, Macon, GA 31206

After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	3/13/2025 Date
Denied	1C561778CDEE414... Sheriff, Macon-Bibb County, Georgia	Date

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

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



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 10/29/2025 (Date) DS (Initials)

Comments

After review, legal recommends denial for failure to provide evidence of newspaper publication; having outstanding taxes owed at the time of application in violation of the Certificate of Good Standing requirement; and self-identifying as a "food mart" but operating as a "vice mart" according to Code Enforcement inspections.

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. Y. MONIQUE DAVIS-SMITH TO THE BOARD OF DIRECTORS OF RIVER EDGE BEHAVIORAL HEALTH; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the River Edge Behavioral Health Center (“River Edge”) is a keystone provider of behavioral healthcare in the Middle Georgia area and offers services for substance abuse, mental health, development disabilities, and other similar fields; and

WHEREAS, River Edge is designated by the Georgia Department of Behavioral Health and Developmental Disabilities to serve four (4) central Georgia counties: Bibb, Jones, Monroe and Twiggs; and

WHEREAS, River Edge is overseen by a Board of Directors, with each said director being appointed and serving three (3) year terms, as provided in O.C.G.A. § 37-2-6; and

WHEREAS, O.C.G.A. § 37-2-6 provides that the governing authority of Macon-Bibb County shall be authorized to appoint certain members to the Board of Directors; and

WHEREAS, Dr. Y. Monique Davis-Smith has been recommended for reappointment to serve a three-year term for the Board of Directors of River Edge Behavioral Health; and

WHEREAS, Dr. Y. Monique Davis-Smith is currently fulfilling the unexpired term of Monica A. Swayne, which is set to expire December 31, 2025; and

WHEREAS, Dr. Y. Monique Davis-Smith has expressed her willingness to continue serving, and meets all rules, regulations, and requirements necessary for reappointment to the Board of Directors of River Edge Behavioral Health; 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. Y. Monique Davis-Smith is hereby reappointed to serve a three year term as a member of the Board of Directors of River Edge Behavioral Health, with said term to begin January 1, 2026 and expire December 31, 2028.

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 Dr. Monique Davis Smith To River Edge Board Of Directors 11-13-25.Docx



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION SUBMITTING A SLATE OF NOMINEES FOR A SEAT HELD BY JOHN HOUSER TO SERVE ON THE MACON-BIBB COUNTY HOSPITAL AUTHORITY BOARD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Hospital Authority has sent notice of John Houser's resignation from the Macon-Bibb County Hospital Authority, as indicated in the letter attached hereto as Exhibit A; and

WHEREAS, O.G.G.A. § 31-7-72(b) requires that the Macon-Bibb County Commission submit to the board of the Macon-Bibb County Hospital Authority a slate of three eligible nominees for each board seat, from which the Authority may select one person to serve on the Board; and

WHEREAS, the selected nominee will serve on the Board to fulfill the unexpired term of John Houser, with said term to begin effective date of this resolution and expire December 31, 2027; and

WHEREAS, Dr. Mark Grossnickle, Bill Tift, and Steve Kruger are eligible for appointment and have expressed their desire to serve on the Macon-Bibb County Hospital Authority 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 as that, pursuant to O.C.G.A. § 31-7-72(b), the Macon-Bibb County Commission does hereby submit the following slate of nominees

to the Macon-Bibb County Hospital Authority for appointment to the seat held by John Houser, with said term set to expire December 31, 2027:

Dr. Mark Grossnickle

Dr. Bill Tift

Mr. Steve Kruger

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 Nominating Dr. Mark Grossnickle, Dr. B. Tift, and S. Kruger for Hospital
Authority Board 11-14-25.docx*

EXHIBIT A

Macon-Bibb County Hospital Authority

November 11, 2025

VIA ELECTRONIC MAIL: miller@maconbibb.us

Honorable Lester Miller
Mayor, Macon-Bibb County
700 Poplar Street
Macon, Georgia 31201

RE: MACON BIBB COUNTY HOSPITAL AUTHORITY

Dear Mayor Miller:

Mr. John Houser has resigned from the MBCHA effective August 28, 2025. Dr. Mark Grossnickle expressed the willingness and desire to be nominated to serve on the board for the remainder of Mr. Houser's term through December 31, 2027. He has served on the Medical Center of Central Georgia and Navicent board for several years and is very knowledgeable about Hospital Authority and Atrium Navicent Health activities. We also suggest the following slate of nominations to fill Mr. Housers position on the board.

Mark Grossnickle, M.D.
Bill Tift, M.D.
Steve Kruger

We appreciate the consideration of Macon-Bibb and look forward to receiving your response.

Sincerely,

Erin Snyder
Erin P. Snyder
Secretary

EPS/nls

cc: Ron Shipman
Delvecchio Finley
Cyndey Busbee
Janice Ross

770 Hemlock Street | Suite A | Macon, GA 31201 | 478-633-6980



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 AMEND APPENDICES I, II, AND III OF THE MACON-BIBB COUNTY CHARTER, RELATING TO THE MACON-BIBB COUNTY PENSION PLAN, THE MACON-BIBB COUNTY PENSIONS AND RETIREMENT SYSTEM, DIVISION A, AND MACON FIRE AND POLICE EMPLOYEES RETIREMENT SYSTEM, FOR THE PURPOSE OF ADDING A NEW DEATH BENEFIT FOR ACTIVE EMPLOYEES IN ALL THREE PLANS, AND FOR REVISING THE MANNER OF CALCULATION FOR PENSION BENEFITS PAYABLE TO RETIRED SUPERIOR COURT JUDGES IN THE MACON-BIBB COUNTY PENSION PLAN, AND FOR OTHER LAWFUL PURPOSES AS PROVIDED FOR HEREIN.

WHEREAS, a request has been received by the Macon-Bibb County Pensions and Retirement System, Division A (“Division A”) pension plan for the establishment of a new death benefit for those employees who work long enough to vest in lifetime pension benefits, but who die prior to being able to receive any pension benefits, and who are not otherwise entitled to any death benefits under the Division A pension plan; and

WHEREAS, upon consideration, the Macon-Bibb County Pension Plan (“County Plan”), Division A, and the Macon Fire and Police Employees Retirement System (“Fire and Police”), collectively, “Plans,” all recommended that such a death benefit be established; and

WHEREAS, an actuarial study was performed in November 2024, which determined that the estimated total annual contribution increase for adding a \$50,000.00 death benefit to all three Plans would be approximately \$204,900.00 per year; and

WHEREAS, in 2025, the Georgia General Assembly adopted House Bill 85, which revised the method used for the computation of salaries for active superior court judges, including by eliminating local supplemental pay for superior court judges who opt into the new compensation system, and for those first appointed or elected after July 1, 2025; and

WHEREAS, because the pension calculations for retired superior court judges in the County Plan are a percentage of the local supplemental pay given by Macon-Bibb County to active superior court judges, the conversion of the salary computations according to 2025 HB 85 would effectively eliminate the local pension benefits payable to retired superior court judges; and

WHEREAS, additional changes to the County Plan provisions are made hereby for the purpose of preserving for retired superior court judges pension benefits which are equal to those benefits being received by retired superior court judges as of the date of this Ordinance, and which makes future pension benefits subject to the same cost of living allowances as are provided to other members of the County Plan; and

WHEREAS, a “redline” document showing the proposed changes to the Plans’ documents is attached hereto at Exhibit A, and incorporated herein by reference; and

WHEREAS, Section 35 of the Macon-Bibb County Charter provides:

This charter may be modified, rescinded, changed, or amended by only the following methods:

- (1) An Act of the General Assembly of Georgia; or
- (2) An ordinance adopted by the commission of Macon–Bibb County, Georgia, as provided for in Article IX, Section II, Paragraph I of the Constitution of the State of Georgia.

; and

WHEREAS, Article IX, Section II, Paragraph I(b)(1) of the Constitution of the State of Georgia provides,

- (1) Such local acts may be amended or repealed by a resolution or ordinance duly adopted at two regular consecutive meetings of the county governing authority not less than seven nor more than 60 days apart. A notice containing a synopsis of the proposed amendment or repeal shall be published in the official county organ once a week for three weeks within a period of 60 days immediately preceding its final adoption. Such notice shall state that a copy of the proposed amendment or repeal is on file in the office of the clerk of the superior court of the county for the purpose of examination and inspection by the public. The clerk of the superior court shall furnish anyone, upon written request, a copy of the proposed amendment or repeal. No amendment or repeal hereunder shall be valid to change or repeal an amendment adopted pursuant to a referendum as provided in (2) of this subparagraph or to change or repeal a local act of the General Assembly ratified in a referendum by the electors of such county unless at least 12 months have elapsed after such

referendum. No amendment hereunder shall be valid if inconsistent with any provision of this Constitution or if provision has been made therefor by general law.

; and

WHEREAS, a notice containing a synopsis of the proposed amendment to the County Plan document has been duly published in the official organ of Macon-Bibb County, and copies hereof have been made available through the office of the Clerk of Superior Court, all in accordance with the Constitutional provisions cited above; and

WHEREAS, the Macon-Bibb County Commission desires to adopt the changes proposed herein; 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.

Section 5.02 of Article 5 of Appendix I to the Macon-Bibb County Charter, entitled "Amount of Normal Retirement Pension" is hereby repealed in its entirety and replaced with the following:

Charter Appendix I. MACON-BIBB COUNTY PENSION PLAN

ARTICLE 5 - NORMAL RETIREMENT

5.02 Amount of Normal Retirement Pension.

Subject to the Annual Benefit limitations of Article 12 of the Plan, a Participant's Normal Retirement Pension, paid monthly beginning as of the Participant's Normal Retirement Date and ending on the first day of the month, in which the Participant's death occurs, shall be:

(a) For Employees (other than Superior Court Judges and State Court Judges) hired prior to May 1, 2011, (including fully vested former Participants who Terminated Employment before May 1, 2011, and are rehired at a later time):

- (i) 2% of Final Average Monthly Base Earnings, multiplied by
- (ii) the Participant's number of whole and partial Years of Service.

(b) For Employees (other than Superior Court Judges, State Court Judges and District Attorneys for the Macon Judicial District) hired or non-vested former Participants rehired on and after May 1, 2011:

- (i) 1.5% of Final Average Monthly Base Earnings, multiplied by

- (ii) the Participant's number of whole and partial Years of Service.
- (c) For Superior Court Judges, the greater of two-thirds of the amount paid as a local supplement to active Superior Court Judges by Macon-Bibb County for the life of such Superior Court Judge, or a base benefit amount of \$ 2,738.47 per month, as of December 1, 2025, which base benefit shall then be adjusted by the amount of all cost of living adjustments given thereafter under Section 5.04 of this Plan, as amended from time to time, and without regard to the date on which such Superior Court Judge retired, provided that the amount of this benefit shall not be reduced for any Participant or Beneficiary during their lives.
- (d) For State Court Judges, two-thirds of the amount paid to active State Court Judges by Macon-Bibb County in excess of the pensionable salary used by the Georgia Judicial Retirement System for retirement benefits under that retirement system, for the life of such State Court Judge, provided that the amount of this benefit shall not be reduced for any Participant or Beneficiary during their lives.
- (e) For District Attorneys for the Macon Judicial District, two-thirds of the amount paid by Macon-Bibb County as a supplement to the salary paid by the State of Georgia, provided that the amount of this benefit shall not be reduced for any for any Participant or Beneficiary during their lives.

Refer to Section 5.04 below for information on a cost of living adjustment that may increase the amount provided under the formula above, and to the definition of Service and Years of Service in Article 2 for the way in which Service, including partial years, is calculated. Benefits payable under paragraphs (d), and (e) of this Section may increase over time under the terms provided herein, but shall not otherwise be eligible for cost of living adjustments provided under Section 5.04 of this Plan unless the Macon-Bibb County Commission expressly approves including those benefits in a particular adjustment that is given.

Section 2.

Section 9.01 of Article 9 of Appendix I to the Macon-Bibb County Charter, entitled “Pre-retirement Death Benefit” is hereby repealed in its entirety and replaced with the following:

Charter Appendix I. MACON-BIBB COUNTY PENSION PLAN ARTICLE 9 – DEATH BENEFITS 9.01 Pre-retirement Death Benefit.

- (a) Eligibility. If a Participant's employment is terminated by reason of death prior to his or her Annuity Starting Date, and the Participant has at least ten (10) Years of Service, the Participant's Beneficiary shall be entitled to death benefit as described in paragraph (b) below for life, or until remarriage if the Spouse is the Beneficiary.
- (b) Death Benefit. Effective January 16, 1990; the Participant's Beneficiary may elect to receive one of the following:

(i) a monthly payment from the Plan equal to fifty percent (50%) of the Normal Retirement Pension that the Participant would have received at his Normal Retirement Date had he lived to that date, commencing as of the Participant's Normal Retirement Date (if he had lived), or

(ii) a monthly payment from the Plan equal to fifty percent (50%) of the Normal Retirement Pension that the Participant would have received at his Normal Retirement Date had he lived to that date, commencing as of the first day of the month following his death, but effective November 5, 1999, reduced by two percent (2%) per year for each year the benefit commences prior to the Participant's Normal Retirement Date (if he had lived) (reduced by one half of one percent (1/2%) effective prior to November 5, 1999).

(c) Commencement of Benefit. The benefit described in (b)(i) and (b)(ii) above shall continue for the lifetime of the Beneficiary or if the Beneficiary is the Participant's Spouse until the month in which the Spouse remarries, if earlier.

(d) Non-Spouse Beneficiary. Effective for Eligible Employees hired on and after January 1, 2004, the Participant's Beneficiary shall be the Participant's Spouse, unless such Spouse has explicitly waived all rights under the Plan in a written instrument. If the Spouse effectively waives benefits under the Plan, or the Participant has no Spouse on his date of death, the Participant's children (by birth or adoption) under the age of eighteen will receive any benefits due in equal shares until the child reaches the age of eighteen (18) (age twenty-two (22) if the child is student enrolled full time in an accredited post secondary institution of higher learning). If the Participant is not married and has no children under the age of eighteen (18) (age twenty-two (22) if the child is student enrolled full time in an accredited post secondary institution of higher learning) no death benefit shall be paid.

For purposes of (ii) above, a child is a full-time student if he is enrolled as a full-time student at an educational institution during any five months of a calendar year. This enrollment status shall be redetermined each calendar year.

Only enrollment in a school that has a regular teaching staff and course of study and is a junior or senior high school, college, university, technical or mechanical school shall satisfy the requirements above. Enrollment in a night school that satisfies the requirement in the preceding sentence and in which the child is enrolled for the number of hours or classes equivalent to full-time attendance at a similar day school also shall satisfy this requirement. On-the-job training courses, correspondence schools or other home education do not satisfy this requirement.

The Pension Trustee Board shall determine whether a particular child is a full-time student, and its decision thereon shall be final.

(e) Death Benefit for Former Employees.

(i) There is established under the Plan a one-time lump sum death benefit, in the amount of fifty thousand dollars (\$50,000.00), payable in the limited circumstance that each of the following requirements are met:

(A) A Participant was actively employed as an Eligible Employee with the Employer on or after January 1, 2026; and

(B) Such Participant was either first hired or most recently rehired with the Employer on or before January 16, 1996, and has completed at least five (5) Years of Service, or such Participant has otherwise completed at least ten (10) Years of Service; and

(C) Such Participant's Employment with the Employer terminated on or after January 1, 2026, for any reason other than death or Disability; and

(D) Such Participant thereafter died prior to receiving any benefit payments under this Plan; and

(E) Such Participant's Beneficiaries are not otherwise entitled to any benefits under the Plan as a result of such Participant's death; and

(F) Such Participant's Accrued Benefit is not subject to forfeiture under the terms of the Plan or any controlling law.

(ii) The lump sum benefit payable under this paragraph shall be payable to the Participant's Surviving Spouse, if there is one.

(iii) If the Participant has no Surviving Spouse, or such Spouse has explicitly waived all rights under the Plan in a written instrument, then the lump sum benefit payable under this paragraph shall be divided equally among the Participant's surviving children (by birth or adoption), regardless of their ages.

(iv) If the Participant has no Surviving Spouse or surviving children, or if all such persons have explicitly waived all rights under the Plan in a written instrument, then the lump sum benefit payable under this paragraph shall be paid to a beneficiary named by the Participant in writing and filed with the Macon-Bibb County Human Resources Department or its successor department prior to the Participant's death.

(v) If no person is otherwise designated or eligible to receive the lump sum benefit payable under this paragraph, but such benefit is nonetheless payable, then the benefit shall be paid to the Participant's estate.

(vi) Any portion of this benefit that is not claimed under this Paragraph by any eligible beneficiary within four (4) years of the Participant's death shall be forfeited, provided that if any beneficiary entitled to receive a portion of this lump sum benefit is the Participant's child and is under the age of twenty-one (21) years at the time of the Participant's death then such child shall be eligible to claim their portion of this benefit at any time prior to the date that such child turns twenty-five (25) years old.

Section 3.

There is hereby created a new section, to be known as Section 7.2.1 of Article VII of Appendix II to the Macon-Bibb County Charter, entitled "Post-employment death benefit," to provide as follows:

Charter Appendix II. MACON-BIBB COUNTY PENSIONS AND RETIREMENT SYSTEM, DIVISION A

ARTICLE VII. – OTHER BENEFITS

Sec. 7.2.1 Post-employment death benefit.

(a) There is established under the Plan a one-time lump sum death benefit, in the amount of fifty thousand dollars (\$50,000.00), payable in the limited circumstance that each of the following requirements are met:

- (1) A former Employee was actively employed as an Employee with the Employer on or after January 1, 2026; and
- (2) Such former Employee's Employment with the Employer terminated on or after January 1, 2026, for any reason other than death or disability; and
- (3) Such former Employee thereafter died prior to receiving any benefit payments under this Plan; and
- (4) Such former Employee's beneficiaries are not otherwise entitled to any benefits under the Plan as a result of the former Employee's death; and
- (5) Such former Employee's Accrued Benefit is not subject to forfeiture under the terms of the Plan or any controlling law.

(b)

- (1) The lump sum benefit payable under this paragraph shall be payable to the former Employee's beneficiary or beneficiaries in the same manner as provided for the payment of post-retirement death benefits in Sec. 7.3, below, except that any Employee or living former Employee may designate, change, or revoke the designation of any one or more persons as their beneficiary or beneficiaries for this

lump sum benefit in writing in the same manner as for post-retirement death benefits at any time.

- (2) Any portion of this benefit that is not claimed under this Paragraph by an eligible beneficiary within four (4) years of the former Employee's death shall be forfeited, provided that if any beneficiary entitled to receive a portion of this lump sum benefit is the former Employee's child and is under the age of twenty-one (21) years at the time of the former Employee's death, then such child shall be eligible to claim their portion of this benefit at any time prior to the date that such child turns twenty-five (25) years old.

Section 4.

Section 7.03 of Article VII of Appendix II to the Macon-Bibb County Charter, entitled "Post-retirement death benefit" is hereby repealed in its entirety and replaced with the following:

Charter Appendix II. MACON-BIBB COUNTY PENSIONS AND RETIREMENT SYSTEM, DIVISION A

ARTICLE VII. – OTHER BENEFITS

Sec. 7.3. Post-retirement death benefit.

If an optional benefit under Article VI is in effect at the time of the employee's retirement or death, and the employee has received at least one benefit payment, any death benefit payable will be in accordance with the option elected.

If a retired employee has received at least one benefit payment is receiving a pension under Article V and no option was elected, and if his or her death occurs before he or she has received payments for 60 months, the employee's beneficiary shall be entitled to a monthly pension for the remainder of the 60 month period, that is, until such time as 60 monthly payments have been made to the employee and his or her beneficiary. The monthly amount payable to the beneficiary shall be equal to the monthly amount of pension which the employee was receiving prior to his or her death.

Every employee shall designate the beneficiary who shall receive the benefit, if any, which is payable upon his or her death under this Section 7.3. An employee may change or revoke his or her designation of beneficiary at any time and from time to time. The designation of a beneficiary, and any change or revocation thereof, shall be made in writing on forms approved by the committee. An employee may also designate a contingent beneficiary to receive benefits under this section in the event the primary beneficiary's death occurs before all payments under this Section 7.3 have been made. If an employee fails to designate a beneficiary, or if no designated beneficiary survives the employee, or if all designated beneficiaries die before all payments required by this Section 7.3 have been made, the remaining payments shall be paid in accordance with the following order of precedence:

- (a) to the employee's surviving spouse; or, if there be none surviving,
- (b) to the employee's surviving children (in equal shares); or, if there be none surviving,
- (c) to the employee's surviving parents (in equal shares); or, if there be none surviving,
- (d) to the employee's estate.

Section 5.

Article IV-A of Appendix III to the Macon-Bibb County Charter, entitled “Optional Retirement Benefits” is hereby repealed in its entirety and replaced with the following:

CHARTER APPENDIX III. MACON FIRE AND POLICE EMPLOYEES RETIREMENT SYSTEM

ARTICLE IV-A. OPTIONAL RETIREMENT BENEFITS

(1) - Joint and survivor option.

By filing an application with the Board, any Employee may designate his or her Spouse (or any dependent approved by the Board) as his or her contingent pensioner and elect to receive a pension payable in accordance with one of the following options, in lieu of the pension to which he or she may otherwise become entitled upon Retirement.

(a) Option 1: The employee shall receive an Actuarial Equivalent pension payable for life, and payments in the amount of 66 2/3% of such actuarial equivalent pension shall, after the employee's death, be continued to the contingent pensioner during the latter's lifetime.

(b) Option 2: The Employee shall receive an Actuarial Equivalent pension payable for life, and payments in the amount of 100% of such Actuarial Equivalent pension shall, after the Employee's death, be continued to the contingent pensioner during the latter's lifetime.

(c) Option 3: The Employee may elect to receive an Actuarial Equivalent pension, payable for life with 120 monthly payments guaranteed. In the event the Employee should die before having received 120 monthly payments, the remaining payments will be made to his or her contingent pensioner.

(2) - Aggregate payments.

The aggregate of the pension payments expected to be paid to an Employee and his or her contingent pensioner under any of the above options shall be the Actuarial Equivalent of the pension which the Employee is otherwise entitled to receive upon Retirement.

(3) - Election of options.

An Employee may elect or revoke an option prior to Retirement by filing such election or revocation in writing with the Board prior to Retirement. Under no circumstances may an option be changed or revoked after the Employee's Retirement.

(4) - Death before Retirement.

An election made pursuant to this section shall become inoperative in the event that:

- (a) the Employee's death occurs prior to actual retirement; or
- (b) the death of the contingent pensioner occurs before the Employee's actual Retirement.
- (c) If an Employee dies after becoming eligible to Retire but before applying for Retirement, and such member is survived by a Spouse, the Surviving Spouse shall be entitled to receive a benefit as if the member had elected to receive one hundred percent (100%) of the member's benefits as provided in Art. IV-A (I)(b) Option 2, such benefits to commence on the Benefit Payment Date next following the date of the Employee's death, and subsequent payments shall be made on the Benefit Payment Date of each calendar month thereafter during the lifetime of the Surviving Spouse.

(4.1) - Post-employment death benefit.

(a) There is established under this System a one-time lump sum death benefit, in the amount of fifty thousand dollars (\$50,000.00), payable in the limited circumstance that each of the requirements provided under either subparagraph (I) or subparagraph (II) of this section are met:

- (I)
 - (A) A former Employee accrued a minimum of one day of Service time on or after January 1, 2026; and
 - (B) Such former Employee's employment as a member of this System terminated on or after January 1, 2026, for any reason other than death, or disability; and

(C) Such former Employee thereafter died prior to receiving any benefit payments under this System; and

(D) Such former Employee's beneficiaries are not otherwise entitled to any benefits under the System as a result of the former Employee's death; and

(E) Such former Employee's Accrued Benefit is not subject to forfeiture under the terms of the System or any controlling law; or

(II)

(A) An Employee accrued a minimum of one day of Service time on or after January 1, 2026; and

(B) Such Employee dies while still employed under this System, from causes not attributed to his or her active duties, and prior to receiving any benefit payments under this System, but is not otherwise eligible for any death benefits under Article V(1)(b) of this System; and

(C) Such Employee's beneficiaries are not otherwise entitled to any benefits under the System as a result of the Employee's death; and

(D) Such Employee's Accrued Benefit is not subject to forfeiture under the terms of the System or any controlling law.

(b) The lump sum benefit payable under this paragraph shall be payable to the former Employee's Surviving Spouse, if there is one.

(c) If the former Employee has no Surviving Spouse, or such Spouse has explicitly waived all rights under the System in a written instrument, then the lump sum benefit payable under this paragraph shall be divided equally among the former Employee's surviving children (by birth or adoption), regardless of their ages.

(d) If the former Employee has no Surviving Spouse or surviving children, or if all such persons have explicitly waived all rights under the System in a written instrument, then the lump sum benefit payable under this paragraph shall be paid to a beneficiary named by the former Employee in writing and filed with the Macon-Bibb County Human Resources Department or its successor department prior to the former Employee's death.

(e) If no person is otherwise designated or eligible to receive the lump sum benefit payable under this paragraph, but such benefit is nonetheless payable, then the benefit shall be paid to the former Employee's estate.

(f) Any portion of this benefit that is not claimed under this Paragraph by any eligible beneficiary within four (4) years of the former Employee's death shall be forfeited, provided that if any beneficiary entitled to receive a portion of this lump sum benefit is the former Employee's child and is under the age of twenty-one (21) years at the time of the former Employee's death then such child shall be eligible to claim their portion of this benefit at any time prior to the date that such child turns twenty-five (25) years old.

(5) - Direct rollovers.

Notwithstanding any provision of this System to the contrary that would otherwise limit a distributee's election under this Article IV, a distributee may elect, at the time and in the manner prescribed by the Board, to have any portion of an eligible rollover distribution paid directly to an eligible Retirement plan specified by the distributee in a direct rollover.

For purposes of this section the following definitions shall apply:

(a) 'Eligible rollover distribution' shall mean any distribution of all or any portion of the balance to the credit of the distributee, including any portion of the distribution that is not includable in gross income to the extent permitted by the Internal Revenue Code, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period often (10) years or more; and any distribution to the extent such distribution is required under section 401(a)(9) of the Internal Revenue Code.

(b) 'Eligible retirement plan' shall mean an individual retirement account described in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Internal Revenue Code, an annuity plan described in section 403(a) of the Internal Revenue Code, a qualified trust described in section 401(a) of the Internal Revenue Code, or an individual retirement plan described in Internal Revenue Code Section 408A (Roth IRA), that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the Surviving Spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity. For these purposes, an eligible retirement plan shall also mean an annuity contract described in section 403(b) of the Internal Revenue Code and an eligible plan under section 457(b) of the Internal Revenue Code which is maintained by a state, political

subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this System. The definition of eligible retirement plan shall also apply in the case of a distribution to a Surviving Spouse.

(c) 'Distributee' shall include an Employee or former Employee. In addition, the Employee's or former Employee's Surviving Spouse is a distributee with regard to the interest of the Spouse. For distributions after December 31, 2009, a non-Spouse Beneficiary who is a "Designated Beneficiary" under section 401(a)(9)(E) of the Internal Revenue Code and the regulations thereunder, may by a direct trustee-to-trustee transfer ("direct rollover"), roll over all or any portion of his or her distribution to an individual retirement account (IRA) the Beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an "eligible rollover distribution" under section 401(a)(31) of the Internal Revenue Code. Although a non-Spouse Beneficiary may roll over directly a distribution, the distribution is not subject to the direct rollover requirements of section 401(a)(31) of the Internal Revenue Code, the notice requirements of section 402(f) of the Internal Revenue Code or the mandatory withholding requirements of section 3405(c) of the Internal Revenue Code. If a non-Spouse Beneficiary receives a distribution from the System, the distribution is not eligible for a 60-day (non-direct) rollover. If the Employee's named Beneficiary is a trust, the System may make a direct rollover to an IRA on behalf of the trust, provided the trust satisfies the requirements to be a "Designated Beneficiary within the meaning of section 401(a)(9)(E) of the Internal Revenue Code.

(d) 'Direct rollover' shall mean a payment by the System to the eligible retirement plan specified by the distributee.

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.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 8.

(a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 9.

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 10.

The Mayor, the Pension Trustee Board for the Macon-Bibb County Pension Plan, 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 11.

Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Ordinance shall be and the same hereby are repealed, and this Ordinance shall be in full force and effect from and after its adoption.

Section 12.

This Ordinance shall become effective immediately, following its approval by the Mayor or its adoption into law without such approval.

FIRST ADOPTED this ____ day of _____, 2025.

LESTER M. MILLER, MAYOR

ATTEST:

JANICE ROSS, CLERK OF COMMISSION

SECOND ADOPTED, ORDERED AND ORDAINED this ____ day of _____, 2025.

LESTER M. MILLER, MAYOR

ATTEST:

JANICE ROSS, CLERK OF COMMISSION

EXHIBIT A

Charter Appendix I. MACON-BIBB COUNTY PENSION PLAN

ARTICLE 5 NORMAL RETIREMENT

5.02 Amount of Normal Retirement Pension.

Subject to the Annual Benefit limitations of Article 12 of the Plan, a Participant's Normal Retirement Pension, paid monthly beginning as of the Participant's Normal Retirement Date and ending on the first day of the month, in which the Participant's death occurs, shall be:

- (a) For Employees (other than Superior Court Judges and State Court Judges) hired prior to May 1, 2011, (including fully vested former Participants who Terminated Employment before May 1, 2011, and are rehired at a later time):
 - (i) 2% of Final Average Monthly Base Earnings, *multiplied by*
 - (ii) the Participant's number of whole and partial Years of Service.
- (b) For Employees (other than Superior Court Judges, State Court Judges and District Attorneys for the Macon Judicial District) hired or non-vested former Participants rehired on and after May 1, 2011:
 - (i) 1.5% of Final Average Monthly Base Earnings, *multiplied by*
 - (ii) the Participant's number of whole and partial Years of Service.
- (c) For Superior Court Judges, the greater of two-thirds of the amount paid as a local supplement to active Superior Court Judges by Macon-Bibb County for the life of such Superior Court Judge, or a base benefit amount of \$ 2,738.47 per month, as of December 1, 2025, which base benefit shall then be adjusted by the amount of all cost of living adjustments given thereafter under Section 5.04 of this Plan, as amended from time to time, and without regard to the date on which such Superior Court Judge retired, provided that the amount of this benefit shall not be reduced for any Participant or Beneficiary during their lives.
- (d) For State Court Judges, two-thirds of the amount paid to active State Court Judges by Macon-Bibb County in excess of the pensionable salary used by the Georgia Judicial Retirement System for retirement benefits under that retirement system, for the life of such State Court Judge, provided that the amount of this benefit shall not be reduced for any Participant or Beneficiary during their lives.
- (e) For District Attorneys for the Macon Judicial District, two-thirds of the amount paid by Macon-Bibb County as a supplement to the salary paid by the State of Georgia, provided that the amount of this benefit shall not be reduced for any for any Participant or Beneficiary during their lives.

Refer to Section 5.04 below for information on a cost of living adjustment that may increase the amount provided under the formula above, and to the definition of Service and Years of Service in Article 2 for the way in which Service, including partial years, is calculated. Benefits payable under paragraphs (d), and (e) of this Section may increase over time under the terms provided herein, but shall not otherwise be eligible for cost of living adjustments

provided under Section 5.04 of this Plan unless the Macon-Bibb County Commission expressly approves including those benefits in a particular adjustment that is given.

ARTICLE 9
DEATH BENEFITS

9.01 Pre-retirement Death Benefit.

- (a) Eligibility. If a Participant's employment is terminated by reason of death prior to his or her Annuity Starting Date, and the Participant has at least ten (10) Years of Service, the Participant's Beneficiary shall be entitled to death benefit as described in paragraph (b) below for life, or until remarriage if the Spouse is the Beneficiary.
- (b) Death Benefit. Effective January 16, 1990; the Participant's Beneficiary may elect to receive one of the following:
 - (i) a monthly payment from the Plan equal to fifty percent (50%) of the Normal Retirement Pension that the Participant would have received at his Normal Retirement Date had he lived to that date, commencing as of the Participant's Normal Retirement Date (if he had lived), or
 - (ii) a monthly payment from the Plan equal to fifty percent (50%) of the Normal Retirement Pension that the Participant would have received at his Normal Retirement Date had he lived to that date, commencing as of the first day of the month following his death, but effective November 5, 1999, reduced by two percent (2%) per year for each year the benefit commences prior to the Participant's Normal Retirement Date (if he had lived) (reduced by one half of one percent (1/2%) effective prior to November 5, 1999).
- (c) Commencement of Benefit. The benefit described in (b)(i) and (b)(ii) above shall continue for the lifetime of the Beneficiary or if the Beneficiary is the Participant's Spouse until the month in which the Spouse remarries, if earlier.
- (d) Non-Spouse Beneficiary. Effective for Eligible Employees hired on and after January 1, 2004, the Participant's Beneficiary shall be the Participant's Spouse, unless such Spouse has explicitly waived all rights under the Plan in a written instrument. If the Spouse effectively waives benefits under the Plan, or the Participant has no Spouse on his date of death, the Participant's children (by birth or adoption) under the age of eighteen will receive any benefits due in equal shares until the child reaches the age of eighteen (18) (age twenty-two (22) if the child is student enrolled full time in an accredited post secondary institution of higher learning). If the Participant is not married and has no children under the age of eighteen (18) (age twenty-two (22) if the child is student enrolled full time in an accredited post secondary institution of higher learning) no death benefit shall be paid.

For purposes of (ii) above, a child is a full-time student if he is enrolled as a full-time student at an educational institution during any five months of a calendar year. This enrollment status shall be redetermined each calendar year.

Only enrollment in a school that has a regular teaching staff and course of study and is a junior or senior high school, college, university, technical or mechanical school shall satisfy the requirements above. Enrollment in a night school that satisfies the requirement in the preceding sentence and in which the child is enrolled for the number of hours or classes equivalent to full-time attendance at a similar day school also shall

satisfy this requirement. On-the-job training courses, correspondence schools or other home education do not satisfy this requirement.

The Pension Trustee Board shall determine whether a particular child is a full-time student, and its decision thereon shall be final.

(e) Death Benefit for Former Employees.

- (i) There is established under the Plan a one-time lump sum death benefit, in the amount of fifty thousand dollars (\$50,000.00), payable in the limited circumstance that each of the following requirements are met:
 - (A) A Participant was actively employed as an Eligible Employee with the Employer on or after January 1, 2026; and
 - (B) Such Participant was either first hired or most recently rehired with the Employer on or before January 16, 1996, and has completed at least five (5) Years of Service, or such Participant has otherwise completed at least ten (10) Years of Service; and
 - (C) Such Participant's Employment with the Employer terminated on or after January 1, 2026, for any reason other than death or Disability; and
 - (D) Such Participant thereafter died prior to receiving any benefit payments under this Plan; and
 - (E) Such Participant's Beneficiaries are not otherwise entitled to any benefits under the Plan as a result of such Participant's death; and
 - (F) Such Participant's Accrued Benefit is not subject to forfeiture under the terms of the Plan or any controlling law.
- (ii) The lump sum benefit payable under this paragraph shall be payable to the Participant's Surviving Spouse, if there is one.
- (iii) If the Participant has no Surviving Spouse, or such Spouse has explicitly waived all rights under the Plan in a written instrument, then the lump sum benefit payable under this paragraph shall be divided equally among the Participant's surviving children (by birth or adoption), regardless of their ages.
- (iv) If the Participant has no Surviving Spouse or surviving children, or if all such persons have explicitly waived all rights under the Plan in a written instrument, then the lump sum benefit payable under this paragraph shall be paid to a beneficiary named by the Participant in writing and filed with the Macon-Bibb County Human Resources Department or its successor department prior to the Participant's death.
- (v) If no person is otherwise designated or eligible to receive the lump sum benefit payable under this paragraph, but such benefit is nonetheless payable, then the benefit shall be paid to the Participant's estate.
- (vi) Any portion of this benefit that is not claimed under this Paragraph by any eligible beneficiary within four (4) years of the Participant's death shall be forfeited, provided that if any beneficiary entitled to receive a portion of this lump sum benefit is the Participant's child and is under the age of twenty-one (21) years at the time of the

Participant's death then such child shall be eligible to claim their portion of this benefit at any time prior to the date that such child turns twenty-five (25) years old.

**Charter Appendix II. MACON-BIBB COUNTY PENSIONS AND RETIREMENT
SYSTEM, DIVISION A**

ARTICLE VII. OTHER BENEFITS

Sec. 7.2.1. Post-employment death benefit.

(a) There is established under the Plan a one-time lump sum death benefit, in the amount of fifty thousand dollars (\$50,000.00), payable in the limited circumstance that each of the following requirements are met:

- (1) A former Employee was actively employed as an Employee with the Employer on or after January 1, 2026; and
- (2) Such former Employee's Employment with the Employer terminated on or after January 1, 2026, for any reason other than death or disability; and
- (3) Such former Employee thereafter died prior to receiving any benefit payments under this Plan; and
- (4) Such former Employee's beneficiaries are not otherwise entitled to any benefits under the Plan as a result of the former Employee's death; and
- (5) Such former Employee's Accrued Benefit is not subject to forfeiture under the terms of the Plan or any controlling law.

(b) _____

- (1) The lump sum benefit payable under this paragraph shall be payable to the former Employee's beneficiary or beneficiaries in the same manner as provided for the payment of post-retirement death benefits in Sec. 7.3, below, except that any Employee or living former Employee may designate, change, or revoke the designation of any one or more persons as their beneficiary or beneficiaries for this lump sum benefit in writing in the same manner as for post-retirement death benefits at any time.
- (2) Any portion of this benefit that is not claimed under this Paragraph by an eligible beneficiary within four (4) years of the former Employee's death shall be forfeited, provided that if any beneficiary entitled to receive a portion of this lump sum benefit is the former Employee's child and is under the age of twenty-one (21) years at the time of the former Employee's death, then such child shall be eligible to claim their portion of this benefit at any time prior to the date that such child turns twenty-five (25) years old.

Sec. 7.3. Post-retirement death benefit.

If an optional benefit under Article VI is in effect at the time of the employee's retirement or death, and the employee has received at least one benefit payment, any death benefit payable will be in accordance with the option elected.

If a retired employee has received at least one benefit payment ~~is receiving a pension~~ under Article V and no option was elected, and if his or her death occurs before he or she has received payments for 60 months, the employee's beneficiary shall be entitled to a monthly pension for

the remainder of the 60 month period, that is, until such time as 60 monthly payments have been made to the employee and his or her beneficiary. The monthly amount payable to the beneficiary shall be equal to the monthly amount of pension which the employee was receiving prior to his or her death.

Every employee shall designate the beneficiary who shall receive the benefit, if any, which is payable upon his or her death under this Section 7.3. An employee may change or revoke his or her designation of beneficiary at any time and from time to time. The designation of a beneficiary, and any change or revocation thereof, shall be made in writing on forms approved by the committee. An employee may also designate a contingent beneficiary to receive benefits under this section in the event the primary beneficiary's death occurs before all payments under this Section 7.3 have been made. If an employee fails to designate a beneficiary, or if no designated beneficiary survives the employee, or if all designated beneficiaries die before all payments required by this Section 7.3 have been made, the remaining payments shall be paid in accordance with the following order of precedence:

- (a) to the employee's surviving spouse; or, if there be none surviving,
- (b) to the employee's surviving children (in equal shares); or, if there be none surviving,
- (c) to the employee's surviving parents (in equal shares); or, if there be none surviving,
- (d) to the employee's estate.

CHARTER APPENDIX III. MACON FIRE AND POLICE EMPLOYEES RETIREMENT SYSTEM

ARTICLE IV-A. OPTIONAL RETIREMENT BENEFITS

(1) - Joint and survivor option.

By filing an application with the Board, any Employee may designate his or her Spouse (or any dependent approved by the Board) as his or her contingent pensioner and elect to receive a pension payable in accordance with one of the following options, in lieu of the pension to which he or she may otherwise become entitled upon Retirement.

- (a) *Option 1:* The employee shall receive an Actuarial Equivalent pension payable for life, and payments in the amount of 66 2/3% of such actuarial equivalent pension shall, after the employee's death, be continued to the contingent pensioner during the latter's lifetime.
- (b) *Option 2:* The Employee shall receive an Actuarial Equivalent pension payable for life, and payments in the amount of 100% of such Actuarial Equivalent pension shall, after the Employee's death, be continued to the contingent pensioner during the latter's lifetime.
- (c) *Option 3:* The Employee may elect to receive an Actuarial Equivalent pension, payable for life with 120 monthly payments guaranteed. In the event the Employee should die before having received 120 monthly payments, the remaining payments will be made to his or her contingent pensioner.

(2) - Aggregate payments.

The aggregate of the pension payments expected to be paid to an Employee and his or her contingent pensioner under any of the above options shall be the Actuarial Equivalent of the pension which the Employee is otherwise entitled to receive upon Retirement.

(3) - Election of options.

An Employee may elect or revoke an option prior to Retirement by filing such election or revocation in writing with the Board prior to Retirement. Under no circumstances may an option be changed or revoked after the Employee's Retirement.

(4) - Death before Retirement.

An election made pursuant to this section shall become inoperative in the event that:

- (a) the Employee's death occurs prior to actual retirement; or
- (b) the death of the contingent pensioner occurs before the Employee's actual Retirement.
- (c) If an Employee dies after becoming eligible to Retire but before applying for Retirement, and such member is survived by a Spouse, the Surviving Spouse shall be entitled to receive a benefit as if the member had elected to receive one hundred percent (100%) of the member's benefits as provided in Art. IV-A (1)(b) Option 2, such benefits to commence on the Benefit Payment Date next following the date of the Employee's death, and subsequent payments shall be made on the Benefit Payment Date of each calendar month thereafter during the lifetime of the Surviving Spouse.

(4.1) - Post-employment death benefit.

(a) There is established under this System a one-time lump sum death benefit, in the amount of fifty thousand dollars (\$50,000.00), payable in the limited circumstance that each of the requirements provided under either subparagraph (I) or subparagraph (II) of this section are met:

(I)

(A) A former Employee accrued a minimum of one day of Service time on or after January 1, 2026; and

(B) Such former Employee's employment as a member of this System terminated on or after January 1, 2026, for any reason other than death, or disability; and

(C) Such former Employee thereafter died prior to receiving any benefit payments under this System; and

(D) Such former Employee's beneficiaries are not otherwise entitled to any benefits under the System as a result of the former Employee's death; and

(E) Such former Employee's Accrued Benefit is not subject to forfeiture under the terms of the System or any controlling law; or

(II)

(A) An Employee accrued a minimum of one day of Service time on or after January 1, 2026; and

(B) Such Employee dies while still employed under this System, from causes not attributed to his or her active duties, and prior to receiving any benefit payments under this System, but is not otherwise eligible for any death benefits under Article V(1)(b) of this System; and

(C) Such Employee's beneficiaries are not otherwise entitled to any benefits under the System as a result of the Employee's death; and

(D) Such Employee's Accrued Benefit is not subject to forfeiture under the terms of the System or any controlling law.

(b) The lump sum benefit payable under this paragraph shall be payable to the former Employee's Surviving Spouse, if there is one.

(c) If the former Employee has no Surviving Spouse, or such Spouse has explicitly waived all rights under the System in a written instrument, then the lump sum benefit payable under this paragraph shall be divided equally among the former Employee's surviving children (by birth or adoption), regardless of their ages.

(d) If the former Employee has no Surviving Spouse or surviving children, or if all such persons have explicitly waived all rights under the System in a written instrument, then the lump sum benefit payable under this paragraph shall be paid to a beneficiary named by the former Employee in writing and filed with the Macon-Bibb County Human Resources Department or its successor department prior to the former Employee's death.

(e) If no person is otherwise designated or eligible to receive the lump sum benefit payable under this paragraph, but such benefit is nonetheless payable, then the benefit shall be paid to the former Employee's estate.

(f) Any portion of this benefit that is not claimed under this Paragraph by any eligible beneficiary within four (4) years of the former Employee's death shall be forfeited, provided that if any beneficiary entitled to receive a portion of this lump sum benefit is the former Employee's child and is under the age of twenty-one (21) years at the time of the former Employee's death then such child shall be eligible to claim their portion of this benefit at any time prior to the date that such child turns twenty-five (25) years old.

(5) - Direct rollovers.

Notwithstanding any provision of this System to the contrary that would otherwise limit a distributee's election under this Article IV, a distributee may elect, at the time and in the manner prescribed by the Board, to have any portion of an eligible rollover distribution paid directly to an eligible Retirement plan specified by the distributee in a direct rollover.

For purposes of this section the following definitions shall apply:

- (a) *'Eligible rollover distribution'* shall mean any distribution of all or any portion of the balance to the credit of the distributee, including any portion of the distribution that is not includable in gross income to the extent permitted by the Internal Revenue Code, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period often (10) years or more; and any distribution to the extent such distribution is required under section 401(a)(9) of the Internal Revenue Code.
- (b) *'Eligible retirement plan'* shall mean an individual retirement account described in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Internal Revenue Code, an annuity plan described in section 403(a) of the Internal Revenue Code, a qualified trust described in section 401(a) of the Internal Revenue Code, or an individual retirement plan described in Internal Revenue Code Section 408A (Roth IRA), that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the Surviving Spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity. For these purposes, an eligible retirement plan shall also mean an annuity contract described in section 403(b) of the Internal Revenue Code and an eligible plan under section 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this System. The definition of eligible retirement plan shall also apply in the case of a distribution to a Surviving Spouse.
- (c) *'Distributee'* shall include an Employee or former Employee. In addition, the Employee's or former Employee's Surviving Spouse is a distributee with regard to the interest of the Spouse. For distributions after December 31, 2009, a non-Spouse Beneficiary who is a "Designated Beneficiary" under section 401(a)(9)(E) of the

Internal Revenue Code and the regulations thereunder, may by a direct trustee-to-trustee transfer ("direct rollover"), roll over all or any portion of his or her distribution to an individual retirement account (IRA) the Beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an "eligible rollover distribution" under section 401(a)(31) of the Internal Revenue Code. Although a non Spouse Beneficiary may roll over directly a distribution, the distribution is not subject to the direct rollover requirements of section 401(a)(31) of the Internal Revenue Code, the notice requirements of section 402(f) of the Internal Revenue Code or the mandatory withholding requirements of section 3405(c) of the Internal Revenue Code. If a non-Spouse Beneficiary receives a distribution from the System, the distribution is not eligible for a 60-day (non- direct) rollover. If the Employee's named Beneficiary is a trust, the System may make a direct rollover to an IRA on behalf of the trust, provided the trust satisfies the requirements to be a "Designated Beneficiary within the meaning of section 401(a)(9)(E) of the Internal Revenue Code.

- (d) *'Direct rollover'* shall mean a payment by the System to the eligible retirement plan specified by the distributee.



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 PROVIDE A ONE-TIME COST OF LIVING ADJUSTMENT OF THREE PERCENT OF CURRENT BENEFITS, EFFECTIVE JANUARY 1, 2026, FOR ALL RETIREES AND BENEFICIARIES OF THE MACON-BIBB COUNTY PENSION PLAN; THE MACON-BIBB COUNTY PENSIONS AND RETIREMENT SYSTEM, DIVISION A; AND THE MACON FIRE AND POLICE EMPLOYEES RETIREMENT SYSTEM WHO WOULD OTHERWISE BE ENTITLED TO A BENEFITS ADJUSTMENT OF ONE AND ONE-HALF PERCENT ON THAT DATE, AND IN LIEU THEREOF; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, many retirees and beneficiaries (“Members”) of the Macon-Bibb County Pension Plan (“County Plan”); the Macon-Bibb County Pensions and Retirement System, Division A (“Division A Plan”); and the Macon Fire and Police Employees Retirement System (“Fire and Police Plan,” or, collectively, “Plans”) rely entirely on their Plan benefits as their sole source of income in retirement; and

WHEREAS, the United States has undergone a significant period of economic inflation over the past few years; and

WHEREAS, the Section 5.04 of the County Plan, Section 7.4 of the Division A Plan, and Article IV(6) of the Fire and Police Plan all currently account for regular inflation by providing an annual cost of living adjustment (“COLA”) of 1.5% of each Member’s benefit amount on January 1st of each year, unless disapproved by the Macon-Bibb County Commission “based on the financial soundness of the plan”; and

WHEREAS, an actuarial study of the impact of this proposal, attached hereto at Exhibit A, in incorporated herein by reference, showed that the total cost to implement this proposal would be \$12,796,000.00, which would be amortized over ten years for the Division A Plan and Fire and Police Plan, and over twenty years for the County Plan, at the following annual rates:

Plan	Amortized Liability Increase for 3% COLA	
Division A	\$	163,600.00
Fire and Police	\$	385,800.00
County	\$	356,100.00
TOTAL ANNUAL INCREASE	\$	905,500.00

; and

WHEREAS, in lieu of the standard annual 1.5% COLA, the Macon-Bibb County Commission desires to grant Members of all Plans a 3% COLA effective January 1, 2026; and

WHEREAS, the Macon-Bibb County Commission finds that the financial soundness of the Plans allow for this disapproval and deviation from the ordinary COLA schedule; 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 disapprove the 1.5% annual COLA as provided for in each Plan document, as detailed above, based on the financial soundness of each Plan, and in lieu thereof, approves a one-time 3.0% annual COLA to be applied for the January 1, 2026, benefit payment date, in the same time and manner and to all persons that the 1.5% COLA would have applied to, in all three Plans, but for this disapproval. This one-time 3.0% annual COLA shall substitute for and in all ways function identically to the normal 1.5% annual COLA excepting only the variation in the percentage amount of the adjustment, and all funds for this COLA shall be paid from the same funding sources as all retirement benefits are paid under each Plan.

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 chair and officers of the Macon Fire and Police Employees Retirement System, 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 Authorizing A 3% COLA For All Three Pension Plans 11-25-25.Docx

EXHIBIT A

Macon-Bibb County Employee
Pension Plan
Proposed Benefit Plan

October 2025

Summary of Study

- Study A: One-time 3% COLA for all participants

In Pay as of 7/1/2025

- 3% COLA is in lieu of annual 1.5% COLA
- COLA increase on 1/1/2026

- Study B: One-time 5% COLA for all participants

In Pay as of 7/1/2025

- 5% COLA is in lieu of annual 1.5% COLA
- COLA increase on 1/1/2026

Study A: One-time 3% COLA January 1, 2026

1.	Estimated Increase in Actuarial Accrued Liability as of 7/1/2025	\$2,472,500
2.	Estimated Amortization of Plan Changes as a Level Percentage of Future Compensation	356,100
3.	Estimated increase in Normal Cost due to Plan Change for 2025/2026	0
4.	Estimated increase in Administrative Fees	0

Study B: One-time 5% COLA January 1, 2026

1.	Estimated Increase in Actuarial Accrued Liability as of 7/1/2025	\$5,769,200
2.	Estimated Amortization of Plan Changes as a Level Percentage of Future Compensation	830,900
3.	Estimated increase in Normal Cost due to Plan Change for 2025/2026	0
4.	Estimated increase in Administrative Fees	0

Notes

- The results shown above are based on the data provided by Macon-Bibb (Fire & Police) for the 7/1/2025 funding valuation.
- If the proposed amendment is adopted prior to the year end, the full increase in the actuarial accrued liability will be recognized in the 2025 GASB 68 annual pension expense.

Actuarial Assumptions

Annual Investment Return	7.25%
Future Salary Increases	3.00% per year
Mortality	Pub-2010 GE (50%) & PS (50%) Amount Weighted Mortality Table using Scale AA
Termination	Sarason T11 Table
Retirement Rates	<u>General Employees</u> Ages 50 to 61 = 20% Ages 62 to 69 = 30% Ages 70 + = 100% <u>Law Enforcement Employees</u> Ages 50 to 55 = 15% Ages 56 to 63 = 20% Age 64 = 30% Ages 65 + = 100%

Actuarial Assumptions

Actuarial Cost Method	Entry Age Normal
COLA	1.5% per year
Contributions	None

Provisions

1.	Eligibility for study	Active participants
2.	Service	Years and completed months of employment
3.	Normal Retirement Eligibility	* See the 2024 valuation report
4.	Early Retirement Eligibility	Hired before 1/1/2014: 50 & 20yos Hired after 1/1/2024: 55 & 20yos
5.	Vested Termination Eligibility	Hired before 1/16/1996: 100% after 5 years Hired after 1/16/1996: 100% After 10 years
6.	Accrued Benefit	Hired before 5/1/2011: 2% of final average monthly base earnings multiplied by years of service Hired after 5/1/2011: 1.5% of final average monthly base earnings multiplied by years of service

Provisions

7.	Form of Payment	Normal form of benefit is the Single Life Annuity
8.	Pre-Retirement Death	The surviving spouse is entitled to 50% of the accrued benefit the deceased employee would have received at normal retirement date had he lived to that date. If a participant works beyond normal retirement date but dies prior to actual retirement, he is assumed to have retired immediately prior to his death and his spouse is entitled to the 100% Joint & Survivor benefit

Provisions

9.	Post-Retirement Death	None
10.	Disability Death	None
11.	Deferred Vested Death	None

Certification

The actuary whose signature appears below meets the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States and is qualified to render the actuarial opinion contained herein. The actuary's relationship with the Plan and Plan Sponsor is strictly professional. There are no aspects of the relationship that may impair or appear to impair the objectivity of our work.



William G. Karbon
MAAA, FSEA, EA

October 24, 2025

Division A of the Macon-Bibb County Pension and Retirement Systems Proposed Benefit Plan

October 2025

Summary of Study

- Study A: One-time 3% COLA for all participants

In Pay as of 7/1/2025

- 3% COLA is in lieu of annual 1.5% COLA
- COLA increase on 1/1/2026

- Study B: One-time 5% COLA for all participants

In Pay as of 7/1/2025

- 5% COLA is in lieu of annual 1.5% COLA
- COLA increase on 1/1/2026

Study A: One-time 3% COLA January 1, 2026

1.	Estimated Increase in Actuarial Accrued Liability as of 7/1/2025	\$1,136,100
2.	Estimated Amortization of Plan Changes as a Level Percentage of Future Compensation	163,600
3.	Estimated increase in Normal Cost due to Plan Change for 2025/2026	0
4.	Estimated increase in Administrative Fees	0

Study B: One-time 5% COLA January 1, 2026

1.	Estimated Increase in Actuarial Accrued Liability as of 7/1/2025	\$2,650,800
2.	Estimated Amortization of Plan Changes as a Level Percentage of Future Compensation	381,800
3.	Estimated increase in Normal Cost due to Plan Change for 2025/2026	0
4.	Estimated increase in Administrative Fees	0

Notes

- The results shown above are based on the data provided by Macon-Bibb (Division A) for the 7/1/2025 funding valuation.
- If the proposed amendment is adopted prior to the year end, the full increase in the actuarial accrued liability will be recognized in the 2025 GASB 68 annual pension expense.

Actuarial Assumptions

Annual Investment Return	7.25%	
Future Salary Increases	3.00% per year	
Mortality	Pub-2010 Amount Weighted Mortality Table with General Employees using Scale AA	
Termination	Sarason T11 Table	
Retirement Rates	Ages 55 to 64 = 15% Ages 65 to 66 = 50% Ages 67 to 68 = 20% Ages 69 + = 100%	
Actuarial Cost Method	Entry age Normal	
COLA	1.5% per year	
Contributions	None	

Provisions

1.	Eligibility for study	Active participants
2.	Service	Years and completed months of employment
3.	Normal Retirement Eligibility	Attained age 60 with 5 years of service
4.	Early Retirement Eligibility	Age 55 and 5 years of service
5.	Vested Termination Eligibility	100% after 5 years
6.	Accrued Benefit	1.52% of Average Monthly Compensation up to \$1,250 multiplied by Years of Service plus 1.90% of Average Monthly Compensation in excess of \$1,250 by Years of Service

Provisions

7.	Form of Payment	Normal form of benefit is the Five-year Certain and Life annuity
8.	Pre-Retirement Death	For married participants: 50% of the Monthly Accrued Benefit payable immediately for the life of the spouse. For all other participants who are eligible for early or normal retirement: Monthly Accrued Benefit reduced for early retirement payable immediately for five years

Provisions

9.	Post-Retirement Death	None
10.	Disability Death	None
11.	Deferred Vested Death	None

Certification

The actuary whose signature appears below meets the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States and is qualified to render the actuarial opinion contained herein. The actuary's relationship with the Plan and Plan Sponsor is strictly professional. There are no aspects of the relationship that may impair or appear to impair the objectivity of our work.



William G. Karbon
MAAA, FSEA, EA

October 24, 2025

Macon-Bibb County Fire and Police Employees' Retirement System Proposed Benefit Plan

October 2025

Summary of Study

- Study A: One-time 3% COLA for all participants

In Pay as of 7/1/2025

- 3% COLA is in lieu of annual 1.5% COLA
- COLA increase on 1/1/2026

- Study B: One-time 5% COLA for all participants

In Pay as of 7/1/2025

- 5% COLA is in lieu of annual 1.5% COLA
- COLA increase on 1/1/2026

Study A: One-time 3% COLA January 1, 2026

1.	Estimated Increase in Actuarial Accrued Liability as of 7/1/2025	\$2,678,400
2.	Estimated Amortization of Plan Changes as a Level Percentage of Future Compensation	385,800
3.	Estimated increase in Normal Cost due to Plan Change for 2025/2026	0
4.	Estimated increase in Administrative Fees	0

Study B: One-time 5% COLA January 1, 2026

1.	Estimated Increase in Actuarial Accrued Liability as of 7/1/2025	\$6,249,600
2.	Estimated Amortization of Plan Changes as a Level Percentage of Future Compensation	900,100
3.	Estimated increase in Normal Cost due to Plan Change for 2025/2026	0
4.	Estimated increase in Administrative Fees	0

Notes

- The results shown above are based on the data provided by Macon-Bibb (Fire & Police) for the 7/1/2025 funding valuation.
- If the proposed amendment is adopted prior to the year end, the full increase in the actuarial accrued liability will be recognized in the 2025 GASB 68 annual pension expense.

Actuarial Assumptions

Annual Investment Return	7.25%
Future Salary Increases	5.50% per year
Mortality	Pub-2010 Amount Weighted Mortality Table with Public Safety using Scale AA
Termination	*
Retirement Rates	Ages 50 to 62 = 20% Ages 63 + = 100%
Actuarial Cost Method	Entry age Normal
COLA	1.50% per year
Contributions	None

* For more detailed assumptions, see the 2024 valuation report.

Provisions

1.	Eligibility for study	Current In Pay Participants as of 7/1/2025
2.	Service	Years and completed months of employment
3.	Normal Retirement Eligibility	Attained age 50 with 25 years of service
4.	Early Retirement Eligibility	Any age with twenty-five (25) years of service
5.	Vested Termination Eligibility	*
6.	Accrued Benefit	(1) Plus (2) but not less than \$500 per month (1) 50% multiplied by Average Compensation (2) 2% multiplied by Average Compensation by Years of Service over 25
7.	Form of Payment	Normal form of benefit is a single life annuity with a free 50% survivor benefit for a surviving spouse.

* For more detailed assumptions, see the 2024 valuation report.

Certification

The actuary whose signature appears below meets the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States and is qualified to render the actuarial opinion contained herein. The actuary's relationship with the Plan and Plan Sponsor is strictly professional. There are no aspects of the relationship that may impair or appear to impair the objectivity of our work.



William G. Karbon
MAAA, FSEA, EA

October 24, 2025



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 \$500,000.00, FOR COUNTY-WIDE TELEPHONE EXPENSES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 17, 2025, the Macon-Bibb County Commission adopted ordinance O-25-0022, establishing the FY26 budget, said ordinance to become effective on July 1, 2025; 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 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, in the amount of \$500,000.00, to the line item specified and for the purposes described in Exhibit A, attached hereto and incorporated herein by reference.

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 Supplemental \$500,000 To IT For Phone Expenses 11-21-2025.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 |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE PURCHASE AGREEMENT WITH NORTH AMERICA FIRE EQUIPMENT COMPANY, INC. (“NAFECO”), IN THE AMOUNT OF \$208,530.00, FOR THE PURCHASE OF V-FORCE FIRE PROTECTIVE GEAR, TO BE PAID FROM SPLOST 2018 FUND, PUBLIC SAFETY, FIRE UPGRADE, PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Fire Department requires the purchase of new fire protective gear, to include sixty-three (63) Lion V-Force Khaki Armor AP coats and sixty-three (63) Lion V-Force Khaki Armor AP pants and suspenders; and

WHEREAS, North America Fire Equipment Company, Inc. (“NAFECO”) has the required fire gear; and

WHEREAS, NAFECO is part of a national cooperative agreement with the General Services Administration Federal Acquisition Service under contract number GS-07F-0304W, which provides for competitive pricing for government organizations; and

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

WHEREAS, purchasing from NAFECO through the General Services Administration contract provides Macon-Bibb County with discounted pricing and reduced processing time on purchased items; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission authorizes the Mayor to execute an agreement with or issue a purchase order to North America Fire Equipment Company, Inc., in the amount of \$208,530.00 for the purchase of sixty-three (63) Lion V-Force Khaki Armor AP Pants and sixty-three (63) Lion V-Force Khaki Armor AP Coats, to be paid from the 2018 SPLOST Fund, Public Safety, Fire Upgrade, Property line item.

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

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

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

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

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

Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with NAFECO for Fire Uniforms \$208,530.00 11-24-25.docx



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AND MAINTENANCE AGREEMENT WITH FEDERAL SIGNAL CORPORATION FOR THE PURCHASE, INSTALLATION, AND MAINTENANCE OF AN EMERGENCY ALERT SIREN SYSTEM, IN THE AMOUNT OF \$2,782,934.67, PAYABLE FROM THE 2025 SPLOST FUNDS – PUBLIC SAFETY – OTHER LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, as a public safety entity, the Macon-Bibb County Emergency Management Agency (“EMA”) is tasked with preparing for and responding to a wide variety of emergency circumstances, the most common of which being inclement and severe weather; and

WHEREAS, the existing weather siren system predates consolidation and is in need of significant upgrades and renovations; and

WHEREAS, to ensure that residents and visitors in Macon-Bibb County are alerted to severe weather in time to take shelter, regardless of circumstances, the Macon-Bibb County Commission desires that the necessary upgrades and renovations be made; and

WHEREAS, Request for Proposals (“RFP”) 25-036-LH was published on April 1, 2025, soliciting proposals for the purchase, installation, and maintenance of a new weather siren system; and

WHEREAS, RFP 25-036-LH was published on Macon-Bibb County’s Procurement Department website and posted to the Georgia Procurement Registry, where prospective vendors were notified of the opportunity to submit proposals; and

WHEREAS, on the published due date of May 29, 2025, three (3) responses were received in Procurement and tabulated for responsiveness; and

WHEREAS, of the responses received, Federal Signal Corporation, a Delaware Corporation, was the only responsive and responsible submission, and is recommended for award by the user department; and

WHEREAS, the proposal submitted by Federal Signal Corporation includes the purchase and installation of siren systems at the eighty-three (83) existing siren sites and five (5) years of annual maintenance services; and

WHEREAS, Procurement concurs with this award; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission authorizes the Mayor to enter into an Agreement with Federal Signal Corporation for the purchase, installation, and maintenance of a new weather siren system, in the amount of TWO MILLION, SEVEN HUNDRED EIGHTY-TWO THOUSAND, NINE HUNDRED THIRTY-FOUR DOLLARS AND SIXTY-SEVEN CENTS (\$2,782,934.67), with such agreement to be in a form to be approved of by the County Attorney, and with associated costs to be paid from the 2025 SPLOST funds – Public Safety – Other line item.

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

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

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

*J:\RES MACON-BIBB\2025 Miller Authorizing Weather Siren Contract with Federal Signal - \$2,782,934.67 - EMA
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