Macon-Bibb County Commission
Special Called Pre-Commission Meeting

March 18, 2026 | 4:00 PM
City Hall
700 Poplar Street
Macon, GA 31201

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

1. **Call to Order**
   Mayor Lester M. Miller

2. **Approval of Minutes**
   a. Approval of minutes from the February 17, 2026 Pre-Commission meeting (Sponsored by:)

3. **New Alcohol Beverage License**
   a. Broadway Mini Mart located at 4205 Broadway, Macon, GA 31206
   After review, legal recommends denial. Code Enforcement performed three separate inspections of the facility and found it to be a vice mart, not having sufficient fresh food to be qualified as a food mart, at two of the three inspections.
   (Sponsored by: Lester M. Miller, Mayor)
   b. Shuster's Candy and Creamery is located at 616 Poplar Street, Macon, GA 31201
   Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)
   c. Family Corner located at 4933 Sardis Church Road, Macon, GA 31216
   Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)
   d. Theatre Macon located at 442 Cherry Street, Macon, GA 31201
   Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)
   e. BP Food Mart located at 5594 Houston Road, Macon, GA 31216
   Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)

f. Gangnam Grill located at 575 Mulberry Street Lane, Macon, GA
Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)

g. Houston Food Mart located at 5642 Houston Road, Macon, GA 31216
Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)

h. Shurling Pit Stop located at 1904 Shurling Drive, Macon, GA 31211
Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)

i. BP Mart located at 3843 Bloomfield Road, Macon, Ga 31206
Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)

j. Walthall located at 3720 Riverside Drive, Macon, Ga 31210
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

k. JReids located at 317 Cotton Avenue, Suite A, Macon, GA 31201
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

l. Pio Nono Food and Fuel LLC d.b.a. Marathon located at 3701 Pio Nono Avenue, Macon, Ga 31206
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

4. Agreements, Contracts and Purchase Orders

a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Cana Communications, In The Amount Of $105,720.00, To Upgrade The Security Systems At The Thomas Jackson Juvenile Justice Center, To Be Paid From The SPLOST 2018 Fund – Judicial – Courthouse – Property Line Item (Sponsored by: Lester M. Miller, Mayor)

b. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Professional Paving Services, LLC For Asphalt Paving & Resurfacing Services, In The Amount Of $1,231,636.36, To Be Paid From The 2025 SPLOST Fund - Roads – Property Line Item (Sponsored by: Lester M. Miller, Mayor)

c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With MECO Of Atlanta, Incorporated, For The Purchase Of Fuel Handling And Management Equipment For The Macon-Bibb County Fueling Station, In The Amount Of $112,418.80, To Be Paid From The Vehicle Maintenance Budget – Vehicle & Equipment Maintenance, Machinery & Equipment Line Item; (Sponsored by: Lester M. Miller, Mayor)

d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Facilities Use Agreement With The American Red Cross To Provide For Usage Of Certain Recreation Facilities As Shelters During A Disaster; (Sponsored by: Lester M. Miller, Mayor)

e. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With NFP Corporate Services (SE), Inc., In An Annual Amount Of $216,000.00 Plus $7.50 Per 1095-C Processed, To Provide Employee Benefits Insurance Brokerage And Consulting And ACA Management Services, To Be Paid From The Group Insurance Fund – Self Funded – Insurance-Professional Services Line Item; (Sponsored by: Lester M. Miller, Mayor)

f. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Williams Communications, Inc., For Technical Support, Maintenance, And Security Update Management Of Radio Equipment In The Amount Of $221,764.89, To Be Paid From The I.T. Budget – Communications – Repairs & Maintenance – Software License & Maintenance Line Item (Sponsored by: Lester M. Miller, Mayor)

g. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute Independent Contractor Agreements With Eds Holdco, LLC And Acuity International, LLC, For As-Needed Emergency Shelter Operations Services, To Be Paid On A Unit-Cost Basis From The Emergency Management Budget – Contractual Services Line Item (Sponsored by: Lester M. Miller, Mayor)

h. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Lease Agreement With The Macon Transit Authority For The Lease Of 17,107 Square Feet Of Office Space In The Terminal Station At An Annual Rate Of $219,311.76, To Be Paid From The Information Technology, Rentals – Land & Building Line Item; (Sponsored by: Lester M. Miller, Mayor)

i. A Resolution Of The Macon-Bibb County Commission Designating And Approving A Public Roadway At Or Near Interstate 16 And Joe Tamplin Boulevard; Approving A Roadway Plan For Purposes Of Future Property Acquisition; Authorizing Coordination With The Macon-Bibb County Industrial Authority; (Sponsored by: Lester M. Miller, Mayor)

j. A Resolution Of The Macon-Bibb County Commission Agreeing To Participate In The National “Six Remnant Defendants” Opioid Settlement (Sponsored by: Lester M. Miller, Mayor)

5. 2018 And 2025 SPLOST

a. An Ordinance Of The Macon-Bibb County Commission To Authorize Transfers And Appropriations From 2018 SPLOST Revenues And The Interest Earned Thereon As Provided For Herein; (Sponsored by: Lester M. Miller, Mayor)

b. An Ordinance Of The Macon-Bibb County Commission To Authorize Appropriations, In The Amount Of $31,500,000.00, From 2025 SPLOST Funds To The Jail Expansion And Upgrade Project, The Arena Project, Public Safety Projects, Cultural And Recreation Projects, I.T. Projects, And Debt Service (Sponsored by:)

6. Appropriations and Transfers

a. An Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation From General Fund – Fund Balance, In The Amount Of $35,000.00, To The Board Of Commissioners – Repairs & Maintenance Software Line Item For The Purchase Of DocAccess Software; (Sponsored by: Lester M. Miller, Mayor)

b. A Resolution Of The Macon-Bibb County Commission Authorizing A Not To Exceed Price Of $14,000,000.00 For The Completion Of Renovations To The Bibb County Courthouse, To Be Paid From The 2018 SPLOST Fund – Judicial - Courthouse – Property Line Item And Declaring The Courthouse Project To Be

Substantially Complete For Purposes Of Allocating 2018 SPLOST Funds (Sponsored by: Lester M. Miller, Mayor)

7. Grants

a. An Ordinance Of The Macon-Bibb County Commission Authorizing The Acceptance Of LMIG 2026 Funds In The Amount Of $2,697,459.99 And Appropriating Funds For The Required 30% Local Match, In The Amount Of $809,237.97, To Be Paid From The 2018 SPLOST – LMIG Line Item (Sponsored by: Lester M. Miller, Mayor)

b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Big Brothers Big Sisters Of The Heart Of Ga, Inc. Granting A Community Development Block Grant, In The Amount Of $36,750.00, To Provide Mentoring Services To At-Risk Youth; (Sponsored by: Lester M. Miller, Mayor)

c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Crisis Line & Safe House Of Central Georgia, Inc. Granting A Community Development Block Grant, In The Amount Of $50,624.00, To Provide Shelter Services To Individuals And Families Involved In Domestic Violence Situations; (Sponsored by: Lester M. Miller, Mayor)

d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Family Counseling Center Of Central Georgia, Inc. Granting A Community Development Block Grant, In The Amount Of $31,121.00, To Provide Counseling And Therapeutic Programs For Low Income Families Dealing With Complex Issues; (Sponsored by: Lester M. Miller, Mayor)

e. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With United Way Of Central Georgia, Inc. Granting Community Development Block Grant Funding, In The Amount Of $30,200.00, To Provide Transportation Options For Individuals Sheltered At Brookdale Resource Center; (Sponsored by: Lester M. Miller, Mayor)

f. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Macon-Bibb County Economic Opportunity Council, Inc. Granting An Emergency Solutions Grant, In The Amount Of $39,100.00, To Help Prevent Homelessness; (Sponsored by: Lester M. Miller, Mayor)

g. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With First Choice Primary Care, Inc. Granting Community Development Block Grant Funding, In The Amount Of $66,098.00, To Provide Diagnosis And Treatment For Chronic And Acute Condition (Sponsored by: Lester M. Miller, Mayor)

h. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Homefirst Housing Resource Services, Inc. Granting A Community Development Block Grant, In The Amount Of $45,400.00, To Provide Home Ownership Counseling, Foreclosure Counseling, And Homebuyer Education (Sponsored by: Lester M. Miller, Mayor)

i. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With The Mentors Project Of Bibb County, Inc. Granting A Community Development Block Grant, In The Amount Of $15,000.00, To Provide Assistance To Students And Families In The Mentors Project To Include The Provision Of Rent, Utilities, Gas, And Food Assistance, And Other Necessities (Sponsored by: Lester M. Miller, Mayor)

j. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Family Advancement Ministries, Inc. Granting An Emergency Solutions Grant, In The Amount Of $46,750.00, To Provide Rental Assistance And Utility Assistance To Help Prevent Homelessness; (Sponsored by: Lester M. Miller, Mayor)

k. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With The Salvation Army, Inc. Granting An Emergency Solutions Grant, In The Amount Of $33,942.00, To Provide Emergency Shelter Services; (Sponsored by: Lester M. Miller, Mayor)

l. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Agreement With First Choice Primary Care, Inc. Granting Emergency Solutions Grant Funding, In The Amount Of $30,000.00, For The Provision Of Case Management Services; (Sponsored by: Lester M. Miller, Mayor)

m. An Ordinance Of The Macon-Bibb County Commission Authorizing The Mayor To Accept Federal Highway Administration FY 2023 Safe Streets And Roads For All (SS4A) Planning And Demonstration Grant Funds In The Amount Of $400,000.00 To Fund The Development Of An Updated Vision Zero Action Plan; Appropriating Up To $100,000.00 From Sponsored Programs Funds, To Be Used As The Required Local Match Funds; (Sponsored by: Lester M. Miller, Mayor)

8. Donation of a Park Bench

a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance And Installation Of A Commemorative Bench In Honor Of America's 250th Anniversary; (Sponsored by: Lester M. Miller, Mayor)

9. Code Enforcement Designated as Public Safety

a. A Resolution Of The Macon-Bibb County Commission Designating The Code Enforcement Department As A Public Safety Department Of The Macon-Bibb County Government For All Intents And Purposes; (Sponsored by: Lester M. Miller, Mayor)

10. Code of Ordinances

a. An Ordinance Of The Macon-Bibb County Commission To Amend Section 2-12 Of The Macon-Bibb County Code Of Ordinances To Designate The Macon-Bibb County Courthouse Annex At The Macon Mall And The Thomas Jackson Juvenile Justice Center As Permanent Satellite Courthouses Of The Macon-Bibb County Courthouse; (Sponsored by: Lester M. Miller, Mayor)

11. 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 Countyor any officer or employee or in which the county or any officer or employee may be directly involved as provided inO.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);

12. Tax Refund Request

a. A Resolution Of The Macon-Bibb County Commission Considering A Request For Refund Of 2023 And 2024 Ad Valorem Taxes To Flora Mae Ivey Pursuant To O.C.G.A. § 48-5-380 (Sponsored by: Lester M. Miller, Mayor)

13. Old Business

a. Final Recommendation on Committee of the Whole's Alcohol License Denial Recommendation for Lanita Hunt, Owner of 478 Lounge LLC. (Sponsored by: Lester M. Miller, Mayor)

MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
February 17, 2026 – 4:30 PM
City Hall
Commission Chamber

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on February 17, 2026 at 4:30 PM in the Commission Chamber at City Hall.

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

GUEST:
Mayor Robert A. B. Reichert

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
Edna Adams, Communication Specialist
Emily Wilson, Communication Specialist

1. Call to Order
Mayor Lester M. Miller

2. Approval of Minutes

a. Approval of minutes from the February 3, 2026 Pre-Commission meeting (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Mayor Wynn, seconded by Commissioner Stewart and carried unanimously, the minutes from the February 3, 2026 Pre-Commission meeting were approved.

3. Appointment of Chief Information Officer

a. An Ordinance of the Macon-Bibb County Commission to Authorize the Appointment of the Chief Information Officer of Macon-Bibb County (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Howell, seconded by Mayor Pro Mayor Wynn and carried unanimously, the Ordinance of the Macon-Bibb County Commission to Authorize the Appointment of the Chief Information Officer

of Macon-Bibb County was approved.

4. Agreements, Contract and Purchase Orders

a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Signature Tennis Courts Inc., In The Amount Of $102,631.00, For The Resurfacing And Repair Of Pickleball Courts At Tattnall Pickleball Center, To Be Paid From The SPLOST 2018 Fund – Recreation – JDS Tennis – Property Line Item (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner)

On motion of Commissioner Bronson, seconded by Commissioner Wilder and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Signature Tennis Courts Inc., In The Amount Of $102,631.00, For The Resurfacing And Repair Of Pickleball Courts At Tattnall Pickleball Center, To Be Paid From The SPLOST 2018 Fund – Recreation – JDS Tennis – Property Line Item was approved.

b. A Resolution Of The Macon-Bibb County Commission To Approve A Change Order, In The Amount Of $60,000.00, To The Purchase Order For A1 Monitoring LLC, To Be Paid From The Sponsored Programs – Macon Violence Prevention – Contract Labor Contractual Services Line Item (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner, Joey Hulett, Commissioner)

On motion of Commissioner Bailey, seconded by Commissioner Bryant and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Approve A Change Order, In The Amount Of $60,000.00, To The Purchase Order For A1 Monitoring LLC, To Be Paid From The Sponsored Programs – Macon Violence Prevention – Contract Labor Contractual Services Line Item was approved.

5. Appropriation

a. An Ordinance Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Amendment To The Construction Manager At-Risk Agreement With Chris R. Sheridan & Co., D/B/A Sheridan Construction, For Additional Renovations To The Macon City Auditorium In The Amount Of $2,181,395.00; To Authorize An Appropriation In The Amount Of $2,750,000.00 From 2018 SPLOST Interest To 2018 SPLOST – Auditorium – Property To Provide Funding For The Improvements Provided For Herein (Sponsored by: Lester M. Miller, Mayor, Bill Howell, Commissioner, Valerie Wynn, Mayor Pro Mayor)

On motion of Commissioner Howell, seconded by Commissioner Bronson and carried unanimously, the Ordinance Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Amendment To The Construction Manager At-Risk Agreement With Chris R. Sheridan & Co., D/B/A Sheridan Construction, For Additional Renovations To The Macon

City Auditorium In The Amount Of $2,181,395.00; To Authorize An Appropriation In The Amount Of $2,750,000.00 From 2018 SPLOST Interest To 2018 SPLOST – Auditorium – Property To Provide Funding For The Improvements Provided For Herein was approved.

b. An Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation From General Fund – Fund Balance, In The Total Amount Of $22,000.00, To The Probate Court – Contract Labor Contractual Services Line Item (Sponsored by: Lester M. Miller, Mayor, Donice Bryant, Commissioner)

On motion of Commissioner Wilder, seconded by Mayor Pro Mayor Wynn and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation From General Fund – Fund Balance, In The Total Amount Of $22,000.00, To The Probate Court – Contract Labor Contractual Services Line Item was approved.

6. Executive Session

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

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

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

7. Alcohol Beverage License

a. Final Recommendation on Committee of the Whole's Alcohol License Denial Recommendation for Lanita Hunt, Owner of 478 Lounge LLC. (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Stewart, seconded by Commissioner Bryant and Passed by a vote of 5 to 3 with Commissioner Bronson, Commissioner Stewart, Commissioner Hulett, Commissioner Bryant, Commissioner Bailey casting the affirmative votes and Mayor Pro Mayor Wynn, Commissioner Wilder, Commissioner Howell casting the dissenting vote, the Alcohol License for Lanita Hunt, Owner of 478 Lounge LLC was approved with the following conditions:

- *Operating camera systems that record*

- *No outside loitering*
- *No illegal activities inside or outside of the establishment*
- *Certified security guard inside and outside the establishment*
- *Probation period of one year with no major incidents (aggravated assault, murder, brawl)*

Respectfully Submitted:

_____
Janice S. Ross
Clerk of the Commission

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ADDED TO THE MARCH 3, 2026 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	Alcohol Beverage Caterer	$600
Sunday Sales	$300	Brown Bag	$0	Temporary Alcohol License	$100
___ Please check here if you are applying for a Business Continuation License. Business Continuation License is **25% of applicable fees.**					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

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

$ 800 + 700 **Alcohol License Fees + $400 Application Fee = $** 1900.00

Agent Information

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

Location/Business Information

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

Business Continuation

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

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Select One: ✓ New Business ___ Change of location ___ Change of Business

BUSINESS

Federal Tax ID #: 33-4410195 State Tax ID#: 203059250 20

Business Name: Broadway Mini Mart Corporate and Trade Name: Broadway Mini Mart LLC

Local Business Address: 4205 Broadway Macon, GA, 31206
(P.O. Box Not Allowed) City State Zip

Mailing Address: 4205 Broadway Macon, GA, 31206
Street Address (City State Zip)

Local Business Phone #: 332-270-3735 Email Address: Broadwayminimart101@gmail.com

Contact Person: Sejal Sejal Contact Phone #: 332-270-3735

AGENT

Agent's Name: Sejal Sejal Agent's Title: Owner

Date of Birth [redacted] Social Security Number [redacted]

Home Address: 129 Brookhaven Cir City: Warner Robins State: GA Zip: 31093

Home Phone #: 332-270-3735 Email: Jashanjeet3432@gmail.com

Mailing Address: ~~501 Central ave~~ 4205 Broadway City: ~~Hilton~~ Macon State: GA Zip: ~~31794~~ 31206

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 12/24

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Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the Macon Bibb Co Sheriff conduct an inquiry and receive
Criminal Justice Agency

any Georgia criminal history record information pertaining to me which may be contained in the files of any state or local criminal justice agency in Georgia. I further authorize the B.C.S.O. to relay that information to Requesting Entity:

.....via:

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

Full Name (Print):	Sejal Sejal		
Address	4205 Broadway Macon, GA, 31206		
Sex	Race	Date of Birth	Social Security Number
Female	Asian	[redacted]	

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

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

Signature _____ Date 09-24-2025

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

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

Purpose Code used: (Check all that apply)

	Employment (E) - Provides Georgia Criminal History Record Information
	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
	Employment with Children (W) - Provides Georgia Criminal History Record Information
	Public Records (P)- Provides Georgia Felony Convictions Only
	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
	Civilian Criminal Justice (J)- State and III Info Received
	Sworn Criminal Justice Employment (Z) - State and III Info received

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

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

Agency Designee Signature and Title _____ Date _____

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

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

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

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

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

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

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

Business Name: Broadway Mini Mart

Printed Name of Applicant: Sejal Sejal

*Signature of Applicant: Sej

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 24th DAY OF September, 20 25.

Stephanie Norwood
NOTARY PUBLIC

08/25/2026
MY COMMISSION EXPIRES

STEPHANIE NORWOOD
NOTARY PUBLIC
My Commission Expires
August 25, 2026
HOUSTON COUNTY, GEORGIA

Docusign Envelope ID: 4A57D5CD-C45A-404A-8010-3FED41E26912

SAVE

SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Application Pending (asylum) - Temp Emp Auth

The applicant is not a citizen or national of the U.S. and has filed a Form I-589 application for asylum, but a decision on the application has not yet been made. This response also indicates that SAVE verified the applicant has a valid EAD. See the Guide to Understanding SAVE Verification Responses for additional information. You will need to follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification Number:	0025269164119VV
Class of Admission (COA) Code:	AO
Country of Birth:	IND - INDIA
Employment Authorization Document (EAD) Expiration Date:	12/26/2028
Provision of Law Code:	C08

Agency Submitted Details

Full Name:	Sejal Sejal
Date of Birth:	[redacted]
Alien Number:	
Initiated On:	09/26/2025
Initiated By:	DSIN0559
Point of Contact Name:	Deon Singleton
Point of Contact Phone Number:	(478) 310-3579
Requested Benefits:	Occup. Tax Cert.
Attached Document:	No

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MEASUREMENT FORM

Retail Sales of BEER and Wine Packaged to Go

Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT: **JASHANJEET SINGH**

PROPOSED LICENSE: **BEER AND WINE AND LIQUOR PACKAGED TO GO**

BUSINESS LOCATION: **4205 BROADWAY MACON, GA 31201**

BUSINESS NAME: **BROADWAY MINI MART LLC**

To Be Completed by County Engineer

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

_X_ Comply _____ Does not Comply

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

_____ 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.

__X__ Comply _____ , but does not comply with other restrictions

_____ Not Applicable

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

___ ____ Comply _____ Does Not Comply __X__ Not Applicable

By: _____

John W. Hayes, Macon-Bibb County Engineer

Date: 8/5/25

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

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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

Broadway Mini Mart LLC
#4205 Broadway

3,250' — SCHOOL GROUND property line
Bruce Elementary

3,350' — SCHOOL BUILDING
Bruce Elementary

13,150' — COLLEGE CAMPUS property line
Central Georgia Technical College

22,450' — ALCOHOLIC TREATMENT CENTER building
River Edge - Emery Highway

8,850' — PUBLIC LIBRARY or BRANCH building
Bloomfield Library

4,150' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Pendleton Homes

1,150' — CHURCH (building)
Temple of Christ
#4092 Mikado Ave.

1,100' — CHURCH GROUNDS
Temple of Christ

6,650' — M-B COUNTY RECREATION CENTER property
Bloomfield - Gilead Recreation Center

2,500' plus — Vice Mart – Small Box Retail Store – Small Box Discount store (2500')
No vice marts were found within a 2500' radius of #4205 Broadway
PJH

OK! JWA
Paul J. Hoinowski
August 4, 2025

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McClatchy

News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
	IPL0271262	Legal Ad - IPL0271262		1.0	30.0L

ATTENTION: Amardeep Kaur
4205 Broadway
Macon, GA 31206
BroadwayMiniMart01@gmail.com

To Whom It May Concern:

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

2.0 insertion(s) published on:
09/10/25 Print, 09/17/25 Print

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Beer and Wine for Convenience Store

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the September 17, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Broadway Mini Mart, 4205 Broadway, Macon, GA 31206. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This September 10, 2025. Sejal Sejal, Applicant
IPL0271262
Sep 10,17 2025

Print Tearsheet Link

Marketplace Link

Mary Castro

DIGITALLY SIGNED

Mary Castro

Julie A Ambry

DIGITALLY SIGNED

Sworn to and subscribed before me on Sep 17, 2025, 11:00 AM EDT

OFFICIAL SEAL
JULIE A AMBRY
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 1010931
MY COMMISSION EXPIRES MAY 28, 2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

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ZONING COMPLIANCE

PERMIT NO: ZC-2025-1086	**PERMIT TYPE:** Permitted Use	**DATE ISSUED:** 05/12/2025
PARCEL NO: P1020215	**ZONING DISTRICT:** C-2	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	sejal sejal broadway mini mart llc	
PROPOSED USE:	New Business Application grocery store with alcohol packaged to go	
ADDRESS OF PROPOSED USE:	4205 BROADWAY	
PROPERTY OWNER'S NAME:	sejal sejal	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate a grocery store with alcohol packaged to go in an existing commercial building. This approval shall also grant interior renovations if necessary. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 05/12/2026

APPROVED BY: Butch Sementelli

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

Docusign Envelope ID: 4A57D5CD-C45A-404A-8010-3FED41E26912

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**Broadway Mini Mart LLC**	Control Number:	**25065563**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Retail Trade**	NAICS Sub Code:	**Convenience Stores**
Principal Office Address:	**4205 Broadway, Macon, GA, 31206, USA**	Date of Formation / Registration Date:	**3/26/2025**
State of Formation:	**Georgia**	Last Annual Registration Year:	**NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name: **jashanjeet singh**

Physical Address: **129 BROOKHAVEN CIR, WARNER ROBINS, GA, 31093, USA**

County: **Houston**

Back

Filing History Name History

Return to Business Search

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Report a Problem?

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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: Broadway Mini Mart Name of Corporation: Broadway mini mart LLC

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

Individual:

Name and Title: Seid Seid (Owner) Telephone Number: 332-270-3735

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

Residential Street Address: 129 Brookhaven Cir Warner robins GA, 31093

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

Mailing Address: 4205 Broadway Macon GA, 31206

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership
- General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☑ Limited Liability Company (LLC)
- Managing Member, Total number of Managing Member(s): 1
- Member holdings 100 % of all outstanding membership interests.

☐ Privately Held Corp./Company
- Corporate Officer: Yes ____ No ____
- Shareholder holding _____% of all outstanding ownership interests.

☐ Publicly Traded Company
- Corporate Officer: Yes ____ No ____

☐ Other
- Other person exercising operational authority over the entity: _____

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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: Sejal Last Name: Sejal

Home Address: 129 Brookhaven Cir City: Warner Robins State: GA Zip: 31093

Home Phone #: 332-270-3735 Email: Jashanjeet3432@gmail.com

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

Mailing Address: ~~501 Central ave~~ 4205 Broadway City: ~~Fitton~~ Macon State: GA Zip: ~~31794~~ 31206

- **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.

Sejal
Applicant's Signature

09-24-2025
Date

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

This 24th day of September, 20 25.

Stephanie Norwood
Notary Public

STEPHANIE NORWOOD
My Commission Expires
NOTARY PUBLIC
August 25, 2026
HOUSTON COUNTY, GEORGIA

08/25/2026
My Commission Expires

Rev. 7/202121

Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

SEJAL SEJAL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2025-09-04

Serial No.

cert_mg1lxzn9

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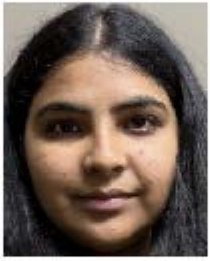
Sejal Sejal



AH001625

ALCOHOL HANDLER

EXP: 12/31/2026

Docusign Envelope ID: 4A57D5CD-C45A-404A-8010-3FED41E26912

Eberhardt & Barry Property Management, LLC
COMMERCIAL REAL TORS

Post Office Box 6313. MACON, GEORGIA 31208
(478) 746-8171. FAX (478) 746-1362

LEASE AGREEMENT

Macon, Bibb County, Georgia

THIS INDENTURE OF LEASE, Made and entered into this 25th day of **March**, **2025** between **5557 Hawkinsville LLC** of the first part, hereinafter called Lessor, and **Sejal Sejal dba Broadway Mini Mart** of the other part, hereinafter called Lessee. (It is mutually agreed by the parties hereto, where either is mentioned herein, that same refers to their heirs, executors, administrators, successors and assigns, who are bound as fully and completely by the covenants herein as the parties hereto.)

WITNESSETH: That the said Lessee has this day rented and leased from said Lessor the following described premises:

All that tract or parcel of land lying and being in Land Lot No. 212in the 4th District of Bibb County, Georgia, and being further known and designated as Tract 1 on the plat made for Thomas M. Shaheen which is recorded in Plat Book 76, Page 71, Clerk's Office, Bibb Superior Court. Said Parcel has the metes, bounds and dimensions as shown on said plat, which by this reference is made a part hereof in aid of a more complete and accurate description.

and known as **4205 Broadway Avenue, Macon, Georgia** to be used for no other purposes than Office for a convenience store with sale of beer and wine for the term of **Twenty four (24) months** commencing on the **1st** day of **April**, **2025** and ending on the **31st** day of **March**, **2027** for which the Lessee agrees to pay Eberhardt & Barry, Inc., its successors, and assigns, Agents for Lessor, at its office on the first of each rental month, in advance, a monthly rental of: **Six Hundred Fifty Dollars ($650.00)** and on failure of Lessee to pay same when due, said Lessor has the right, at his option, to declare rental for entire term of lease immediately due and payable, to declare the Lease void, cancel the same, re-enter and take possession of the premises. Lessor, at his option, upon breach of this contract, may card for rent and sublet the premises at the best price obtainable by reasonable effort, under private negotiations, and charge the balance, if any, between said price of subletting and the contract price, to Lessee and hold him liable therefore. Such subletting on the part of the Lessor will not in any sense be a breach of the contract on the part of the Lessor, but will be merely acting as agent for the Lessee and to minimize the damage. Said Lessor is not required, however, to let same for any other purpose than that specified herein. These rights of the Lessor are cumulative and not restrictive of any other rights under the law, and failure on the part of Lessor to avail himself of these privileges at any particular time shall not constitute a waiver of these rights.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

(1) Lessee hereby waives and renounces for himself and family, any and all homestead and exemption rights he or they may have under or by virtue of the laws of this State, or the United States as against any liability that may accrue under this contract. Lessee agrees to pay in addition to all costs, 15 percent Attorney's fees on any part of said rental that may be collected by suit or by attorney after same has become due.

(2) Lessee accepts premises in its present condition and agrees to surrender said premises in as good condition at the expiration of this lease, natural wear and tear excepted. Lessor shall not be required to make any repairs or improvements to premises at any time during this lease.

(3) Lessee, at his sole cost and expense, whether the same be property of Lessor or Lessee, shall promptly repair and at all times maintain the entire leased premises including heating and cooling units and systems in their entirety, store fixtures and equipment, electrical fixtures, equipment and electrical installation, plumbing, plumbing equipment and fixtures, including keeping all drains and pipes open and

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clear, all machinery and hardware, all overhead, roll up and personnel doors, fences, parking lot and drives, painting and decorations, and replace all broken glass including store front, plate, window, security or display glass. Furthermore any damages created or caused through any attempt to vandalize, burglarize or any other criminal activity shall be the sole responsibility of the Lessee and lessee agrees to promptly make any and all repairs required as a result within ten (10) days of the event causing damages.

(4) Lessee agrees to and hereby does indemnify and save Lessor and Lessor's agents, Eberhardt and Barry, Inc. and Eberhardt & Barry Property Management, LLC, harmless against all claims for damages to persons or property by reason of Lessee's use or occupancy of the Premise, and all expenses incurred by Lessor because thereof, including attorney's fees and court costs. Supplementing the foregoing and in addition thereto, Lessee shall during the term of this Lease and any extension or renewal thereof, and at Lessee's expense, maintain in full force and effect comprehensive general liability insurance with limits of $1,000,000.00 per personal and $2,000,000.00 per incident, and property damage limits of $100,000.00, which insurance shall contain a special endorsement recognizing and insuring any liability accruing to Lessee under the first sentence of this paragraph 4, and naming Lessor and Lessor's agents as Additional Insureds. Lessee shall provide evidence of such insurance to Lessor prior to the commencement of the term of this Lease and upon any request from Lessor or Lessor's agent.

(5) In the event of the total destruction of the premises by fire or other casualty, this lease shall cease and come to an end and the Lessee shall be liable for rent only up to the time of such destruction. Should the premises herein leased be partially damaged by fire or other casualty, at any time during the term hereof, the Lessee shall give immediate notice to the Lessor, who shall thereupon cause the same to be promptly repaired. A reduction of rent, proportionate to interference to occupancy shall be allowed the Lessee during the time necessary to restore said premises or make the necessary repairs, as the case may be, but no reduction, however, shall be allowed for any interruption by reason of damage of repairs to adjoining or contiguous premises.

(6) All alterations, additions and improvements (except trade fixtures put in at the expense of the Lessee) shall remain upon and be surrendered with the premises as a part thereof at the termination of this lease, however, this Lessee is to make no changes of any nature in the above named premises without first obtaining written consent from said Lessor or his agent. The Lessee also agrees to indemnify the Lessor against loss caused by any mechanic or material man's lien against the property based on repairs, alterations or improvements undertaken by the Lessee.

(7) Lessee agrees not to leave the premises herein leased unoccupied or vacant nor permit any act which would vitiate the fire insurance policy; to pay all electric light, water, heat, gas, pest control, lawn care, garbage fees, power bills and any other services required by the Lessee accruing against the said property during the term of his contract, and to comply with and carry our all rules, order, and requirements, ordinances and regulations of Federal, State, City and/or County governments.

(8) In the event bankruptcy or state insolvency proceedings should be filed against Lessee, his heirs or assigns, in any Federal or State Court, it shall give the right to said Lessor, his heirs or assigns, at their option to immediately declare this contract null and void, and to resume at once possession of the property. No receiver, Trustee, or other judicial officer shall ever have any right, title, or interest in or to the above described by virtue of this contract.

(9) Lessee covenants that he will not paint or place or permit to be painted or placed any sign or other advertising device, bill or billboard upon or about demised premises, or any part thereof, without the prior written consent of Lessor or his agent.

(10) The Lessee shall not assign, mortgage or pledge this lease, not sublet the whole or any part of the premises for the whole or any part of said term, or place any tenant upon said premises without the assent of the Lessor or his agents, in writing.

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(11) Lessor may card premises "For Rent" or "For Sale" ninety days before the termination of this lease. Lessor may enter the premises at reasonable hours; to exhibit the same to prospective purchasers or tenants; to inspect premises to see that Lessee is complying with all his obligations hereunder; and to make repairs required of Lessor under the terms hereof or repairs to Lessor's adjoining property.

(12) This contract shall create the relationship of landlord and tenant between Lessor and Lessee; no estate shall pass out of Lessor; Lessee has only a usufruct, not subject to levy and sale and not assignable by Lessee except by Lessor's consent.

(13) If Lessee remains in possession after the expiration of the term hereof, with Lessor's acquiescence and without any distinct agreement of parties, Lessee shall become a tenant from month to month; and there shall be no renewal of this lease by operation of law. The monthly rental rate for any holdover period without a renewal of term shall be at $750 per month.

(14) Lessee hereby appoints as his agent to receive the service of all dispossessory or distraint proceedings and notices thereunder, and all notices required under this lease, the person in charge of said premises at the time, or occupying premises; and if no person is in charge or occupying the same, then such service or notice may be made by attaching the same on the main entrance to premises. A copy of all notices under this lease shall also be sent to Lessee's last known address, if different from premises.

(15) The Lessor shall not be responsible for damages of any kind resulting from failure to give possession but the agreed rental shall abate during the time said Lessee is out of possession.

(16) Intentionally deleted.

(17) If Lessee has not paid the rent due hereunder by the 10th day of any month, then Lessee shall pay an additional $100 as liquidated damages, not as a penalty, the parties recognizing the difficulty in precisely ascertaining the damages in the event the rent is not paid before the 10th of any month.

(18) If a rental check of the Lessee is returned due to insufficient funds, the Lessee shall pay $50.00 as liquidated damages, not as a penalty, the parties recognizing the difficulty in precisely ascertaining the damages in that event.

(19) Eberhardt & Barry, Inc. have represented the Lessor in this transaction. Miki Folsom, a licensed Georgia Real Estate Broker, is acting as the principle owner/Lessor in this transaction and hereby discloses that Miki Folsom is also a member of Eberhardt and Barry Property Management LLC and a stock holder of Eberhardt & Barry, Inc. (the brokerage and management companies representing the Lessor).

(20) This lease contains the entire agreement between the parties. Any changes, additions or alterations must be in writing and made a part of this lease in the form of an addendum.

(21) Special Stipulations as follows:

1. **The Lessee shall pay the security deposit of $650 and one month's rental of $650 upon signing this agreement.**

2. **Miki Folsom is a licensed real estate broker in the state of Georgia, is the sole member of the Lessor (5557 Hawkinsville LLC) and is acting as a principal in this transaction.**

3. **The Lessee shall deposit with the Lessor the sum of Six Hundred Fifty Dollars ($650.00) to be held by Lessor's agent without liability for interest as security for the faithful performance of Lessee of all of the terms, covenants and conditions of this lease. Should any rent or any other amount due Lessor hereunder be overdue and unpaid, then Lessor**

Docusign Envelope ID: 4A57D5CD-C45A-404A-8010-3FED41E26912

may, at its option, appropriate and apply all or a portion of said deposit to the payment of any overdue rent or other amount. Lessee shall, upon written demand of Lessor, forthwith remit to Lessor a sufficient amount in cash to restore said security deposit to its original sum, at any time Lessor makes such appropriation.

4. **The Lessee shall maintain the lot areas on a regular basis (twice per month during growing season and at least monthly during non-growing season) during the term of this lease including mowing of grass, trimming of weeds, spraying of weeds to prevent growth, edging and blowing of parking, drives and concrete pads. In the event that Lessee does not maintain the lot area then the Lessor may contract a service and add to the next monthly rent due from Lessee. There shall be no outside storage of materials, equipment or other property of the Lessee at any time during this lease and any extension and the Lessee expressly agrees to obtain a third party contracted trash removal service to contain and remove all refuse on a regularly scheduled basis and the Lessee shall maintain the lot area in a professional manner as when accepted.**

5. **So long as the Lessee is not in default of any term or condition of this lease then the Lessee shall have the option to renew and extend this lease for a 3 year period with all terms and conditions remaining the same and in full force and effect except that the monthly rental shall become Seven Hundred Dollars ($750.00) during this three year extension.**

6. **The Lessor gives permission to the Lessee to remove one interior dividing wall at Lessee's sole cost and expense however the Lessor shall have the right to require the Lessee to replace the wall in a similar manner at Lessee's sole cost and expense using similar materials prior to the termination date of this lease. All work shall be done in a professional manner using methods and materials that will meet all applicable codes and regulations.**

IN WITNESS WHEREOF: We have hereunto set our hands and seals, this day and year above written.

Witnesses:

Lessor: **5557 Hawkinsville LLC**

(L.S.)

Lessee: **Sejal Sejal dba Broadway Mini Mart**

(L.S.)

Docusign Envelope ID: 4A57D5CD-C45A-404A-8010-3FED41E26912

COMMERCIAL LEASE GUARANTY

FOR VALUE RECEIVED and in consideration of the mutual covenants set forth herein and other good and valuable consideration, and as an inducement to 5557 Hawkinsville, LLC ("Lessor") to enter into a lease agreement with Broadway Mini Mart, LLC, ("Lessee") having a commencement date of April 1, 2025 ("Lease"), attached hereto and incorporated herein, the undersigned Sejal Kaur hereby enters into this Guaranty, this 25th day of March, 2025.

1. **GUARANTY.** Guarantor hereby absolutely and unconditionally guarantees to Lessor, its successors and assigns the prompt and full payment of all rent and other payments to be made by Lessee under the Lease, and the full performance and observance by Lessee of all the other terms, covenants, conditions to be performed and observed by Lessee, for which Guarantor shall be jointly and severally liable with Lessee. Guarantor hereby waives any notice of non-observance, or proof of notice or demand. Guarantor agrees that in the event of a default by Lessee under the Lease, Lessor may proceed against the Guarantor before, after or simultaneously with proceeding against Lessee.
2. **NO TERMINATION.** This Guaranty shall not be terminated, affected or impaired in any manner by reason of: (1) the assertion by Lessor against Lessee of any of the rights or remedies reserved to Lessor pursuant to the provisions of the Lease; (2) the commencement of summary or other proceedings against Lessee; (3) the failure of Lessor to enforce any of its rights against Lessee; or (4) the granting by Lessor of any extensions of time to Lessee.
3. **GENERAL PROVISIONS.**

   A. Guarantor further covenants and agrees that: (1) Guarantor shall be bound by all the provisions, terms, conditions, restrictions and limitations contained in the Lease which are to be observed or performed by Lessee thereunder, the same as if Guarantor were named therein as Lessee; and (2) this Guaranty shall be absolute and unconditional and shall be in full force and effect with respect to any amendment, addition, assignment, sublease, transfer or other modification of the Lease, whether or not Guarantor shall have knowledge of , shall have been notified of or has agreed or consented to the same, provided, however, that notwithstanding any provision to the contrary contained in such amendment, addition, assignment, sublease, transfer or other modification, the financial obligations of Guarantor to pay rent and make other payments shall not be increased beyond the amounts specified in the Lease without the written consent of Guarantor.

   B. If Lessor at any time is compelled to take action, by legal proceedings or otherwise, to enforce or compel compliance with the terms of this Guaranty, the undersigned shall, in addition to any other rights or remedies to which Lessor may be entitled hereunder or as a matter of law or in equity, pay to Lessor all costs, including reasonable attorney's fees, incurred or expended by Lessor in connection therewith.

   C. In the event the Lease is disaffirmed by a Trustee in bankruptcy for Lessee, Guarantor agrees that it shall, at the election of Lessor, either assume the Lease and perform all of the covenants, terms and conditions of Lessee thereunder or enter into a new lease, which said new lease shall be in form and substance identical to the Lease.

   D. All duties and obligations of "Guarantor" pursuant to this Guaranty shall be binding upon the successors and assigns of the undersigned.

   E. This Guaranty shall be governed by and construed in accordance with the laws of the State of Georgia.

   F. Guarantor agrees that, to the extent that Lessee makes a payment or payments to Lessor or Lessor receives any proceeds of collateral, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or otherwise are required to be repaid to Lessee, its estate, trustee, receiver or any other party, including, without limitation, under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligations of Lessee or part thereof which has been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such

Docusign Envelope ID: 4A57D5CD-C45A-404A-8010-3FED41E26912

initial payment, reduction or satisfaction occurred. Guarantor shall defend and indemnify Lessor of and from any claim or loss under this subparagraph, including Lessor's legal fees and expenses and other expenses in the defense of any such action or suit.

G. Guarantor waives and shall have no right of subrogation, indemnification, reimbursement or exoneration with respect to the liabilities of Lessee under the Lease or any rights of contribution from any other Guarantors of such liabilities.

4. **TIME OF ESSENCE.** Time is of the essence of this Guaranty.
5. **ENTIRE AGREEMENT.** This Guaranty and any attached addenda constitute the entire Guaranty and no oral statement or amendment not reduced to writing and signed by Guarantor shall be enforceable.
6. **SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any exhibit or proceeding paragraph, shall control.

IN WITNESS WHEREOF, Guarantor has hereto set its hand and seal the day and year first written above.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
My Commission Expires: 2/11/29

TIMOTHY FREY NOTARY PUBLIC EXP. FEBRUARY 11, 2029 PEACH COUNTY, GA

Guarantor: Sejal Sejal

Sejal

Address:
SS# 706-50-9598
Ga DL# 071674540

Docusign Envelope ID: 4A57D5CD-C45A-404A-8010-3FED41E26912

Agent Certification

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

Agent's Signature:_____ Date:_____

Business Name: _____

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

This _____ day of _____, 20____

_____ Notary Public

_____ 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: Sej Date: 09/24/2025
(If different from Agent)

Title: Owner

Business Name: Broadway mini Mart

I hereby certify that Sejal Sejal (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 24th day of September, 2025.

Stephanie Norwood
Notary Public

STEPHANIE NORWOOD
My Commission Expires
NOTARY PUBLIC
August 25, 2026
HOUSTON COUNTY, GEORGIA

08/25/2026
My Commission Expires

Docusign Envelope ID: 4A57D5CD-C45A-404A-8010-3FED41E26912

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Broadway Mini Mart

Business Address: 4205 Broadway 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.

Docusign Envelope ID: 4A57D5CD-C45A-404A-8010-3FED41E26912

☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

L **vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

Applicant/Agent Signature

09-24-2025
Date

Docusign Envelope ID: 4A57D5CD-C45A-404A-8010-3FED41E26912

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.

Docusign Envelope ID: 4A57D5CD-C45A-404A-8010-3FED41E26912

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: BROADWAY MINI MART

Business Address: 4205 BROADWAY 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] 9-23-25

Code Enforcement Department Designee — Date

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

[signature] 09/23/2025

Applicant/Agent Signature — Date

Docusign Envelope ID: 4A57D5CD-C45A-404A-8010-3FED41E26912

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

Signature	Sejal Sejal	09/24/2025
	Print Name	Date

Docusign Envelope ID: 4A57D5CD-C45A-404A-8010-3FED41E26912

Alcohol License Questionnaire

Name of Business: BROADWAY MINI MART
Owner's Name: Sejal Sejal
Address: 4205 Broadway 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

Signature	Print Name	Date
[signature]	Sejal Sejal	09/22/2025

Docusign Envelope ID: 4A57D5CD-C45A-404A-8010-3FED41E26912

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: Broadway mini Mart

Business Address: 4203 Broadway Macon GA, 31206

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

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

Applicant/Agent Signature

09-24-2025
Date

Docusign Envelope ID: 4A57D5CD-C45A-404A-8010-3FED41E26912

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 #

Docusign Envelope ID: 4A57D5CD-C45A-404A-8010-3FED41E26912

Business Owner

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Sejal Sejal (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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

_____

_____

_____

_____

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

Sejal Sejal
Print and Sign Name

Sworn to and subscribed before me this
29th day of September, 2025.

Stephanie Norwood
Notary Public
My Commission Expires: 08/25/2026

STEPHANIE NORWOOD
NOTARY PUBLIC
My Commission Expires
August 25, 2026
HOUSTON COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 4A57D5CD-C45A-404A-8010-3FED41E26912

Property Owner

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Sejal Sejal, dbA Broadway Mini Mart
2. Name of the subject of this Certificate, if different from the applicant:
5557 Hawkinsville LLC
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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

Miki Folsom
Print and Sign Name

Sworn to and subscribed before me this 25th day of September, 2025

Miriam B. Cheek
Notary Public
My Commission Expires: 6/24/27

MIRIAM B CHEEK NOTARY PUBLIC COMMISSION EXPIRES JUN 24, 2027 BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 4A57D5CD-C45A-404A-8010-3FED41E26912

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: Sejal Sejal– Fingerprints Completed: 09.30.2025

Business Name: Broadway Mini Mart LLC

Business Address: 4205 Broadway, Macon, GA 31206

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

Granted DocuSigned by: 11/4/2025
1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

Denied _____
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

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

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

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

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

Docusign Envelope ID: 4A57D5CD-C45A-404A-8010-3FED41E26912

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 2/18/2026 (Date) DS SD (Initials)

Comments

After review, legal recommends denial. Code Enforcement performed three separate inspections of the facility and found it to be a Vice Mart, not having sufficient fresh food to be qualified as a food mart, at two of the three inspections.

Initials

Initial SF

Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

ADDED TO THE MARCH 17, 2026 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**	Alcohol Beverage Caterer	**$600**
Sunday Sales	**$300**	Brown Bag	**$0**	Temporary Alcohol License	**$100**
___ Please check here if you are applying for a Business Continuation License. Business Continuation License is **25% of applicable fees.**					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

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

$ _____ 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 good standing.
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.12/24

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

Select One: ✓ New Business ___ Change of location ___ Change of Business

BUSINESS

Federal Tax ID #: 33-3480491 State Tax ID #: _____

Business Name: Shuster's Candy & Creamery Corporate and Trade Name: Shuster's Candy and Creamery LLC

Local Business Address: 616 Poplar St. Macon, GA 31201
(P.O. Box Not Allowed) City State Zip

Mailing Address: 616 Poplar St. Macon, GA 31201
Street Address (City State Zip)

Local Business Phone #: 954-649-1278 Email Address: jonathanshuster4410@gmail.com

Contact Person: Jonathan Shuster Contact Phone #: 954-649-1278

AGENT

Agent's Name: Jonathan Shuster Agent's Title: Member / Manager

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

Home Address: 1151 Oakcliff Rd City: Macon State: GA Zip: 31211

Home Phone #: 954-649-1278 Email: jonathanshuster4410@gmail.com

Mailing Address: 1151 Oakcliff Rd City: Macon State: GA Zip: 31211

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. 12/24

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

Name-Based Criminal History Record Information Consent/Inquiry From

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

.....via:

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

Full Name (Print):	Jonathan Ross Shuster		
Address	1151 Oakcliff Rd. Macon, GA 31211		
Sex	Race	Date of Birth	Social Security Number
M	W	[redacted]	

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

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

Signature 7/15/25
Date

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

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

Purpose Code used: (Check all that apply)

	Employment (E) - Provides Georgia Criminal History Record Information
	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
	Employment with Children (W) - Provides Georgia Criminal History Record Information
	Public Records (P)- Provides Georgia Felony Convictions Only
	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
	Civilian Criminal Justice (J)- State and Ill Info Received
	Sworn Criminal Justice Employment (Z) - State and Ill Info received

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

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

Agency Designee Signature and Title Date

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

Name-Based Criminal History Record Information Consent/Inquiry From

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

.....via:

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

Full Name (Print):	Tenille Davis Shuster		
Address	1151 Oakcliff Rd Macon GA 31211		
Sex	Race	Date of Birth	Social Security Number
F	W	[redacted]	

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

I, Tenille Davis Shuster give consent to the above named entity to perform periodic criminal history background checks for the duration of my employment.

_____ 11/18/25
Signature Date

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

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

Purpose Code used: (Check all that apply)

	Employment (E) - Provides Georgia Criminal History Record Information
	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
	Employment with Children (W) - Provides Georgia Criminal History Record Information
	Public Records (P)- Provides Georgia Felony Convictions Only
	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
	Civilian Criminal Justice (J)- State and III Info Received
	Sworn Criminal Justice Employment (Z) - State and III Info received

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

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

_____ _____
Agency Designee Signature and Title Date

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

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

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

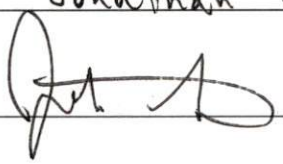
Please check only one option above and submit the required documents with your application. Please note that the failure to do so will result in a processing delay.

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

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

Business Name: Shuster's Candy & Creamery

Printed Name of Applicant: Jonathan Shuster

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 15th DAY OF July, 20 25.



NOTARY PUBLIC

3/27/2028

MY COMMISSION EXPIRES

Jasmine Curtis
NOTARY PUBLIC
BIBB COUNTY, GEORGIA
My Commission Expires 03/27/2028

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

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) ___J___ 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.**

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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: SHUSTER'S CANDY & CREAMERY

Printed Name of Applicant: Tenille D. Shuster

*Signature of Applicant: [signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 15 DAY OF July, 2025.

[signature]
NOTARY PUBLIC

3/27/2028
MY COMMISSION EXPIRES

Jasmine Curtis
NOTARY PUBLIC
BIBB COUNTY, GEORGIA
My Commission Expires 03/27/2028

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

MEASUREMENT FORM

Retail Sales of Beer and Wine Beverages
Consumption on the premises
Includes Brewpubs
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT:	**Jonathan Shuster**
PROPOSED LICENSE:	**BEER AND WINE BEVERAGE ONLY CONSUMED ON PREMISES**
BUSINESS LOCATION:	**616 Poplar St**
BUSINESS NAME:	**Shuster's Candy & Creamery**

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of the building housing a state or county owned and operated alcoholic treatment center or a housing authority property measured and found to be more than 300 ft.

__x__ Comply ____ Does not comply

By: _____
John Hayes - Macon-Bibb County Engineer

Date: 11/25/25

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

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

Shuster's Candy & Creamery
#616 Poplar Street

4,150' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emery Highway

3,500' — MHA housing unit property line

#1130 Oglethorpe Street

JLH

OK!

Paul J. Hornowski
November 24, 2025

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
	28409	Legal Ad - IPL0254086		1.0	29.0L

ATTENTION: Jonathan Shuster
616 Poplar Street
Macon, GA 31201
jonathanshuster4410@gmail.com

To Whom It May Concern:

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

2.0 insertion(s) published on:
07/16/25 Print, 07/23/25 Print

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Beer and Wine COP

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the July 23, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Shuster's Candy & Creamery LLC, 616 Poplar Street. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This July 16, 2025. Jonathan Shuster, Applicant
IPL0254086
Jul 16,23 2025

Print Tearsheet Link

Marketplace Link

Julie Ambry

DIGITALLY SIGNED

Julie Ambry

Amanda Rodela

DIGITALLY SIGNED

Sworn to and subscribed before me on Jul 23, 2025, 1:20 PM EDT

NOTARY PUBLIC STATE OF TEXAS
AMANDA RODELA
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 13551392
MY COMMISSION EXPIRES 4/15/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

Macon-Bibb County Planning & Zoning Commission | MBPZ.ORG

ZONING COMPLIANCE

PERMIT NO: ZC-2024-1623	PERMIT TYPE: Permitted Use	DATE ISSUED: 03/31/2025
PARCEL NO: Q074-0437	ZONING DISTRICT: CBD-1	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Jonathan Shuster Shuster's Candy & Creamery LLC	
PROPOSED USE:	New Business Application	
ADDRESS OF PROPOSED USE:	616 POPLAR ST	
PROPERTY OWNER'S NAME:	GEORGIA MARKET HOUSE LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate a candy and ice cream shop with alcohol sales for consumption on premises. This approval shall also grant interior renovations if necessary. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 03/31/2026

APPROVED BY: John Langstaff

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

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**Shuster's Candy and Creamery LLC**	Control Number:	**25032110**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Any legal purpose**	NAICS Sub Code:	
Principal Office Address:	**1151 Oakcliff Rd, Macon, GA, 31211, USA**	Date of Formation / Registration Date:	**2/14/2025**
State of Formation:	**Georgia**	Last Annual Registration Year:	**NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Jonathan Ross Shuster**

Physical Address: **1151 Oakcliff Rd, Macon, GA, 31211, USA**

County: **Bibb**

Back | Filing History | Name History | Return to Business Search

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Report a Problem?

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

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: Shuster's Candy and Creamery LLC Name of Corporation: Shuster's Candy & Creamery

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

Individual:

Name and Title: Jonathan Shuster, Managing Member Telephone Number: 954-649-1278

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

Residential Street Address: 1151 Oakcliff Rd Macon, GA 31211

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

Mailing Address: 1151 Oakcliff Rd Macon, GA 31211

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership
- General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☒ Limited Liability Company (LLC)
- Managing Member, Total number of Managing Member(s): 2
- Member holdings 50 % of all outstanding membership interests.

☐ Privately Held Corp./Company
- Corporate Officer: Yes ___ No ___

☐ Other
- Other person exercising operational authority over the entity: _____

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

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: Shuster's Candy and Creamery LLC Name of Corporation: Shuster's Candy & Creamery

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

Individual:

Name and Title: Tennille Shuster, Managing Member Telephone Number: 954-649-8934

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

Residential Street Address: 1151 Oakcliff Rd Macon, GA 31211

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

Mailing Address: 1151 Oakcliff Rd Macon, GA 31211

(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.

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- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

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- 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.

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- Managing Member, Total number of Managing Member(s): 2
- Member holdings 50 % of all outstanding membership interests.

☐ Privately Held Corp./Company
- Corporate Officer: Yes ___ No ___

☐ Other
- Other person exercising operational authority over the entity: _____

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

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: Jonathan Last Name: Shuster

Home Address: 1151 Oakcliff Rd City: Macon State: GA Zip: 31211

Home Phone #: 954-649-1278 Email: jonathanshuster4410@gmail.com

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

Mailing Address: 1151 Oakcliff Rd City: Macon State: GA Zip: 31211

- **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.

Applicant's Signature — Date: 7/15/25

I hereby certify that Jonathan Shuster 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 15 day of July, 20 25.

Notary Public

Jasmine Curtis
NOTARY PUBLIC
BIBB COUNTY, GEORGIA
My Commission Expires 03/27/2028

My Commission Expires: 3/27/2028

Rev. 7/202121

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771



Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

JONATHAN SHUSTER

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2025-08-04

Serial No.

cert_wv5cnvx8

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

Jonathan Shuster



AH001687

ALCOHOL HANDLER

EXP: 12/31/2026

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

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: Tennille Last Name: Shuster

Home Address: 1151 Oakcliff Rd City: Macon State: GA Zip: 31211

Home Phone #: 954-649-8934 Email: tennilledshuster@gmail.com

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

Mailing Address: 1151 Oakcliff Rd City: Macon State: GA Zip: 31211

- **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.**
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This 15 day of July, 20 25.

Notary Public

Jasmine Curtis
NOTARY PUBLIC
BIBB COUNTY, GEORGIA
My Commission Expires 03/27/2028

My Commission Expires: 3/27/2028

Rev. 7/202121

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771



Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

TENNILLE SHUSTER

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2025-08-04

Serial No.

cert_ply3dw5h

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

Tennille Shuster



AH001686

ALCOHOL HANDLER

EXP: 12/31/2026

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

LEASE AGREEMENT

THIS LEASE (this "Lease") is made 3/4/25 (the "Effective Date"), by and between **GEORGIA MARKET HOUSE, LLC**, hereinafter called **Lessor**, and **SHUSTER'S CANDY AND CREAMERY, LLC,** hereafter called **Lessee**. Lessor and Lessee are referred to individually as a "Party" and collectively as the "Parties".

Notwithstanding anything contained herein to the contrary, this Lease is expressly conditioned on each of the following:

(1) Lessee's receipt of a Conditional Use Approval from Macon-Bibb Planning and Zoning on or before . Should Lessee not receive a Conditional Use Approval by such time, this Lease shall be null and void, and any payments made by Lessee to Lessor pursuant to the Lease (such as the security deposit) shall be promptly and fully refunded by Lessor.

WITNESETH

1. **PREMISES.** Lessor, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter set forth, hereby agrees to lease unto Lessee, and Lessee hereby agrees to lease and to take upon the terms and conditions which hereinafter appear, the following described property (hereinafter called the "Premises"), to wit:

616 Poplar Street, Macon, GA 31201

2. **TERM.** To have and to hold the same for a term of **Thirty-Seven (37) Months** (the "Initial Term"), commencing MARCH 11, 2025 and ending APRIL 10, 2028 unless sooner terminated as hereinafter provided.

Lessor will provide Lessee with a **one-time, Three (3) Year** renewal option to be exercised, in Lessee's discretion, prior to the expiration of the Initial Term (the "Renewal Term"). If such option is exercised by Lessee, all terms and conditions contained herein will remain the same during the Renewal Term, with the exception of the rent having a Two Percent (2%) increase annually. The Initial Term and the Renewal Term, if any, are collectively referred to herein as the "Term".

3. **BASE RENTAL PAYMENT; SECURITY DEPOSIT; LATE FEES.** Lessee agrees to pay Lessor, promptly on the **FIRST (1st)** day of each month during the Term, a base rental payment as described in the Rental Schedule, attached as Exhibit A, which outlines all rental concessions and rental increases through the Term of the Lease.

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

Additionally, a security deposit of $2,400.00 shall be paid by Lessee to Lessor upon the opening of Lessee's business on the Premises to the public.

All rental payments will be considered past due **IF NOT RECEIVED** by the **TENTH (10th) DAY** of each month in which they become due, in which case the Lessee shall pay an amount equal to **TEN PERCENT (10%)** of the rent due as liquidated damages, not as a penalty, the Parties recognizing the difficulty in precisely ascertaining the damages.

4. **UTILITY BILLS.** During the Term, Lessee shall be responsible for pest control, gas, electricity, fuel, light, heat and power bills, an internet used by Lessee in connection with the Premises. Any other utilities not addressed herein shall be the responsibility of Lessor.

5. **USE OF PREMISES.** During the Term, the Premises shall be used by Lessee for the purpose of **An Ice Cream and Candy Parlor**. The Premises shall not be used for an illegal purpose; nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance on the Premises. A violation of this clause constitutes a default of this Lease.

6. **ABANDONMENT OF LEASED PREMISES.** Lessee agrees not to abandon or vacate the Premises during the Term, and agrees to use said Premises for the purpose herein leased until the expiration hereof and not another purpose without first obtaining Lessor's prior written consent.

7. **CONDITION OF PREMISES.** Lessee **accepts the Premises in their present condition** and as suited for the use intended by Lessee. Notwithstanding the foregoing, and with the exception of the burglar alarm, Lessor guarantees that all of the Premises' mechanical systems shall be in proper working condition as of the Effective Date.

8. **REPAIRS BY LESSOR.** Lessor agrees to keep in good repair the roof, foundation, and exterior walls of the Premises, exclusive of all glass and exclusive of all exterior doors.

Additionally, Lessor shall be responsible for repairs more than $300.00 per event/occurrence and replacement only of major components of the heating and air conditioning equipment defined as:

- Heating Chamber (furnace);
- Fan Motors (furnace and air conditioning);
- Compressors (air conditioning); and,
- Cooling Coils.

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Lessee shall promptly report in writing to Lessor any defective condition known to it which Lessor is required to repair, and failure to report such defects shall make Lessee responsible to Lessor for any liability incurred by Lessor by reason of such defects. Lessor retains the right to make periodic inspections during reasonable hours.

9. **REPAIRS OR ALTERATIONS BY LESSEE.** During the Term, Lessee shall, at its expense, maintain in good order and repair the Premises, including the interior of the building, equipment and other improvements located thereon, except those which are the responsibility of the Lessor as set forth herein.

Lessee further agrees to keep the Premises free of litter and debris, including, but not limited to, pallets, cartons and other type of packing material. In the event Lessee fails to do so, then Lessor may, at Lessor's option, employ the services of third parties for this purpose and bill costs for such services to Lessee.

Lessee agrees to return said Premises to Lessor at the expiration or termination of this Lease in as good condition and repair as when first received, natural wear and tear, damage by nearby construction, storm, fire, lightning, earthquake, explosion or other casualty alone excepted.

Any alterations, additions, improvements or other changes to the Premises proposed by Lessee must be submitted in writing to the Lessor with drawings and specifications. Lessor will have thirty (30) days from the proposal's receipt to approve or disapprove such a request. Such approval or disapproval must be in writing. Lessor's failure to give a written approval within such time period will be considered a disapproval. Any construction at the Premises must be performed in accordance with city building codes and regulations.

Lessee shall not nail, attach, screw or bolt, or in any way attach wood to the concrete floor of the building on the Premises unless such wood is pressure treated. Termites will come through concrete into untreated wood and into the walls of the building and can do substantial damage before their presence is discovered. Should Lessee attach untreated wood, and termite damage occurs at the Premises as a result, Lessee shall be responsible for the re-treatment and required repair.

With the exception of the trade fixtures listed in Exhibit B, which shall remain the property of Lessee, any alterations, additions and/or improvements made at the expense of the Lessee shall remain upon and be surrendered with the Premises as a part thereof at the termination or expiration of this Lease.

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Lessee shall indemnify Lessor against loss caused by any mechanic or materialman's lien against the Premises based on repairs, alterations, or improvements undertaken by Lessee to the Premises.

10. **TAXES AND INSURANCE AND COMMON AREA MAINTENANCE.** During the Term, Lessee shall pay Lessor a fee for Lessee's pro rata share of the taxes, insurance, and common area maintenance for the building on the Premises (collectively, the "C.A.M. Fee"), all of which shall otherwise be the responsibility of Lessor. Lessee's C.A.M. Fee shall be 16.65% of the Total Building Tenant C.A.M. and shall be added to Lessee's monthly base rental payment. The Total Building Tenant C.A.M. shall include the following related to the building on the Premises: its ad valorem property taxes, hazard and liability insurance, trash, water, outside maintenance and repairs, storm water fee and annual backflow test. While the percentage of Lessee's C.A.M. Fee will not increase or decrease, the numbers used in the Total Building Tenant C.A.M. may change from time-to-time (i.e., an increase in ad valorem taxes). Lessee's C.A.M. Fee shall be recalculated every year at the anniversary of this Lease; however, an increase in Lessee's C.A.M. Fee shall be limited to no more than 2% of the prior year's C.A.M. Fee, excluding "Third Party", recurring expenses such as taxes, insurance, applicable utilities which shall always be prorated as "pass through" expenses.. Lessee's C.A.M. Fee shall not increase within the year for any reason.

11. **INDEMNITY AND INSURANCE.** Lessee agrees to purchase and maintain comprehensive general liability insurance against all claims for injury to persons or property occurring upon the Premises, including all damages for sign(s), awning(s), fixture(s) or other appurtenances now or hereafter upon said Premises. Lessor shall be **named as an additional insured** in said comprehensive general liability policy. Said policy shall be written with a solvent insurance company or companies qualified to transact business in the State of Georgia and reasonably satisfactory to Lessor with limits of no less than $1,000,000 with respect to bodily injury and death in one occurrence and $500,000 with respect to physical damage in any one occurrence. Customary certificates evidencing the existence of the insurance and the payment of the premium therefore shall be promptly delivered to the Lessor upon the Lessor's request.

Lessor agrees to purchase and maintain hazard insurance upon the building on the Premises providing fire, extended coverage and other peril coverage in the sum of not less than the value of the property.

Lessee agrees to indemnify and hold Lessor harmless from and against all claims, demands, loss, damage, liability and expense, including but not limited to Lessee's sign(s), including attorney's fees, that Lessor may incur by reason of Lessee's acts or omissions or by reasons of the enforcement by the Lessor of any of the terms or provisions of this Lease.

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Lessor carries no insurance which in any way covers any loss to Lessee's property that Lessee may have, or claim, by renting the Premises.

Lessee shall, at Lessee's expense, obtain insurance on its personal property stored on and within the Premises, and hereby expressly releases Lessor from any losses and/or damages to said property caused by fire, theft, water, rain, storms, tornado, explosion, riot, rodents, civil disturbances, insects, sonic boom, land vehicles, unlawful entry, radon gas, pest or rodent control, or any other cause whatsoever; and Lessor shall not be liable for any loss and/or damages to said property resulting from failure, malfunction, or interruption of utilities provided to Lessee under this Lease.

12. **CASUALTY, CAUSES BEYOND LESSOR'S CONTROL.** In the event that the Premises or the building in which they are located are damaged or destroyed; or Lessor is prevented by any cause beyond its control not specifically mentioned herein from giving possession of all or a portion of the Premises for all or any portion of the Term, this Lease shall remain in full force and effect. In such event, the monthly base rental payment and Lessee's C.A.M. Fee shall be reduced in proportion to the interference with Lessee's use occasioned thereby, but Lessor shall not be liable for any damages occasioned thereby.

The reduction to the monthly base rental payment and Lessee's C.A.M. Fee due to such interference shall be determined as follows: The month's combined monthly base rental payment and Lessee's C.A.M. Fee shall be divided across the number of days in the month (the "Rent Per Day"), effective on the second day, for each day in which Lessee is prevented from either accessing or operating its business on the Premises for three (3) or more hours, Lessee shall receive a refund or a credit against future rent for the entire Rent Per Day for such day. EXCEPTION: In the event that a qualifying interference event as defined herein lasts for more than one day, then the reduction in rent and CAM shall be retroactive to include the first day of said event.

In the event of any such damage or destruction, Lessor shall restore the Premises and/or the building within a reasonable time or may, at its option, cancel this Lease if, in Lessor's reasonable estimation, the results of such damage or destruction cannot be materially restored within ninety (90) days of the occurrence of the same. Lessor must exercise its option to cancel by written notice to Lessee given within ninety (90) days of the occurrence of such damage or destruction.

13. **CONDEMNATION.** If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, be condemned by any legally-constituted authority for any public use or purpose, then in either of said events, the Term shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Lessor and Lessee as of that date. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover compensation and

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damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Lessee nor the Lessor shall have any rights in any award made to the other by a condemnation authority. If any lesser portion is so taken or sold, the base rental payment and Lessee's C.A.M. Fee shall be reduced in proportion to the interference with Tenant's use occasioned thereby.

14. **ASSIGNMENT AND SUBLETTING.** Lessee may **NOT** assign nor sublease any portion of the Premises without the prior written consent of Lessor. Lessor will not approve any sub lessee if the Premises are to be used for gambling, tattoo parlor, adult entertainment or dancing, sale of sex toys, strip shows, video poker nor any other video games of chance. In the event an assignment is approved by Lessor, a fee of $1,000.00 shall be paid to Lessor by Lessee in advance together with any and all expenses related to said assignment. Any consent by Lessor to a sublease or assignment shall not relieve Lessee of any liability hereunder.

15. **CANCELLATION OF LEASE BY LESSEE.** After the first six (6) months of the Term, Lessee shall have the right to cancel this Lease upon (a) two (2) calendar months' advance notice to Lessor and (b) payment of a penalty equal to one (1) month's (i) base rental payment and (ii) Lessee's C.A.M. Fee, provided that Lessee is otherwise in compliance with its obligations under the Lease. Said payment shall relieve Lessee of any further obligations under this Lease.

16. **CANCELLATION OF LEASE BY LESSOR.** In the event Lessee shall default in the payment of the monthly base rent and/or the payment of Lessee's C.A.M. Fee, when due, and fail to cure said default within fifteen (15) days after written notice thereof from Lessor; or if Lessee shall be in default in performing any of the Lease's material terms other than the provisions requiring the payment of the base rental payment and Lessee's C.A.M. Fee, and fail to cure such default within thirty (30) days after the date of receipt of written notice of default from Lessor; or if Lessee is adjudicated bankrupt; or if a permanent receiver is not removed within sixty (60) days after written notice from Lessor to Lessee to obtain such removal; or if, whether voluntarily or involuntarily, Lessee takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Lessee makes an assignment for benefit of creditors; or if Lessee's effects should be levied upon or attached under process against Lessee, not satisfied or dissolved within thirty (30) days after written notice from Lessor to Lessee to obtain satisfaction thereof then, and in any of the said events, Lessor at its option may at once, or within six (6) months thereafter (but only during continuance of such default or condition), terminate this Lease by written notice to Lessee, whereupon this Lease shall end.

Any of the foregoing defaults or events shall also affect this Lease if caused by, or happening to, the assignees or sub lessee. Any notice provided in this paragraph may be given by Lessor, or its attorney, or agent herein named.

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Upon such termination by Lessor, Lessee will at once surrender possession of the Premises to Lessor and remove all of Lessee's effects therefrom; and Lessor may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using force as may be necessary without being guilty of trespass, forcible entry, or detained or other tort.

17. **RELETTING BY LESSOR.** Lessor, as Lessee's agent, without terminating this Lease, upon Lessee's breach hereof, may, at Lessor's option, enter upon, and rent the Premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Lessor deems proper. Lessee shall be liable to Lessor for the deficiency, if any, between Lessee's rent hereunder and the price obtained by Lessor on reletting.

18. **ENTRY FOR CARDING, ETC.** Lessor or its agent may card the Premises "For Rent" or "For Sale" anytime within forty-five (45) days prior to the expiration or termination of this Lease. Lessor may enter the Premises at reasonable hours to exhibit same to prospective purchasers or lessees and to make repairs required of Lessor under the terms hereof, or to make repairs to Lessor's adjoining property, if any; provided, however, that Lessor shall use its best efforts to minimize any disruption to Lessee's business being conducted on the Premises.

19. **EFFECT OF TERMINATION OF LEASE.** No early termination of this Lease due to Lessee's breach hereof shall affect Lessor's right to collect the monthly base rental payment and Lessee's C.A.M. Fee for the period prior to termination thereof.

20. **MORTGAGEE'S RIGHTS.** Lessee's rights shall be subject to any bonafide mortgage or deed to secure debt, which is now, or may hereafter be, placed upon the Premises.

21. **NO ESTATE IN LAND.** This Lease shall create the relationship of lessor and lessee between the Parties hereto; no estate shall pass out of Lessor. Lessee has only a usufruct, not subject to levy and sale, and not assignable by Lessee except by Lessor's prior written consent.

22. **HOLDING OVER.** If Lessee remains in possession of the Premises after expiration of the Term, with Lessor's acquiescence and without any express agreement between the Parties, Lessee shall be a tenant at will at a Fifteen Percent (15%) increase in the monthly base rental rate, and there shall be no renewal of this Lease by operation of law. In this event, sixty (60) days prior written notice to vacate or intention to vacate will be required by either Party.

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23. **ATTORNEY'S FEES.** If any rent owing under this Lease is collected by or through an attorney at law, Lessee agrees to pay attorney's fees at Fifteen Percent (15%) of the amount owed to include late fees.

24. **RIGHTS CUMULATIVE.** All rights, powers and privileges conferred hereunder upon the Parties hereto shall be cumulative but not restrictive to those given by law.

25. **SERVICE OF NOTICE.** Notice shall be considered complete as against all Parties when sent to the Lessor and Lessee at the addresses provided hereunder (a) on the day of delivery when personally delivered, (b) two (2) days after being placed with a nationally-recognized courier for overnight delivery, or (c) five (5) days after being sent certified mail, return receipt requested.

Lessor's address:

	GEORGIA MARKET HOUSE, LLC
MAIL	c/o Tim Thornton 570 Commanche Drive Macon, GA 31210
PHYSICAL	686 Poplar Street Macon, Georgia 31201
PHONE	478-461-1677 (Mobile)
EMAIL	tdthornton@bellsouth.net

Lessee's Address:

	SHUSTER'S CANDY AND CREAMERY, LLC
	c/o Jonathan Ross Shuster
HOME	1151 Oakcliff Road, Macon, GA 31211
PHONE	954-649-1278 (Mobile)
EMAIL	Jonathanshuster4410@gmail.com

26. **WAIVER OF RIGHTS.** No failure of a Party to exercise any power given hereunder, or to insist upon strict compliance by the other Party with its obligation hereunder, and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of a Party's right to demand exact compliance with the terms hereof.

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

27. **TIME OF ESSENCE.** Time is of the essence of this agreement.

28. **MISCELLANEOUS.** This Lease constitutes the entire agreement between the Parties concerning the subject-matter herein contained. There are no other agreements, written nor oral, between the Parties regarding the Premises. No amendments to this Lease will be valid except those made in writing and signed by both Parties.

This Lease should be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Each person executing this Lease warrants and represents that he or she is fully authorized and empowered to do so.

If any provisions of this Lease are, for any reason, ruled unenforceable or inapplicable by a court of competent jurisdiction, the other provisions of this Lease not so determined by the court shall remain in full force and effect in the same manner as if such unenforceable or inapplicable provisions had never been contained herein.

Use of the masculine, feminine or neutral form of words in this Lease is to be construed to include men, women, and other entities to which this Lease applies.

29. **SIGNAGE**. Lessor hereby grants permission for Lessee to attach a properly permitted sign to the façade of the building on the Premises. Lessee shall remove same upon vacating and repair any damage to the building's facade. Lessee shall be responsible to Lessor for any damage caused by installation, use or maintenance of said sign.

30. **OWNER/AGENT.** Lessee has been advised that one of the Lessors, TIM D. THORNTON, is a Real Estate Broker licensed by the State of Georgia, and is President of Thornton Realty Company, one of the agents in this transaction.

31. **AGENCY DISCLOSURE**. Tim Thornton (License # 122371) is the Leasing Broker in this transaction and has represented the Lessor. Thornton Realty Company (Firm, License # H64487) is the Listing Broker in this transaction and has represented the Lessor.

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

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Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

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

Lessor:
GEORGIA MARKET HOUSE, LLC,

By: _____

Name: Tim D. Thornton

Title: General Partner

3/4/25
DATE

Lessee:
SHUSTER'S CANDY AND CREAMERY, LLC

By: _____

Name: Jonathan R. Shuster

Title: Member

3/4/2025
DATE

By: _____

Name: Tennille Shuster

Title: Member

3/4/2025
DATE

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

PERSONAL GUARANTEE OF LEASE

The undersigned, for **SHUSTER'S CANDY AND CREAMERY, LLC,** Lessee, agrees to guarantee the prompt and full discharge of all obligations and indebtedness to **GEORGIA MARKET HOUSE, LLC**, Lessor, or Lessor's assigns, under the Lease Agreement between Lessor and Lessee pertaining to the lease of 616 Poplar Street, Macon, GA 31201 and dated MARCH 1, 2025 (the "Lease"). When any obligation of Lessee under the Lease remains unperformed or indebtedness of Lessee under the Lease remains unpaid, the undersigned agrees to perform said obligation or pay said indebtedness within thirty (30) days of the date written notice is postmarked and mailed to the undersigned by certified mail, return receipt requested, at the last known address of the undersigned according to the files and records of Lessor.

In Witness Whereof, the undersigned has duly executed this instrument, this _____ day of _____, _____.

Jonathan Ross Shuster

Tennille Shuster

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

EXHIBIT "A"
Base Rental Payments

During the Initial Term, Lessee shall pay Lessor a monthly base rental payment as follows:

TIME PERIOD	MONTHLY BASE RENTAL PAYMENT (Excluding C.A.M)
1st & 2nd Months	-0-
3rd & 4th Months	$ 1,200.00
5th & 6th Months	$ 1,800.00
7th thru 31st Month	$ 2,400.00

During Renewal Term, if any, Lessee shall Lessor a monthly base rental payment as follows:

TIME PERIOD	MONTHLY BASE RENTAL PAYMENT
First Year	$ 2,448.00
Second Year	$ 2,497.00
Third Year	$ 2,547.00

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

EXHIBIT "B"
Lessee's Trade Fixtures and Personal Property

The following trade fixtures and personal property shall be considered the property of Lessee and, as such, shall be maintained and repaired at the discretion of Lessee, who shall retain ownership of such trade fixtures and personal property during and beyond the Term of this Lease, even in the event of its expiration or termination, regardless of the reason therefor.

- Ice cream dipping cabinets and dipping wells;
- Freezers and refrigerators;
- Tables and chairs;
- Removable tabletop appliances;
- Décor purchased for the specific use of Lessee's business; and,
- Lessee's inventory and supplies.

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

Agent Certification

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

Agent's Signature: _____ Date: 11/18/25

Business Name: Shuster's Candy & Creamery LLC

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

This _____ day of _____, 20____ .

_____ _____

Notary Public 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: 11/18/25
(If different from Agent)

Title: Co-owner

Business Name: Shuster's Candy & Creamery LLC

I hereby certify that Jonathan Shuster (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 18 day of November, 2025

Jasmine Barnes
Notary Public

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

04.06.2029
My Commission Expires

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

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'sknowledge.

Agent's Signature: _____ Date: July 15, 2025

Business Name: Shuster's Candy & Creamery

I hereby certify that Jonathan Shuster (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 15 day of July, 2025

Jasmine Curtis
NOTARY PUBLIC
BIBB COUNTY, GEORGIA
My Commission Expires 03/27/2028

_____
Notary Public

3/27/2028
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: 7/15/25
(If different from Agent)

Title: Co-owner

Business Name: Shuster's Candy & Creamery

I hereby certify that Tennille D. Shuster (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 15 day of July, 2025.

Jasmine Curtis
NOTARY PUBLIC
BIBB COUNTY, GEORGIA
My Commission Expires 03/27/2028

_____
Notary Public

3/27/2028
My Commission Expires

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Shuster's Candy & Creamery

Business Address: 616 Poplar St. Macon, GA 31211

***Instructions*:**

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

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

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

Definitions:

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

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

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

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

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☒ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☒ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

Applicant/Agent Signature

4/22/25
Date

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

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 accordancewith 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.

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

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: Shuster's Candy & Creamery

Business Address: 616 Poplar St Macon, GA 31201

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

Code Enforcement Department Designee _____ Date _____

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

Applicant/Agent Signature _____ Date 7/15/25

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

Signature	Jonathan Shuster Print Name	4/22/25 Date

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

Signature	Tennille Davis Shuster	11/18/25
	Print Name	Date

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

Alcohol License Questionnaire

Name of Business: Shuster's Candy & Creamery
Owner's Name: Jonathan + Tennille Shuster
Home Address: 1151 Oakcliff Rd
Macon, GA 31211

Business Address: 616 Poplar St.
Macon, GA 31201

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

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

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

Please circle one: ___ Relation, see below ___ (No Relation)

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

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

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

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

Signature	Print Name	Date
	Jonathan Shuster	4/22/25
	Tennille Shuster	4/22/25

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

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: Shuster's Candy & Creamery

Business Address: 616 Poplar St. Macon, GA 31211

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

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

Applicant/Agent Signature

4/22/25
Date

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

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 #

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Jonathan Shuster, Co-owner
2. Name of the subject of this Certificate, if different from the applicant:
Shuster's Candy & Creamery
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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

Jonathan Shuster
Print and Sign Name

Sworn to and subscribed before me this
15th day of July, 2025.

Jasmine Curtis
NOTARY PUBLIC
BIBB COUNTY, GEORGIA
My Commission Expires 03/27/2028

Notary Public
My Commission Expires: 3/27/2028

Rev. April 2022
See O-22-0011

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Tennille Shuster, Co-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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

_____

_____

_____

_____

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

Tennille Shuster - _____
Print and Sign Name

Sworn to and subscribed before me this
15 day of July, 20 25.

_____
Notary Public

Jasmine Curtis
NOTARY PUBLIC
BIBB COUNTY, GEORGIA
My Commission Expires 03/27/2028

My Commission Expires: 3/27/2028

Rev. April 2022
See O-22-0011

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Tim D. Thornton, G.P.
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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed. Thornton Realty Co., Inc.
Notnorth, LLLP

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.

Tim D. Thornton, G.P.
Print and Sign Name

Sworn to and subscribed before me this 17 day of July, 2020.

GA Market House, LLC

Notary Public

My Commission Expires:
Maribel Acevedo Velez
NOTARY PUBLIC
Bibb County, GEORGIA
My Commission Expires
02/21/2026

MARIBEL ACEVEDO VELEZ NOTARY PUBLIC BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

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: Jonathan Shuster & Tennille Shuster – Fingerprints completed 12.19.2025

Business Name: Shuster's Candy and Creamery LLC DBA Shuster's Candy & Creamery

Business Address: 616 Poplar St, Macon, GA 31201

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

Granted DocuSigned by: 1/17/2026
Sheriff, Macon-Bibb County, Georgia **Date**

Denied 1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

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

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

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

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

Docusign Envelope ID: C937124C-278F-4B21-A40C-D4C70D37B771

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 2/23/2026 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

Initial
SF
_____ Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: 893E0CA5-39EE-4BEC-99EB-166EADD78627

ADDED TO THE MARCH 17, 2026 PRE-COMMISSION MEETING

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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

☐ *Distilled Spirits Packaged to Go	$2,900	☐ *Malt Packaged to Go	$800	☐ Wine Packaged to Go	$700
☐ *Distilled Spirits C.O.P.	$2,900	☐ *Malt C.O.P	$800	☐ Wine *C.O.P.	$700
☐ *Distilled Spirits Wholesaler	$3,600	☐ *Malt Wholesaler	$1,000	☐ Wine Wholesaler	$800
☐ *Distilled Spirits Manufacturers	$4,300	☐ *Malt Manufacturer	$2,500	☐ Wine Manufacturer	$1,700
☐ Brewpub	$2,500	☐ Out-of-Town Wholesaler	$100	☐ Brown Bag	$0
☐ Malt Beverage Taproom	$2,500	☐ Cocktail Room	$2,500	☐ Alcohol Beverage Caterer	$600
				☐ Temporary Alcohol License	$100
*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 = Total $_____

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

Docusign Envelope ID: 893E0CA5-39EE-4BEC-99EB-166EADD78627

Select One:_____New Business _____Change of location _____Change of Business

BUSINESS

Federal Tax ID #: 853839659 State Tax ID #: 20299025658

Business Name: Ved Vraj AKshar LLC Corporate and Trade Name: Family Corner

Local Business Address: 4933 Sardis Church Rd. Macon. GA. 31216
(P.O. Box Not Allowed) City State Zip

Mailing Address: 4933 Sardis Church RD. Macon. GA. 31216
(City State Zip

Local Business Phone #: (478 259 3628 Email Address: Vrajpatel-08@yahoo.com

Contact Person: Manishkumar patel Contact Phone #: (478) 442 4450

AGENT

Agent's Name: Manishkumar patel Agent's Title: Owner

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

Home Address: 318 Angelina grace dr City: W.R State: GA Zip: 31088

Home Phone #: 478 442 4450 Email: Vrajpatel-08@yahoo.com

Mailing Address: 318 Angelina grace dr City: W.R State: GA Zip: 31088

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name:_____ Title: _____

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

Home Phone #:_____ Email: _____

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

Rev. 08/23

Docusign Envelope ID: 893E0CA5-39EE-4BEC-99EB-166EADD78627

Name-Based Criminal History Record Information Consent/Inquiry From

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

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

Full Name (Print):	Manish Kumar. B. Patel		
Address	318 Angelina grace. Dr. Warner Robins GA 31088		
Sex	Race	Date of Birth	Social Security Number
M	Asian	[redacted]	

This authorization is valid for _____ days from date of

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

MPatel 1-6-2026
Signature Date

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

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

Purpose Code used: (Check all that apply)

	Employment (E) - Provides Georgia Criminal History Record Information
	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
	Employment with Children (W) - Provides Georgia Criminal History Record Information
	Public Records (P)- Provides Georgia Felony Convictions Only
	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
	Civilian Criminal Justice (J)- State and III Info Received
	Sworn Criminal Justice Employment (Z) - State and III Info received

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

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

Agency Designee Signature and Title Date

Docusign Envelope ID: 893E0CA5-39EE-4BEC-99EB-166EADD78627

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

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

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

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

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

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

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

Business Name: Vedraj Akshar LLC / Family Corner

Printed Name of Applicant: manishkumar patel

*Signature of Applicant: M Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 24th DAY OF October, 2024.

C Smalls
NOTARY PUBLIC

June 26 2026
MY COMMISSION EXPIRES



Docusign Envelope ID: 893E0CA5-39EE-4BEC-99EB-166EADD78627

MEASUREMENT FORM

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

APPLICANT: **MANISHKUMAR PETAL**

PROPOSED LICENSE: **BEER AND WINE PACKAGED TO GO**

BUSINESS LOCATION: **4933 SARDIS CHURCH RD**

BUSINESS NAME: **Vedvraj Aksher, 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: 1/12/26

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

Docusign Envelope ID: 893E0CA5-39EE-4BEC-99EB-166EADD78627

APPLICATION FOR AFFIDAVIT

DATE: 1-8-2026

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

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: ____ PACKAGE SALE TO GO: ✓

BEER ____ BEER ✓

WINE ____ WINE ✓

MIXED DRINKS (Liquor) ____ ALCOHOLIC BEVERAGES (Liquor) ____

NAME OF BUSINESS: Vedvraj Akshar LLC

LOCATION OF BUSINESS: 4933 Sardis Church Rd MACON, GA 31216

PERSON APPLYING FOR AFFIDAVIT: MANISHKUMAR PATEL

TELEPHONE: 478 442 4450 / 706 877 1481

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

Vrajpatel_08@yahoo.com

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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

Veduraj Aksher
#4933 Sandy Church Road

5,850' — SCHOOL GROUND property line

Rutland High School

7,200' — SCHOOL BUILDING

Rutland High School

31,850' — COLLEGE CAMPUS property line

Middle GA State University

33,050' — ALCOHOLIC TREATMENT CENTER building

River Edge - Fulton Mill Road

12,050' — PUBLIC LIBRARY or BRANCH building

Charles A. Langford MD Library

21,050' — MACON-BIBB COUNTY HOUSING AUTHORITY property

Bloomfield Way

4,900' — CHURCH (building)

Church of God at Gateway
#6531 Skipper Road

4,550' — CHURCH GROUNDS

Church of God at Gateway

5,700' — M-B COUNTY RECREATION CENTER property

South Bibb Recreation Center

N/A — Vice Mart – Small Box Retail Store – Small Box Discount store (2500')

Applicant self-identifies as a:
"Gas Station"

OK!

Paul A. Horowitz
January 9, 2026

Docusign Envelope ID: 893E0CA5-39EE-4BEC-99EB-166EADD78627

McClatchy

t Gazette
The Belleville News-Democrat
Bellingham Herald
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The Modesto Bee
The Sun News - Myrtle Beach
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The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
	IPL0300811	Legal Ad - IPL0300811		1.0	30.0L

ATTENTION: Manishkumar Patel
4933 Sardis Church Rd
Macon, GA 31216
vrajpatel_08@yahoo.com

To Whom It May Concern:

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

2.0 insertion(s) published on:
12/24/25 Print, 12/31/25 Print

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Beer & Wine

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the December 31, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Vedvrajakshar LLC DBA/ Family Corner, 4933 Sardis Church Rd Macon GA 31216. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This December 24, 2025. Manishkumar Patel, Applicant
IPL0300811
Dec 24,31 2025

Print Tearsheet Link

Marketplace Link

Julie Ambry

DIGITALLY SIGNED

Julie Ambry

Russ Cage Davis

DIGITALLY SIGNED

Sworn to and subscribed before me on Dec 31, 2025, 11:03 AM EST

NOTARY PUBLIC STATE OF TEXAS
RUSS CAGE DAVIS
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 135512448
MY COMMISSION EXPIRES 4/24/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

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GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Beer & Wine

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This December 24, 2025. Manishkumar Patel, Applicant
IPL0300811
Dec 24,31 2025

Docusign Envelope ID: 893E0CA5-39EE-4BEC-99EB-166EADD78627

ZONING COMPLIANCE

PERMIT NO: ZC-2020-1421	**PERMIT TYPE:** PERMITTED USE	**DATE ISSUED:** 11/25/2020
PARCEL NO: L140-0188	**ZONING DISTRICT:** PDC	**NEW CONSTRUCTION:** N
NAME OF APPLICANT:	VEDVRAJ AKSHUR LLC DBA FAMILY CORNER MANISHKUMAR B PATEL	
PROPOSED USE:	CHANGE OF OWNERSHIP	
ADDRESS OF PROPOSED USE:	4933 SARDIS CHURCH RD, MACON, GA 31216	
PROPERTY OWNER'S NAME:	1080 GA HWY 96 STE 300 WARNER ROBINS,GA	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application to change the ownership of an existing c-store with fuel sales and alcohol packaged to go; No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area is utilized by amusement machines or their patrons; should it occupy more, than this, a conditional use for an amusement facility is required` because almost everyone of them installs them at some point. Likewise, standard verbiage for bars and nightclubs need s to include `no adult entertainment, as defined in Section 1.02[1.4] of the Comprehensive Land Development Resolution is authorized. Subject to requirements of Business Development Services and all applicable local, state, and f ederal regulations.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 11/25/2021

APPROVED BY: Butch Sementilli

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

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**Vedvraj Akshar LLC**	Control Number:	**20219608**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Owes Current Year AR**
NAICS Code:	**Retail Trade**	NAICS Sub Code:	**Gasoline Stations with Convenience Stores**
Principal Office Address:	**4933 Sardis Church Rd, Macon, GA, 31216, USA**	Date of Formation / Registration Date:	**11/6/2020**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2025**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Manishumar Patel**

Physical Address: **318 Angelina Grace Dr, Warner Robins, GA, 31088, USA**

County: **Houston**

Back Filing History Name History

Return to Business Search

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Report a Problem?

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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: Family Corner Name of Corporation: Vedvraj Akshar. LLC

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

Individual:

Name and Title: [redacted] Telephone Number: (478 442 4450

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

Residential Street Address: 318 Anguine grace dr. Warner Robins. GA 31088

Mailing Address: 318 Anguine grace dr. Warner Robins. GA. 31088

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
  - o General Partner holding____% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
  - o General Partner holding____% of all outstanding general partnership interests.
  - o Limited Partner holding____% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
  - o General Partner holding____% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
  - o General Partner holding____% of all outstanding general partnership interests.
  - o Limited Partner holding____% of all outstanding general partnership interests.
- ☑ Limited Liability Company (LLC)
  - o Managing Member, Total number of Managing Members: 1
  - o Member holdings 100% of all outstanding membership interests
- ☐ Privately Held Corp./Company
  - o Corporate Officer: Yes__No__
  - o Shareholder holding____% of all outstanding ownership interests.
- ☐ Publicly Traded Company
  - o Corporate Officer: Yes__No__
- ☐ Other
  - o Other person exercising operational authority over the entity: ____

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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: Manishkumar ~~Patel~~ Last Name: Patel

Home Address: 318 Angling grace dr City: Warner Robins State: GA Zip: 31088

Home Phone #: 478 442 2450 Email: Vrajpatel-08@yahoo.com

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

Mailing Address: 318 Angling grace dr City: Warner Robins State: GA Zip: 31088

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

CERTIFICATION

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

X Patel
Applicant's Signature

4-4-2025
Date

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

This 4th day of April, 20 25

C Smalls
NOTARY PUBLIC

STATE OF GEORGIA NOTARY PUBLIC
C SMALLS
Jones County
My Commission Expires
June 26, 2026

June 26, 2026
MY COMMISSION EXPIRES

Rev. 7/2021

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DW6BSQ7MPOCC6

Certificate of Completion

This is to certify that

Manishkumar Patel

has completed the training course

ALCOHOL AWARENESS COURSE - MACON-BIBB

Sunday, Dec 14 2025

Marshall Talley
Trainer

CHEERS HOSPITALITY COLLECTIVE
CRAFTING CONNECTIONS. ELEVATING EXPERIENCES.

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Manishkumar B Patel



AH000267

ALCOHOL HANDLER

EXP: 12/31/2026

Docusign Envelope ID: 893E0CA5-39EE-4BEC-99EB-166EADD78627

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT ("Lease") made effective as of this January 1, 2024, ("Effective Date"), by and between **Smart Signature Properties LLC**, a Georgia limited liability company, ("Landlord") and **Vedraj Akshar LLC,** a Georgia limited liability company ("Tenant").

W I T N E S S E T H:

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

1. Premises. Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the property and improvements located at 4933 Sardis Church Road, Macon GA 31216 (the "Premises"), together with the nonexclusive right to use any common areas of the Premises. Tenant shall have no right or claim in any part of the Premises other than the right to operate the gas station and convenience store operated thereon. Landlord shall retain all rents paid in regard to any signs located upon the Premises.

This Lease shall be deemed and construed to be a "triple net lease" and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder, except as otherwise expressly set forth in this Lease as an obligation or liability of Landlord. Further, it is the intention of Landlord and Tenant that the Rent herein specified shall be absolutely and unconditionally net of expenses and obligations required to be paid by Tenant under this Lease, including, without limitation, all expenses associated with the operation and maintenance of the Premises or the Landlord's Property (as herein defined).

2. Term of Lease. The Commencement Date of this Lease shall be the Effective Date of this Lease and ending on the day preceding the first (1st) anniversary of the Commencement Date at midnight, unless sooner terminated as hereinafter provided (hereinafter called "Term").

3. Option to Extend.

a. Should the Tenant be in compliance of all obligations hereunder, the Tenant shall have the option to extend the Term of the Lease ("Option to Extend the Lease") for an additional nine (9) years ("Extension Term") upon the payment of **TWO HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS ($250,000.00)** ("Extension Consideration") prior to December 1, 2024 ("Option Exercise Deadline"). Notwithstanding the foregoing, the Option Consideration (as defined below) shall be applied towards the Extension Consideration. Notwithstanding the foregoing, the balance of the Extension Consideration shall be due at the time of the exercise of the Tenant's Option to Extend the Lease prior to the Option Exercise Deadline. Failure to remit the Extension Consideration prior to the Option Exercise Deadline shall render the Tenant's Option to Extend the Lease null and void and Tenant shall promptly vacate the Premises upon expiration of the Term.

b. In consideration of the Tenant's Option to Extend the Lease as set forth in this Section, the Tenant shall deliver to Landlord option consideration in the amount of Fifty Thousand Dollars ($50,000.00) on Commencement Date hereof for the Option to Extend the Lease (the "Option Consideration"). The Option Consideration shall be non-refundable to Tenant in the event Tenant fails to exercise the Tenant's Option to Extend and, in such event, shall be considered "key money" for the right to enter into this Lease. The Tenant shall receive a credit for the Option Consideration towards the Extension Consideration, in the event the Tenant exercises the Tenant's Option to Extend the Lease.

4. Rent.

a. *Rent.* Tenant agrees to pay Landlord, without any prior demand therefore and without any deduction or set-off whatsoever, as fixed minimum rent ("Minimum Rent"), at the above address, or at any other address as designated by Landlord, promptly on the first (1st) day of each month in advance, Minimum Rent of **Nine Thousand and no/100 Dollars ($9,000.00)**. Should the Tenant exercise its option to extend the Term as

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IN WITNESS WHEREOF, the undersigned parties have hereto set their hands and seals as of the date first provided herein.

LANDLORD:
Smart Signature Properties LLC,
a Georgia limited liability Company

By: faruk patel
Name: Shabana Patel
Its: Manager

TENANT:
Vedraj AksharLLC,
a Georgia limited liability Company

By: MBPatel
Name: Manishkumar B Patel
Its: Member

Docusign Envelope ID: 893E0CA5-39EE-4BEC-99EB-166EADD78627

Agent Certification

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

Agent's Signature: M Patel Date: 4-4-2025

Business Name: Vedvraj Akshar. LLC (family corner)

I hereby certify that manishkumar 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 _____ day of _____, 20____.

_____ _____

NOTARY PUBLIC MY COMMISSION EXPIRES

Owner/Individual Certification

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

Individual/Owner's Signature: M Patel Date: 4-4-2025
(If different from Agent)

Title: Owner

Business Name: Vedvraj Akshar. LLC. (family corner)

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

This 4th day of April, 20 25

C Smalls June 26 2026

NOTARY PUBLIC MY COMMISSION EXPIRES

STATE OF GEORGIA NOTARY PUBLIC
C SMALLS
Jones County
My Commission Expires
June 26, 2026

Docusign Envelope ID: 893E0CA5-39EE-4BEC-99EB-166EADD78627

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Vedvrat AKshar. LLC / Family corner)

Business Address: 4933 Sardis Church Rd Macon GA 31216

***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; orphoto processing services; and that is licensed by the Georgia State Board of Pharmacy to operate apharmacy.

☐ **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: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. 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.

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☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

MBPatel
Applicant/Agent Signature

1-7-2025
Date

Docusign Envelope ID: 893E0CA5-39EE-4BEC-99EB-166EADD78627

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.

Docusign Envelope ID: 893E0CA5-39EE-4BEC-99EB-166EADD78627

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: Vedpraj AK Sher. LLC / Family Corner

Business Address: 4933 Sardis Church Rd MACON. GA. 31216

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

Code Enforcement Department Designee — Date: 1/15/2026

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

Applicant/Agent Signature — Date: 1-7-2026

Docusign Envelope ID: 893E0CA5-39EE-4BEC-99EB-166EADD78627

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

Signature	Print Name	Date
[signature]	manishkumar patel	1-7-2026

Alcohol License Questionnaire

Name of Business: Ved Vraj AKSher, LLC
Owner's Name: Manishkumar patel
Address: 4933 Sardis Church Rd Macon
GA. 31216

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**

Manishkumar patel
Printed Name of person completing form

MPatel
Signature of person completing form

4-4-2025
Date

Docusign Envelope ID: 893E0CA5-39EE-4BEC-99EB-166EADD78627

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: VedVrajAKShex.LLC (family Corner)

Business Address: 4933 Sardis Church RA MACON, GA 31216

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

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

Applicant/Agent Signature

4-4-2025
Date

Docusign Envelope ID: 893E0CA5-39EE-4BEC-99EB-166EADD78627

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 #

Docusign Envelope ID: 893E0CA5-39EE-4BEC-99EB-166EADD78627

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: manishkumar patel
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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

_____

_____

_____

_____

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

manishkumar patel
Print and Sign Name

Sworn to and subscribed before me this
4th day of April, 2025.

Notary Public
My commission expires: C SMALLS Jones County My Commission Expires June 26, 2026

Rev. April 2022
See O-22-0011

prop owner

Macon-Bibb County
Certificate of Good Standing

1.Name and Title of the applicant: Smart Signature Properties. LLC

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

_____

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

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

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

_____

_____

_____

_____

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

Smart Signature Properties. LLC

Print and Sign Name [signature] Farwell Patel.

Sworn to and subscribed before me this 4th day of April, 2025.

[signature]

Notary Public

My commission expires:

STATE OF GEORGIA NOTARY PUBLIC

C SMALLS
Jones County
My Commission Expires
June 26, 2026

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 893E0CA5-39EE-4BEC-99EB-166EADD78627

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: Manishkumar B Patel – Fingerprints Completed: 01.16.2026

Business Name: Vedvraj Akshar LLC DBA Family Corner

Business Address: 4933 Sardis Church Rd Macon GA 31216

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

Granted DocuSigned by: 1/21/2026
1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

Denied
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

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

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

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

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

Docusign Envelope ID: 893E0CA5-39EE-4BEC-99EB-166EADD78627

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 2/23/2026 (Date) DS SD (Initials)

Comments
After review, legal recommends approval.

Initials
Initial SF Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

Georgia Department of Revenue

Department of Revenue Alcohol License Application

DOR Alcohol License Application

Business Information

Business Name: OKD GROUP INC
Business Type: Corporation

Address Information

Location Address: 442 CHERRY ST MACON GA 31201-3321

Alcohol License Information

License Type: Retail
Start Date: 02-16-2026
Beer: Yes
Wine: Yes
Liquor: No
Airline or Railway Carrier: No
Local Jurisdiction Type: City
Local Jurisdiction: MACON
Arrest History: No

Local License / Fees	Fee Amount
Malt Consumed on Premises	$800.00
Wine Consumed on Premises	$700.00
	$1,500.00

Licensee Information

Licensee Type: Individual
Licensee Name: MANAPHANTHANONT, NAVAT

Additional Information

Primary NAICS: 722511 - Full-Service Restaurants
Secondary NAICS: 722513 - Limited-Service Restaurants
Incorporation Date: 7/24/2025

Officers	Officer or Responsible Party
MANAPHANTHANONT, NAVAT	Both

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

Introductory Text

All current Alcohol Licenses expire December 31.

There is no grace period.

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

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

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

Application Questions

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

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : No

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

Non-Profit Business : No

Required Attachments

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

You will need to complete and upload the supplemental packet. This can be found here

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

Alcohol Beverage Supplemental Packet:

Alcohol_Beverage_Supplemental_Packet to Submitted.pdf

Business Information

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

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

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

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

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

Business Name (DBA) : OKD Group Inc

Corporation Name : OKD Group Inc

Business Address : 442 Cherry St Unit A

City : Macon

State : GA

Zip : 31201

Mailing Address : 442 Cherry St Unit A

City : Macon

State : GA

Zip : 31201

Local Business Phone # : (442) 266-9344

Email : Thaismilemacon@gmail.com

Owner Name : Navat Manaphanthanont

Owner Phone # : (442) 266-9344

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

Agent Information

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : 28401206

Agent's First Name : Navat

Agent's Last Name : Manaphanthanont

Agent's Home Phone # : (442) 266-9344

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

Job Title : President

Agent's Home Address : 154 LAMAR ST

City : FOLKSTON

State : GA

Zip : 31537

Social Security Numbe [redacted]

License Fees

License Fees (ADD All that Apply)

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

License Fees:

License Fee : Malt Consumed on Premise - $800

License Fee : Wine Consumed on Premise - $700

Armed Security Personel

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

Yes/No : No

Certification and Attestation

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

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

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

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

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

Digital Signature

Your Name Here : Navat Manaphanthanont

Date

Today's Date : 01/06/2026

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

Name-Based Criminal History Record Information Consent/Inquiry From

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

US Mail ___ In-Person Pick-Up ___ Encrypted Email Address: THAISMILE949@GMAIL.COM

Full Name (Print):	Sakon Kimprathed		
Address	154 Lamar St., Folkston Georgia 31537		
Sex	Race	Date of Birth	Social Security Number
Male	Asian	[redacted]	

This authorization is valid for 365 days from date of signature.

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

Signature 01/07/2026
Date

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

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

Purpose Code used: (Check all that apply)

X	Employment (E) - Provides Georgia Criminal History Record Information
	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
	Employment with Children (W) - Provides Georgia Criminal History Record Information
	Public Records (P)- Provides Georgia Felony Convictions Only
	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
	Civilian Criminal Justice (J)- State and III Info Received
	Sworn Criminal Justice Employment (Z) - State and III Info received

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

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

Agency Designee Signature and Title Date

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

Name-Based Criminal History Record Information Consent/Inquiry From

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

.....via:

US Mail ___ In-Person Pick-Up ___ Encrypted Email Address: THAISMILEMACON@GMAIL.COM

Full Name (Print):	Navat Manaphanthanont		
Address	154 LAMAR STREET, FOLKSTON GEORGIA 31537		
Sex	Race	Date of Birth	Social Security Number
MALE	ASIAN	[redacted]	

This authorization is valid for 365 days from date of signature.

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

Navat Manaphanthanont — 01/07/2026

Signature — Date

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

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

Purpose Code used: (Check all that apply)

X	Employment (E) - Provides Georgia Criminal History Record Information
	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
	Employment with Children (W) - Provides Georgia Criminal History Record Information
	Public Records (P)- Provides Georgia Felony Convictions Only
	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
	Civilian Criminal Justice (J)- State and III Info Received
	Sworn Criminal Justice Employment (Z) - State and III Info received

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

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

Agency Designee Signature and Title — Date

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

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

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

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

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

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

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

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

Business Name: OKD Group Inc

Printed Name of Applicant: Sakon Kimprathed

*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 17 DAY OF December, 2025

Brandi Renea Floyd
NOTARY PUBLIC

September 26, 2027
MY COMMISSION EXPIRES

Rev. 9/2020

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

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

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

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

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

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

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

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

Business Name: OKD Group Inc

Printed Name of Applicant: Navat Manaphanthanont

*Signature of Applicant: Navat Manaphanthanont

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 11e DAY OF December, 2025

Brandi Renea Lloyd
NOTARY PUBLIC

September 26, 2027
MY COMMISSION EXPIRES



Rev. 9/2020

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

MEASUREMENT FORM

Retail Sales of Beer and Wine
Consumption on the premises
Includes Brewpubs
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT: **Navat Manaphanthanot**

PROPOSED LICENSE: **BEER and WINE ONLY CONSUMED ON PREMISES**

BUSINESS LOCATION: **442 Cherry St. Macon, GA**

BUSINESS NAME: **OKD Group**

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of the building housing a state or county owned and operated alcoholic treatment center or a housing authority property measured and found to be more than 300 ft.

__x__ Comply _____ Does not comply

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

Date: 1/2/26

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

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

APPLICATION FOR AFFIDAVIT

DATE: 12-17-2025

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

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: ✓

BEER ✓

WINE ✓

MIXED DRINKS (Liquor) _____

PACKAGE SALE TO GO: _____

BEER _____

WINE _____

ALCOHOLIC BEVERAGES (Liquor) _____

NAME OF BUSINESS: OKD Group

LOCATION OF BUSINESS: 442 Cherry St, Macon

PERSON APPLYING FOR AFFIDAVIT: Navat Manaphanthanat

TELEPHONE: 442-266-9341

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

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

OKD Group
#442 Cherry Street

3,850' — ALCOHOLIC TREATMENT CENTER property line
River Edge - Emery Hwy.

4,500' — MHA housing unit property line
1130 Oglethorpe St.

JWH

OK!

Paul J. Hornowski
December 29, 2025

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

McClatchy

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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
	IPL0300040	Legal Ad - IPL0300040		1.0	30.0L

ATTENTION: Navat Manaphanthanont
3925 Main St
Folkston, GA 31537
Thaismilemacon@gmail.com

To Whom It May Concern:

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

2.0 insertion(s) published on:
12/21/25 Print, 12/28/25 Print

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Beer & Wine (On-Premises Consumption)

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the December 28, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as OKD Group Inc, 442 Cherry St. Unit A, Macon Georgia 31201. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This December 21, 2025. Navat Manaphanthanont, Applicant
IPL0300040

Print Tearsheet Link

Marketplace Link

Sherry Chasteen

DIGITALLY SIGNED

Sherry Chasteen

Amanda Rodela

DIGITALLY SIGNED

Sworn to and subscribed before me on Dec 29, 2025, 10:12 AM EST

NOTARY PUBLIC STATE OF TEXAS
AMANDA RODELA
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 133111397
MY COMMISSION EXPIRES 4/15/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNIX

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Beer & Wine (On-Premises Consumption)

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This December 21, 2025. Naval Manaphanthanont, Applicant
IPL0300040
Dec 21,28 2025

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

ZONING COMPLIANCE

PERMIT NO: ZC-2025-2343	**PERMIT TYPE:** Limited Use	**DATE ISSUED:** 12/19/2025
PARCEL NO: R0730325	**ZONING DISTRICT:** CBD-1	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	Jerry Dubree OKD Group Inc	
PROPOSED USE:	New Business Application Thaismile Macon	
ADDRESS OF PROPOSED USE:	442 CHERRY ST	
PROPERTY OWNER'S NAME:	THEATRE MACON INC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate a Thai restaurant with alcohol consumed on premise in an existing multi-tenant commercial building. Permitted hours of operation shall be between 6:00 a.m. and 10:00 p.m. Additional hours of operation may be permitted pursuant to a conditional use permit. Amplified music may be permitted pursuant to a conditional use permit allowing the same. Adequate measures must be taken to protect the occupants of neighboring properties, especially in residential districts, from amplified music and other noise. This approval shall also grant interior renovations if necessary. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 12/19/2026

APPROVED BY: Butch Sementilli

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

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Control Number : 25149147

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

OKD Group Inc
a **Domestic Profit Corporation**

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number	: 30308272
Date Inc/Auth/Filed	: 07/24/2025
Jurisdiction	: Georgia
Print Date	: 01/06/2026
Form Number	: 211

Brad Raffensperger

Brad Raffensperger
Secretary of State

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

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: OKD Group Inc Name of Corporation: OKD Group Inc

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

Individual:

Name and Title: Sakon Kimprathed Telephone Number: (979) 665-1032

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

Residential Street Address: 154 Lamar St. Folkston , Georgia 31537

Mailing Address: 154 Lamar St. Folkston Georgia 31537

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

-] Sole Proprietorship
-] General Partnership
  - o General Partner holding____% of all outstanding general partnership interests.
-] Limited Partnership (LP)
  - o General Partner holding____% of all outstanding general partnership interests.
  - o Limited Partner holding____% of all outstanding general partnership interests.
-] Limited Liability Partnership (LLP)
  - o General Partner holding____% of all outstanding general partnership interests.
-] Limited Liability Limited Partnership (LLLP)
  - o General Partner holding____% of all outstanding general partnership interests.
  - o Limited Partner holding____% of all outstanding general partnership interests.
-] Limited Liability Company (LLC)
  - o Managing Member, Total number of Managing Members: _____
  - o Member holdings____% of all outstanding membership interests
- X Privately Held Corp./Company
  - o Corporate Officer: Yes x No___
  - o Shareholder holding 50 % of all outstanding ownership interests.
-] Publicly Traded Company
  - o Corporate Officer: Yes___No___
-] Other
  - o Other person exercising operational authority over the entity: _____

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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: OKD Group Inc Name of Corporation: OKD Group Inc

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

Individual:

Name and Title: Navat Manaphanthanont Telephone Number: (442) 266-9344

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

Residential Street Address: 154 Lamar St. Folkston , Georgia 31537

Mailing Address: 154 Lamar St. Folkston Georgia 31537

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

-] Sole Proprietorship
-] General Partnership
  - General Partner holding____% of all outstanding general partnership interests.
-] Limited Partnership (LP)
  - General Partner holding____% of all outstanding general partnership interests.
  - Limited Partner holding____% of all outstanding general partnership interests.
-] Limited Liability Partnership (LLP)
  - General Partner holding____% of all outstanding general partnership interests.
-] Limited Liability Limited Partnership (LLLP)
  - General Partner holding____% of all outstanding general partnership interests.
  - Limited Partner holding____% of all outstanding general partnership interests.
-] Limited Liability Company (LLC)
  - Managing Member, Total number of Managing Members: ____
  - Member holdings____% of all outstanding membership interests
- X Privately Held Corp./Company
  - Corporate Officer: Yes x No__
  - Shareholder holding 50 % of all outstanding ownership interests.
-] Publicly Traded Company
  - Corporate Officer: Yes__No__
-] Other
  - Other person exercising operational authority over the entity: _____

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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: Sakon Last Name: Kimprathed

Home Address: 154 Lamar St. City: Folkston State: GA Zip: 31537

Home Phone #: 912-227-2578 Email: sakonkim29@icloud.com

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

Mailing Address: 154 Lamar St. City: Folkston State: GA Zip: 31537

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

CERTIFICATION

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

Applicant's Signature

12-17-2025
Date

I hereby certify that Sakon Kimprathed 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 17 day of December, 2025

Brandi Renea Lloyd
NOTARY PUBLIC

BRANDI RENEA LLOYD NOTARY PUBLIC CHARLTON COUNTY, GEORGIA My Commission Expires 09-26-2027

September 26, 2027
MY COMMISSION EXPIRES

Rev. 7/2021

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F



Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,

Sherman Brown

Executive Vice President, National Restaurant Association Solutions

ID # 24360392

CARD # 28408118

ServSafe
National Restaurant Association

ServSafe Alcohol® CERTIFICATE

SAKON KIMPRATHED

NAME

12/17/2025

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

This certificate confirms completion of the **ServSafe Alcohol®** responsible alcohol service program.

Sherman Brown

Executive Vice President, National Restaurant Association Solutions

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In Alaska you must laminate your card for it to be valid.

NOTE: You can access your score and certification information anytime at

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at

or

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

Sakon Kimprathed



AH001704

ALCOHOL HANDLER

EXP: 12/31/2026

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

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: Navat Last Name: Manaphanthanont

Home Address: 154 Lamar St. City: Folkston State: GA Zip: 31537

Home Phone #: 912-227-2578 Email: nvgroup2015@gmail.com

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

Mailing Address: 154 Lamar St. City: Folkston State: GA Zip: 31537

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

CERTIFICATION

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

Navat Manaphanthanont
Applicant's Signature

12/18/2025
Date

I hereby certify that Navat Manaphanthanont 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 18 day of December, 2025

Brandi Renea Lloyd
NOTARY PUBLIC

BRANDI RENEA LLOYD NOTARY PUBLIC CHARLTON COUNTY, GEORGIA My Commission Expires 09-26-2027

September 26, 2027
MY COMMISSION EXPIRES

Rev. 7/2021

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F



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By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,

Sherman Brown

Executive Vice President, National Restaurant Association Solutions

ID # 24360387

CARD # 28401208

ServSafe

National Restaurant Association

ServSafe Alcohol® CERTIFICATE

NAVAT MANAPHANTHANONT

NAME

12/15/2025

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

This certificate confirms completion of the **ServSafe Alcohol®** responsible alcohol service program.

Sherman Brown

Executive Vice President, National Restaurant Association Solutions

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Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

Navat Manaphanthanont



AH001703

ALCOHOL HANDLER

EXP: 12/31/2026

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

Docusign Envelope ID: 5107E45E-1D7B-4D82-90B1-20D69F74D51D

COLDWELL BANKER COMMERCIAL
EBERHARDT & BARRY

Eberhardt & Barry, Inc.
COMMERCIAL REAL TORS
990 RIVERSIDE DRIVE. MACON, GEORGIA 31201
Post Office Box 6313. MACON, GEORGIA 31208
(478) 746-8171. FAX (478) 746-1362
Eberhardt & Barry, Inc. License Number H-1118
Stephanie Folsom License Number 209962

LEASE AGREEMENT

Macon, Bibb County, Georgia

THIS INDENTURE OF LEASE, Made and entered into this day of 7/26/2025 between **Theater Macon, Inc.** of the first part, hereinafter called Lessor, and **Suriyan Inc. d/b/a Thai Smile** of the other part, hereinafter called Lessee. (It is mutually agreed by the parties hereto, where either is mentioned herein, that same refers to their heirs, executors, administrators, successors, and assigns, who are bound as fully and completely by the covenants herein as the parties hereto.)

WITNESSETH:

1. PREMISES: The said Lessee has this day rented and leased from said Lessor the following described Premises: **A portion of all that of that tract or parcel of land being in the City of Macon, Bibb County, Georgia being as shown as parcel R073-0325 per Bibb County Tax Assessor, and being further described in a Deed of Record in Deed Book 2203, Page 77, Clerk's office, Bibb Superior Court and having improvements thereon, totaling approximately 1,300+/- square feet, as 442 Cherry Street Unit A according to the present system of numbering streets and buildings in Macon, Bibb County Georgia to be used for no other than restaurant.**

2. TERM: The Lease shall be for the term of **62 months** commencing on **August 1, 2025** and ending on the **September 30, 2030** unless sooner terminated as hereinafter provided.

3. RENTAL: Lessee agrees to **pay by ACH or online payment portal provided by Eberhardt & Barry Property Management, LLC.**, its successors, and assigns, Agents for Lessor, at its office on the first (1st) day of each rental month, in advance, a monthly rental of:

August 1, 2025 – September 30, 2025: Rent Free

October 1, 2025 – September 30, 2027 $1,733.33/month

October 1, 2027 – September 30, 2028: $ 1,785.33/ month

October 1, 2028 – September 30, 2029: $1,838.89/ month

October 1, 2029 – September 30, 2030: $1,894.06/ month

4. LATE FEE AND DISHONORED CHECKS: Upon the failure of Lessee to pay monthly rent when due, Lessee shall pay an amount equal to ten (10%) percent of the rent due as liquidated damages, not as a penalty, the parties recognizing the difficulty in precisely ascertaining the damages to Lessor in the event rent is not paid before the tenth (10th) of any month. If a rental check of the Lessee is returned due to insufficient funds, the Lessee shall pay $25.00 as liquidated damages, not as a penalty, the parties recognizing the difficulty in precisely ascertaining the damages in that event.

5. ADDITIONAL RENTAL: NA

Initial Lessor _____ Initial Lessee _____

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Docusign Envelope ID: 5107E45E-1D7B-4D82-90B1-20D69F74D51D

6. ACCEPTANCE OF PREMISES: Lessee accepts the Premises in its present condition and agrees to surrender said Premises at the expiration of this Lease in as good or better condition as when received, natural wear and tear expected.

7. REPAIRS BY LESSOR: Lessor shall not be required to make any repairs or improvements to Premises except to keep in good order the roof, all plumbing from the outside of the premises to the water meter and **all pipes above said ceiling that do not service said suite (Lessor shall repair building damage caused by water from the pipes excluding Lessee's personal property),** exterior walls (not including exterior windows), and abutting sidewalks; provided however that the cost of any such repairs required as a result of the negligence or willful act of Lessee, its customers, licenses, agents, servants or employees shall be borne by Lessee.

8. REPAIRS BY LESSEE: Lessee, at his sole cost and expense, whether the same be property of Lessor or Lessee, shall promptly repair and at all times maintain the leased Premises including heating and cooling units and systems in their entirety, store fixtures and equipment, electrical fixtures, equipment and electrical installation, plumbing, plumbing equipment and fixtures, including keeping all drains and pipes open and clear, all machinery and doors, and replace all broken glass including store front, plate, window, security or display glass.

9. RELEASE AND INDEMNITY: a) To the fullest extent permitted by law, Lessee shall indemnify, protect, and at Lessor's option, defend and save Lessor and Lessor's agents (including without limitation Eberhardt & Barry Inc. and Eberhardt & Barry Property Management, LLC), partners, members, managers, shareholders, officers, directors, employees, successors, and/or assigns and mortgagee, if any (collectively, "Lessor's Indemnities", which shall be inclusive of the officers, agents and employees of Eberhardt & Barry Inc. and Eberhardt & Barry Property Management, LLC harmless from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' fees, including in connection with loss of life, personal injury, bodily injury and/or damage to property, arising from or out of any occurrence in, upon or about the Premises due to Lessee's use occupancy, management or control of the Premises. b) To the fullest extent permitted by law, Lessor shall indemnify, protect, defend, and save Lessee and Lessee's agents, partners, members, managers, shareholders, officers, directors, employees, successors, and/or assigns (collectively, "Lessee's Indemnities") harmless from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' fees, in connection with loss of life, personal injury, bodily injury and/or damage to property, arising from or out of any occurrence in, upon or about the Premises due to the gross negligence or willful misconduct of Lessor. Lessee to provide Lessor with a certificate of insurance naming Lessor as additionally insured.

10. LIABILITY INSURANCE: Lessee shall maintain at its sole expense during the term hereof, a blanket liability insurance policy covering the Premises, which policy has limits of $500,000.00 for injury or death to any one person and $1,000,000.00 for injury and/or death to any number of persons in any one accident and property damage insurance in an amount of $50,000.00 in a company satisfactory to Lessor. Lessee shall also keep in force fire and extended coverage insurance for the full replacement value of Lessee's improvements and Lessee's property, including, but not limited to, inventory, trade fixtures, furnishings and other personal Property. Lessee agrees to add the Premises to any blanket policies and will cause such insurance policy, as to the Premises, **to name Lessor and Eberhardt & Barry Property Management, LLC as an additional insured** and to be written, if available, so as to provide that the insurer waives all right of recovery by way of subrogation against Lessor in connection with any loss or damage covered by the policy. In addition, Lessee shall keep in force workman's compensation or similar insurance to the extent required by law. **Lessee shall deliver said policy or certificate thereof to Lessor on or before August 1, 2025**. Should Lessee fail to obtain the insurance called for herein, Lessor, may, at its sole option, procure said insurance and pay the requisite premiums, in which event, Lessee shall pay all sums so expended to Lessor, as additional rent following invoice. Each insurer under the policies required hereunder shall give Lessor fifteen (15) days prior written notice before the policy or policies in question shall be altered or cancelled.

11. CASUALTY: In the event of the total destruction of the Premises by fire or other casualty, this Lease shall cease and come to an end and the Lessee shall be liable for rent only up to the time of such destruction. Should the Premises herein leased be partially damaged by fire or other casualty, at any time during the term hereof, the Lessee shall give immediate notice to the Lessor, who shall thereupon cause the same to be promptly repaired. A reduction of rent, proportionate to interference to occupancy shall be allowed the Lessee during the time necessary to restore said Premises or make the necessary repairs, as the case may be, but no reduction, however, shall be allowed for any interruption by reason of damage of repairs to adjoining or contiguous premises.

Initial Initial Initial

Initial Lessor _____ Initial Lessee _____

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Docusign Envelope ID: 5107E45E-1D7B-4D82-90B1-20D69F74D51D

12. LESSEE IMPROVEMENTS: All alterations, additions and improvements (except trade fixtures put in at the expense of the Lessee) shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Lease, however, the Lessee is to make no changes of any nature in the above-named Premises without first obtaining written consent from said Lessor or his agent. The Lessee also agrees to indemnify the Lessor against loss caused by any mechanic or materialman's lien against the property based on repairs, alterations or improvements undertaken by the Lessee.

13. COMPLIANCE WITH LAW, INSURANCE AND LEASE REQUIREMENTS: Lessee agrees not to leave the Premises herein leased unoccupied or vacant nor permit any act which would violate the fire insurance policy and to comply with and carry out all rules, order, and requirements, ordinances, and regulations of Federal, State, City and/or County governments. Lessee agrees that this is a NON-Smoking Property and will not smoke inside said Premises. Lessee agrees to a no pet policy and will not bring pets or animals into the Premises. Lessee agrees not to live at the Premises or to use a space heater, or toaster oven, inside said Premises.

14. UTILITIES AND TAXES: Lessee shall pay all bills for electricity, water, heat, gas, power, garbage collection, any other utility which may be incurred in the use of the Premises.

15. BANKRUPTCY: In the event bankruptcy or state insolvency proceedings should be filed against Lessee, his heirs or assigns, in any Federal or State Court, it shall give the right to said Lessor, his heirs or assigns, at their option to immediately declare this contract null and void, and to resume at once possession of the property. No receiver, Trustee, or other judicial officer shall ever have any right, title, or interest in the Lease or to the above described Premises by virtue of this contract.

16. WAIVER OF HOMESTEAD: Lessee hereby waives all right to the benefit of any and all homestead or exemption laws and conveys and assigns to Lessor or its assigns a sufficient amount of such homestead or exemption as may be allowed in the event of bankruptcy to pay all sums and damages owed hereunder by Lessee to Lessor, and Lessee hereby directs the trustee in bankruptcy to deliver to Lessor a sufficient amount of any property or money claimed as exempt to pay such amounts and damages in full.

17. DEFAULT AND REMEDIES:

A. Lessee shall be in default of this Lease if Lessee (1) shall fail to pay any rent on or before the due date (including any additional rental specified herein), or (2) shall make an assignment for the benefit of creditors, or (3) shall be adjudged as bankrupt by any court, voluntarily or involuntarily, or (4) have a receiver or trustee appointed to take charge of custody of all or any portion of Lessee's property, voluntarily or involuntarily, or (5) shall assign, mortgage or encumber this Lease or sublet the whole or any part of the demised Premises in violation of the terms of this Lease, or (6) shall vacate or fail to occupy the Premises for more than thirty (30) days, or (7) shall fail to perform or observe any other covenant, agreement, or requirement of this Lease not previously mentioned in this paragraph and such failure continues for 20 days after written notice is given by Lessor to Lessee. Upon Lessee's default, the Lessor shall at its option have the right to declare rental payments (including any additional rental) for the entire term of this Lease to be immediately due and payable and/or immediately repossess the Premises and remove therefrom Lessee, his agents, employees, servants, licensees, and other persons and any and all property, with or without legal process, and/or to relet the Premises for the account of Lessee, charging the Lessee for the difference between the rent specified in this Lease over the amount of rental that can be obtained through reasonable diligence by reletting and/or to declare this Lease void. No action taken by Landlord in the event of default shall relieve Lessee from the obligation to pay rent as specified in this Lease agreement. The parties agree that the damages allowing for the acceleration of rent are liquidated damages and are a reasonable pre-estimate of the damages suffered by the Lessor as a result of the Lessee's breach or default under this agreement. The parties also agree that the Premises are difficult to lease and, therefore, accelerated rent would reasonably be the damages Lessor would suffer as a result of Lessee's breach. The parties also agree that all damages set forth in this paragraph are not a penalty but are the measure of damages Lessor would reasonably incur as a result of Lessee's breach.

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

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

Initial Initial Initial Initial

Initial Lessor _____ Initial Lessee _____

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Docusign Envelope ID: 5107E45E-1D7B-4D82-90B1-20D69F74D51D

D. These rights of the Lessor are cumulative and are in addition to and not restrictive of any other rights under the law or in equity and failure on the part of Lessor to avail himself of these privileges at any particular time shall not constitute a waiver of these rights.

18. SIGNS: Lessee covenants that he will not paint, place or permit to be painted or placed any sign or other advertising device, bill, or billboard upon or about demised Premises, or any part thereof, without the prior written consent of Lessor or his agent.

19. LEASE NON-ASSIGNABLE: The Lessee shall not assign, mortgage, or pledge this Lease, nor sublet the whole or any part of the Premises for the whole or any part of said term, or place any Lessee upon said Premises without the consent of the Lessor or his agents, in writing. Should Lessee assign or sublease with Lessor's approval, Lessee shall pay an administration fee of One Thousand Dollars ($1,000.00).

20. ENTRY BY LANDLORD: Lessor may card premises "For Rent" or "For Sale" ninety days before the termination of this Lease. Lessor may enter the premises at reasonable hours; to exhibit the same to prospective purchasers or Lessees; to inspect Premises to see that Lessee is complying with all his obligations hereunder; and to make repairs required of Lessor under the terms hereof or repairs to Lessor's adjoining property.

21. NATURE OF LEASE: This contract shall create the relationship of Lessor and Lessee between Lessor and Lessee; no estate shall pass out of Lessor; Lessee has only a usufruct, not subject to levy and sale and not assignable by Lessee except by Lessor's consent.

22. HOLDING OVER: If Lessee remains in possession of the Premises after the expiration of the term hereof, with Lessor's acquiescence and without any distinct agreement of parties, Lessee shall become a Lessee from month to month at which time rent shall increase by One Hundred Percent (100%); and there shall be no renewal of this Lease by operation of law.

23. NOTICE: Whenever any notice, request, demand or rent payment is required or permitted under this Lease, the same shall be in writing and OR email and may either be served by email, and OR depositing the same postpaid in the United States Mail, to be sent, at the election of sender, by either first class or certified mail, and addressed as follows:

LESSOR:

Theater Macon, Inc

Attention: Eberhardt & Barry Property Management, LLC

Stephanie@cbcgeorgia.com

990 Riverside Drive Macon, GA 31201

LESSEE:
ThaiSmile Folkston
Attention Navat Manaphanthanont
Cell: Navat Manaphanthanont 442-266-9344
3925 Main Street
Folkston, GA 31537

Email: thaismile949@gmail.com

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

24. DISPOSSESSORY PRCEEDINGS: Lessee hereby appoints as his agent to receive the service of all dispossessory or distraint proceedings and notices thereunder, and all notices required under this Lease, the person in charge of said Premises at the time, or occupying the Premises; and if no person is in charge or occupying the same, then such service or notice may be made by attaching the same on the main entrance to

Initial Lessor _____ Initial Lessee _____

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

Docusign Envelope ID: 5107E45E-1D7B-4D82-90B1-20D69F74D51D

Premises. A copy of all notices under this Lease shall also be sent to Lessee's last known address, if different from Premises.

25. INABILITY TO DELIVER POSSESION: The Lessor shall not be responsible for damages of any kind resulting from failure to give possession, but the agreed rental shall abate during the time said Lessee is out of possession.

26. AGENCY AND AGENT'S COMPENSATION: This contract is solely between the Lessor and Lessee and the agent shall not be liable in any way, but it is agreed by all parties to this Lease agreement that Coldwell Banker Commercial Eberhardt & Barry, Inc. is hereby vested with an interest herein for its commission during the term hereof and any renewals hereof. Lessor's responsibility of payment of the commission and all renewals of this Lease agreement shall survive a transfer of ownership and entity name changes of Lessor and Lessee. Coldwell Banker Commercial Eberhardt & Barry, Inc its heirs, successors or assigns are to receive a commission to be paid by Lessor. Said commission shall be equal to $6,081.20 Half of the commission is due at the time the Lease is fully executed and half is due the earlier of the Lessee opening of business or the rent commencement date. Lessee shall have rent off-set rights in the event Lessor does not pay Coldwell Banker Commercial Eberhardt & Barry, Inc commission in full within thirty days of the due date as stated above. Renewal fees of this Lease agreement shall be equal to two percent of the gross term of the renewal term and is due at the time the Lease renewal is fully executed. Lessor agrees to pay Four Percent of the gross rent on all Lease expansions of said Lessee. The Four Percent is due to Coldwell Banker Commercial Eberhardt & Barry, Inc at the time the expansion agreement is fully executed.

The above stipulated rental shall be paid to **Eberhardt & Barry Property Management, LLC** its heirs, successors or assigns, as authorized agents at the address of 990 Riverside Drive Macon, GA 31201. Lessor agrees to pay Eberhardt & Barry Property Management, LLC six percent (6%) of the monthly rental for the term of the Lease and all extensions as a management fee for management services provided. Separate agreement outlines the duties and responsibilities of the management services.

Eberhardt & Barry, Inc. has represented the Lessor in this transaction, and is to be paid a commission by the Lessor. Eberhardt & Barry, Inc. has not represented the Lessee in this transaction. Coldwell Banker Commercial Eberhardt & Barry, Inc's licenses number is H-1118 and Stephanie Folsom with Coldwell Banker Commercial Eberhardt & Barry, license number is 209962. **The Summit Group Licensee Number 18131 and Adam Stead licensee number 440837 with The Summit Group has represented the Lessee and not the Lessor in this transaction. Coldwell Banker Commercial shall co-broker the commission of $6,081.20 50/50 with The Summit Group.**

27. PROPERTY TAXES, INSURANCE, AND ANNUAL BACKFLOW TEST: Lessor at Lessor's expense shall be responsible for the payment of the property taxes, building insurance, and annual backflow test.

28. ENTIRE AGREEMENT: This Lease contains the entire agreement between the parties. Any changes, additions or alterations must be in writing and made a part of this Lease in the form of an addendum signed by the parties hereto.

29. SPECIAL STIPULATIONS:

1. **Security Deposit:** Lessee shall write a check in the amount of $ 1,733.33 at the execution of said Lease agreement. Lessee shall be refunded the security deposit from the Lessor within two weeks of the expiration of said Lease term or any renewals thereof if Lessee is not in default of said Lease agreement and Lessee leaves said suite broom clean and in the same condition as the suite was at the commencement of said Lease agreement with the exception of normal wear and tear, and finally Lessee removals ALL signage from the windows, façade, and pylon. Should Lessee default and be evicted from said suite the security deposit will be forfeited.

2. **First Month's Rent:** Lessee shall pay October 2025's rent at the execution of said lease agreement.

3. **Free Rent:** Lessee shall have the month of August and September of 2025 rent free.

4. **Delivery of Suite by Lessor:** Lessor at Lessor's expense shall deliver said suite on the Commencement Date of said lease agreement with all lights, plumbing, and HVAC in good and normal working order.

Initial Lessor _____ Initial Lessee _____

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

Docusign Envelope ID: 5107E45E-1D7B-4D82-90B1-20D69F74D51D

5. **HVAC:** The Lessee's limit of liability for the maintenance and or repair of the HVAC systems shall be limited to One Thousand Dollars ($1,000.00) per occurrence so long as the Lessee purchases and maintains an HVAC Maintenance Service Agreement with **Condition Air at 478-200-2994** which provides for the regular servicing and cleaning of the HVAC system including and but limited to the replacement of filters and coil cleaning at least two times per lease year. All repairs that exceed $1,000, Lessee MUST obtain permission by email by Lessor's management company to proceed with the repair using **Condition Air**.

   The Lessee shall provide the Lessor or Lessor's management company a copy of the HVAC maintenance service agreement and dates the HVAC has been serviced immediately following the request of Lessor or Lessor's management company.

   If the Lessee does not meet all the above outlined requirements, then the Lessee shall be solely responsible for the expense of all maintenance repairs and or replacement of the HVAC systems in its entirety and the Lessor shall have no financial responsibility to provide any repair, maintenance and or replacement of the HVAC at any time whether the cost exceeds the One Thousand Dollars ($1,000.00) per occurrence limit or not.

6. **Basement:** The Basement is to be used ONLY for cleaning and service of the grease trap and hot water heater. The basement is NOT to be used for storage of any kind. The basement is not being leased to Lessee.

7. **Kitchen Equipment**: All existing kitchen equipment within the premises is included in said lease. All kitchen equipment is "AS IS". The Lessor is not responsible for the repairs or maintenance to the kitchen equipment including the hood and grease trap. At the expiration of the lease agreement, Lessee agrees to leave the hood, grease trap, and sinks in working condition. Lessee may remove at Lessee's expense any other piece of kitchen equipment if it is not working or not needed for Lessees business use.

8. **Lessee Improvements:** Lessee at Lessee's expense may paint said walls a neutral color and install two non-structural partition walls. Lessee must remove the two non-structural partition walls at the expiration of said lease term.

9. **Options to Renew:** Subject to Lessee not being in default and giving Lessor a 90 day written notice, Lessee may have two 5 year options to extend said lease agreement with all terms and conditions remaining the same with the exception of rent which shall have annual escalations of three percent (3%).

10. **Personal Guaranty:** Attached as Exhibit "A" is a personal guaranty made a part of this lease agreement by reference.

Signatures are on the following page.

Initial Lessor Initial Initial Lessee Initial Initial

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

Docusign Envelope ID: 5107E45E-1D7B-4D82-90B1-20D69F74D51D

IN WITNESS WHEREOF: We have hereunto set our hands and seals, this day and year above written.

Lessee: Signed by:

By: Navat Manaphanthanont
DFAAF25035CD4BB...

Name: Navat Manaphanthanont

Title: CEO

Date: 7/25/2025

Lessee: Signed by:

By: [signature]
6A2768F4DE37414...

Name: Sakon Kimprathed

Title: CFO

Date: 7/25/2025

Lessor: Signed by:

By: Richard Frazier-Sostillio
68C62BB78327427...

Name: Richard Frazier-Sostillio

Title: Artistic Director

Date: 7/26/2025

Coldwell Banker Commercial Eberhardt & Barry, Inc:

By: Stephanie Folsom
FAE60163G702445...

Name: Stephanie Folsom

Date: 7/25/2025

The Summit Group:

By: [signature]
70D94CFEEC73459...

Name: Adam Stead

Date: 7/25/2025

Initial Lessor RZ Initial Lessee NM SK

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

Docusign Envelope ID: 5107E45E-1D7B-4D82-90B1-20D69F74D51D

Exhibit A
COMMERCIAL LEASE GUARANTY

FOR VALUE RECEIVED and in consideration of the mutual covenants set forth herein and other good and valuable consideration, and as an inducement to **Theater Macon, Inc** ("Lessor") to enter into a lease agreement with **Suriyan Inc. d/b/a Thai Smile** ("Lessee") having a commencement date of **August 1, 2025** for the property **located at 442 Cherry Street Suite A Macon, GA** ("Lease"), attached hereto and incorporated herein, the undersigned **Navat Manaphanthanont** and **Sakon Kimprathed** hereby collectively enters into this Guaranty on _____.

1. **GUARANTY.** Guarantor hereby absolutely and unconditionally guarantees to Lessor, its successors and assigns the prompt and full payment of all rent and other payments to be made by Lessee under the Lease, and the full performance and observance by Lessee of all the other terms, covenants, conditions to be performed and observed by Lessee, for which Guarantor shall be jointly and severally liable with Lessee. Guarantor hereby waives any notice of non-observance, or proof of notice or demand. Guarantor agrees that in the event of a default by Lessee under the Lease, Lessor may proceed against the Guarantor before, after or simultaneously with proceeding against Lessee.

2. **NO TERMINATION.** This Guaranty shall not be terminated, affected or impaired in any manner by reason of: (1) the assertion by Lessor against Lessee of any of the rights or remedies reserved to Lessor pursuant to the provisions of the Lease; (2) the commencement of summary or other proceedings against Lessee; (3) the failure of Lessor to enforce any of its rights against Lessee; or (4) the granting by Lessor of any extensions of time to Lessee.

3. **GENERAL PROVISIONS.**

A. Guarantor further covenants and agrees that: (1) Guarantor shall be bound by all the provisions, terms, conditions, restrictions and limitations contained in the Lease which are to be observed or performed by Lessee thereunder, the same as if Guarantor were named therein as Lessee; and (2) this Guaranty shall be absolute and unconditional and shall be in full force and effect with respect to any amendment, addition, assignment, sublease, transfer or other modification of the Lease, whether or not Guarantor shall have knowledge of , shall have been notified of or has agreed or consented to the same, provided, however, that notwithstanding any provision to the contrary contained in such amendment, addition, assignment, sublease, transfer or other modification, the financial obligations of Guarantor to pay rent and make other payments shall not be increased beyond the amounts specified in the Lease without the written consent of Guarantor.

B. If Lessor at any time is compelled to take action, by legal proceedings or otherwise, to enforce or compel compliance with the terms of this Guaranty, the undersigned shall, in addition to any other rights or remedies to which Lessor may be entitled hereunder or as a matter of law or in equity, pay to Lessor all costs, including reasonable attorney's fees, incurred or expended by Lessor in connection therewith.

C. In the event the Lease is disaffirmed by a Trustee in bankruptcy for Lessee, Guarantor agrees that it shall, at the election of Lessor, either assume the Lease and perform all of the covenants, terms and conditions of Lessee thereunder or enter into a new lease, which said new lease shall be in form and substance identical to the Lease.

D. All duties and obligations of "Guarantor" pursuant to this Guaranty shall be binding upon the successors and assigns of the undersigned.

E. This Guaranty shall be governed by and construed in accordance with the laws of the State of Georgia.

F. Guarantor agrees that, to the extent that Lessee makes a payment or payments to Lessor or Lessor receives any proceeds of collateral, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or otherwise are required to be repaid to Lessee, its estate, trustee, receiver or any other party, including, without limitation, under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligations of Lessee or part thereof which has been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred. Guarantor shall defend and indemnify Lessor of and from any claim or loss under this

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

Docusign Envelope ID: 5107E45E-1D7B-4D82-90B1-20D69F74D51D

subparagraph, including Lessor's legal fees and expenses and other expenses in the defense of any such action or suit.

G. Guarantor waives and shall have no right of subrogation, indemnification, reimbursement or exoneration with respect to the liabilities of Lessee under the Lease or any rights of contribution from any other Guarantors of such liabilities.

4. **TIME OF ESSENCE.** Time is of the essence of this Guaranty.

5. **ENTIRE AGREEMENT.** This Guaranty and any attached addenda constitute the entire Guaranty and no oral statement or amendment not reduced to writing and signed by Guarantor shall be enforceable.

6. **SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any exhibit or preceding paragraph, shall control.

IN WITNESS WHEREOF, Guarantor has hereto set its hand and seal the day and year first written above.

Guarantor: Narat Manaphanthanont

Name: Narat Manaphanthanont
DFAAF25035GD4BB...

Home Address: 154 Lamar St, Folkston GA 31537

Driver Licens[redacted]

Date of Birth[redacted]

Date: 7/25/2025

Guarantor: Sakon Kimprathed

Name:
6A2768F4DE37414...

Home Address: 154 Lamar st Folkston ga 31537

Driver Licer[redacted]

Date of Birt[redacted]

Date: 7/25/2025

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AMENDMENT ONE TO LEASE AGREEMENT BETWEEN
THEATRE MACON, INC. – LESSOR
AND
SURIYAN, INC. – LESSEE

Demised Premises Leased: 442 Cherry St., Unit A, Macon GA 31201

WHEREAS, all capitalized items used in this Amendment One shall have the same meanings as are set forth in the Lease Agreement dated July 26, 2025 unless otherwise specifically indicated.

WITNESSETH

1. Said Lease Agreement shall be assigned to OKD Group, Inc., a Georgia Domestic Profit Corporation. The assignment will take effect on the date that Amendment One is fully executed by all parties.

2. OKD Group, Inc., agrees to immediately supply Lessor's Property Manager a Certificate of Insurance Policy in the name of OKD Group, Inc. Said Certificate of Insurance shall name Lessor and Eberhardt & Barry Property Management LLC as Additional Insured.

3. Suriyan, Inc., agrees to formally release the security deposit paid as part of said Lease Agreement to OKD Group, Inc. OKD Group, Inc., shall now serve as the security deposit holder for this lease.

4. The Commercial Lease Guarantee, attached to said Lease Agreement as Exhibit A, shall remain in full force and effect. This lease assignment shall not alter or nullify the Commercial Lease Guarantee.

5. Except as amended herein, all other terms and conditions of the Lease Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF: The Lessor and Lessee, by their duly authorized representatives, have executed this Amendment One as of the date set forth above.

LESSOR: Theatre Macon, Inc.

By: Signed by: Richard Frazier-Sostillio

Name: Richard Frazier-Sostillio

Title: Artistic Director

Date: 8/6/2025

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

Docusign Envelope ID: D09ACF22-21C9-4D27-BD8E-F874C4E2FB1F

LESSEE: Suriyan, Inc.

Signed by:
By: Navat Manaphanthanont
DFAAF25035CD4BB...

Name: Navat Manaphanthanont

Title: CEO

Date: 8/5/2025

LESSEE: Suriyan, Inc.

Signed by:
By: [signature]
0A2708F4DE37414...

Name: Sakon Kimprathed

Title: CFO

Date: 8/6/2025

LESSEE: OKD Group, Inc.

Signed by:
By: Navat Manaphanthanont
DFAAF25035CD4BB...

Name: Navat Manaphanthanont

Title: CEO

Date: 8/5/2025

LESSEE: OKD Group, Inc.

Signed by:
By: [signature]
0A2708F4DE37414...

Name: Sakon Kimprathed

Title: CFO

Date: 8/6/2025

Eberhardt & Barry Property Management, LLC
License #H64922

DocuSigned by:
Stephanie Folsom 8/6/2025
EAE60163C782445...

Stephanie M. Folsom Date
License #209962

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

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: Navat Manaphanthanont Date: 12/18/2025

Business Name: OKD Group Inc

I hereby certify that Navat Manaphanthanont (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 18 day of December 2025.

Brandi Renea Lloyd

NOTARY PUBLIC

BRANDI RENEA LLOYD NOTARY PUBLIC CHARLTON COUNTY, GEORGIA My Commission Expires 09-26-2027

September 26, 2027

MY COMMISSION EXPIRES

Owner/Individual Certification

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

Individual/Owner's Signature: Navat Manaphanthanont Date: 12/18/2025
(If different from Agent)

Title: President

Business Name: OKD Group Inc

I hereby certify that Navat Manaphanthanont (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 18 day of December 2025.

Brandi Renea Lloyd

NOTARY PUBLIC

BRANDI RENEA LLOYD NOTARY PUBLIC CHARLTON COUNTY, GEORGIA My Commission Expires 09-26-2027

September 26, 2027

MY COMMISSION EXPIRES

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: OKD Group Inc

Business Address: 442 Cherry St. Unit A, Macon GA 31201

Instructions:

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

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

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

Definitions:

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

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

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

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

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package togo.

☒ **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.

Naut Mongkhthanant
Applicant/Agent Signature

01/05/2026
Date

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SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470 to schedulean 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.

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

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: OKD Group Inc

Business Address: 442 Cherry St. Unit A, Macon GA 31201

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

Code Enforcement Department Designee

Date

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

Navat Mongkanthanont

Applicant/Agent Signature

01/05/2026

Date

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

Signature	Print Name	Date
	Sakon Kimprathed	01/05/28

Rev. 9/2020

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

Signature	Print Name	Date
Navat Manaphanthanont	Navat Manaphanthanont	01/05/2026

Rev. 9/2020

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

Alcohol License Questionnaire

Name of Business: OKD Group Inc
Owner's Name: Navat Manaphanthanont
Address: 442 Cherry St. Unit A, Macon GA 31201

1. Do you own or are you leasing your business location? Own X 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 X No Relation

4. If you are leasing the building, will your landlord be involved in the day to day business operations? Yes X N

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 X No

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

7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? X Yes N

Navat Manaphanthanont — Printed Name of Person Completing Form

Navat Manaphanthanont — Signature of Person Completing Form

01/05/2026
Date

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

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: OKD Group Inc

Business Address: 442 Cherry St. Unit A, Macon GA 31201

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

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

Noot Mongkuthanart
Applicant/Agent Signature

01/05/2026
Date

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

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 #

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Sakon Kimprathed - Vice President
2. Name of the subject of this Certificate, if different from the applicant:
   Same as 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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

   Navat Manaphanthanont - 50% direct ownership interest

   Sakon Kimprathed - 50% direct ownership interest

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.

Sakon Kimprathed — Sakon Kimprathed
Print and Sign Name

Sworn to and subscribed before me this
17 day of December, 2025.

Brandi Renea Lloyd
Notary Public
My commission expires: September 26, 2027

BRANDI RENEA LLOYD NOTARY PUBLIC CHARLTON COUNTY, GEORGIA My Commission Expires 09-26-2027

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Navat Manaphanthanont - President

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

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

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

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

Navat Manaphanthanont - 50% direct ownership interest

Sakon Kimprathed - 50% direct ownership interest

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.

Navat Manaphanthanont Navat Manaphanthanont
Print and Sign Name Navat Manaphanthanont

Sworn to and subscribed before me this
18 day of December, 2025
Brandi Renea Lloyd
Notary Public
My commission expires: September 26.2027

BRANDI RENEA LLOYD NOTARY PUBLIC CHARLTON COUNTY, GEORGIA My Commission Expires 09-26-2027

Rev. April 2022
See O-22-0011

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Business Owner: Theatre Macon, Inc.
2. Name of the subject of this Certificate, if different from the applicant:
OKD Group, Inc.
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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

Richard Frazier Roll Jr. 2.
Print and Sign Name

Sworn to and subscribed before me this
12th day of January, 20 26.

Elizabeth Mary Stevens
Notary Public
My Commission Expires: 3-6-2028

Elizabeth Mary Stevens
NOTARY PUBLIC
BIBB COUNTY, GEORGIA
My Commission Expires 03/06/2028

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

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: Navat Manaphanthanont – Fingerprints Completed: 01.13.2026

Business Name: OKD Group Inc

Business Address: 442 Cherry St Unit A Macon GA 31201

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

Granted DocuSigned by: 1/17/2026
Sheriff, Macon-Bibb County, Georgia **Date**
1C561778CDEE414...

Denied _____
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

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

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

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

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

Docusign Envelope ID: 034AA1E3-4F8C-4F07-9C69-019B61DB328F

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 2/23/2026 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

Initial
SF
_____ Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

ADDED TO THE MARCH 17, 2026 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	Alcohol Beverage Caterer	$600
* Sunday Sales	$300	Brown Bag	$0	Temporary Alcohol License	$100
____ Please check here if you are applying for a Business Continuation License. Business Continuation License is **25% of applicable fees.**					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

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

$ _____ 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 good standing.
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 Reporter 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.12/24

Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

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

Alcoholic Beverage License Renewal Application

Business Name: BP Food Mart **Corporate and Trade Name:** BP 5594 LLC

Local Business Address: 5594 Houston RD, Macon, GA 31216
(P.O. Box Not Allowed) City State Zip

Mailing Address: 5594 Houston RD, Macon, GA 31216
City State Zip

Local Business Phone #: (478) 718-4080 **Email Address:** BPHouston5594@gmail.com

Contact Person: Sunita Solanki **Contact Phone #:** (478) 718-4080

AGENT INFORMATION

Agent's Name: Sunita Solanki **Job Title:** owner

Agent's Home Address: 6687 Skipper RD APT-112 **City:** Macon **State:** GA **Zip:** 31216

Agent's Home Phone: (478) 718-4080 **Social Security #:** 339-96-0756

LICENSE FEES (Check All That Apply)

*Distilled Spirits Packaged to Go	$2,900	✓ *Malt Packaged to Go	$800	✓ Wine Packaged to Go	$700
*Distilled Spirits C.O.P.	$2,900	*Malt C.O.P.	$800	Wine *C.O.P.	$700
*Distilled Spirits Wholesaler	$3,600	*Malt Wholesaler	$1,000	Wine Wholesaler	$800
*Distilled Spirits Manufacturers	$4,300	*Malt Manufacturer	$2,500	Wine Manufacturer	$1,700
Brewpub	$2,500	Out-of-Town Wholesaler	$100	Brown Bag	$0
Alcohol Beverage Caterer	$600	Sunday Sales	$300		

*Distilled Spirits (Liquor) *Malt (Beer) *C.O.P (Consumed on Premise)

The undersigned hereby certifies that the information contained in this application is true and correct. The undersigned further agrees to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understands that they may be held personally responsible for violations of the Macon-Bibb County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

Agent's Signature: Sunita Solanki Date: 2-4-26

Sworn to and subscribed before me
This 4th day Feb of 2026.

TIMOTHY HARRIS NOTARY PUBLIC GEORGIA EXPIRES JUNE 20, 2029 BIBB COUNTY

Notary Public

June 20, 2029
My Commission Expires

Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

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

BUSINESS

Federal Tax ID #: 39-5058964 State Tax ID#: 203111388774

Business Name: BP Food Mart Corporate and Trade Name: BP 5594 LLC

Local Business Address: 5594 Houston RD, Macon, GA 31216
(P.O. Box Not Allowed) City State Zip

Mailing Address: 5594 Houston RD, Macon, GA 31216
Street Address (City State Zip)

Local Business Phone #: 478-718-4080 Email Address: BPHouston5594@gmail.com

Contact Person: Sunita Solanki Contact Phone #: 478-718-4080

AGENT

Agent's Name: Sunita Solanki Agent's Title: Agent

Date of Birth: [redacted] Social SecurityNumber [redacted]

Home Address: 6687 Skipper RD Apt 804 City: Macon State: GA Zip: 31216

Home Phone #: 757-559-8392 Email: BPHouston5594@gmail.com

Mailing Address: 6687 Skipper RD Apt 804 City: Macon State: GA Zip: 31216

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. 12/24

Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

Name-Based Criminal History Record Information Consent/Inquiry From

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

.....via:

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

Full Name (Print):	Sunita Solanki		
Address	5594 Houston RD, Macon, GA 31216		
Sex	Race	Date of Birth	Social Security Number
Female	ASIAN	[redacted]	

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

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

Sunita Solanki — Signature
12-9-25 — Date

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

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

Purpose Code used: (Check all that apply)

	Employment (E) - Provides Georgia Criminal History Record Information
	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
	Employment with Children (W) - Provides Georgia Criminal History Record Information
	Public Records (P)- Provides Georgia Felony Convictions Only
	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
	Civilian Criminal Justice (J)- State and III Info Received
	Sworn Criminal Justice Employment (Z) - State and III Info received

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

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

_____ — Agency Designee Signature and Title
_____ — Date

Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

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

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

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

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

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

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

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

Business Name: BP FOOD MART

Printed Name of Applicant: Sunita Solanki

*Signature of Applicant: Sunita Solanki

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 4th DAY OF Feb, 20 24.

NOTARY PUBLIC

June 20, 2029
MY COMMISSION EXPIRES



Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

MEASUREMENT FORM

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

APPLICANT: **Sunika Solanki**

PROPOSED LICENSE: **BEER AND WINE PACKAGED TO GO**

BUSINESS LOCATION: **5549 Houston Rd, MACON, GA**

BUSINESS NAME: **BP FOOD MART**

To Be Completed by County Engineer

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

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

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

_____Not Applicable

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

___ ____Comply _____Does Not Comply __X__Not Applicable

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

Date: 1/12/26

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

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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

BP Food Mart
#5594 Houston Road

9,700' — SCHOOL GROUND property line

Heard Elementary

10,400' — SCHOOL BUILDING

Heard Elementary

22,100' — COLLEGE CAMPUS property line

Central Georgia Technical College JWH

31.800' — ALCOHOLIC TREATMENT CENTER building

River Edge - Fulton Mill Road OK

9,650' — PUBLIC LIBRARY or BRANCH building

Langford Library

14,900' — MACON-BIBB COUNTY HOUSING AUTHORITY property

Paul J. Hornowski
December 15, 2025

Bloomfield Way

1,150' — CHURCH (building)

Victory Baptist Church

1,000' — CHURCH GROUNDS

Victory Baptist Church

14,100' — M-B COUNTY RECREATION CENTER property

Bloomfield - Gilead Recreation Center

N/A — Vice Mart – Small Box Retail Store – Small Box Discount store (2500')

Applicant self-identifies as a:
"Gas Station"

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McClatchy

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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
	IPL0294529	Legal Ad - IPL0294529		1.0	28.0L

ATTENTION: jaimin patel
3642 houston rd
nacon, GA 31216

To Whom It May Concern:

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

2.0 insertion(s) published on:
11/28/25 Digital, 12/05/25 Digital

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Alcohol and wine togo

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the November 28, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as BP Food mart, 5594 Houston rd, Macon, ga 31216. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

Sunita solanki , Applicant
PL0294529
Nov 28,Dec 5 2025

Print Tearsheet Link

Marketplace Link

Amy Robbins

DIGITALLY SIGNED

Amy Robbins

Sherry J Chasteen

DIGITALLY SIGNED

Sworn to and subscribed before me on Dec 5, 2025, 9:00 AM EST

NOTARY PUBLIC STATE OF TEXAS
SHERRY J CHASTEEN
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 125328493
MY COMMISSION EXPIRES 4/16/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX

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Macon-Bibb County Planning & Zoning Commission | MBPZ.ORG

ZONING COMPLIANCE

PERMIT NO: ZC-2025-3271	PERMIT TYPE: Permitted Use	DATE ISSUED: 01/07/2026
PARCEL NO: O1200371	ZONING DISTRICT:	NEW CONSTRUCTION: No
NAME OF APPLICANT:	sunita solanki	
	BP Food Mart	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	5594 HOUSTON RD	
PROPERTY OWNER'S NAME:	SUPRA HOLDINGS LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and documents on file, approval is granted to change the ownership of an existing business to allow a fueling center with alcohol packaged to go. This approval shall also grant interior renovations if necessary. No more than six (6) amusement or gaming machines are authorized by this approval and the floor area as utilized by these machines or their patrons shall be less than thirty (30) percent of the gross floor area of the establishment; should the machines and their patrons occupy more than this or should there be more than six (6) machines, a separate application for an amusement facility/indoor recreation facility is required. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 01/07/2027

APPROVED BY: Butch Sementilli

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

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206

GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**BP 5594 LLC**	Control Number:	**25208345**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Owes Current Year AR**
NAICS Code:	**Any legal purpose**	NAICS Sub Code:	
Principal Office Address:	**5594 HOUSTON RD, MACON, GA, 31216, USA**	Date of Formation / Registration Date:	**10/24/2025**
State of Formation:	**Georgia**	Last Annual Registration Year:	**NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name: **SUNITA SOLANKI**

Physical Address: **6687 SKIPPER RD, APT 112, MACON, GA, 31216, USA**

County: **Bibb**

Back | Filing History | Name History

Return to Business Search

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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: BP Food Mart Name of Corporation: BP 5594 LLC

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

Individual:

Name and Title: Sunita Solanki owner Telephone Number: 757-559-8392

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

Residential Street Address: 6687 Skippper RD #804, Macon, GA 31216

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

Mailing Address: 6687 Skippper RD #804, Macon, GA 31216

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership
- General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☑ Limited Liability Company (LLC)
- Managing Member, Total number of Managing Member(s): _____
- Member holdings 100 % of all outstanding membership interests.

☐ Privately Held Corp./Company
- Corporate Officer: Yes ___ No ___

☐ Other
- Other person exercising operational authority over the entity: _____

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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: Sunita Last Name: Solanki

Home Address: 6687 Skipper Rd APT-112 City: MACON State: GA Zip: 31216

Home Phone #: 478-262-9993 Email: AKSHAR1972LLC@gmail.com

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

Mailing Address: 6687 Skipper Rd APT-112 City: MACON State: GA Zip: 31216

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

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

Current Color photograph of applicant.

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

CERTIFICATION

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

Sunita Solanki — Applicant's Signature

10/31/2025 — Date

I hereby certify that _____ 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 31 day of October, 2025.

JSpeck — Notary Public

J SPECK NOTARY PUBLIC MY COMMISSION EXPIRES 04/11/2029 HOUSTON COUNTY, GEO

4.11.29 — My Commission Expires

Rev. 7/2021

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Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

SUNITA SOLANKI

Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-12-20

Serial No.

cert_mksmlzv1

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Sunita Sulanki



AH000114

ALCOHOL HANDLER

EXP: 12/31/2026

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COMMERCIAL REAL ESTATE LEASE CONTRACT

THIS COMMERCIAL REAL ESTATE LEASE CONTRACT (hereinafter referenced as "Lease"), is made effective this OCTOBER 31, 2025 by and between **SUPRA HOLDINGS LLC,** *a Georgia limited liability company* (hereinafter referenced as "Landlord"), and **BP 5594 LLC** *a Georgia limited liability company,* or their assigns (hereinafter referenced as "Tenant")

WITNESSETH:

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

1. **Premises**. Landlord, for and in consideration of the rents, covenants, agreements and stipulations contained herein, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear **5594 and 5612 Houston Road Macon, GA 31216,** and being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Premises") and the non-exclusive right to use the common areas for ingress, egress and parking. Landlord reserves the rentals from any other current or future units or space at the location.

2. **Term of Lease**. The term of this Lease shall commence on November 1st, 2025 (the "Commencement Date") and shall run until December 31st, 2030. Landlord shall have one (1) option to renew this Lease for an additional five (5) years, on the same terms as contained herein by providing Notice no less than 10 days prior to the expiration of the then current Term (the "Renewal Term(s)", the Initial Term and Renewal Term(s) are hereinafter collectively referenced as the "Term").

3. **Rental, Late Fees and Security Deposit.**

   3.1 *Rental.* Tenant agrees to cooperate to establish payment arrangements and to pay Landlord, by electronic funds transfer ("EFT") payments, or by such other means designated by Landlord in writing to Tenant, promptly on or before the first (1st) day of each month, in advance, rent as follows:

(a)	November 2025 – December 2025	$0.00 per month
(b)	January 2026 – December 2026	$7,000.00 per month
(c)	January 2027 - December 2029	$8,500.00 per month
(d)	January 2030 - December 2034	$9,000.00 per month
(e)	January 2035 and each anniversary thereafter rent shall increase 4%	

   3.2 *Late Fees.* If any Amount Due is not received by Landlord on or before five (5) days following the date on which it is due, Tenant shall pay Landlord a late charge equal to Two Hundred Fifty Dollars and 00/100 ($250.00), or 10% of the outstanding balance, whichever is greater, notwithstanding the date on which such payment is actually paid to Landlord. If any Amount Due is not received by Landlord on or before fifteen (15) days following the date on which it is due, Tenant shall pay Landlord an additional late charge equal to Three Hundred Dollars ($300.00) or an additional 15%, whichever is greater, notwithstanding the date on which such payment is actually paid to Landlord.

   3.3 *Security Deposit.* As security for Tenant's prompt and full payment of the rent, and the faithful and timely performance of all provisions of this Lease, to be performed on Tenant's part, the Tenant shall pledge and deposit with Landlord **FIFTY THOUSAND DOLLARS AND 00/100 ($50,000.00)**, which shall be paid upon the execution of this Agreement. It is acknowledged and agreed that Landlord is not establishing a separate account for such security deposit and such deposit may be commingled with other monies of Landlord. Further, Tenant shall not be entitled to interest, if any, on the security deposit. In the event any default shall be made in the performance of any of the covenants on the part of Tenant with respect to any item or matter, Landlord shall have the right, but shall not be obligated, to apply said security deposit to the curing of such default. Any such application by Landlord shall not be a defense to any action by Landlord arising out of said default and shall be in addition to any other remedies available to Landlord as may be provided by law or this Lease; and, on demand, Tenant shall restore said security deposit to the full amount set forth. On the expiration or earlier termination of this Lease, or any extension or renewal thereof, provided Tenant has paid all of the rent herein called for and fully performed all of the other provisions of this Lease to be performed on its part, the Landlord will return to the Tenant any then remaining balance of said security deposit. Should this Lease be terminated due to a default by Tenant, the Landlord shall retain the entire Security Deposit in addition to all damages owed to them. Landlord's application of deposit shall not constitute satisfaction or waiver of any other claim.

4. **Utilities, Common Area Maintenance, and Taxes**. It is the intent of the parties to create a true "triple net" lease to Landlord.

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4.1 *Common Area Maintenance.* Along with the Rent payment, Tenant covenants to pay its share, **ONE HUNDRED PERCENT (100%)** (hereinafter referenced as "Tenant's Share") of all costs of maintaining, repairing, operating and ensuring the common areas and other portions of the property of which the Premises is part ("CAM Costs"). The term "CAM Costs" shall include, without limitation, the costs of repairing, replacement and resurfacing all parking facilities, lots, and driveways. Tenant is solely responsible for the costs of repair and replacement of all canopies, pumps and gasoline storage and dispensing equipment.

4.2 *Utilities.* Tenant shall bear and pay all utility bills, including, but not limited to, water charges, sewer, gas, electricity, and telephone, for the Premises. Tenant shall also bear and pay all charges for garbage collection services or other sanitary services rendered to the leased Premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills, charges for garbage collection or other sanitary services or other amounts due, Landlord may pay same and such payment may be added to the rent next due plus an administrative charge of two hundred dollars ($200.00).

4.3 *Taxes.* Tenant shall pay Tenant's Share of all taxes relating to the entire property. "Taxes" means all federal, state, local, governmental, special district and special service area taxes, charges, assessments and any other government charges, surcharges and levies, general and special, ordinary or extraordinary, including business license fees or charges (including interest thereon whenever same may be payable in installments) which Landlord shall pay or be obligated to pay arising out of the use, occupancy, management, repair or replacement of the premises, any appurtenance thereto or any property, fixtures or equipment thereon. Tenant shall pay monthly, as additional rent, one-twelfth (1/12th) of Tenant's Share of the real estate ad valorem Taxes. Tenant shall pay 100% the personal property ad valorem taxes and any other taxes related to its business. Tenant shall pay 100% of any and all costs incurred by Landlord that are related to the Tenant or the Property.

4.4 *Property Insurance.* Landlord shall at all times during the Term of this Lease procure and maintain in full force and effect a Property Insurance Policy on the entire property, the proceeds of which shall be payable to Landlord and any Landlord lender in accordance with their respective interests therein. Tenant shall pay for such expense of said insurance. Tenant shall pay monthly, as additional rent, one-twelfth (1/12th) of Tenant's Share (100%) of the cost of such insurance. Landlord's failure to maintain a Property Insurance Policy shall not constitute a Default. Tenant is not entitled to rent abatement, offset, or claim due to any failure by Landlord to maintain insurance.

5. **Use of Premises.** The Premises is a **CONVENIENCE STORE AND THE RETAIL SALE OF GASOLINE AND OTHER PETROLEUM PRODUCTS ONLY.** Tenant or the occupants shall be responsible for all licenses or permits associated with said use. The Premises shall not be used for any illegal purpose, nor in any manner so as to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant shall not commit or allow any waste or nuisance upon the leased Premises, and shall maintain the Premises in a clean, neat, orderly, and attractive condition. The Premises shall not be used in a residential capacity in any way. Tenant, at their sole cost and expense, shall be liable and required to verify the permissibility of their intended use with any relevant government authorities, and acquire the appropriate licenses.

6. **Operation of the Premises.** This Lease is intended to be a true "triple net lease". Tenant shall: (1) keep the Premises, buildings, equipment, fixtures, restrooms, sidewalks, approaches, and driveways in good condition, and properly lighted, safe, sanitary, free of trash, rubbish, and other debris; (2) keep the approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice and snow, at all times; (3) not engage in or permit any illegal act or conduct on the Premises; (4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business; (5) keep the business adequately stocked with petroleum products and inventory normally sold at a convenience store; and (6) keep the business open for certain days of the week and hours, as required by the brand of motor fuel sold at the Premises.

7. **Abandonment of Leased Premises.** Tenant agrees not to abandon or vacate the leased Premises during the period of this Lease and agrees to use said Premises only for purposes herein leased until the expiration or termination hereof. None of the equipment owned by Landlord shall be removed from the Premises. Absence from the Premises for a period greater than 24 hours, even if Rent is still being paid, shall still be considered abandonment. Tenant acknowledges the Premises is a retail motor fueling station and cannot be abandoned without major environmental, health, and other liabilities. The Premises must remain open, during normal business hours, every single day, for the last six (6) months of the then current Term.

8. **Repairs and Maintenance.**

8.1 *Repairs and Maintenance by Tenant.* Landlord shall be under no obligation to inspect the Premises. Tenant acknowledges that Tenant has been in possession of the Premises and accepts the same in their present condition as suited for the intended use by Tenant "AS IS, WITHOUT WARRANTY". During the Term, Tenant shall, at Tenant's sole cost and expense, maintain in good order and repair, the leased

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Premises, and all equipment, fixtures and other improvements located upon the Premises. Tenant understands that Tenant is responsible for any replacement and upgrade to any equipment upon the Premises and any related costs and/or expenses shall be borne by Tenant. Any equipment or fixture which is upgraded, replaced, or added, shall be considered as part of the Landlord's property without compensation to Tenant. Landlord must provide consent, at their sole discretion, for the replacement of any equipment or fixture. Tenant shall be required to routinely service and maintain all equipment on the Premises, including, but not limited to, the HVAC and walk-in cooler equipment and components, as needed or every six (6) months, whichever is more often. Tenant shall maintain records of all maintenance and service.

8.2 *Repairs and Maintenance by Landlord.* It is acknowledged that the intent of this paragraph is for the Landlord to have **no** duty to repair or maintain any portion of the Premises or property, equipment, fixtures, or other improvements located thereon whatsoever.

8.3 *GUST Fund.* Tenant agrees to indemnify, defend, and hold Landlord harmless from all clean-up costs, personal injury, death or property damage claims, and fines or penalties which arise out of or are related to the leakage of petroleum products during the Term of the Lease. Further, Tenant agrees to participate in the GUST Trust Fund and take all actions necessary to maintain eligibility there under. Tenant shall be liable for the deductible under the GUST Trust Fund, and any expenses related to assessment or remediation for any releases prior to the commencement date and during the Term.

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

9. **Environmental/Soil Compliance.** Tenant shall comply with all environmental laws, rules and regulations pertaining to the operation of the business on the Premises, including all of the requirements pertaining to repair, maintenance, replacement, and upkeep of leak detection, cathodic protection and other regulatory compliance issues associated with the use of the underground storage tanks, lines, and dispensers. Tenant shall employ and pay for Fall Creek Management Group or a similar company to assure ongoing UST and GUST compliance.

10. **Self-Help.** In the event the Tenant breaches, defaults, infringes, or deviates this Agreement (the "Violation"), the Landlord shall have the right to immediately and at any time, without providing Notice to the Tenant or any other parties, enter the Premises, by force, if necessary, to cure the Violation. Landlord shall have the right to continue to occupy the Premises, by force, if necessary, in the event the Landlord, at their discretion, believes the Tenant will continue to be in Violation. Landlord, or their assigns, shall have the right to take over and operate the Tenant's business in order to preserve the Premises, any Goodwill values, and to mitigate the Landlord's damages. Landlord shall not be liable for any damages or injuries that occur when entering and using the Premises. In the event of a Violation, the Tenant shall permit the Landlord, or their assigns, to use any and all licenses needed to operate the Business at the Premises and shall enter into a License Management Contract with terms favorable to the Landlord. Tenant hereby waives any claim for damages or trespass arising from Landlord's lawful exercise of this right.

11. **Destruction of or Damage to Premises.** Tenant shall give immediate written notice to Landlord of any damage to the Premises caused by fire or other casualty, and Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Premises. Notwithstanding the foregoing, in the event that: (i) the building in which the Premises is located shall be destroyed or substantially damaged by casualty not covered by standard fire or extended coverage insurance; (ii) Landlord shall not have actual and unconditional receipt of the insurance proceeds payable in connection with such damage and destruction; or (iii) there shall be less than three (3) years remaining in the then existing Term, or any extension or renewal thereof, then, in any of such events, Landlord may elect either to terminate this Lease or to proceed to rebuild and repair the Premises. Landlord shall give written notice to Tenant of such election within ninety (90) days after the occurrence of such casualty. Landlord's obligation to rebuild and repair the Premises under this paragraph shall in any event be limited to restoring the Premises to substantially the same condition as existed prior to the casualty and not to any of Tenant's improvements or alterations. Tenant agrees that promptly after the completion of such work by Landlord, Tenant will use its best efforts, at its sole cost and expense, to restore Tenant's improvements or alterations to substantially the same condition as existed prior to the casualty. Tenant hereby waives, releases, and relinquishes any and all claims against Landlord for any compensation or damage for loss of use of all or any part of the Premises or for any inconvenience or annoyance occasioned by any such damage, destruction, repair, or restoration of the Premises.

12. **Indemnification of Landlord Against Loss or Claim.** For and during the Term of this Lease, Tenant shall protect, indemnify, defend, and save harmless Landlord from and against all claims, demands, liability, losses, or costs, whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by Tenant. Tenant shall, at Tenant's expense, provide and keep in force for the benefit of Landlord comprehensive general liability insurance covering the Premises and the business to be

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operated thereon, in which insurance policy or policies Landlord, as well as Tenant, shall be named as an insured. The said policy or policies of insurance shall provide for limits of liability for bodily injury of not less than $2,000,000.00 single limit coverage for each accident or occurrence, and not less than $500,000.00 for property damage. Said policy shall include any "dram shop" or liquor liability coverage in the event Tenant sells alcoholic beverages at the Premises. Tenant shall furnish to Landlord evidence of such insurance within three (3) days of the date hereof and at such other times as Landlord may require. Tenant shall defend, indemnify, and save harmless Landlord from and against all claims, demands, liabilities, losses, or costs to which Landlord may be subjected to, or by reason of any person, firm, or corporation seeking to hold or holding Landlord liable or in any way responsible for the debts or obligations incurred in any manner in connection with the conduct and operation of the business conducted on the Premises. In addition, Tenant shall maintain Workers Compensation coverage and all other coverage required by contract, regulation, or law. Notwithstanding the foregoing, Tenant shall send Landlord Notice of the aforementioned policies once obtained, and upon each renewal, without request or demand being sent by Landlord.

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

14. **Business Operation.** The Tenant shall occupy and operate the business located upon the Premises in "Good Order" for the entire term of this Agreement. Operating in Good Order shall include, but not be limited to, keeping fully stocked, adequate inventory, operating during industry standard business hours for the business use, keeping the Premises interior clean, mopped, swept, and in compliance with all current government authority regulations, including fire marshal and code enforcement regulations/guidelines, keeping adequate lighting, trained employees, proper security, not posting any signage or advertising (through written or verbal communication) of the store closing down or changing ownership, upgrading all fixtures/equipment as needed, keeping prices within industry standards, maintaining proper records, and maintaining adequate sale figures. Any dispute regarding the Good Order operations required by this section shall be determined by the Landlord's discretion and conclusive and binding.

15. **Condemnation.** If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purposes, then, in either of said events the Term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Landlord shall be entitled to all the condemnation award(s). Tenant waives any right to condemnation proceeds under any and all circumstances.

16. **Assignment and Subletting.** Tenant **shall not** assign, sublease, or enter into a management agreement of any kind, without the prior written consent of the Landlord, which shall be given at the Landlord's sole discretion.

17. **Goodwill Values.** The Tenant shall preserve the Goodwill value of the business located at the Premises at all times. The Tenant shall be required to keep the business operation in Good Order throughout the entire tenancy, including but not limited to, until and including the last day of the Term. Tenant shall stock adequate inventory and shall ensure the business's sales (the "Sales") for the final six (6) months of their tenancy to be within a ten percent (10%) margin of the average sales of the prior six (6) months. Sales shall include all transactions at the Business, including but not be limited to (a) inside sales such as grocery, chips, snacks, drinks, and alcohol; (b) fuel sales if applicable (c) coin operated amusement machine commissions (d) lottery commissions (e) atm commissions; (f) check cashing commissions; (g) and deli sales. Landlord shall have the right to demand and review the Tenant's business tax returns, the business's certified profit and loss paperwork, monthly sales reports, or any and all documentation to verify the business's sales or profits, (hereafter collectively referred to as the "Documents"). Landlord shall have the right to demand the Documents at any time, and the Tenant shall be required to furnish the Documents to the Landlord within five (5) days of such demand. Tenant shall be required to preserve the Goodwill Value during any transition of another party occupying, operating, or purchasing the Premises or Business, from the Tenant or Landlord, or at the handover of the Business to another party at the expiration of the Term, and furthermore the Tenant shall be required to (a) assist in the transition; (b) assist in the transferring of licenses; (c) shall enter into a License Management Contract for the new party to use any and all licenses used or reasonably required to operate the business at the Premises until the new party is able to acquire all required licenses,; and (d) comply with any request the Landlord deems reasonable, at their sole discretion, for the peaceful and successful transition.

18. **Contractual Restrictions.** The Tenant shall not execute any contracts related to the leased Premises without obtaining the prior written consent of the Landlord. The Tenant is obligated, at their sole cost and through due diligence, to ensure the absolute termination of all contracts, agreements, or arrangements concerning the Premises in which the Tenant maintains a participatory interest or is a contracting party, concomitant with the expiry, dissolution/termination (whether premature, through default, unilaterally, by court or government order/proceedings, at the expiration of the term, etc.), or relinquishment of the Premises, or upon the Tenant's vacation thereof. The Tenant further agrees to exonerate the Landlord from, and indemnify and hold the Landlord

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harmless against, any liabilities, claims, damages, losses, costs, and expenses arising directly or indirectly from any contracts or agreements entered into by the Tenant in connection with the Premises. A Breach of this Section shall include but not be limited to, in the event the Tenant enters into any agreements concerning coin-operated amusement machines, gas supply, inventory supply, employment, or subleases and a dispute arises, by any party with an interest in the agreements, concerning the termination or continuation of such agreement. In the event a dispute arises concerning the termination of any coin operated amusement machines, and the Tenant proves to be the prevailing party, it shall still constitute a Breach. This section does not give the Tenant the right to enter into any of the aforementioned agreements/contracts unless separate consent is given by the Landlord in writing. In the event of a Breach, the Landlord shall demand the Breach Fee and/or Landlord Damages to be paid, as outlined in this Agreement. Any deviation from this section shall constitute a Breach and a Default. Nothing in this Section shall waive any of the Landlord's remedies as provided in this Agreement, in equity, or provided by law.

19. Breach. If Tenant breaches or violates any term, covenant, or obligation of this Lease, Tenant shall be deemed in default. In addition to all other rights and remedies available to Landlord under this Lease and at law or in equity, Tenant shall pay to Landlord, within ten (10) days of written notice of such breach, a Breach Fee in the amount of One Hundred Thousand Dollars ($100,000.00) as partial compensation for Landlord's time, expenses, administrative costs, and damages resulting from such breach. The parties acknowledge and agree that the Breach Fee provided for herein constitutes liquidated damages and not a penalty, fine, forfeiture, or punitive charge. The amount was negotiated at arm's length, represents a reasonable pre-estimate of the damages and administrative costs that Landlord would incur as a result of Tenant's default, and is intended to comply with O.C.G.A. § 13-6-7 and all applicable Georgia law regarding liquidated damages. The parties further agree that actual damages would be difficult or impossible to determine with precision, and that the Breach Fee is a valid and enforceable measure of compensation, not egregious, unconscionable, or contrary to public policy. Notwithstanding the foregoing, payment of the Breach Fee shall not limit, waive, or exclude Landlord's right to recover any additional damages, losses, costs, attorney's fees, or equitable relief arising out of Tenant's breach or default under this Lease. Landlord may pursue the Breach Fee and any other available remedies concurrently or separately, in Landlord's sole discretion. All sums due hereunder shall bear interest from the date due until paid at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law. Tenant's failure to timely pay the Breach Fee shall itself constitute a separate default under this Lease.

20. Landlord Equipment. Landlord retains title and ownership to all trade fixtures, apparatus and equipment located upon the Premises on the commencement of this Lease, including but not limited to all storage tanks, pumps, dispensers, piping, signage and self-service equipment, heating and cooling systems, walk-in coolers, and electronic monitoring equipment, all of which shall remain the property of the Landlord and shall not, without the prior written consent of Landlord, be removed at any time by Tenant.

21. Default. It is agreed that in the event Tenant shall default in the payment of rent, including additional rent herein reserved, and fails to cure the rental default within three (3) days, or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the payment of rent, and fails to cure such event(s) of default within three (3) days; or if Tenant deviates from any provision of this Lease and fails to cure the deviation within three (3) days; or if a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act is filed as to Tenant; or if a receiver is appointed for Tenant's property; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced, or payment thereof deferred; or if the Landlord, at their discretion, determines the Tenant is (with or without being aware) contributing to or participating in acts detrimental to the goodwill value of the business, harmful to the premises, poses a risk or creates liability for the Landlord, or poses a potential risk other people or property; or if Tenant makes an assignment for the benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant; Landlord, at its option, may: (i) terminate this Lease by written notice to Tenant whereupon this Lease shall terminate immediately and possession of the Premises shall immediately be returned to Landlord; (ii) not terminate this Lease and enter the Premises and take possession thereof and relet the Premises or any portion thereof on such terms as Landlord deems appropriate; or (iii) pursue separately or concurrently, any and all other remedies allowed by law or in equity. Any rent from any reletting shall be applied to any indebtedness other than rent owing to Landlord, second to Landlord's attorney's fees and brokerage fees and other expenses of exercising its rights, and third, to the rent due. Landlord is not required to give Notice to the Tenant to begin the cure period deadline. Tenant agrees to pay any deficiency upon demand by Landlord. Tenant shall only have a cure period to remedy a default once in any sixty-month period. Should Tenant default a second time within sixty months of a previous Default, the Landlord shall be able to take any actions afforded to them under the Lease, in law, or in equity.

Any notice provided in this paragraph may be given by Landlord or its attorney. Upon Lease termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as

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may be necessary without being guilty of trespass, forcible entry, detainer, or other tort. If Tenant refuses to surrender possession immediately, Landlord may institute appropriate legal proceedings and Tenant agrees that Landlord may obtain injunctive relief for removal of Tenant, should Tenant's leasehold become subject to cancellation hereunder. It is expressly agreed that no termination of this Lease as the result of Tenant's default or breach shall have the effect of releasing Tenant from its obligation to pay the full rent due for the entire period of the then existing Term.

22. **Mortgagee's Rights.** Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt, which is now, or may hereafter be, placed upon the Premises by Landlord.

23. **No Estate in Land.** This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant's interest in the Premises is possessory only, and personal to Tenant, and is not subject to levy or sale, nor assignable by Tenant except by Landlord's consent.

24. **Service of Notice.** Any notices to Tenant required under this Lease, shall be sent by certified mail or overnight delivery to the Premises or through electronic mail at bphouston5594@gmailcom. Notice through electronic mail to the Tenant shall be deemed received immediately. Any notices to Landlord required under this Lease shall be sent by certified mail or overnight delivery to: (i) Supra Holdings LLC at 8735 Dunwoody Place Suite R Atlanta, GA 30350, with a required certified mail or overnight delivery copy to (ii) Supra Holdings LLC at the principal office address registered with the Georgia secretary of state at the time of Notice being given, with an additional required electronic copy to (iii) Supra Holdings LLC at zkpropertyllc@gmail.com. In the event of any sublease or assignment, the Tenant's Notice Address shall remain the same unless otherwise agreed to in writing by both parties.

25. **No Waiver of Rights.** All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, including those rights given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Each party has had the opportunity to be represented by counsel and negotiate this Lease. This Lease shall not be interpreted against either party as drafter. Tenant has had the ability to conduct any appropriate due diligence and accepts the Premises, business, and equipment, if any, based on Tenant's own inspection.

26. **Licenses and Permits.** During the Term, Tenant shall be responsible to obtain and maintain, at Tenant's sole cost and expense, Tenant's own licenses and/or permits required to operate such a business upon the Premises, including, but not limited to any necessary beer/wine, liquor, and lotto licenses. Tenant agrees to acquire from the appropriate authorities, and agrees to maintain, any required and/or necessary permits, licenses and/or qualifications, prior to: (i) operating Tenant's business upon the Premises; and/or (ii) making any improvement, modification, or other change to the Premises (said improvement, modification or change may require the prior written consent of Landlord). Tenant shall be responsible for all obligations, claims, and debts of the business upon the Premises arising during the Term. Tenant agrees to indemnify and hold Landlord harmless from all losses, claims, damages, or assessments, including attorney's fees and costs, incurred by Tenant or the business operated upon the Premises, for any citation/violation of any permit or license. The Tenant shall immediately and without delay obtain their own, or transfer, any and all licenses in connection with the Premises which are currently under or connected with the Landlord, their agent's, or any other parties besides the Tenant.

27. **Holding Over.** If Tenant remains in possession of the Premises after expiration of the Term hereof, with or without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a Tenant at will at 200% of the rental rate due prior to the expiration of the then current Term. There shall be no renewal of this Lease by operation of law.

28. **Alterations.** Tenant shall not make any alterations, additions, or improvements to the Premises costing greater than $500.00, without Landlord's prior written consent, which shall be given at the Landlord's sole discretion. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free from any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions, or improvements (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions, and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease. Any improvement, upgrade, addition, or replacement (the "Upgrade") (whether or not made with Landlord's consent) which is located on the Premises for more than ten (10) days, shall be considered Landlord's Property, however, Landlord shall

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reserve the right to demand the removal and/or the restoration to original of the Upgrade.

29. **Attorney's Fees**. In the event of litigation arising out of this Lease, the Landlord shall be entitled to recover all its reasonable attorney's fees and costs associated therewith.

30. **Legality of Agreement**. This Lease may be executed in several counterparts, each of which shall be enforceable as an original. In the event any portion or portions of this Lease are declared unconstitutional, illegal, void, or of no force and effect, the balance of this Lease shall remain in full force and effect and enforceable as a binding contract.

31. **Entire Agreement**. This Lease represents the complete understanding between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Lease may be amended only by written instrument signed by both parties. No requirement, obligation, remedy, or provision of this Lease shall have been deemed to have been waived, unless so waived expressly in writing.

32. **Successors and Assigns**. This Lease and all warranties, representations, and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assignees, where the contract requires or permits.

33. **Choice of Law/Venue**. This Lease shall be governed by and construed under the laws of the State of Georgia without any presumption or rule requiring construction against the party causing such Lease to be drafted. The exclusive venue for any legal action, claim, suit, dispute or matter arising out of or relating to this Lease or any documents to be executed pursuant to this Lease by any of the parties hereto shall be Gwinnett County, State of Georgia.

34. **USA Patriot Act**. Tenant represents to Landlord that: (i) neither Tenant nor any person or entity that directly owns a ten percent (10%) or greater equity interest in the business nor any of its officers, directors or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 (the "Executive Order") signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action; (ii) that Tenant's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, or the regulations or orders promulgated there under (as amended from time to time, the "Money Laundering Act"); and (iii) that throughout the term of this Lease, Tenant shall comply with the Executive Order and with the Money Laundering Act.

35. **Security Services.** Tenant acknowledges that it has inspected the Premises, and that Tenant has not relied upon Landlord to provide any security measures for the benefit of Tenant, its employees, agents, invitees, contractors, concessionaires, or licensees. Tenant expressly waives any claim against Landlord, its agents and employees arising out of Landlord's negligence or failure to provide security measures or the inadequacy of Landlord's security measures upon the Premises, the building, or any part of the property, it being acknowledged by Tenant that Landlord has no express or implied duty to provide security measures whatsoever. Tenant shall be required to install, maintain, and use a burglar system.

36. **Security Interest.** Tenant does hereby grant and convey to Landlord a security interest in the fixtures, equipment, inventory and all other tangible and intangible assets of the Tenant now owned or hereafter acquired by Tenant as security for the payment of rent and all other sums due herein and the prompt performance of all obligations under this Lease. Other than the sale of inventory in the ordinary course of the Business, Tenant shall not remove any of same from the Premises. Landlord may file one or more financing statements in the applicable public records giving notice of its security interest in same. Tenant authorizes Landlord to file any financing statements and renewals to perfect this security interest without further consent. Tenant authorizes Landlord to enter any premises or system where collateral is located to repossess same without judicial process.

37. **Landlord Liability.** Landlord's liability under this Lease is limited in all respects to its interest in the Premises.

38. **As-Is.** Tenant accepts the Premises in "AS IS, WITHOUT WARRANTY" condition.

39. **Lighting.** Tenant shall be required to keep all outdoor lighting (including flood and canopy lights) on from sunset to sunrise, every day.

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40. **Signage.** Tenant shall be required to install an LED sign (the "Sign"), which shall be approved or designed by the Landlord, at their sole discretion, above their storefront(s). The Sign shall be in compliance with all relevant authorities, including government authorities, and shall be lighted at all times from sunset to sunrise, unless request or demand is made by government authorities or the Landlord demanding otherwise. Tenant shall not change the Sign without written approval from the Landlord, which shall be given at their discretion.

41. **Additional Provisions.** Without limiting the other terms and conditions of this Lease, Tenant specifically acknowledges and further agrees the following which shall supersede all others: (a) There are inherent risks in the operation of a business at the Premises and Tenant is willing and able to bear such risks, including, without limitation, the loss of any investment in the Premises or such business upon termination of this Lease; (b) upon termination of this Lease, Landlord shall have the right to use the Premises as it deems appropriate, including, but not limited to, selling the Premises, converting the Premises to any other use Landlord deems appropriate or leasing the Premises to a new lessee; (c) Upon termination of this Lease, Landlord has no obligation to lease the Premises to any new lessee, whether or not the prospective lessee is willing to purchase Tenant's inventory, trade fixtures, or equipment; (d) Any improvements, fixtures or equipment that are not or cannot be removed in accordance with the provisions of this Lease shall become the sole and entire property of Landlord upon termination of this Lease; (e) Landlord can terminate this Lease with a thirty day Notice to the Tenant; (f) Landlord has no obligation to reimburse Tenant for any losses which Tenant might suffer in the operation of Tenant's business at the Premises or due to the termination of this Lease; (g) any amounts paid for rent or consideration to the Landlord shall be non-refundable for any reason; provided, however, rent shall be prorated upon the termination of this Lease; and (h) Landlord has no obligation to purchase any of Tenant's inventory, equipment or trade fixtures, or to reimburse Tenant for any sums invested by Tenant to operate the business or to improve the Premises or the business operated by Tenant on the Premises.

42. **Inventory.** Tenant shall keep inventory adequately stocked at all times. Landlord shall have the right to purchase, and Tenant shall be required to sell, if demanded to by the Landlord, a portion of, or part of, the inventory at the Premises, at cost price, at the expiration, cancellation, handover, transition, or termination of this Lease.

43. **Sale.** In the event the Landlord receives an offer for the purchase of business operated at the Premises which the Landlord chooses to accept, the Landlord can pay 50% of the purchase price (the "Goodwill") received from the Buyer to the Tenant and immediately terminate this Lease. The Tenant shall maintain the Goodwill values during the transition and fully cooperate by maintaining licenses and entering into a license management agreement. In the event the Landlord receives an offer for the purchase of the Property which Landlord chooses to accept, Supra Holdings LLC or the new Landlord following the Closing shall have the right to immediately terminate this Lease.

44. **Supply.**

    44.1 *Fuel Agreement.* It is acknowledged and agreed that Tenant shall be required to enter into a petroleum products supply agreement with a fuel supplier (the "Supplier") of the Landlord's choice and terms. Tenant shall pay any and all necessary deposits as required in the fuel supply agreement. Failure to qualify or enter into a fuel supply agreement of the Landlord's choice shall constitute a default. Further, any default in the supply agreement shall constitute a default in the Lease. Landlord shall have the sole right and authority to change the Supplier at any time.

    44.2 *Brand.* The Tenant shall be required to operate and occupy the Premises in accordance with any agreements between Landlord and other parties to maintain fuel rebates, branding, or incentives.

45. **Related Agreements.** In the event the Tenant, a Sublessee, Assignee, or any Personal Guarantor defaults in any Agreement (as determined at the Landlord's discretion) related to the Premises (whether the Landlord is a party to the Agreement or not), including but not limited to fuel, inventory, coin operated amusement machine, atm, or vendor agreements, it shall constitute a default as contained herein.

46. **Personal Guarantee.** The Tenant shall be required to execute the enclosed Personal Guarantee. In the event the Tenant defaults in any other agreement, in which the Personal Guarantor is a party to, it shall constitute a default herein. In the event this Agreement is assigned or subleased, the Personal Guarantor shall still remain liable for the satisfaction of this Lease and as a Personal Guarantor herein, and the assigned or subleased party (or parties) shall also be required to execute a similar Personal Guarantee.

47. **Image.** The Tenant shall not participate, permit, or allow any activities to occur that are or could potentially be detrimental to the image reputation of the Property or the Business located upon the Premises.

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48. **Non-Disclosure.** The Tenant shall not disclose the terms of this Agreement, any supply or vendor agreements, or any non-public information contained herein, to any parties unless required for licensing purposes or otherwise required by law during the Term of this Lease. Tenant agrees that all provisions, information, and suppliers are confidential and shall not be disclosed to any parties. Tenant further agrees to not disclose this information to any parties for a period of ten (10) years following the expiration, termination, or cancellation of this Lease. Tenant shall take any and all measures available to them to preserve the confidentiality of any and all Agreements related to the Premises.

49. **Enforcement.** Landlord shall have the right to enforce any provision and/or remedies contained herein at any time. Landlord's failure to enforce a provision (i) shall not constitute a default (ii) shall not waive the Tenant's default (if applicable (iii) shall not waive or restrict any of the Landlord's remedies and (iv) shall not be considered as Landlord's acknowledgement or permissibility or any of the Tenant's actions.

50. **Purchase Option.** Unless Landlord decides to sell the Property and become the master lease holder, or if Landlord decides to sell the Property as a package with other properties, then Tenant shall have a limited first right of refusal to purchase the Premises (the "Purchase Option"). Landlord shall send a written Notice of a Purchase Proposal that Landlord deems appropriate at the time to Tenant, and Tenant shall then have fifteen (15) days from receipt of such Notice to exercise the Purchase Option. If Tenant does not exercise this option within the fifteen-day period, the Tenant's option shall expire, and the Landlord may sell the Premises to any party on terms and conditions acceptable to Landlord. Landlord or the Purchaser after Closing may elect to terminate this Lease. Tenant must maintain the Business and Goodwill Value at all times while ownership of the Property and/or Business is transferred to another party.

Conveyance. If Tenant exercises the Purchase Option, Landlord shall convey the Property by Limited Warranty Deed or Quit Claim Deed (Landlord's shall have discretion of type of deed) upon receipt of the full Purchase Price. Each party shall execute all documents reasonably required to accomplish the Closing. Following Closing, no further Rent or Additional Rent shall be due.

Indemnity Agreement. If Tenant exercises the Purchase Option, Tenant shall, by written agreement in a form satisfactory to Landlord, agree to protect, indemnify, defend, and hold harmless Landlord from and against all claims, expenses (including reasonable attorneys' fees), losses, and liabilities resulting from or relating to any environmental contamination located at or originating from operations at the Property arising from acts or omissions of any parties during the Term, and from any other matter whatsoever.

Memorandum. Tenant shall not record a Memorandum of this Option to Purchase or any similar notice in the public records.

Survival Rights. This Section shall survive the termination of this Lease and/or the Closing/Conveyance of the Property.

51. **Mutual Acknowledgement.** The parties acknowledge that this Lease has been freely negotiated and fully reviewed by each party and their respective legal counsel or advisors, or that each party has had the opportunity to obtain such counsel and voluntarily chosen not to do so. The parties further acknowledge and agree that: (1) The terms and conditions of this Lease are fair, reasonable, and commercially acceptable to both Landlord and Tenant; (2) No provision of this Lease is unconscionable, one-sided, oppressive, or obtained under duress, coercion, or undue influence; (3) Each party has had sufficient time to review and understand all provisions herein, including those that allocate risk, damages, and remedies; and (4) This Lease shall be construed as if drafted jointly by both parties, and no presumption shall arise favoring or disfavoring either party by virtue of its authorship. The parties acknowledge that the remedies and fees herein, including any Breach Fee, are commercially reasonable and not unconscionable. Each party executes this Lease voluntarily and with full authority, intending to be legally bound by its terms.

52. **Special Stipulations.** In the event of conflict, these stipulations shall control only to the extent of such conflict.

50.1 *Keys.* Tenant, at their own cost and expense, shall rekey the locks at the Premises. Landlord shall not be liable for any unauthorized access.

50.2 *Equipment List.* Attached herein in a list of equipment and fixtures located upon the Premises. The Landlord's Equipment includes but is not limited to the items contained within the aforementioned list.

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50.3 *Fuel/Gas Supply*. A copy of the current fuel supply contract which the Tenant must enter into or assume/be assigned is attached herein as Exhibit "F". Refer to the "Supply" Section for additional details.

50.4 *Financing*. The Tenant shall pay to Landlord for the inventory located at the Premises in the amount of Thirty Thousand Dollars and 00/100 ($30,000.00). The payments shall be made in five (5) equal monthly installments of Six Thousand Dollars and 00/100 ($6,000.00). The first payment shall be due on January 15th, 2025 and shall continue to be due every 30 days until the full amount has been received.

SIGNATURES ON THE FOLLOWING PAGE.

Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

IN WITNESS HEREOF, the parties have hereunto placed their hands and seals and years as of the Effective Date.

LANDLORD:
SUPRA HOLDINGS LLC

KARIM KABA
ITS: MEMBER

TENANT:
BP 5594 LLC

SUNITA SOLANKI
ITS: AUTHORIZED MEMBER

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EXHIBIT "A"
LEGAL DESCRIPTION OF THE PREMISES

5594 HOUSTON ROAD MACON, GA 31216

5612 HOUSTON ROAD MACON, GA 31216

PARCEL ID: O1200371 AND O1200287

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EXHIBIT "B-1"
GUARANTY OF LEASE

THIS GUARANTY OF LEASE (hereafter the "Guaranty") is made a part of that certain **COMMERCIAL REAL ESTATE LEASE CONTRACT** (hereinafter referenced as "Lease"), dated _____, by and between **SUPRA HOLDINGS LLC,** *a Georgia limited liability company* (hereinafter referenced as "Landlord"), and **BP 5594 LLC** *a Georgia limited liability company* (hereinafter referenced as "Tenant") for premises being **5594 AND 5612 HOUSTON ROAD MACON, GA 31216** and more particularly described in the Lease. Landlord is unwilling to enter into the Lease unless **SUNITA SOLANKI** (hereafter the "Guarantor") assures Landlord of the full payment and performance of the Tenant's obligations under the Lease.

1) In consideration of the execution of the Lease by Landlord, Guarantor hereby absolutely, unconditionally, irrevocably guaranties to Landlord, and the successors and assigns of the Landlord, the full, timely and complete: (i) payment of all Rent and other sums payable by Tenant to Landlord under the Lease and any amendments or modifications thereto; and (ii) performance of all covenants, representations and warranties made by Tenant and all obligations to be performed by Tenant, pursuant to the Lease (hereafter the "Guaranteed Obligations").

2) Upon any breach or default by Tenant under the Lease, Landlord may proceed immediately against Tenant and/or Guarantor (without joining Tenant or any other person, including, without limitation, Guarantor) to enforce any of Landlord's rights or remedies against Tenant or Guarantor pursuant to this Guaranty, the Lease, or at law or in equity without notice to or demand upon either Tenant or Guarantor. This Guaranty shall not be released, modified or affected by any failure or delay by Landlord to enforce any of its rights or remedies under the Lease or this Guaranty, or at law or in equity.

3) Guarantor hereby waives: (i) presentment, demand for payment and protest of non- performance under the Lease; (ii) notice of any kind including, without limitation, notice of acceptance of this Guaranty, protest, demand, default, nonpayment, or the creation or incurring of new or additional obligations of Tenant to Landlord; (iii) any right to require Landlord to enforce its rights or remedies against Tenant under the Lease, or otherwise; (iv) any right to require Landlord to proceed against any security held from Tenant or any other party; (v) any right of subrogation; and (vi) any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation or other right or remedy of Guarantor against Landlord or any such security, whether resulting from an election by Landlord, or otherwise. Any partial payment by Tenant or other circumstance which operates to toll any statute of limitations as to Tenant shall operate to toll the statute of limitations as to Guarantor. This Guaranty binds Guarantor's heirs, personal representatives, successors and assigns.

Guarantor has executed this Guaranty as of the _____ day of October 2025.

GUARANTOR:
SUNITA SOLANKI

Sunita Solanki
SUNITA SOLANKI
Its: Individual
SSN:
Home Address: 6687 Skipper Road Apt 112 Macon, GA 31216

Landlord Initials _____

Tenant Initials _____

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EXHIBIT "B-2"
GUARANTY OF LEASE

THIS GUARANTY OF LEASE (hereafter the "Guaranty") is made a part of that certain **COMMERCIAL REAL ESTATE LEASE CONTRACT** (hereinafter referenced as "Lease"), dated October 20th 2025 by and between **SUPRA HOLDINGS LLC,** *a Georgia limited liability company* (hereinafter referenced as "Landlord"), and **BP 5594 LLC** *a Georgia limited liability company* (hereinafter referenced as "Tenant") for premises being **5594 AND 5612 HOUSTON ROAD MACON, GA 31216** and more particularly described in the Lease. Landlord is unwilling to enter into the Lease unless **PRAKASHKUMAR POPATLAL PATEL** (hereafter the "Guarantor") assures Landlord of the full payment and performance of the Tenant's obligations under the Lease.

1) In consideration of the execution of the Lease by Landlord, Guarantor hereby absolutely, unconditionally, irrevocably guaranties to Landlord, and the successors and assigns of the Landlord, the full, timely and complete: (i) payment of all Rent and other sums payable by Tenant to Landlord under the Lease and any amendments or modifications thereto; and (ii) performance of all covenants, representations and warranties made by Tenant and all obligations to be performed by Tenant, pursuant to the Lease (hereafter the "Guaranteed Obligations").

2) Upon any breach or default by Tenant under the Lease, Landlord may proceed immediately against Tenant and/or Guarantor (without joining Tenant or any other person, including, without limitation, Guarantor) to enforce any of Landlord's rights or remedies against Tenant or Guarantor pursuant to this Guaranty, the Lease, or at law or in equity without notice to or demand upon either Tenant or Guarantor. This Guaranty shall not be released, modified or affected by any failure or delay by Landlord to enforce any of its rights or remedies under the Lease or this Guaranty, or at law or in equity.

3) Guarantor hereby waives: (i) presentment, demand for payment and protest of non- performance under the Lease; (ii) notice of any kind including, without limitation, notice of acceptance of this Guaranty, protest, demand, default, nonpayment, or the creation or incurring of new or additional obligations of Tenant to Landlord; (iii) any right to require Landlord to enforce its rights or remedies against Tenant under the Lease, or otherwise; (iv) any right to require Landlord to proceed against any security held from Tenant or any other party; (v) any right of subrogation; and (vi) any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation or other right or remedy of Guarantor against Landlord or any such security, whether resulting from an election by Landlord, or otherwise. Any partial payment by Tenant or other circumstance which operates to toll any statute of limitations as to Tenant shall operate to toll the statute of limitations as to Guarantor. This Guaranty binds Guarantor's heirs, personal representatives, successors and assigns.

Guarantor has executed this Guaranty as of the _____ day of October 2025.

GUARANTOR:
PRAKASHKUMAR POPATLAL PATEL

PRAKASHKUMAR POPATLAL PATEL
Its: Individual
SSN:
Home Address: 1420 Barrington Place Lane Macon, GA 31220

Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

EXHIBIT "C"
EQUIPMENT LIST

1. Walk-in coolers (Including but not limited to all panels, cooling units, doors, glass, shelving, and lights)
2. 20 ceiling lights
3. Check-out counter (Including countertop)
4. Bullet proofing around counter and counter door (No stickers should be affixed to this glass)
5. Coffee counter (Including countertop)
6. 2 toilets
7. HVAC units
8. Storefront
9. Flooring
10. Windows
11. Store doors
12. Fire extinguishers
13. Mop sink
14. Two (2) bathroom sinks
15. Gates and locks
16. Ceiling tiles
17. Ceiling grid
18. Parking lot striping
19. Parking lot poles
20. Four (4) petroleum MPDs and related equipment
21. One (1) gas canopy
22. 10 light sconces
23. 5 wall pack lights
24. Three (3) compartment sink
25. Underground tanks
26. Underground oil water separator
27. All wiring
28. POS systems
29. **ALL OTHER PROPERTY, ASSETS, FIXTURES AND EQUIPMENT LOCATED UPON THE PREMISES NOT LISTED HEREIN.**

Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

EXHIBIT "D"
TENANT/GUARANTOR INFORMATION

NAME: SUNITA SOLANKI

DRIVERS LICENSE NUMBER: 061221826

[redacted]

ADDRESS: 6687 SKIPPER ROAD APT 112 MACON, GA 31216

PHONE NUMBER: 757-559-8392

EMAIL ADDRESS: Solanki5880 Yahoo.com

NAME: PRAKASHKUMAR POPATLAL PATEL

DRIVERS LICENSE NUMBER: 062070749

[redacted]

ADDRESS: 1420 BARRINGTON PLACE LANE MACON, GA 31220

PHONE NUMBER: 478 718 4080

EMAIL ADDRESS: PRAKASH4143@gmail.com

Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

EXHIBIT "E"
CONTACT INFORMATION

NAME AND CONTACT INFORMATION OF ONE RELATIVE:

NAME:

PHONE NUMBER:

ADDRESS:

RELATION:

NAME AND CONTACT INFORMATION OF ONE NON-RELATIVE:

NAME:

PHONE NUMBER:

ADDRESS:

RELATION:

NAME AND CONTACT INFORMATION OF THE STORE MANAGER:

NAME: PRAKASH. P. PATEL

PHONE NUMBER: 478-718-4040

ADDRESS:

RELATION:

NAME AND CONTACT INFORMATION OF ONE EMPLOYEE:

NAME:

PHONE NUMBER:

ADDRESS:

RELATION:

Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

EXHIBIT "F"
FUEL SUPPLY CONTRACT

ATTACHED.

Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

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'sknowledge.

Agent's Signature: Sunita Solanki Date: 2-4-26

Business Name: BP FOOD MART

I hereby certify that Sunita Solanki (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.

TIMOTHY HARRIS NOTARY EXPIRES GEORGIA JUNE 20, 2029 PUBLIC BIBB COUNTY

This 4th day of Feb, 20 26.

Notary Public

June 20, 2026
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: Sunita Solanki Date: 2-4-26
(If different from Agent)

Title: OWNER

Business Name: BP FOOD MART

I hereby certify that Sunita Solanki (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.

TIMOTHY HARRIS NOTARY EXPIRES GEORGIA JUNE 20, 2029 PUBLIC BIBB COUNTY

This 4th day of Feb, 20 26.

Notary Public

June 20, 2029
My Commission Expires

Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: BP FOOD MART

Business Address: 5594 HOUSTON RD, MACON, GA 31216

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.

Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

Sunta Solanki
Applicant/Agent Signature

12-9-25
Date

Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

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.

Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

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: BP Food Mart

Business Address: 5594 Houston Rd Macon GA 31216

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.

SG — 1-13-26

Code Enforcement Department Designee — Date

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

1-13-26

Applicant/Agent Signature — Date

Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

Signature	Print Name	Date
Sunita Solanki	Sunita Solanki	2-4-26

Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

Alcohol License Questionnaire

Name of Business: BP FOOD MART
Owner's Name: Sunita Solanki
Address: 5594 HOUSTON RD
MACON, GA 31216

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

Sunita Solanki — Signature
Sunita Solanki — Print Name
2-4-26 — Date

Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

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: BP FOOD MART

Business Address: 5594 HOUSTON RD, MACON, GA 31216

☑ **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

Simran Solanki
Applicant/Agent Signature

12-9-25
Date

Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

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 #

Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Business Owner: Sunita Solanki - Bussiness 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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

_____

_____

_____

_____

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

Sunita Solanki Sunita Solanki
Print and Sign Name

Sworn to and subscribed before me this
4th day of Feb, 20 26.

Notary Public

My Commission Expires: June 20, 2029

TIMOTHY HARRIS NOTARY PUBLIC EXPIRES GEORGIA JUNE 20, 2029 BIBB COUNTY

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Property Owner: KARIM KABA 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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

_____

_____

_____

_____

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

KARIM KABA

_____
Print and Sign Name

Sworn to and subscribed before me this

16 day of December, 2025.

_____
Notary Public

My Commission Expires:

April 24, 2028

ALEXANDRIA MITCHELL NOTARY EXPIRES GEORGIA April 24, 2028 FAYETTE COUNTY, GA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

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: Sunita Solanki – Fingerprints not required

Business Name: BP 5594 LLC DBA BP Food Mart

Business Address: 5594 Houston Rd, Macon, GA 31216

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

Granted DocuSigned by: David J Davis 1C561778CDEE414... 2/9/2026
Sheriff, Macon-Bibb County, Georgia **Date**

Denied _____
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

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

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

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

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

Docusign Envelope ID: 19B21A5B-075C-467F-9FEA-5C3B30444BEA

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 2/23/2026 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

SF

Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: CAC81A34-FD53-4642-B063-2A154DFE78BD

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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

*Distilled Spirits Packaged to Go	$2,900	*Malt Packaged to Go	$800	Wine Packaged to Go	$700
*Distilled Spirits C.O.P.	$2,900	*Malt C.O.P	$800	*Wine C.O.P	$700
*Distilled Spirits Wholesaler	$3,600	*Malt Wholesaler	$1,000	Wine Wholesaler	$800
*Distilled Spirits Manufacturers	$4,300	*Malt Manufacturer	$2,500	Wine Manufacturer	$1,700
Brewpub	$2,500	Out-of-Town Wholesaler	$100	Alcohol Beverage Caterer	$600
Sunday Sales	$300	Brown Bag	$0	Temporary Alcohol License	$100

____ Please check here if you are applying for a Business Continuation License.
Business Continuation License is **25% of applicable fees.**

*Distilled Spirits (Liquor) *Malt (Beer) *C.O.P. (Consumed on Premise)

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

$ _____ 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 good standing.
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.12/24

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Select One: ___ New Business ___ Change of location ✓ Change of Business

BUSINESS

Federal Tax ID #: 45-0696456 State Tax ID#: 20112950059

Business Name: Gangnam Grill Corporate and Trade Name: CTKY Corp

Local Business Address: 575 Mulberry Street Ln Macon GA 31201
(P.O. Box Not Allowed) City State Zip

Mailing Address: Same
Street Address (City State Zip)

Local Business Phone #: (478)259-4278 Email Address: gangnamgrill2024@gmail.com

Contact Person: Danny Chung Contact Phone #: 718 757 8585

AGENT

Agent's Name: Ciara Chung Agent's Title: Owner

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

Home Address: 134 Brandon Way City: Macon State: GA Zip: 31210

Home Phone #: 718 757 8585 Email: gangnamgrill2024@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. 12/24

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Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the BCSO conduct an inquiry and receive
Criminal Justice Agency

any Georgia criminal history record information pertaining to me which may be contained in the files of any state or local criminal justice agency in Georgia. I further authorize the B.C.S.O. to relay that information to Requesting Entity:

.....via:

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

Full Name (Print):	Ciara Evans Chung		
Address	134 Brandon Way Macon 31210		
Sex	Race	Date of Birth	Social Security Number
F	W	[redacted]	

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

I, Ciara Evans Chung give consent to the above named entity to perform periodic criminal history background checks for the duration of my employment.

CEChung — 1-2-2026

Signature — Date

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

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

Purpose Code used: (Check all that apply)

	Employment (E) - Provides Georgia Criminal History Record Information
	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
	Employment with Children (W) - Provides Georgia Criminal History Record Information
	Public Records (P)- Provides Georgia Felony Convictions Only
	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
	Civilian Criminal Justice (J)- State and III Info Received
	Sworn Criminal Justice Employment (Z) - State and III Info received

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

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

Agency Designee Signature and Title — Date

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

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

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

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

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

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

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

Business Name: Gangnam Grill

Printed Name of Applicant: Ciara Chong

*Signature of Applicant: C Chong

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 2 DAY OF Jan, 2024.

NOTARY PUBLIC

1-31-24
MY COMMISSION EXPIRES

Emily Bullis
Bibb County Georgia
Notary Public

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MEASUREMENT FORM

Retail Sales of Beer and Wine Only
Consumption on the premises
Includes Brewpubs
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT: **Ciara Chung**

PROPOSED LICENSE: **BEER ~~ONLY~~ WINE CONSUMED ON PREMISES**

BUSINESS LOCATION: **575 Mulberry Street Ln**

BUSINESS NAME: **Gangnam Grill**

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of the building housing a state or county owned and operated alcoholic treatment center or a housing authority property measured and found to be more than 300 ft.

__x__ Comply _____ Does not comply

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

Date: 1/2/26

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

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APPLICATION FOR AFFIDAVIT

DATE: 12 / 18 25

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

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: ✓

BEER ✓

WINE ✓

MIXED DRINKS (Liquor) _____

PACKAGE SALE TO GO: _____

BEER _____

WINE _____

ALCOHOLIC BEVERAGES (Liquor) _____

NAME OF BUSINESS: Gangnam Grill

LOCATION OF BUSINESS: 575 Mulberry Street Ln

PERSON APPLYING FOR AFFIDAVIT: Ciara Chung

TELEPHONE: 718 757 8585

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

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CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

Gangnam Grill
#575 Mulberry Street Lane

3,200' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emery Hwy

4,200' — MHA housing unit property line

Mounts Homes

OK!

Paul J. Hoznowski
December 29, 2025

Docusign Envelope ID: CAC81A34-FD53-4642-B063-2A154DFE78BD

the Monroe County/Macon Reporter
Covering Monroe and Bibb Counties

AFFIDAVIT OF PUBLICATION

STATE OF GEORGIA
COUNTY OF BIBB

I, Will Davis, do solemnly swear I am the Publisher of the Monroe County/Macon Reporter, the official organ for Bibb County, Georgia, and that the legal advertisement of Notice of Publication: Notice of intent to sale beer and wine at business Gangnam Grill located at 575 Mulberry St LN, Macon GA 31201.
was published in the Monroe County/Macon Reporter on the following date(s):

January 7th and January 14th, 2026

Will Davis, Publisher

Sworn to and subscribed before me.

this 22nd day of January

Notary Public

My commission expires: July 29,2029

Sierra Nicole Hendrix
NOTARY PUBLIC
MONROE COUNTY, GEORGIA
My Commission Expires 07/29/2029

Sierra Nicole Hendrix
NOTARY PUBLIC
MONROE COUNTY, GEORGIA
My Commission Expires 07/29/2029

Docusign Envelope ID: CAC81A34-FD53-4642-B063-2A154DFE78BD

ZONING COMPLIANCE

PERMIT NO: ZC-2025-38	PERMIT TYPE: Limited Use	DATE ISSUED: 05/20/2025
PARCEL NO: R0730273	ZONING DISTRICT: CBD-1	NEW CONSTRUCTION: No
NAME OF APPLICANT:	MOOSOON PARK CTKY CORPORATION dba GANGNAM GRILL	
PROPOSED USE:	Change of Ownership Restaurant w/ alcohol COP	
ADDRESS OF PROPOSED USE:	570 MULBERRY ST AKA 575 Mulberry St Ln	
PROPERTY OWNER'S NAME:	IMPERIAL REALTY GROUP LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and ZC-11-0374, approval is granted to change the ownership of an existing restaurant with alcohol consumed on premises. As per Section 23.15.04, hours of operation shall be limited to between 6 am and 10 pm. No amplified music is authorized with this approval. Amplified music may only be permitted pursuant to a conditional use permit allowing the same. This approval shall also grant interior renovations if necessary. No outside storage, sales or display are authorized with this approval. The property is located within a Design Review District. No changes shall be authorized to the exterior of the building without prior Certificate of Appropriateness approval. No signage is authorized by this permit; signage shall require a separate zoning permit and Certificate of Appropriateness. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 05/20/2026

APPROVED BY: Thomas Neaves

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

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**CTKY CORPORATION**	Control Number:	**11019063**
Business Type:	**Domestic Profit Corporation**	Business Status:	**Active/Owes Current Year AR**
Business Purpose:	**NONE**		
Principal Office Address:	**575 Mulberry St. Ln., Macon, GA, 31201, USA**	Date of Formation / Registration Date:	**3/9/2011**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2025**

REGISTERED AGENT INFORMATION

Registered Agent Name: **CIARA EVANS CHUNG**

Physical Address: **134 BRANDON WAY, MACON, GA, 31210-4226, USA**

County: **Bibb**

OFFICER INFORMATION

Name	Title	Business Address
CIARA EVANS CHUNG	CEO	134 BRANDON WAY, MACON, GA, 31210-4226, USA
CIARA EVANS CHUNG	CFO	134 BRANDON WAY, MACON, GA, 31210-4226, USA
CIARA EVANS CHUNG	Secretary	134 BRANDON WAY, MACON, GA, 31210-4226, USA

Back

Filing History Name History

Return to Business Search

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Report a Problem?

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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: Gangnam Grill Name of Corporation: CTKY Corp

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

Individual:

Name and Title: [redacted] Telephone Number: (718) 757 8585

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

Residential Street Address: 134 Brandon Way Macon GA 31210

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): _____
- Member holdings _____ % of all outstanding membership interests.

☑ Privately Held Corp./Company
- Corporate Officer: Yes ✓ No ____
- Shareholder holding 100 % of all outstanding ownership interests.

☐ Publicly Traded Company
- Corporate Officer: Yes ____ No ____

☐ Other
- Other person exercising operational authority over the entity: _____

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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: Ciara Last Name: Chung

Home Address: 134 Brandon Way City: Macon State: GA Zip: 31210

Home Phone #: 718 757 8585 Email: gangnamwill2024@gmail.com

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

Mailing Address: 134 Brandon Way City: Macon State: GA Zip: 31210

- **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.

C Chung
Applicant's Signature

1-2-2026
Date

I hereby certify that _____ 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 2 day of Jan, 2026.

Notary Public

1-31-26
My Commission Expires

Notary Public

Rev. 7/202121

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33C59MQ43V55A

Certificate of Completion

This is to certify that

Ciara Chung

has completed the training course

ALCOHOL AWARENESS COURSE - MACON-BIBB

Wednesday, Dec 17 2025

Marshall Talley
Trainer

Docusign Envelope ID: CAC81A34-FD53-4642-B063-2A154DFE78BD

Ciara Chung



AH001695

ALCOHOL HANDLER

EXP: 12/31/2026

COMMERCIAL LEASE AGREEMENT
(Standalone Single-Tenant Building)

GeorgiaREALTORS®

2024 Printing

For and in consideration of $10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Landlord (Imperial Realty Group LLC) and the undersigned Tenant (CTKY Corporation DBA Gangnam Grill) do hereby agree as follows:

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

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

1. **Agreement to Lease: Property Address:** 575 Mulberry Street Lane
Unit N/A **City** Macon **County** Bibb **Georgia, Zip** 31201 **("Premises")**
The legal description of the Property is attached as an exhibit hereto and incorporated herein.

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

3. **Term and Possession: Lease Start Date:** 01 / 01 / 2025 **Last Day of Lease ("Lease End Date"):** 12 / 31 / 2030
Tenant may terminate this Agreement without penalty if possession is not granted within 10 days of the Lease Start Date ("Approved Delay Period").

4. **Rent.**
   a. **Rent:** Rent shall be payable to Imperial Realty Group LLC and delivered to: P.O. Box 5751 Macon ga 31208 ("Rent Payment Address") unless another address is specified by the above-referenced party receiving the rent following the notice provisions herein. This amount does not include taxes, insurance, maintenance and/or other additional expenses due from Tenant.
      i. Year 1 Rent $ $3500 per month
      ii. Year 2 Rent (if applicable) $ $3500 per month
      iii. Year 3 Rent (if applicable) $ 3605 per month
      iv. Year 4 Rent (if applicable) $ 3713.15 per month
      v. Year 5 Rent (if applicable) $ 3824.54 per month
      vi. For terms longer than five (5) years or rent structures other than stated increases, see Special Stipulations.
   b. **Due Date for Rent:** Rent is due by the 1st of the month. Rent may be paid in any of the forms checked here:
   ☑ Check ☐ Cash ☐ Certified Check ☐ Money Order ☐ Credit Card ☑ ACH or ☐ EFT.
   c. **Late Date and Additional Rent for Late Payment:** Rent paid after 5pm .m. on the 5th day of the month shall be late and must include additional rent of _____ ("Additional Rent for Late Payment").
   d. **Credit Card:** If rent is paid by Credit Card, rent must include a credit card convenience fee of _____.
   e. **Service Charge:** Tenant shall immediately pay Landlord a service charge of $ 100 ("Service Charge") for all dishonored checks or rejected electronic (ACH) payments.

5. **Security Deposit.** Tenant shall pay No Security Deposit as "Holder" a security deposit of $ N/a by: ☐ Check ☐ Cash ☐ Certified Check ☐ Money Order ☐ Credit Card ☐ ACH or ☐ EFT.
Security deposit shall be paid not later than the Lease Start Date. Landlord's signature below does not constitute receipt of the security deposit. Landlord shall provide Tenant with a receipt for the security deposit once said deposit has been paid.

6. **Notice Not to Renew Lease.** A party electing not to renew the Lease (so long as it has a definite term) shall be required to provide 60 days notice of the same to the other party. If the Lease becomes a month to month agreement, Landlord shall provide 30 days notice of termination, and Tenant shall provide 30 days notice of termination.

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

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

9. **Holding Over Fee.** The daily fee for holding over beyond the expiration of the Lease is $ 200 .

10. **Certain Liquidated Damages Paid By Tenant.**
   a. **Fee to Hald Dispossessory Action:** The fee paid by Tenant to halt dispossessory actions in certain situations as set forth elsewhere herein shall be $ 150 ("Fee to Halt Dispossessory Action") plus an Administrative Fee of $ _____ per occurrence.
   b. **Denial of Access Charge:** Tenant agrees to pay $ 150 for each incident where Tenant denies Landlord access to the Premises ("Denial of Access Fee") as described elsewhere herein.

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11. Brokerage Relationships in this Transaction:

a. Leasing Broker is _____ **and is:**

(1) working with Tenant as a ☐ client or ☐ customer.

(2) ☐ acting as a dual agent representing Landlord and Tenant.

(3) ☐ acting as designated agent where:

_____ has been assigned to exclusively represent Tenant.

b. Listing Broker is _____ **and is:**

(1) working with Landlord as a ☐ client or ☐ customer.

(2) ☐ acting as a dual agent representing Tenant and Landlord.

(3) ☐ acting as designated agent where:

_____ has been assigned to exclusively represent Landlord.

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

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

☑ **a.** Landlord pays all ad valorem property taxes.

☐ **b.** Tenant pays all ad valorem property taxes.

☐ **c.** Tenant pays as additional rent the amount by which all ad valorem property taxes on the Premises for each tax year exceeds the ad valorem property taxes on Premises for tax year _____.

☐ **d.** Other: _____

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

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

Tenant(s) Initials _____ **Landlord(s) Initials** _____

B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.

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

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

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

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

5. **Security Deposit.**
   - **a. Deposit of Same:** Holder shall deposit Security Deposit within five (5) banking days of receiving the same into the bank and account referenced herein. If Landlord is managing the Premises, the Security Deposit may be deposited in a general account, and it will be co-mingled with other funds of Holder.
   - **b. Security Deposit Check Not Honored:** In the event any Security Deposit check is dishonored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify all parties to this Lease of the same. Tenant shall have three (3) banking days after notice to deliver good funds to Holder. In the event Tenant does not timely deliver good funds, Landlord shall have the right to terminate this Lease upon notice to Tenant.

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c. **Return of Security Deposit:** The balance of the Security Deposit to which Tenant is entitled shall be returned to Tenant by Holder within thirty (30) days after the termination of this Lease or the surrender of Premises by Tenant, whichever occurs last; provided that Tenant meets the following requirements: (1) the full term of the Lease has expired; (2) Tenant has given the required written notice to vacate; (3) the Premises is clean and free of dirt, trash and debris; (4) all rent, additional rent, fees and charges have been paid in full; (5) there is no damage to the Premises except for normal wear and tear; and (6) all keys to the Premises and to recreational or other facilities, access cards and gate openers, if any, have been returned to Landlord or Manager.

d. **Deductions from Security Deposit:** Holder shall have the right to deduct from the Security Deposit: (1) the cost of repairing any damage to Premises caused by Tenant, Tenant's employees, contractors, invitees, licensees and guests, other than normal wear and tear; (2) unpaid rent, or utility charges; (3) cleaning costs if Premises are left unclean; (4) the cost to remove and dispose of any personal property, except for fixtures that have been made a part of the Premises; and (5) late fees and any other unpaid fees, costs and charges referenced herein.

e. **Right of Holder to Interplead Security Deposit:** If there is a bona fide dispute over the Security Deposit, Holder may, (but shall not be required to), interplead the funds into a court of competent jurisdiction upon notice to all parties having an interest in the Security Deposit. Holder shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses including reasonable attorneys' fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorneys' fees and court costs and the amount deducted by Holder from the non-prevailing party. All parties hereby agree to indemnify and hold Holder harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Holder of its duties hereunder. All parties further covenant and agree not to sue Holder for damages relating to any decision of Holder to disburse the Security Deposit made in accordance with the requirements of this Lease or to interplead the Security Deposit into a court of competent jurisdiction.

6. Notices.

a. **Required Notice to Lease Termination or Raising the Rent:** Either party must provide the other party with the number of days notice to terminate the Lease set forth elsewhere herein. Landlord must provide Tenant with the same number of days notice prior to increasing the rental rate.

b. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Lease becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.

c. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein) even if it is not opened by the recipient. Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).

d. **When Broker Is Authorized to Accept Notice for Client:** No Broker shall have the authority to accept notice on behalf of a Tenant or Landlord except that a Broker acting as the Manager hereunder shall be authorized to receive notices on behalf of Landlord and notices delivered to Manager shall for all purposes herein be deemed to be notice to Landlord provided that the notice is delivered to Manager following the notice proceedings set forth here to Manager's address, facsimile number or e-mail address of Manager set forth herein (or subsequently provided by the Manager to Tenant following the notice provisions herein) even if it is not opened by the recipient.

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

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

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

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

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

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b. **Fee to Halt Dispossessory Action**: Landlord can file a dispossessory action against Tenant if any rent or other fees and charges owed by Tenant are not paid in full by the Due Date. In the event that a dispossessory action is filed against the Tenant and then dismissed prior to a court hearing because Tenant pays the amounts owed, Tenant shall also pay Landlord, as liquidated damages, the Fee to Halt Dispossessory Action in the amount set forth elsewhere herein. This fee shall immediately be paid as additional rent along with all other amounts paid to halt the dispossessory action.

c. **Denial of Access, Right of Access, Signage**: Upon 24 hours advance notice to Tenant, Landlord and Landlord's agents shall have the right Monday through Saturday from 9:00 a.m. to 8:00 p.m. and Sunday from 1:00 p.m. to 6:00 p.m. to access the Premises to inspect, repair, and maintain the same and/or to show the Premises to prospective tenants and buyers. In addition, Landlord and Landlord's agents may enter the Premises at any time to investigate potential emergencies. Evidence of water leaks, fire, smoke, foul odors, sounds indicating the possibility of an injured person or animal and other similar evidence of an emergency shall all be sufficient grounds for Landlord and Landlord's agents to enter Premises and Property for this purpose. During the last sixty (60) days of the term of the Lease, and during any period when Premises is being leased month to month, Landlord and Landlord's agents may also place a "for rent" or "for sale" sign in the yard or on the exterior of the Premises or on the Property, may install a lockbox and may show the Premises and the Property to prospective tenants or purchasers during the hours listed above. Tenant agrees to cooperate with Landlord and Landlord's agents who may show the Premises and/or Property to prospective tenants or buyers. In the event a lockbox is installed, Tenant shall secure Tenant's valuables and agrees to hold Landlord and Landlord's agents harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the Denial of Access Fee as liquidated damages in the amount set forth elsewhere herein.

11. **Brokerage Relationships in This Transaction.**

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

b. **Brokerage**: The Broker(s) identified herein have performed valuable brokerage services and are to be paid a commission pursuant to a separate agreement or agreements. Unless otherwise provided for herein, the Listing Broker will be paid a commission by the Landlord, and the Leasing Broker will receive a portion of the Listing Broker's commission pursuant to a cooperative brokerage agreement.

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

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

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

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

C. OTHER TERMS AND CONDITIONS

1. **Default.**

a. **Default Generally:** Tenant shall be in default of this Lease upon the occurrence of any of the following:

(1) Tenant fails to abide by any of the terms and conditions of this Lease.

(2) Tenant files a petition in bankruptcy (in which case this Lease shall automatically terminate and Tenant shall immediately vacate the Premises leaving it in the same condition it was in on the date of possession, normal wear and tear excepted).

(3) Tenant fails to timely pay rent or other amounts owed to Landlord under this Lease.

(4) Tenant fails to reimburse Landlord for any damages, repairs and costs to the Premises or Property (other than normal wear and tear) caused by the actions, neglect or intentional wrongdoing of Tenant or members of Tenant's household and their invitees, licensees and guests.

(5) Prior to the end of the Lease, Tenant either moves out of the Premises or shuts off any of the utilities serving the Premises.

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **Exhibits.** All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:
    - ☐ Legal Description Exhibit A
    - ☐ Maintenance and Repair Exhibit (CF32) "_____."
    - ☐ Improvements and Alterations Exhibit (CF33) "_____."
    - ☐ Other _____.
    - ☐ Other _____.

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

☐ **Additional Special Stipulations (F246) are attached.**

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

1 **Tenant's Signature**	1 **Landlord's Signature**
1/6/2025 Print or Type Name	Quincy Byrne Print or Type Name
01 / 06 / 2025 Date	01 / 06 / 2025 Date
1/6/2025 Tenant's E-mail Address	Qbyrne98@g Landlord's E-mail Address
2 **Tenant's Signature**	2 **Landlord's Signature**
Print or Type Name	Print or Type Name
Date	Date
Tenant's E-mail Address	Landlord's E-mail Address
☐ **Additional Signature Page (F931) is attached.**	☐ **Additional Signature Page (F931) is attached.**

Leasing Broker/Affiliated Licensee Contact Information	**Listing Broker/Affiliated Licensee Contact Information**
Leasing Broker	Listing Broker
Broker/Affiliated Licensee Signature	**Broker/Affiliated Licensee Signature**
Print or Type Name GA Real Estate License #	Print or Type Name GA Real Estate License #
Licensee's Phone Number Fax Number	Licensee's Phone Number Fax Number
Licensee's E-mail Address	Licensee's Email Address
REALTOR® Membership	REALTOR® Membership
Broker's Address	Broker's Address
Broker's Phone Number Fax Number	Broker's Phone Number Fax Number
MLS Office Code Brokerage Firm License Number	MLS Office Code Brokerage Firm License Number
Multiple Listing Number	

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

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Exhibit A – Legal Description of Property

Tenant's Initials

Landlord's Initials

Docusign Envelope ID: CAC81A34-FD53-4642-B063-2A154DFE78BD

Dropbox Sign

Audit trail

Title	572 Mulberry Street - 575
File name	Commercial Lease ...) (GAR CF31) .pdf
Document ID	190153e71257dd5a4380caf2a6f16a4d41377712
Audit trail date format	MM / DD / YYYY
Status	Signed

This document was requested on imperialrealtygroup.managebuilding.com and signed on imperialrealtygroup.managebuilding.com

Document History

SENT	**01 / 06 / 2025** 15:52:40 UTC	Sent for signature to Danny Chung (daekchung@gmail.com) and Quincy Byrne (imperialrealtyq@gmail.com) from dropboxsignproduction@buildium.com IP: 75.1.18.243
VIEWED	**01 / 06 / 2025** 15:53:12 UTC	Viewed by Danny Chung (daekchung@gmail.com) IP: 134.22.107.58
SIGNED	**01 / 06 / 2025** 16:55:40 UTC	Signed by Danny Chung (daekchung@gmail.com) IP: 134.22.107.58
VIEWED	**01 / 06 / 2025** 18:20:56 UTC	Viewed by Quincy Byrne (imperialrealtyq@gmail.com) IP: 172.56.64.164
SIGNED	**01 / 06 / 2025** 18:22:12 UTC	Signed by Quincy Byrne (imperialrealtyq@gmail.com) IP: 172.56.68.59
COMPLETED	**01 / 06 / 2025** 18:22:12 UTC	The document has been completed.

Powered by Dropbox Sign

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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'sknowledge.

Agent's Signature:_____ Date:_____

Business Name: _____

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

This _____ day of _____, 20____ .

_____ _____

Notary Public 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: Clhung Date: 1-2-2026
(If different from Agent)

Title: Owner

Business Name: Gangnam Grill

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 2 day of Jan, 20 26.

Notary Public

Emily Bullis Bibb County Georgia Notary Public

1-3-26

My Commission Expires

Docusign Envelope ID: CAC81A34-FD53-4642-B063-2A154DFE78BD

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Gangnam Grill

Business Address: 575 Mulberry Street lane Macon 31201

***Instructions*:**

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

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

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

Definitions:

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

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

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

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

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☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☒ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

C Chung
Applicant/Agent Signature

1-2-2026
Date

Docusign Envelope ID: CAC81A34-FD53-4642-B063-2A154DFE78BD

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.

Docusign Envelope ID: CAC81A34-FD53-4642-B063-2A154DFE78BD

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: Gangnam Grill

Business Address: 575 Mulberry Street Lane Macon GA 31201

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

Code Enforcement Department Designee _____ Date _____

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

Applicant/Agent Signature _____ Date 1-2-2026

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Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

Signature	Print Name	Date
C Chung	Ciara Chung	1-2-2026

Docusign Envelope ID: CAC81A34-FD53-4642-B063-2A154DFE78BD

Alcohol License Questionnaire

Name of Business: Gangnam Grill
Owner's Name: Ciara Chung
Address: ~~124~~ 575 Mulberry Street Ln
Macon GA 31201

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

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

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

C Chung
Signature

Ciara Chung
Print Name

1-2-2026
Date

Docusign Envelope ID: CAC81A34-FD53-4642-B063-2A154DFE78BD

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: Gangnam Grill

Business Address: 575 Mulberry Street Lane Macon GA 31201

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

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

Applicant/Agent Signature

1-2-2026
Date

Docusign Envelope ID: CAC81A34-FD53-4642-B063-2A154DFE78BD

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 #

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Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Business Owner: Ciara Chung

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

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

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

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

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

Ciara Chung
Print and Sign Name

Sworn to and subscribed before me this
2 day of Jan, 2026.

Notary Public
My Commission Expires: 1-3-26

Emily Bullis Notary Public Bibb County Georgia

Rev. April 2022
See O-22-0011

Docusign Envelope ID: CAC81A34-FD53-4642-B063-2A154DFE78BD

Property owner

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: ~~Ninja Japanese Steak house~~ Congran Grill LLC

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

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

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

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

N/A

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

_____
Print and Sign Name

Sworn to and subscribed before me this
12th day of December, 2025.

Martha R Reed
Notary Public
My commission expires: Notary Public, Bibb County, Georgia
My Commission Expires February 23, 2026

MARTHA R. REED NOTARY PUBLIC BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: CAC81A34-FD53-4642-B063-2A154DFE78BD

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: Ciara Chung – fingerprints complete 01/26

Business Name: CTKY Corporation DBA Gangnam Grill

Business Address: 575 Mulberry Street Lane, Macon, GA 31201

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

Granted DocuSigned by: 2/3/2026
Sheriff, Macon-Bibb County, Georgia **Date**

Denied 1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

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

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

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

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

Docusign Envelope ID: CAC81A34-FD53-4642-B063-2A154DFE78BD

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 2/23/2026 (Date) DS SD (Initials)

Comments

After review, legal recommends approval.

Initials

Initial SF Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

This license must be posted in a conspicuous place at the location and available for immediate inspection at all times that the location is open.

For changes to your license:

- Ownership - you must reapply at https://gtc.dor.ga.gov.
- Mailing address - update at https://gtc.dor.ga.gov.

To ensure you have your license please reapply by November 1 of each year.

Monthly returns and/or reports are required for some licences. For more information on filing requirements, required signs, or to view applicable laws and regulations, visit https://dor.georgia.gov/ and click the Alcohol & Tobacco tab, or call the Macon Regional Office at (478) 471-3550.

Georgia Department of Revenue

(Cut here before displaying)

STATE OF GEORGIA - DEPARTMENT OF REVENUE

License to Sell Alcoholic Beverages

As set forth and defined in Title 3
Georgia Alcoholic Beverage Code and Regulations Pertaining Thereto

Not Valid Without Local License If Required - Non Transferable

EFFECTIVE DATE 01-Jan-2026 **LICENSE EXPIRES** 31-Dec-2026 **BOND EXPIRES**

STATE TAXPAYER IDENTIFIER	LICENSE NUMBER	DATE ISSUED	LICENSE FEE	LOCAL LICENSE ISSUED BY
20254385168	0091308	17-Oct-2025	$100.00	City MACON GA

THIS LICENSE AUTHORIZES THE BELOW LICENSEE TO SELL
JAIMIN PATEL: Retail - Beer and Wine

DBA
HOUSTON FOOD MART

AT THE FOLLOWING LOCATION
5642 HOUSTON RD MACON GA 31216-5712

COUNTY
BIBB

JMPM 2018 LLC
5642 HOUSTON RD
MACON GA 31216-5712

Failure to pay any tax accruing under said Act to the Department of Revenue, or violation of any provisions of said Act or any valid rule and regulation made pursuant thereto, shall be grounds for cancellation of this license by the Commissioner of Revenue

Frank M. Connell

State Revenue Commissioner

THIS LICENSE MUST BE DISPLAYED CONSPICUOUSLY AT LOCATION SHOWN HEREON

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

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.

$ 1500.00 **Alcohol License Fees + $400 Application Fee = $** 1900.00

Agent Information

1. Agent/Owner(s) must complete and sign the Name-Based Criminal History Record Information Consent Form.
2. Provide an Unexpired Identification Card issued by Any U.S. State or United States government, bearing a current photograph of the applicant.
3. Agent/Owner(s) Must be Fingerprinted once application & fees are completed and paid unless such individuals currently hold one or more categories of alcohol license(s) in good standing.
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

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

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

BUSINESS

Federal Tax ID #: 82-4608535 State Tax ID#: 202543851 54

Business Name: ImPm 2018 LLC Corporate and Trade Name: HOUSTON FOOD MART

Local Business Address: 5642 Houston RD, macon, GA 31216
(P.O. Box Not Allowed) City State Zip

Mailing Address: 5642 HOUSTON RD, macon, GA 31216
Street Address (City State Zip)

Local Business Phone #: 478-784 1341 Email Address: ImPm 2018 h @ gmail.com

Contact Person: Jaimin Patel Contact Phone #: 478-231-7643

AGENT

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

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

Home Address: 1420 Barrington Pl LN City: macon State: GA Zip: 31220

Home Phone #: 478-231-7643 Email: ImPm 2018 h @ gmail.com

Mailing Address: 1420 Barrington Pl LN City: macon State: GA Zip: 31220

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 08/23

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

Name-Based Criminal History Record Information Consent/Inquiry From

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

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

Full Name (Print):	Jaimin N PATEL		
Address	1420 Bossington Place LN, Macon, GA 31220		
Sex	Race	Date of Birth	Social Security Number
MALE	ASIAN	[redacted]	

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

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

Jaimin Patel — Signature
4-8-25 — Date

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

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

Purpose Code used: (Check all that apply)

	Employment (E) - Provides Georgia Criminal History Record Information
	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
	Employment with Children (W) - Provides Georgia Criminal History Record Information
	Public Records (P)- Provides Georgia Felony Convictions Only
	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
	Civilian Criminal Justice (J)- State and III Info Received
	Sworn Criminal Justice Employment (Z) - State and III Info received

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

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

_____ Agency Designee Signature and Title
_____ Date

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

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

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

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

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

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

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

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

Business Name: HOUSTON FOOD MART

Printed Name of Applicant: Jaimin Patel

*Signature of Applicant: Jaimin Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 14 DAY OF April, 20 25.

Jasmine Barnes
NOTARY PUBLIC

04.04.29
MY COMMISSION EXPIRES



Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

MEASUREMENT FORM

Retail Sales of BEER AND WINE
Packaged to Go
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT: J. Patel

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 5642 Houston Rd, MACON, GA31210

BUSINESS NAME: Houston Food Mart

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: 1/28/26

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

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

Copy

APPLICATION FOR AFFIDAVIT

DATE: 01/05/26

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

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: ____
BEER ____
WINE ____
MIXED DRINKS (Liquor) ____

PACKAGE SALE TO GO: X
BEER X
WINE X
ALCOHOLIC BEVERAGES (Liquor) ____

NAME OF BUSINESS: HOUSTON FOOD MART
LOCATION OF BUSINESS: 5642 HOUSTON RD. MACON GA 31216
PERSON APPLYING FOR AFFIDAVIT: ~~[illegible]~~ JAIMIN PATEL
TELEPHONE: 478 231 7643

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

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

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

Houston Food Mart
#5642 Houston Road

6,400' — SCHOOL GROUND property line
James H. Porter Elementary

7,000' — SCHOOL BUILDING
James H. Porter Elementary

22,450' — COLLEGE CAMPUS property line
Central Georgia Technical College

31,950' — ALCOHOLIC TREATMENT CENTER building
River Edge - Fulton Mill Road

9,150' — PUBLIC LIBRARY or BRANCH building
Charles A. Lanford Library

15,100' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Bloomfield Way

650' — CHURCH (building)
Victory Baptist Church

450' — CHURCH GROUNDS
Victory Baptist Church

14,500' — M-B COUNTY RECREATION CENTER property
Bloomfield - Gilead Recreation Center

N/A — Vice Mart – Small Box Retail Store – Small Box Discount store (2500')
Applicant self-identifies as a "Gas Station"

OK!
Paul J. Harowski
January 20, 2026

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

McClatchy

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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
	IPL0294086	Legal Ad - IPL0294086		1.0	28.0L

ATTENTION: jaimin patel
5642 houston rd
nacon, GA 31216

To Whom It May Concern:

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

2.0 insertion(s) published on:
11/28/25 Digital, 12/05/25 Digital

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Beer and wine

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the November 28, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Houston food mart, 5643 Houston rd, Macon, Ga 31216. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

Jaimin patel, Applicant
PL0294086
Nov 28,Dec 5 2025

Print Tearsheet Link

Marketplace Link

Amy Robbins

DIGITALLY SIGNED

Amy Robbins

Sherry J Chasteen

DIGITALLY SIGNED

Sworn to and subscribed before me on Dec 5, 2025, 8:59 AM EST

NOTARY PUBLIC STATE OF TEXAS
SHERRY J CHASTEEN
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 125328493
MY COMMISSION EXPIRES 4/16/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

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aimin patel, Applicant
L0294086
ov 28,Dec 5 2025

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

MACON-BIBB COUNTY
Planning & Zoning
682 Cherry Street, Suite 1000 | Macon, Georgia 31201 | info@mbpz.org | MBPZ.org

Zoning Compliance

PERMIT NO: 2018-00020330 **DATE OF ISSUE:** 3/19/2018

ISSUED TO NAME: Houston Food Mart/ Jaimin Patel

OWNER'S NAME: GDP PROPERTIES LLC

PROPOSED USE: C/O Houston Food Mart w/ alcohol PTG & fuel sales

AS PER INSPECTION HELD 4/30/18
IT WAS OBSERVED THAT ALL CONDITIONS ON THE ZONING COMPLIANCE HAVE BEEN MET.
BY N.B. ZONING INSPECTOR

ADDRESS OF PROPOSED USE: 5642 HOUSTON RD

STRUCTURE: EXISTING

MAP/PARCEL: O120-0150 **ZONING DISTRICT:** C-5

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, the change of ownership of Houston Food Mart with alcohol PTG and fuel sales is found to be in compliance from the address provided. No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Subject to requirements of Business Development Services. Subject to all applicable local, state, and federal regulations

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 9/15/2018 THIS PERMIT IS NULL & VOID

APPROVED BY: Butch Sementilli

NOTICE

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

RECEIPT INFORMATION

Permit Description	Charge Description	Charge	Paid
Comm/Industr/Institutional	Alcohol Package to Go	$100.00	$100.00
Comm/Industr/Institutional	Commercial/Industrial/institutional	$350.00	$350.00
	TOTALS:	$450.00	$450.00

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**JMPM 2018 LLC**	Control Number:	**18024751**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Retail Trade**	NAICS Sub Code:	**Gasoline Stations with Convenience Stores**
Principal Office Address:	**5642 HOUSTON RD, MACON, GA, 31216, USA**	Date of Formation / Registration Date:	**2/26/2018**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2025**

REGISTERED AGENT INFORMATION

Registered Agent Name: **JAIMIN N PATEL**

Physical Address: **281 2ND ST, RHINE, GA, 31077, USA**

County: **Dodge**

Filing History Name History

Back

Return to Business Search

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Report a Problem?

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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: HOUSTON FOOD MART Name of Corporation: JMPM 2018 LLC

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

Individual:

Name and Title: Jaimin Patel owner Telephone Number: 478-231-7643

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

Residential Street Address: 1420 Barrington Place LN, Macon, GA 31210
P.O. Box Not Allowed (City State Zip)

Mailing Address: 1420 Barrington Place LN, Macon, GA 31210
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership
- General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☑ Limited Liability Company (LLC)
- Managing Member, Total number of Managing Member(s): 1
- Member holdings 100 % of all outstanding membership interests.

☐ Privately Held Corp./Company
- Corporate Officer: Yes ___ No ___

☐ Other
- Other person exercising operational authority over the entity: _____

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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: Jaimin Last Name: Patel

Home Address: 11120 Barrington Pl Ln City: Macon State: GA Zip: 31220

Home Phone #: 478-231-7643 Email: JmPm2018h@gmail.com

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

Mailing Address: 11120 Barrington Pl Ln City: Macon State: GA Zip: 31220

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

CERTIFICATION

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

Jaimin Patel
Applicant's Signature

4-16-2025
Date

I hereby certify that Jaimin N 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 16 day of April, 20 25

JBarnes
Notary Public

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

04.04.29
My Commission Expires

Rev. 7/202121

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

14LCRFD862XYC

Certificate of Completion

This is to certify that

Jaimin Patel

has completed the training course

ALCOHOL AWARENESS COURSE - MACON-BIBB

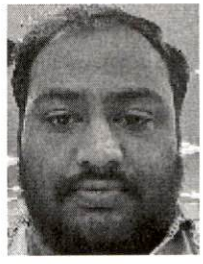
Monday, Dec 08 2025

Marshall Talley
Trainer

CHEERS HOSPITALITY COLLECTIVE
CRAFTING CONNECTIONS, ELEVATING EXPERIENCES

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

Jaimin Patel



AH001676

ALCOHOL HANDLER

EXP: 12/31/2026

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

LEASE AGREEMENT

This lease agreement made this 1 day of March, 2018 by and GDP Properties as Landlord and JMPM 2018 LLC as LEASE on a premesis located at 5642 Houston rd, Macon, GA 31216. Landlord has agreed to this lease between the parties.

The Landlord hereby agrees to lease the aforesaid premesis to operate as Gas Station at 5642 Houston Rd, Macon, GA 31216.

LESSEE hereby agrees to the following:

a. Rent on the premises shall be $5600.00 per month, due and payable on first of each month and continue thereafter for a period of Ten years plus Five years option to extend.

b. If the rent is not paid by LESSEE to Landlord by the 10th day of the month, the lessee shall be liable to pay late fee of $100.00 of the amount due.

c. LESSEE shall apply and obtain business licenses, Beer/Wine license, lotto account, ATM, Coam, Coam Contract etc. in its own name and shall remain liable for its obligations to these parties, especially for selling Beer/Wine to a minor or any other violations of any agreement with third parties.

d. Property taxes and fire hazard insurance, premiums for liability insurance, property insurance and taxes on inventory/personal property shall be paid by LESSEE.

e. Lease will be triple net, All repairs to equipment in order to maintain the equipment shall be paid by LESSEE. The LESSEE accepts the premesis in "AS IS" condition.

f. LESSEE shall pay all the utility bills including water, electricity, gas and pest control services, etc. as the bills accrue.

g. Lessee is allowed to do Sub Lease to any other party.

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

h. This is the entire agreement between the parties and no amendment shall be binding upon either party unless reduced to writing and signed by both parties.

Time is of essence of this agreement, and shall be construed under the laws of the STATE OF GEORGIA.

In witness where of the parties have set their hands and seal this 1th day of March, 2018.

LANDLORD

WITNESS

GDP PROPERTIES LLC

LESSEE

WITNESS

JMPM 2018 LLC

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

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'sknowledge.

Agent's Signature: Jaimin Patel Date: 4-16-25

Business Name: HOUSTON FOOD MART

I hereby certify that Jaimin N 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 16 day of April, 2025.

JBarnes
Notary Public

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

04.04.29
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

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: HOUSTON FOOD MART

Business Address: 5642 HOUSTON RD, MACON, GA 31216

***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.

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

Jaimin Patel
Applicant/Agent Signature

4-9-25
Date

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

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.

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

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: HOUSTON FOOD MART

Business Address: 5642 HOUSTON RD, MACON, GA 31216

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.

Dennis L. Marshall
Dennis L. Marshall
Code Enforcement Department Designee

08/07/2025
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.

Jasmeen Patel
Applicant/Agent Signature

12-8-25
Date

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

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

Signature	Print Name	Date
Jaimin Patel	Jaimin PATEL	01-9-25

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

Alcohol License Questionnaire

Name of Business: HOUSTON FOOD MART
Owner's Name: Jaimin Patel
Address: 5642 HOUSTON RD
MACON, GA 31216

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

Jaimin Patel
Signature

Jaimin Patel
Print Name

4-9-25
Date

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

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: Houston Food Mart

Business Address: 5642 Houston Rd, Macon, GA 31216

☑ **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

Sumun Patel
Applicant/Agent Signature

4-9-25
Date

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

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 #

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Jaimin PATEL - Bussines 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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

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

Jaimin Patel Jaimin Patel
Print and Sign Name

Sworn to and subscribed before me this
16 day of April, 2025.

JBarnes
Notary Public
My Commission Expires: 04.06.29

JASMINE WEST BARNES
NOTARY PUBLIC
BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Pinky PATEL - Property 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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

_____

_____

_____

_____

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

Pinky PATEL Pinky Patel
Print and Sign Name

Sworn to and subscribed before me this
9th day of April, 2025.

Notary Public
My Commission Expires: February 1st, 2026

SANKET PATEL
NOTARY PUBLIC
MY COMMISSION EXPIRES
FEBRUARY
01
2026
BIBB COUNTY, GA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

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: Jaimin Patel Fingerprints-received 12.19.25

Business Name: JMPM 2018 LLC DBA Houston Food Mart

Business Address: 5642 Houston Rd Macon, GA 31216

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

Granted DocuSigned by: 2/3/2026
1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

Denied
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

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

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

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

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

Docusign Envelope ID: 225EF83E-004F-4BC8-A6A3-946B1A83FA66

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 2/23/2026 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

Initial
SF Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

ADDED TO THE MARCH 17, 2026 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	Alcohol Beverage Caterer	$600
Sunday Sales	$300	Brown Bag	$0	✓ Temporary Alcohol License	$100
___ Please check here if you are applying for a Business Continuation License. Business Continuation License is **25% of applicable fees.**					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

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

$ 1500+100 **Alcohol License Fees + $400 Application Fee = $** 1900.00 + 100. = $2000.

Agent Information

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

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Reporter 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.

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

Select One: ✓ New Business ___ Change of location ___ Change of Business

BUSINESS

Federal Tax ID #: 41-2487410 State Tax ID#: 20311612080

Business Name: Shurling Pit Stop Corporate and Trade Name: JSK 108 LLC

Local Business Address: 1904 Shurling Dr. Macon, GA 31211
(P.O. Box Not Allowed) City State Zip

Mailing Address: 1904 Shurling Dr, Macon, GA 31211
Street Address (City State Zip)

Local Business Phone #: 478-305-7073 Email Address: JSK108LLC@gmail.com

Contact Person: Harshkumar Patel Contact Phone #: 856-465-9359

AGENT

Agent's Name: Harshkumar Patel Agent's Title: Owner

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

Home Address: 408 Amberly Ct. City: Macon State: GA Zip: 31210

Home Phone #: 856-465-9359 Email: JSK108LLC@gmail.com

Mailing Address: 1904 Shurling Dr. City: Macon State: GA Zip: 31211

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. 12/24

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

Name-Based Criminal History Record Information Consent/Inquiry From

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

.....via:

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

Full Name (Print):	Harshkumar A. Patel	
Address	408 Amberly Ct. Macon, GA 31210	
Sex	Race	[redacted]
Male	Asian	

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

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

Harshkumar Patel — Signature

01/14/2026 — Date

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

_____ — Date

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

Purpose Code used: (Check all that apply)

	Employment (E) - Provides Georgia Criminal History Record Information
	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
	Employment with Children (W) - Provides Georgia Criminal History Record Information
	Public Records (P)- Provides Georgia Felony Convictions Only
	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
	Civilian Criminal Justice (J)- State and III Info Received
	Sworn Criminal Justice Employment (Z) - State and III Info received

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

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

_____ — Agency Designee Signature and Title

_____ — Date

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

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

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

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

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

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

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

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

Business Name: Shurling Pit Stop

Printed Name of Applicant: Harshkumar Patel

*Signature of Applicant: Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 14 DAY OF January, 2026.

NOTARY PUBLIC

April 17 2028
MY COMMISSION EXPIRES

CAMILA M TORRES LEBRON NOTARY PUBLIC BIBB COUNTY, GEORGIA

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

MEASUREMENT FORM

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

APPLICANT: **Harshkumar Patel**

PROPOSED LICENSE: **BEER AND WINE PACKAGED TO GO**

BUSINESS LOCATION1 **1904 Shurling Dr, MACON, GA 31210**

BUSINESS NAME: **JSK 108 LLC, (DAB Shurling Pit Stop)**

To Be Completed by County Engineer

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

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

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

_____Not Applicable

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

___ ____Comply _____Does Not Comply _X_ Not Applicable

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

Date: 11/2/24

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

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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

JSK 108 LLC (Shurling Pit Stop)
#1904 Shurling Drive

1,900' — SCHOOL GROUND property line
King-Danforth Elementary

2,500' — SCHOOL BUILDING
King-Danforth Elementary

14,000' — COLLEGE CAMPUS property line
Mercer University #433 Cherry St.

10,950' — ALCOHOLIC TREATMENT CENTER building
River Edge - Emery Hwy.

475' — PUBLIC LIBRARY or BRANCH building
Shurling Branch

4,550' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Hunt School Village

1,050' — CHURCH (building)
Shurlington United Methodist

975' — CHURCH GROUNDS
Shurlington United Methodist

5,500' — M-B COUNTY RECREATION CENTER property
Rosa Jackson Recreation Center

N/A — Vice Mart – Small Box Retail Store – Small Box Discount store (2500')
Applicant self-identifies as a "Gas Station

JWA
OK!
Paul J. Horinowski
December 27, 2025

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
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Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
	IPL0297910	Legal Ad - IPL0297910		1.0	29.0L

ATTENTION: Harshkumar Patel
1904 Shurling Dr
Macon, GA 31211
jsk108llc@gmail.com

To Whom It May Concern:

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

2.0 insertion(s) published on:
12/12/25 Digital, 12/19/25 Digital

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Beer & Wine package to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the December 19, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as JSK 108 LLC (Shurling Pit Stop), 1904 Shurling Dr, Macon, GA 31211. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This December 12, 2025. Harshkumar Patel, Applicant
IPL0297910
Dec 12,19 2025

Print Tearsheet Link

Marketplace Link

Amy Robbins

DIGITALLY SIGNED

Amy Robbins

Sherry J Chasteen

DIGITALLY SIGNED

Sworn to and subscribed before me on Dec 19, 2025, 9:20 AM EST

NOTARY PUBLIC STATE OF TEXAS
SHERRY J CHASTEEN
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 125128451
MY COMMISSION EXPIRES 4/16/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

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ZONING COMPLIANCE

PERMIT NO: ZC-2025-3331	**PERMIT TYPE:** Permitted Use	**DATE ISSUED:** 12/26/2025
PARCEL NO: T0630226	**ZONING DISTRICT:** C-2	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	Harshkumar Patel JSK 108 LLC	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	1904 SHURLING DR	
PROPERTY OWNER'S NAME:	SHURLING 1904 LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

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

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 12/26/2026

APPROVED BY: Trisha Kawa

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

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**JSK 108 LLC**	Control Number:	**25216567**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Owes Current Year AR**
NAICS Code:	**Retail Trade**	NAICS Sub Code:	**Gasoline Stations with Convenience Stores**
Principal Office Address:	**1904 SHURLING DR, MACON, GA, 31211, USA**	Date of Formation / Registration Date:	**10/31/2025**
State of Formation:	**Georgia**	Last Annual Registration Year:	**NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name: **HARSHKUMAR A PATEL**

Physical Address: **720 GATEWAY DR, BONAIRE, GA, 31005, USA**

County: **Houston**

Back

Filing History Name History

Return to Business Search

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Report a Problem?

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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: Shurling Pit Stop Name of Corporation: JSK 108 LLC

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

Individual:

Name and Title: Harsh Kumar Patel (owner) Telephone Number: 856-465-9359

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

Residential Street Address: 408 Amberly Ct. Macon, GA 31210

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

Mailing Address: 1904 Shurling Dr. Macon, GA 31211

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership
- General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☑ Limited Liability Company (LLC)
- Managing Member, Total number of Managing Member(s): 1
- Member holdings 100 % of all outstanding membership interests.

☐ Privately Held Corp./Company
- Corporate Officer: Yes ____ No ____
- Shareholder holding _____% of all outstanding ownership interests.

☐ Publicly Traded Company
- Corporate Officer: Yes ____ No ____

☐ Other
- Other person exercising operational authority over the entity: _____

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

Introductory Text

All current Alcohol Handler Licenses expire December 31st.

There is no grace period.

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

Alcohol License Process:

The following is required to renew your insert handler:

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

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

Applicant Information

Information about your application:

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

Application Type : Initial Application

Demographic Information:

First Name : Harshkumar

Last Name : Patel

Home Address : 408 Amberly Ct

City : Macon

State : GA

Zip : 31210

Home Phone # : (856) 465-9359

Email : jsk108llc@gmail.com

[redacted]

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

Mailing Address : 408 Amberly Ct

City : Macon

State : GA

Zip : 31210

U.S. Citizenship

Are you a United States citizen?

UScitizen : Yes

Upload a copy of the Secure and Verifiable document here.

SecureAndVerifiableUpload:

Harshkumar- US Passport.pdf

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

saveAffidavit:

Macon Bibb County - Affidavit for ID - Harshkumar P. - 12.11.2025.pdf

Required Attachments

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

The Alcohol Handler Supplemental Packet can be found here.

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

supplementPacket:

ServSafe Alcohol Certificate 12-10-2025.pdf

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

Upload a current color passport size photo of applicant here.

photoUpload:

Photo - Harshkumar P. - 12.11.2025.png

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Certification and Attestation

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

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

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

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

Digital Signature

Enter Name Here : Harshkumar Patel

Date

Enter Today's Date : 12/11/2025

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Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,

Sherman Brown

Executive Vice President, National Restaurant Association Solutions

ID # 28093905

CARD # 28378646

ServSafe
National Restaurant Association

ServSafe Alcohol® CERTIFICATE

HARSHKUMAR PATEL

NAME

12/10/2025

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

This certificate confirms completion of the **ServSafe Alcohol®** responsible alcohol service program.

Sherman Brown

Executive Vice President, National Restaurant Association Solutions

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In Alaska you must laminate your card for it to be valid.

NOTE: You can access your score and certification information anytime at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.

NATIONAL RESTAURANT ASSOCIATION

233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1.800.SERVSAFE
312.715.1010 in the Chicago area
ServSafe.com

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Harshkumar Patel



AH001678

ALCOHOL HANDLER

EXP: 12/31/2026

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

COMMERCIAL LEASE CONTRACT

THIS COMMERCIAL LEASE CONTRACT (the "Lease"), made this **01st** day of **January** of **2026**, between **Shurling 1904, LLC** first party (hereinafter called "Landlord") and **JSK 108, LLC, Dba : Shurling Pit Stop** second party (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, this Lease amends, replaces and supersedes all previous agreements for possession of the Premises, as hereinafter defined;

WHEREAS, this Lease shall be the sole agreement between the Landlord and Tenant as to the possession of the Premises;

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

PREMISES AND RENT: The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, provided for and contained, to be paid kept and performed by the Tenant, has leased and rented, and by these presents leases and rents unto the said Tenant, and said Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises"), to wit:

1904 SHURLING DR,
MACON, GA 31211.

for the term of Ten (10) years commencing on the **01st** day of **January**, **2026**, and ending on the **31st** day of **December**, **2035** for which the Tenant agrees to pay **Landlord, by direct deposit into that certain account to be provided by Landlord,** on the first of each rental month, in advance, a monthly rental of: FIVE THOUSAND FIVE HUNDRED and No/100 Dollars ($5500.00) per month for the lease term.

There shall be Rent increases as follows:
#1 (Years 1st): $5500.00.
#2 (Years 2-5): $6000.00.
#3 (Years 6-10): $6500.00.

SECURITY DEPOSIT: No Security Deposit will be required under this Lease.

USE OF PREMISES: Tenant shall not use the Premises for any illegal activity. Tenant will, at Tenant's own expense, promptly comply with: (i) each and every federal, state and municipal statute, ordinance, code, rule, regulation, order, directive, or requirement, currently or hereafter existing, including, but not limited to, the Americans with Disabilities Act (the "ADA") and all environmental laws, including all of the requirements pertaining to leak detection and other regulatory compliance issues associated with the use of the underground storage tanks. Tenant shall employ a company to assure ongoing UST and GUST compliance, together with all amending and successor federal, state, county, and municipal statutes, ordinances, codes, rules, regulations, orders, directives, or requirements, and the common law, regardless of whether such laws are foreseen or unforeseen, ordinary or extraordinary, applicable to the Premises, Tenant, Tenant's use of or operations at the Premises, or all of them, (the "Requirements"); (ii) the requirements of any regulatory insurance body; or (iii) the requirements of any insurance carrier insuring the Premises; regardless of whether compliance results from any condition, event or circumstance existing on or after the commencement

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of the Lease term or requires structural or non-structural repairs or replacements. The failure to mention any specific statute, ordinance, rule, code, regulation, order, directive, or requirement will not be construed to mean that Tenant was not intended to comply with such statute, ordinance, rule, code, regulation, order, directive, or requirement.

TAXES: Tenant shall pay all taxes assessed against the Premises. Tenant shall pay any and all taxes, before delinquency, for any of Tenant's property located thereon. Tenant shall pay any and all other taxes and assessments relating to the Premises and/or Tenant's operation of business thereon, including without limitation sales taxes, use taxes, and occupancy taxes.

INSURANCE: Tenant shall, at Tenant's sole cost and expense, maintain and keep in force for the life of this Lease a general liability insurance policy insuring the Premises, covering the operation of the Tenant's business, and specifically including liquor liability, for claims for bodily injury, death and/or property damage, with limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate. The aforesaid dollar limits shall not in any way limit the liability of Tenant. The insurance will be with a company acceptable to Landlord.

Tenant shall, at Tenant's sole cost and expense, shall at all times during the Term of this Lease procure and maintain in full force and effect an All Risk Property Insurance Policy on the entire property, which shall include flood insurance, and on all improvements constructed thereon and any additions or alterations thereto or replacements thereof. Said policy shall include coverage for business income and extra expense for actual loss sustained for 12 months or 30% of gross sales. Said policy is to contain a Replacement Cost Endorsement, insuring against perils therein specified, in an amount equal to not less than one hundred percent (100%) of the replacement cost of all improvements on the Premises, exclusive of foundation and excavation costs, the proceeds of which shall be payable to Landlord and any Landlord's lender in accordance with their respective interests therein. In the event such insurance must be obtained in the name of the Landlord, Landlord will reasonably cooperate with Tenant to obtain the same, but Tenant shall be responsible to pay the policy in full at, or prior to, the time the policy is issued.

Tenant shall, at Tenant's sole cost and expense, shall at all time during the Term of this Lease procure and maintain in full force and effect the following policies: for Assault and Battery with coverage not less than $1,000,000.00; a crime policy for employee dishonesty in an amount not less than $25,000.00; an umbrella policy with coverage not less than $1,000,000.00; and any other policy required by the Landlord.

Tenant shall procure any and all other insurance as required by law, including without limitation, workers compensation insurance for statutory limits, including no less than Employer's Liability of $1,000,000.00/ $1,000,000.00/ $1,000,000.00 and the Alternate Employer's endorsement in favor of Landlord.

Landlord shall be named as an additional insured and loss payee in any and all insurance policies required under this Lease. Any and all policies required under this Lease shall be written by a carrier with an AM Best rating of at least A-VII.

Prior to the commencement date, Tenant shall deliver to Landlord certificates of insurance for the aforesaid policies. Each policy of insurance shall provide for ten (10) days prior written notice to Landlord of termination or material modification of said policy by each insurance carrier. At least ten (10) days prior to the date of each annual renewal of each policy, Tenant shall deliver a certificate to Landlord evidencing the renewal, and proof of payment of the premium for such renewal.

LATE CHARGE ; SERVICE CHARGE FOR RETURNED CHECKS: A Late Charge of $350.00 will be due on any rents received after the 10th of the month. A Service Charge of $50.00 will be due on any returned checks. Landlord reserves the right to refuse to accept personal checks from the Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid. Management will file dispossessory warrants

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

on or after the 15th of the month.

_____TENANT'S INITIALS _____TENANT'S INITIALS

An additional charge of $125.00 will be added to cover the cost of this warrant plus $35.00 to cover the cost of a writ, if necessary. In the event Landlord elects to hire an attorney to collect rent, or handle dispossessory proceedings, Landlord shall be entitled to recover all costs of collection, including courts costs and attorney fees.

ABANDONMENT/GOVERMENTAL ORDERS: Tenant agrees not to abandon or vacate the Premises during the period of this Lease and to comply with and carry out all rules, orders, requirements, ordinances, and regulations of Federal, State, City and/or County governments.

REPAIRS BY LANDLORD: Landlord shall not be required to make any repairs or improvements to Premises other than single roof repairs in excess of Five Thousand and No/100 Dollars ($5,000.00). To be clear, any accident or occurrence necessitating roof repairs costing less than $5,000.00, shall be the responsibility of the Tenant.

TENANT'S ACCEPTANCE OF THE PREMISES AND REPAIRS BY TENANT: Tenant accepts Premises in its present condition and agrees to surrender said Premises in as a good condition at the expiration of this Lease, natural wear and tear excepted. Tenant, at his own expense, whether the same be property of Landlord or Tenant, shall promptly repair and at all times maintain the lease Premises including, without limitation, heating and cooling units and systems in their entirety, store fixtures and equipment, electrical fixtures, equipment and electrical installation, plumbing fixtures, pipes and drains, including keeping all drains and pipes open and clear, all machinery and hardware, painting and decorations, and parking lot. Tenant, at Tenant's sole cost and expense shall keep in good order the the foundation, exterior walls, and abutting of sidewalks. Put simply, TENANT SHALL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE AND REPAIRS ON THE PREMISES (EXCEPT SINGLE OCCURRENCE ROOF EXPENSES IN EXCESS OF $5,000.00) AND ACCEPTS THE SAME IN ITS AS-IS CONDITION WITHOUT WARRANTY. *Tenant must keep the Property in a neat and sightly condition.*

In the event a situation arises that Tenant believes will require roof repairs in excess of $5,000.00, Tenant shall notify Landlord in writing, then Landlord shall secure a bid for the necessary work. In the event the bid secured by Landlord is in excess of $5,000.00 Landlord shall pay for said work. In the event the bid secured by Landlord is in $5,000.00 or less, Tenant shall pay for said work.

LICENSING, PERMITTING, AND RESTRICTED AGREEMENTS

(a) Tenant Responsibility for Licensing and Permitting.
Tenant shall, at its sole cost and expense, be solely responsible for obtaining, maintaining, renewing, and complying with any and all licenses, permits, approvals, registrations, and authorizations of every kind required to lawfully conduct Tenant's business within the Premises throughout the Term of this Lease (collectively, "Licenses"). Such Licenses shall include, without limitation, all required business licenses, occupational tax certificates, and any Coin Operated Amusement Machine ("COAM") licenses, permits, or registrations required under applicable federal, state, county, or municipal laws, rules, or regulations. Any change, modification, transfer, suspension, or replacement of any License during the Term shall require the prior written consent of Landlord, which may be granted or withheld in Landlord's sole discretion.

(b) Compliance with Landlord Agreements Affecting the Premises.
Tenant acknowledges and agrees that Tenant shall assume, honor, and strictly comply with any and all existing agreements of Landlord that bind or affect the Premises, whether now existing or hereafter disclosed to Tenant, including, without limitation, any fuel supply agreement. In the event any such fuel

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supply agreement terminates or expires during the Term of this Lease, Tenant shall not enter into any new fuel supply agreement affecting the Premises without the express prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion.

(c) No Encumbrance of Premises; Vendor Agreements.
Tenant shall not encumber the Premises, or any portion thereof, in any manner whatsoever, including through any license, permit, contract, lien, security interest, or vendor agreement. Tenant shall terminate all vendor, supplier, service, and operating agreements relating to the Premises upon the expiration or earlier termination of this Lease and shall indemnify, defend, and hold Landlord harmless from and against any claims, liabilities, costs, or expenses arising from Tenant's failure to do so.

(d) COAM Agreements Strictly Restricted.
Tenant shall not enter into, negotiate, extend, renew, assign, or amend any COAM agreement of any kind without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole discretion. Tenant shall not bind or attempt to bind Landlord to any COAM agreement or related obligation without Landlord's prior written consent.

If Landlord consents in writing to a COAM agreement, such agreement shall strictly comply with the following conditions:

(i) the COAM agreement shall be for a term of no more than one (1) year, with no automatic renewals, extensions, or holdover provisions unless Landlord explicitly waives it;
(ii) Tenant shall obtain a no-dispute certification and/or similar documentation from the COAM master licensee at least five (5) days prior to the expiration or termination of this Lease; and
(iii) Tenant shall ensure that the COAM master licensee timely delivers the required no-dispute certification to the Georgia Lottery Corporation on or before the termination or expiration of this Lease.

(e) Licensee Must Be Tenant; Insurance Required.
All Licenses utilized in connection with any business conducted under this Lease shall be issued in the name of Tenant only. Tenant shall not operate under, rely upon, or utilize any license, permit, or registration issued to any third party. Tenant, as licensee, shall maintain all insurance required under this Lease and under applicable law for the duration of the Term.

(f) Material Default.
Any violation of this Section shall constitute a material default under this Lease, entitling Landlord to exercise any and all rights and remedies available under this Lease and applicable Georgia law, including termination of the Lease and recovery of damages, attorney's fees, and costs.

EQUIPMENT, IMPROVEMENTS, AND TRADE FIXTURES: .Landlord retains title and ownership to all trade fixtures, apparatus and equipment located upon the Premises on the commencement of this Lease, including all attached to or used in connection with the Premises including, but not limited to, coolers, freezers, ice machine, counters, shelves deli equipment, gasoline dispensers and underground gasoline storage tanks, pumps, dispensers, signage and self-service equipment, heating and cooling systems, walk-in coolers, and electronic monitoring equipment, and the pipelines appurtenant thereto all of which shall remain the property of the Landlord and shall not, without the prior written consent of Landlord, be removed at any time by Tenant. All alterations, additions and improvements (except trade fixtures put in at the expense of the Tenant) shall remain upon and be surrendered with the Premises as part thereof at the termination of this lease, however, the Tenant is to make no changes of any nature in the above mentioned Premises without written consent from the Landlord of his Agent. The Tenant also agrees to indemnify the Landlord and his Agents against loss caused by and mechanic or material-man's lien against the property based on repairs, alterations, or improvements undertaken by the Tenant. Tenant ma (if not in default hereunder) prior to the expiration of this Lease, or any

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extension or renewal thereof, remove all trade fixtures and equipment which he has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

DESTRUCTION OF OR DAMAGE TO PREMISES: In the event of the total destruction of the Premises by fire or other casualty, this lease shall cease and come to an end and the Tenant shall be liable for rent only up to the time of such destruction. Should the Premises herein leased by partially damaged by a fire or other casualty at any time during the term hereof, the Tenant shall give immediate notice to the Landlord, who shall thereupon cause the same to be promptly repaired. A reduction of rent, proportionate to interference to occupancy shall be allowed the Tenant during the time necessary to restore said Premises or make the necessary repairs, as the case may be, but no reduction, however, shall be allowed for any interruption by reason of damage or repairs to adjoining or contiguous premises.

INDEMNITY: Tenant shall be responsible for the loss of or damage to property, or injury to persons, occurring in or about the Premises, by reason of any existing or future condition, defect matter of thing in said Premises or the property of which the Premises are part of, for the acts, omissions or negligence of other persons or tenants in and about the said property. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about Premises.

SUBLET AND ASSIGNMENT: Tenant may not sublet the Premises, assign this Lease, or otherwise allow a third party to manage this Lease without written consent of Landlord. Any such sublease or assignment approved by Landlord shall require an assignment fee payable to Landlord in the amount of Seven Thousand Five Hundred and No/100 Dollars ($7,500.00), which must be paid prior to any such sublease or assignment.

EVENTS OF AND REMEDIES UPON DEFAULT: In the event Tenant fails to pay rent when due, said Landlord has the right, at his option, to declare rental for entire term of this Lease immediately due and payable, to declare the Lease void, cancel the same, re-enter and take possession of the Premises. Tenant hereby agrees to surrender all inventory, including any fuel and retail items in the Premises, to Landlord in the event of a Tenant default. Landlord, at his option, upon breach of this Lease, may card for rent and sublet the Premises in the name of the Tenant (Tenant hereby grants Landlord a limited Power of Attorney to effectuate the same) and hold Tenant liable therefore. Such subletting on the part of the Landlord will not in any sense be a breach of the Lease on the part of the Landlord, but will be merely acting as agent for the Tenant to minimize damage. Said Landlord is not required, however, to let same for any other purpose than that specified herein. These rights of the Landlord are cumulative and not restrictive of any other rights under the law, and failure on the part of Landlord to avail himself of these privileges at any particular time shall not constitute a waiver of these rights. Landlord will be entitled to all costs associated with the same, including without limitation, its attorney fees. In the event Tenant fails to pay rent when due, Landlord has the right, at its option, to initiate collections and/or dispossessory proceedings against the Tenant as previously stated in this Lease. In the event Landlord elects to hire an attorney to collect rent, or handle dispossessory proceedings, Landlord shall be entitled to recover all costs of collection, including courts costs and attorney fees.

ATTORNEY'S FEES AND COSTS OF COLLECTION:
If Landlord employs an attorney or incurs any expense to enforce any provision of this Lease, to cure or respond to any default by Tenant, to protect or preserve Landlord's rights or the Premises, or to institute, prosecute, or defend any action or proceeding arising out of or relating to this Lease or Tenant's occupancy of the Premises (whether before or after termination of this Lease, and whether or not litigation is commenced), then Tenant shall pay to Landlord, upon demand, all reasonable attorney's fees, court costs, filing fees, expert fees, investigation costs, administrative expenses, and all other costs and expenses incurred by Landlord in connection therewith.

Tenant's obligation under this Section shall include, without limitation, attorney's fees and costs incurred in connection with: (a) pre-litigation demands and notices; (b) dispossessory or eviction proceedings; (c) appeals; (d) bankruptcy proceedings involving Tenant; (e) post-judgment enforcement, collection, or execution; and (f)

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

the enforcement of any judgment or settlement. This obligation shall survive the expiration or earlier termination of this Lease.

NON-WAIVER: The rights of the Landlord herein granted are cumulative and not restrictive of any other rights under the law, and failure on the part of the Landlord to avail himself of these privileges at any particular time shall not constitute a waiver of these rights.

EXTERIOR SIGNS: Tenant shall place no signs upon the outside walls or roof of the Premises except with written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with rules and regulations governing such signs, and the Tenant shall be responsible to Landlord for any damages caused by installation, use or maintenance of said signs. Tenant, upon the expiration of this Lease, and any extension or renewal thereof, shall remove said signs and agrees upon removal of said signs to repair all damage incident to such removal.

ENTRY FOR CARDING, ETC.: Landlord may card the Premises "For Rent" or "For Sale" ninety (90) days before the termination of this Lease or in the event of default by the Tenant. Landlord may enter the Premises at reasonable hours to exhibit same prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

UTILITIES: Tenant shall promptly pay all deposits, hook up costs, utility bills, including but limited to water, sewer, gas, electricity, telephone, garbage fees accruing against the said property. If Tenant fails to pay any of the bills, Landlord may pay the same and such payment shall be added to and become part of the next rental payment due under this lease together with an administrative fee of One Hundred and No/100 Dollars ($100.00).

NO ESTATE IN LAND: This lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

HOLDING OVER: If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescing; and without any express agreement of parties, Tenant shall be a tenant at will at the rental rate which is in effect of the end of the Lease; and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence , then Tenant shall be a tenant at sufferance and, commencing on the date following the date of such expiration, the monthly rental payable at time of expiration, for each month or fraction therefore during which Tenant so remains in possession, by twice the monthly rental otherwise payable.

SERVICE OF NOTICE: Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time, or occupying the Premises; and if no person is in charge of, or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. A copy of all notices under this Lease shall also be sent to the Tenant's last known address, if different from the Premises.

DEFINITIONS: Whenever in this instrument the terms LANDLORD, TENANT, and/or AGENT are used, the same shall be construed to include heirs, executors, administrators, successors and assigns of said designated party.

TERMINATION: Landlord shall have the unilateral right to terminate this Lease upon thirty (30) days' prior written notice to Tenant. Upon termination of this Lease for any reason, Tenant shall immediately surrender possession of the Premises. Any inventory, trade fixtures, equipment, or improvements belonging to Tenant that are not removed from the Premises within twenty-four (24) hours following the effective date of termination, or that cannot be removed in accordance with the terms of this Lease, shall be deemed **abandoned** and shall

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

automatically become the sole and exclusive property of Landlord, without any obligation on the part of Landlord to compensate Tenant for the same. Notwithstanding the foregoing, Tenant shall remain fully responsible for repairing, at its sole cost and expense, any damage to the Premises resulting from the removal of any fixtures, equipment, or improvements.

USA PATRIOT ACT: Tenant represents to Landlord that: (i) neither Tenant nor any person or entity that directly owns a ten percent (10%) or greater equity interest in the business nor any of its officers, directors or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 (the "Executive Order") signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action; (ii) that Tenant's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, or the regulations or orders promulgated there under (as amended from time to time, the "Money Laundering Act"); and (iii) that throughout the term of this Lease, Tenant shall comply with the Executive Order and with the Money Laundering Act.

GUARANTY OF LEASE: This Lease shall be personally guaranteed by the party, or parties, signing that certain Guaranty of Lease attached hereto as Exhibit "A" and incorporated herein for all purposes by this reference thereto. The parties hereto acknowledge and agree, but for said Guaranty of Lease, Landlord would not have entered into this Lease.

This contract contains the entire agreement between parties and no representations, warranties or promises not contained herein shall be binding upon the parties hereto. The LANDLORD has made no promises to make any improvements or repairs upon the rented premises except as noted herein. This Lease shall be governed by and construed under the laws of the State of Georgia without any presumption or rule requiring construction against the party causing such Lease to be drafted. The exclusive venue for any legal action, claim, suit, dispute or matter arising out of or relating to this Lease or any documents to be executed pursuant to this Lease by any of the parties hereto shall be Bibb County, State of Georgia.

In Witness Whereof The Parties Hereto Have Set Their Hand And Seal The Day And Year First Written Above.

LANDLORD: Shurling 1904 LLC,

By: _____

Name: TEJALBEN PATEL

Title: Member

TENANT: JSK 108, LLC

_____

Name: HARSHKUMAR A. PATEL

Title: Member

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

EXHIBIT "A"
GUARANTY OF LEASE

THIS GUARANTY OF LEASE (hereafter the "Guaranty") is made a part of that certain **COMMERCIAL LEASE CONTRACT** (hereinafter referenced as "Lease"), effective the **01st** day of **January, 2026**, by and between **SHURLING 1904, LLC** (hereinafter referenced as "Landlord"), and **JSK 108, LLC** (hereinafter referenced as "Tenant") for the real property and business located at **1904 Shurling Dr, Macon, Ga 31211**. Landlord is unwilling to enter into the Lease unless **HARSHKUMAR A. PATEL** (hereafter the "Guarantor") assures Landlord of the full payment and performance of the Tenant's obligations under the Lease.

1) In consideration of the execution of the Lease by Landlord, Guarantor hereby absolutely, unconditionally, irrevocably guaranties to Landlord, and the successors and assigns of the Landlord, the full, timely and complete: (i) payment of all Rent and other sums payable by Tenant to Landlord under the Lease and any amendments or modifications thereto; and (ii) performance of all covenants, representations and warranties made by Tenant and all obligations to be performed by Tenant, pursuant to the Lease (hereafter the "Guaranteed Obligations").

2) Upon any breach or default by Tenant under the Lease, Landlord may proceed immediately against Tenant and/or Guarantor (without joining Tenant or any other person, including, without limitation, Guarantor) to enforce any of Landlord's rights or remedies against Tenant or Guarantor pursuant to this Guaranty, the Lease, or at law or in equity without notice to or demand upon either Tenant or Guarantor. This Guaranty shall not be released, modified or affected by any failure or delay by Landlord to enforce any of its rights or remedies under the Lease or this Guaranty, or at law or in equity.

3) Guarantor hereby waives: (i) presentment, demand for payment and protest of non-performance under the Lease; (ii) notice of any kind including, without limitation, notice of acceptance of this Guaranty, protest, demand, default, nonpayment, or the creation or incurring of new or additional obligations of Tenant to Landlord; (iii) any right to require Landlord to enforce its rights or remedies against Tenant under the Lease, or otherwise; (iv) any right to require Landlord to proceed against any security held from Tenant or any other party; (v) any right of subrogation; and (vi) any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation or other right or remedy of Guarantor against Landlord or any such security, whether resulting from an election by Landlord, or otherwise. Any partial payment by Tenant or other circumstance which operates to toll any statute of limitations as to Tenant shall operate to toll the statute of limitations as to Guarantor. This Guaranty binds Guarantor's heirs, personal representatives, successors and assigns.

Guarantor has executed this Guaranty as of the 16th day of December, 2025.

Signed, sealed, and delivered
in the presence of:

Witness

Notary Public

GUARANTOR:

HARSHKUMAR A. PATEL

(Seal)

CHANELL J PARGO
NOTARY PUBLIC
Bibb County
State of Georgia
My Comm. Expires Feb. 19, 2029

SS# 616-72-2548
Address: 720 Gateway Dr,
Bonaire, GA 31005-3316

DL NO : 072344775 (Georgia State)

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

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: Patel Date: 01/14/2026

Business Name: Shurling Pit Stop / JSK 108 LLC

I hereby certify that Harshkumar A 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 14 day of January, 2026.

CAMILLE TORRES LEBRON NOTARY PUBLIC BIBB COUNTY, GEORGIA

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

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Shurling Pit Stop

Business Address: 1904 Shurling Dr. Macon, GA 31211

***Instructions*:**

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

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

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

Definitions:

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

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

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

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

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

Applicant/Agent Signature

01/13/2026
Date

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

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.

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

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: Shurling Pit Stop

Business Address: 1904 Shurling Dr. Macon, GA 31211

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

R V K #7209 — 01/13/2026

Code Enforcement Department Designee — Date

RICHIE V. KENARICK

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

Hotel — 01/13/2026

Applicant/Agent Signature — Date

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

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.

Patel	Harshkumar Patel	01/13/2026
Signature	Print Name	Date

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

Alcohol License Questionnaire

Name of Business: Shurling Pit Stop
Owner's Name: Harshkumar Patel
Address: 1904 Shurling Dr,
Macon, GA 31211

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

Patel
Signature

Harshkumar Patel
Print Name

01/13/2026
Date

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

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: Shurling Pit Stop

Business Address: 1904 Shurling Dr, Macon, GA 31211

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

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

Rated
Applicant/Agent Signature

01/13/2026
Date

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

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 #

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the usiness Owner: Harshkumar Patel, Business 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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

JSK 108 LLC - Harshkumar Patel - 100 %.

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

Harshkumar A Patel Harshkumar Patel
Print and Sign Name

Sworn to and subscribed before me this
14 day of January, 2026.

Notary Public
My Commission Expires: April 17 2028

CAMILA M TORRES LEBRON NOTARY PUBLIC BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

Macon-Bibb County
Certificate of Good Standing

.Name and Title of the roperty Owner: Tejalben Patel

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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

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

TkPatel Tejalben Patel

Print and Sign Name

Sworn to and subscribed before me this

day of January 14th 20 26.

TinaPatel

Notary Public

My Commission Expires: 12/15/2029

TINA PATEL NOTARY PUBLIC EXPIRES GEORGIA 12-15-2029 HENRY COUNTY

Rev. April 2022
See O-22-0011

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

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 2/23/2026 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

SF

Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: BD23440D-9884-499C-83EF-FBCF37171709

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: Harshkumar Patel – fingerprints complete 01/16

Business Name: JSK 108 LLC DBA Shurling Pit Stop

Business Address: 1904 Shurling Dr, Macon, GA 31211

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

Granted DocuSigned by: 1/26/2026
Sheriff, Macon-Bibb County, Georgia **Date**

Denied 1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

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

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

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

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

Docusign Envelope ID: AA3A7F73-CFCF-4C7A-98D0-BB4C6F54A2E0

ADDED TO THE MARCH 17, 2026 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**	Alcohol Beverage Caterer	**$600**
Sunday Sales	**$300**	Brown Bag	**$0**	Temporary Alcohol License	**$100**
___ Please check here if you are applying for a Business Continuation License. Business Continuation License is **25% of applicable fees.**					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

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

$ 1500 **Alcohol License Fees + $400 Application Fee = $** 1900

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 good standing.
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.

Docusign Envelope ID: AA3A7F73-CFCF-4C7A-98D0-BB4C6F54A2E0

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

BUSINESS

Federal Tax ID #: 41-2549006 State Tax ID#: 309113553

Business Name: BP MART Corporate and Trade Name: 3843 UNITED LLC

Local Business Address: 3843 BLOOMFIELD RD, MACON, GA, 31206
(P.O. Box Not Allowed) City State Zip

Mailing Address: 3843 BLOOMFIELD RD, MACON, GA, 31206
Street Address (City State Zip)

Local Business Phone #: 478-259-0459 Email Address: MACONZAMIN@GMAIL.COM

Contact Person: JIGAR PATEL Contact Phone #: 732-397-9720

AGENT

Agent's Name: JIGAR PATEL Agent's Title: OWNER

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

Home Address: 396 E CAMDEN ST City: MILLEDGEVILLE State: GA Zip: 31061

Home Phone #: 732-397-9720 Email: MACONZAMIN@GMAIL.COM

Mailing Address: 396 E CAMDEN ST City: MILLEDGEVILLE State: GA Zip: 31061

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: JIGAR PATEL Title: OWNER

Home Address: 396 E CAMDEN ST City: MILLEDGEVILLE State: GA Zip: 31061

Home Phone #: 732-397-9720 Email: MACONZAMIN@GMAIL.COM

Mailing Address: 396 E CAMDEN ST City: MILLEDGEVILLE State: GA Zip: 31061

Rev. 12/24

Docusign Envelope ID: AA3A7F73-CFCF-4C7A-98D0-BB4C6F54A2E0

Name-Based Criminal History Record Information Consent/Inquiry From

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

.....via:

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

Full Name (Print):	JIGAR ASHWINBHAI PATEL		
Address	396 E CAMDEN ST, MILLEDGEVILLE, GA, 31061		
Sex	Race	Date of Birth	Social Security Number
M	ASIAN	[redacted]	

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

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

J.A.Patel — 12/11/2025

Signature — Date

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

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

Purpose Code used: (Check all that apply)

	Employment (E) - Provides Georgia Criminal History Record Information
	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
	Employment with Children (W) - Provides Georgia Criminal History Record Information
	Public Records (P)- Provides Georgia Felony Convictions Only
	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
	Civilian Criminal Justice (J)- State and III Info Received
	Sworn Criminal Justice Employment (Z) - State and III Info received

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

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

Agency Designee Signature and Title — Date

Docusign Envelope ID: AA3A7F73-CFCF-4C7A-98D0-BB4C6F54A2E0

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

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

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

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

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

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

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

Business Name: BP MART

Printed Name of Applicant: JIGAR PATEL

*Signature of Applicant: J.A. Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 11TH DAY OF December, 2025.

HARALI PATEL NOTARY PUBLIC BIBB COUNTY, GEORGIA

NOTARY PUBLIC

04/12/27

MY COMMISSION EXPIRES

Docusign Envelope ID: AA3A7F73-CFCF-4C7A-98D0-BB4C6F54A2E0

MEASUREMENT FORM

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

APPLICANT: **Jiger Patel**

PROPOSED LICENSE: **BEER AND WINE PACKAGED TO GO**

BUSINESS LOCATION: **3483 Bloomfield Road**

BUSINESS NAME: **3843 United 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 Hayes -Macon-Bibb County Engineer

Date: 11/25/25

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

Docusign Envelope ID: AA3A7F73-CFCF-4C7A-98D0-BB4C6F54A2E0

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

3843 United LLC

#3843 Bloomfield Road

4,850' — SCHOOL GROUND property line

Veterans Elementary School

5,050' — SCHOOL BUILDING

Veterans Elementary School

1,700' — COLLEGE CAMPUS property line

Central Georgia Technical College

16,000' — ALCOHOLIC TREATMENT CENTER building

River Edge - Fulton Mill Road

630' — PUBLIC LIBRARY or BRANCH building

Library Annex - Macon Mall

3,250' — MACON-BIBB COUNTY HOUSING AUTHORITY property

Maple Court

1,900' — CHURCH (building)

Bloomfield Baptist Church

#4235 Bloomfield Road

1,650' — CHURCH GROUNDS

Bloomfield Baptist Church

10,700' — M-B COUNTY RECREATION CENTER property

Frank Johnson Recreation Center

N/A — Vice Mart – Small Box Retail Store – Small Box Discount store (2500')

Applicant self-identifies as a:

"Gas Station"

JW

OK!

Paul A. Hoinowski

November 24, 2025

Docusign Envelope ID: AA3A7F73-CFCF-4C7A-98D0-BB4C6F54A2E0

APPLICATION FOR AFFIDAVIT

DATE: 11/14/2025

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

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: ____

BEER ____

WINE ____

MIXED DRINKS (Liquor) ____

PACKAGE SALE TO GO: ✓

BEER ✓

WINE ✓

ALCOHOLIC BEVERAGES (Liquor) ✗

NAME OF BUSINESS: 3843 United LLC

LOCATION OF BUSINESS: 3843 Bloomfield Road

PERSON APPLYING FOR AFFIDAVIT: Jigar Patel

TELEPHONE: 732-397-9720

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

Docusign Envelope ID: AA3A7F73-CFCF-4C7A-98D0-BB4C6F54A2E0

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: 3843 United LLC / BP Mart

Business Address: 3843 Bloomfiled Road, 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: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. 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.

Docusign Envelope ID: AA3A7F73-CFCF-4C7A-98D0-BB4C6F54A2E0

McClatchy

News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
	IPL0291661	Legal Ad - IPL0291661		1.0	29.0L

ATTENTION: yatin patel
129 GOLDEN OAK DR
nacon, GA 31216
naconzamin@gmail.com

To Whom It May Concern:

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

2.0 insertion(s) published on:
11/19/25 Print, 11/26/25 Print

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR beer and wine package to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the November 26, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as 3843 United llc DBA BP Mart, 3843 Bloomfield Road, Macon, GA 31206. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This November 19, 2025. Jigar A Patel, Applicant
IPL0291661
Nov 19,26 2025

Print Tearsheet Link

Marketplace Link

Julie Ambry

DIGITALLY SIGNED

Julie Ambry

Russ Cage Davis

DIGITALLY SIGNED

Sworn to and subscribed before me on Nov 26, 2025, 11:48 AM ES

NOTARY PUBLIC STATE OF TEXAS
RUSS CAGE DAVIS
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 135512448
MY COMMISSION EXPIRES 4/24/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

Docusign Envelope ID: AA3A7F73-CFCF-4C7A-98D0-BB4C6F54A2E0

OTICE OF INTENT TO FILE REQUEST
OR beer and wine package to go

ursuant to the ordinance adopted by
ie Macon-Bibb County Commission,
ated December 4, 2018, as now or
ereafter amended, notice is hereby
iven that on or after the November
6, 2025, the undersigned will apply to
aid Macon-Bibb County Commission
or the above-described license(s) at
n establishment known as 3843 Unit-
d llc DBA BP Mart, 3843 Bloomfield
oad, Macon, GA 31206. The public
invited to comment on the proposed
cense by submitting comments in
riting to Macon-Bibb County Tax
ommissioner's Office. Attn: Alcohol
icense Comments, 188 Third Street,
lacon, GA 31201 within fourteen
ays of the date shown below.

his November 19, 2025. Jigar A Patel,
pplicant
L0291661
ov 19,26 2025

Docusign Envelope ID: AA3A7F73-CFCF-4C7A-98D0-BB4C6F54A2E0

ZONING COMPLIANCE

PERMIT NO: ZC-2025-3143	PERMIT TYPE: Permitted Use	DATE ISSUED: 11/26/2025
PARCEL NO: M0840214	ZONING DISTRICT: PDS	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Jigar Patel	
	3843 UNITED LLC	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	3843 BLOOMFIELD RD	
PROPERTY OWNER'S NAME:	3843 BLOOMFIELD RD LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

Approval is granted for a fueling center 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. No more than six (6) amusement or gaming machines are authorized by this approval and the floor area as utilized by these machines or their patrons shall be less than thirty (30) percent of the gross floor area of the establishment; should the machines and their patrons occupy more than this or should there be more than six (6) machines, a separate application for an amusement facility/indoor recreation facility is required. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Any permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, the zoning permit must be displayed on the premises together with the business license.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 11/26/2026

APPROVED BY: Trisha Kawa

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

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GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**3843 United LLC**	Control Number:	**25218025**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Owes Current Year AR**
NAICS Code:	**Retail Trade**	NAICS Sub Code:	**Gasoline Stations with Convenience Stores**
Principal Office Address:	**3843 Bloomfield Rd, Macon, GA, 31206, USA**	Date of Formation / Registration Date:	**11/4/2025**
State of Formation:	**Georgia**	Last Annual Registration Year:	**NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Jigar Patel**

Physical Address: **396 E CAMDEN ST, MILLEDGEVILLE, GA, 31061, USA**

County: **Baldwin**

Back

Filing History Name History

Return to Business Search

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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: BP MART Name of Corporation: 3843 UNITED LLC

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

Individual:

Name and Title: JIGAR PATEL Telephone Number: 732-397-9720

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

Residential Street Address: 396 E CAMDEN ST, MILLEDGEVILLE, GA, 31061

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

Mailing Address: 396 E CAMDEN ST, MILLEDGEVILLE, GA, 31061

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership
- General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☑ Limited Liability Company (LLC)
- Managing Member, Total number of Managing Member(s): 1
- Member holdings 100 % of all outstanding membership interests.

☐ Privately Held Corp./Company
- Corporate Officer: Yes ___ No ___

☐ Other
- Other person exercising operational authority over the entity: _____

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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: JIGAR Last Name: PATEL

Home Address: 396 E CAMDEN ST City: MILLEDGEVILLE State: GA Zip: 31061

Home Phone #: 732-397-9720 Email: MALONZAMIN@GMAIL.COM

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

Mailing Address: 396 E CAMDEN ST City: MILLEDGEVILLE State: GA Zip: 31061

- **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.

J.A. Patel
Applicant's Signature

12/11/2025
Date

I hereby certify that Jigar 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 11th day of December, 2025.

CHAITALI PATEL NOTARY PUBLIC BIBB COUNTY, GEORGIA

Notary Public

01/12/27
My Commission Expires

Rev. 06/24

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QWY8RDFMPFDH6

Certificate of Completion

This is to certify that

Jigar Patel

has completed the training course

ALCOHOL AWARENESS COURSE - MACON-BIBB

Wednesday, Dec 10 2025

Marshall Talley
Trainer

CHEERS HOSPITALITY COLLECTIVE
CRAFTING CONNECTIONS. ELEVATING EXPERIENCES.

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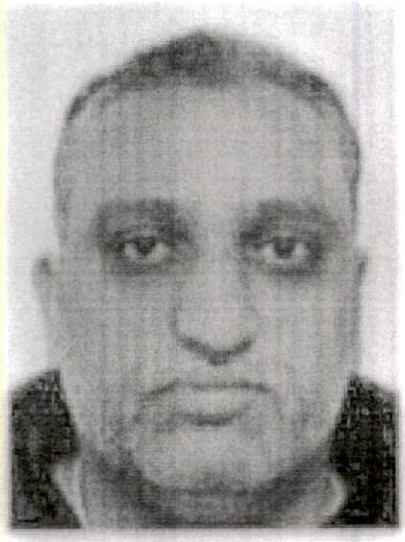
Jigar Ashwinbhai Patel



AH001705

ALCOHOL HANDLER

EXP: 12/31/2026

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COMMERCIAL REAL ESTATE LEASE CONTRACT

THIS AGREEMENT, made effective the 1st day of November 2025, by and between 3843 Bloomfield Rd, LLC, a Georgia limited liability company with an address of 113 Hunter Trce, Macon, GA 31210 ("Landlord") and 3843 United, LLC a Georgia limited liability company with an address of 3843 Bloomfield Road, Macon, GA 31206. ("Tenant").

WITNESS ETH:

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

1. Premises. Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein mentioned to be paid, kept and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, property and improvements located comprising approximately 3800 sq ft and known as Suite A located at 3843 Bloomfield Rd, Macon, GA 31206 (the "Premises").

2. Term of Lease. The Term of this Lease shall commence on the date a certificate of occupancy is granted to the Premises, which is projected to be on or around 15 December, 2025 and, unless sooner terminated as hereinafter provided, shall expire on the 31st day of December, 2026. Tenant must give written notice of its election to renew, at least One Hundred Twenty (120) days prior to the end of the then term.

3. Rent. (a) Tenant agrees to pay Landlord, by payments at Landlord's address of 113 Hunter Trce, Macon, GA 31210 or at any other address as designated by Landlord, promptly on the first day of each month in advance, during the Term and the Renewal Term of this Lease, rent as follows:

Months 1-12 $ 11,000.00 per month

BP JP

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An additional sum of ten percent (10%) of any rental payment made subsequent to the grace period after due date shall be paid by Tenant to Landlord. The first month's rent shall due and payable at the execution of this lease. Notwithstanding anything contained herein to the contrary, rent payments do not start until fifteen (15) days after the issuance of the certificate of occupancy.

4. Utility Bills and Taxes. Tenant shall bear and pay all utility bills, including, but not limited to, water charges, sewer, gas, electricity, fuel, telephone, light, and heat for the leased Premises. Tenant shall also bear and pay all charges for garbage collection services or other sanitary services rendered to leased Premises or used by Tenant in connection therewith. Tenant shall bear and pay its proportionate amount of all ad valorem and other taxes levied against the Premises (which the parties agree to be 60%), and 100% of the personal property or the business operated by Tenant. If Tenant fails to pay any of said utility bills, charges for garbage collection or other sanitary services, taxes, or other charges due, Landlord may pay same and such payment may be added to the next rent due.

5. Use of Premises. The Premises shall be used for a convenience store and the retail sale of gasoline and other petroleum products. The Premises shall not be used for any unlawful purpose or for any purpose other than as specified above. The Premises shall not be used for any illegal purpose, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant shall not commit or allow any waste or nuisance upon the leased Premises, and shall maintain the Premises in a clean, neat, orderly, and attractive condition. Landlord shall allow gaming machines for sale of the Premises with the Tenant provided they are operated within the appropriate gaming laws and Tenant assumes all of the liability associated with any gaming activity on the Premises and Tenant indemnifies Landlord against all claims resulting from any wrong doing related to the gaming machines which indemnity shall survive termination of this Lease.

6. Operation of the Premises. Tenant shall (1) keep the Premises, equipment and fixtures in good condition, properly lighted, clean, safe, sanitary, and free of trash, rubbish, and other debris; (2) keep the approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice and snow, at all times; (3) not engage in or permit any improper act or conduct on the Premises detrimental

HR. JP

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to Tenant, or Landlord, or any member of the public; (4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business; (5) keep the business adequately stocked with petroleum products and inventory normally stocked at a convenience store; (6) keep the business open at least 6 a.m. – 9 p.m., seven days per week; and (7) comply with all requests necessary to keep the then existing BP brand (currently BP) at the location.

Tenant understands that Tenant is required to comply with certain appearance, cleanliness and customer service guidelines of the existing brand or any subsequent brand of motor fuel. Tenant shall comply with these guidelines and to provide courteous service to motor fuel customers. Further Tenant agrees to take all action reasonably necessary to maintain the applicable petroleum brand at the location. In the event Tenant fails to comply with its obligations under this paragraph, Landlord may, in addition to any other rights and remedies available, take such action and/or expend such monies as may be necessary to cure the default, and Tenant agrees to reimburse Landlord for all such expenditures. Tenant shall pay to Landlord such money expended and/or the fair market value of the resources expended with the rent payment next due.

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

8. Repairs and Maintenance. Landlord gives to Tenant control of Premises and shall be under no obligation to inspect said Premises. Tenant accepts the leased Premises and equipment in their present condition and as suited for the intended use by Tenant. Tenant shall, throughout the Term of this Lease and all renewals thereof, at Tenant's expense, maintain in good order and repair the Premises and all equipment, and all other improvements, and fixtures located on the Premises. Tenant further agrees to care for the grounds around the building, including the mowing of grass, care of shrubs, general landscaping. Tenant agrees to return said Premises and the equipment to Landlord at the expiration or prior to termination of this Lease in as good condition and repair as when first received, natural wear and tear excepted. It is acknowledged that the intent of this

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paragraph is for the Landlord to have to do no repairs or maintain any portion of the Premises or the equipment.

9. Environmental. Tenant shall comply with all environmental laws, rules and regulations pertaining to the operation of the business and the Premises including all of the requirements pertaining to underground storage tanks. Further, without limiting the foregoing, Tenant agrees to the following:

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

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

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

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

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(e) Tenant agrees to indemnify, defend, and hold Landlord harmless from all clean-up costs, personal injury, death or property damage claims, and fines or penalties which arise out of or are related to the leakage of petroleum products during the Term or the Renewal Terms of the Lease as the result of any acts or omissions of Tenant. Further Tenant agrees that if Tenant fails to make all required reports to the proper authorities and take possession thereof and alert the Premises or any part thereof, Tenant shall be liable for the deductible under the GUST Trust Fund should a release occur. This indemnity shall survive termination of this Lease.

10. Destruction or Damage to Premises. If Premises are partially destroyed by storm, fire, lightning, earthquake, at the election of Landlord the Lease shall terminate, or Landlord shall restore the Premises and rent shall abate while the Premises are being restored.

11. Indemnification of Landlord Against Loss or Claim. Tenant shall protect, indemnify, defend, and save harmless Landlord from and against all claims, demands, liability, losses, or costs, whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by Tenant. Tenant shall, at Tenant's expense, provide and keep in force for the benefit of Landlord comprehensive general liability insurance covering the Premises and the business to be operated thereon, in an amount not less than $1,000,000.00 single limit coverage for each accident or occurrence, and not less than $250,000.00 for property damage. Tenant shall furnish to Landlord evidence of such insurance within fifteen (15) days of the date hereof and at such other times as Landlord may require. Tenant shall defend, indemnify, and save harmless Landlord from and against all claims, demands, liabilities, losses, or costs to which Landlord may be subjected for or by reason of any person, firm, or corporation seeking to hold or holding Landlord liable or in any way responsible for the debts or obligations incurred in any manner in connection with the conduct and operation of the business conducted on the Premises. This indemnity shall survive the termination of this Lease.

12. Insurance of the Premises. Tenant shall, at Tenant's sole cost and expense, keep Tenant's property, inventory and equipment insured. Additionally, Tenant must, at Tenant's cost reimburse Landlord for 60% of the fire and hazard insurance on the entire building and improvements located on the Premises (which Landlord will endeavor to carry an amount

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of one hundred percent (100%) of the insurable value thereof). Tenant shall reimburse Landlord for its share of insurance within ten days of being invoiced by Landlord.

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

14. Condemnation. If the whole of the leased Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, shall be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the Term hereof shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that Tenant waives any and all rights in any award made by any condemnation authority notwithstanding the termination of the Lease as herein provided.

15. Assignment and Subletting. Tenant may not assign and/or sublet this Lease without the prior written consent of Landlord.

16. Default. It is mutually agreed that in the event Tenant shall default in the payment of rent after given 5 days written notice to cure the default, including additional rent, herein reserved, or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the payment of rent, including but not limited to those enumerated in paragraph 6 and not cleared the default after given twenty day written notice – OR, IF THE PETROLEUM BRAND AS THE RESULT OF THE ACTS OR OMISSIONS OF TENANT, or if a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act is filed as to Tenant, or if a receiver is appointed for Tenant's property; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for the benefit of creditors; or if the members of Tenant at commencement of leases changes by more than 25% or if Tenant's effects should be levied upon or attached under process against Tenant;

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or if Tenant violates or is in default of any other agreements between Landlord and Tenant, or if Tenant fails to default of the Supply Agreement for the Premises or causes if Tenant, or if Tenant breaches any actual or threatened debranding of the Premises by the then current supplier or brand, Landlord at its option may (i) terminate this Lease by written notice to Tenant whereupon this Lease shall terminate immediately and possession of the Premises shall immediately be returned to Landlord, (ii) not terminate this Lease and enter the Premises and take possession thereof and relet the Premises or any portion thereof on such terms as Landlord deems appropriate. Any rent from any reletting shall be applied to any indebtedness other than rent owing to Landlord, second to Landlord's attorneys' fees and brokerage fees and other expenses of exercising its rights, and third, to the rent due. Tenant agrees to pay any deficiency within ten (10) days of demand by Landlord therefor, or (iii) pursue separately or concurrently, any and all other remedies allowed by law or in equity.

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

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

17. Entry for Carding, etc. Landlord may card Premises "For Rent" or "For Sale" sixty (60) days before termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

18. Mortgagee's Rights. Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be, placed upon the Premises by

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Landlord. Tenant shall execute and deliver (subject to delays caused by Landlord's lender or other third parties), within ten (10) business days after receipt of written request by Landlord an estoppel and non-disturbance and attornment agreement ("SNDA") with respect to any such deed to secure debt.

Tenant agrees, from time to time and within 10 business days after written request by Landlord, to deliver to Landlord's lender or prospective purchaser of the Premises, an estoppel certificate stating, to the best of Tenant's knowledge, that this Lease is in full force and effect, the amount of rent then being paid, whether Tenant has any claims against Landlord, and any other information reasonably requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this section may be relied upon by any prospective purchaser or mortgagee of the Premises or of any interest therein.

19. No Estate in Land. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant's interest in the Premises is possessory only, and personal to Tenant, and is not subject to levy or sale, nor assignable by Tenant except by Landlord's consent.

20. Holding Over. If Tenant remains in possession of the Premises after expiration of the Term hereof, with or without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a Tenant at will at 150% the rental rate in effect at the end of the Lease. There shall be no renewal of this Lease by operation of law.

21. Attorney's Fees and Homestead. If any rent owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay reasonable attorney's fees. Tenant waives all homestead rights and exemptions which it may have under any law against any obligations owing under this Lease. Tenant hereby assigns to Landlord its homestead and exemption.

22. Security Deposit. Tenant shall deposit with Landlord one month's rent in the amount of $10,000.00 at the commencement of this Lease. Upon the expiration of this Lease, at which time there was no default by the Tenant, Landlord shall return the Security Deposit to Tenant. If Tenant fails to timely pay the rental amount as it becomes due, Landlord shall apply the Security Deposit towards the rental amount and Tenant must refresh the Security Deposit with Landlord upon request.

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23. Service of Notice. Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the leased Premises at the time, or occupying said Premises. If no person is in charge of or occupying said Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. A copy of all notices under this Lease shall also be sent to Tenant's last known address, if different from the Premises.

24. No Waiver of Rights. All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative, including those rights given by law. No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

25. Legality of Agreement. In the event any portion or portions of this Lease are declared unconstitutional, illegal, void, or of no force and effect, the balance of this Lease shall remain in full force and effect and enforceable as a binding contract.

26. Time of Essence. Time is of the essence of this agreement.

27. Terms Inclusive. This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. "Landlord" as used in this Lease shall include Landlord, its assigns, and successors. "Tenant" shall include Tenant, his heirs, and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or subtenants, as to the premises or portion thereof covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, and shall also include any corporation, partnership, or individual, as may fit the particular parties.

28. Additional Provisions

28.1. Without limiting the other terms and conditions of this Lease, Tenant specifically acknowledges and further agrees that: a) there are inherent risks in the operation of a business at the Premises and Tenant is willing and able to bear such risks, including, without limitation, the loss of any investment in the Premises or such business upon termination of this Lease; b) upon termination of this Lease for any reason, Landlord shall have the right to use the Premises as it deems appropriate, including, but not limited to, selling the Premises, operating a gas station or convenience store upon the Premises, converting the Premises to any other use Landlord deems appropriate, or leasing the Premises to a new lessee; c) Landlord has no obligation to lease the Premises to any new lessee, whether or not prospective lessee is willing to purchase Tenant's inventory, trade fixtures, or equipment; d) Any improvements, fixtures or equipment are not or cannot be removed in accordance with the provisions of the Lease shall become the sole and entire property of Landlord upon termination of this Lease; e) Landlord has no obligation to reimburse Tenant for any losses which Tenant might suffer in the

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operation of Tenant's business at the Premises or due to the termination of this Lease; and f) Landlord has no obligation to purchase any of Tenant's inventory, equipment or trade fixtures, or to reimburse Tenant for any sums invested by Tenant to improve the Premises or the business operated by Tenant on the Premises.

28.2. Tenant hereby releases and forever discharges Landlord, its affiliates and their respective shareholders, directors, officers, employees and agents (collectively, the "Released Parties") from any and all losses, damages, injuries, claims, demands, rights and causes of action, which may befall or accrue to Tenant arising out of or in any way connected with the following: a) Landlord's exercise of its right to terminate this Lease; b) Landlord's exercise of any other right under this Lease; c) Landlord's refusal to reimburse Tenant for any investment or improvements made by Tenant in the Premises or in Tenant's business; d) Landlord's refusal to approve any subsequent lessee; e) Tenant's inability to sell Tenant's inventory, equipment or trade fixtures; or f) Landlord's refusal to purchase Tenant's inventory equipment or trade fixtures.

28.3 Tenant agrees to be bound by the contract of fuel rights with Cary Oil Co., Inc (attached as Exhibit "B"). Tenant shall abide by the terms of said agreement for the duration of its lease. Landlord has the unilateral right to change brands and Tenant agrees to abide by the terms of any successor agreement.

WITNESS OUR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

3843 Bloomfield Rd, LLC

X _____

Hiren Patel

Landlord

3843 United, LLC

X J.A. Patel

Jigar Ashwinbhai Patel

Tenent

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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: J. A. Patel Date: 12/11/2025

Business Name: BP MART

I hereby certify that JIGAR 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 11th day of December, 2025.

CHAITALI PATEL NOTARY PUBLIC BIBB COUNTY, GEORGIA

Notary Public

04/12/27
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: J. A. Patel Date: 12/11/2025
(If different from Agent)

Title: OWNER

Business Name: BPMART

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

This 11th day of December, 2025.

CHAITALI PATEL NOTARY PUBLIC BIBB COUNTY, GEORGIA

Notary Public

04/12/27
My Commission Expires

Docusign Envelope ID: AA3A7F73-CFCF-4C7A-98D0-BB4C6F54A2E0

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: BP MART

Business Address: 3643 BLOOMFIELD RD, 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.

Docusign Envelope ID: AA3A7F73-CFCF-4C7A-98D0-BB4C6F54A2E0

☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

J. A. Patel
Applicant/Agent Signature

12/11/2025
Date

Docusign Envelope ID: AA3A7F73-CFCF-4C7A-98D0-BB4C6F54A2E0

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.

Docusign Envelope ID: AA3A7F73-CFCF-4C7A-98D0-BB4C6F54A2E0

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: BP MART

Business Address: 3843 BLOOMFIELD RD, 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.

Joseph Mann Sgt — 1-6-26

Code Enforcement Department Designee — Date

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

J. A. Patel — 12/11/2025

Applicant/Agent Signature — Date

Docusign Envelope ID: AA3A7F73-CFCF-4C7A-98D0-BB4C6F54A2E0

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.

J. A. Patel	JIGAR PATEL	12/11/2025
Signature	Print Name	Date

Docusign Envelope ID: AA3A7F73-CFCF-4C7A-98D0-BB4C6F54A2E0

Alcohol License Questionnaire

Name of Business: BP MART
Owner's Name: JIGAR PATEL
Address: 3843 BLOOMFIELD, RD
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

J. A. Patel
Signature

JIGAR PATEL
Print Name

12/11/2025
Date

Docusign Envelope ID: AA3A7F73-CFCF-4C7A-98D0-BB4C6F54A2E0

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: 3843 UNITED LLC

Business Address: 3843 BLOOMFIELD RD, 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

J.A. Patel
Applicant/Agent Signature

12/10/2025
Date

Docusign Envelope ID: AA3A7F73-CFCF-4C7A-98D0-BB4C6F54A2E0

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County
Certificate of Good Standing

1.Name and Title of the applicant: JIGAR PATEL

2.Name of the subject of this Certificate, if different from the applicant:
3843 UNITED LLC

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

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

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

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

Jigar Patel J.A. Patel
Print and Sign Name

Sworn to and subscribed before me this
11th day of December, 2025.

CHAITALI PATEL NOTARY PUBLIC BIBB COUNTY, GEORGIA

Notary Public
My Commission Expires: 04/12/27

Rev. April 2022
See O-22-0011

Docusign Envelope ID: AA3A7F73-CFCF-4C7A-98D0-BB4C6F54A2E0

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Hiren Patel

2. Name of the subject of this Certificate, if different from the applicant:
3843 Bloom Field Rd LLC

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

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

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

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

Print and Sign Name

Sworn to and subscribed before me this
11th day of December, 2025.

CHHAYALI PATEL NOTARY PUBLIC BIBB COUNTY, GEORGIA

Notary Public
My Commission Expires: 1-12-26

Rev. April 2022
See O-22-0011

Docusign Envelope ID: AA3A7F73-CFCF-4C7A-98D0-BB4C6F54A2E0

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 2/23/2026 (Date) DS SD (Initials)

Comments

After review, legal recommends approval.

Initials

Initial SF Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: AA3A7F73-CFCF-4C7A-98D0-BB4C6F54A2E0

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: Jigar Patel – fingerprints completed 01/12

Business Name: 3843 United LLC DBA BP Mart

Business Address: 3843 Bloomfield Rd, Macon, GA 31206

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

Granted DocuSigned by: 1/17/2026
Sheriff, Macon-Bibb County, Georgia **Date**

Denied 1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

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

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

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

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

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

ADDED TO THE MARCH 17, 2026 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	Alcohol Beverage Caterer	$600
Sunday Sales	$300	Brown Bag	$0	Temporary Alcohol License	$100

___ Please check here if you are applying for a Business Continuation License.
Business Continuation License is **25% of applicable fees.**

*Distilled Spirits (Liquor) *Malt (Beer) *C.O.P. (Consumed on Premise)

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

$ _____ 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 good standing.
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.12/24

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

Select One: ✓ New Business ___ Change of location ___ Change of Business

BUSINESS

Federal Tax ID #: 99-399 8501 State Tax ID #: _____

Business Name: WALTHALL Corporate and Trade Name: JAY AMBE 679 INC.

Local Business Address: 3720 RIVERSIDE DR, MACON, GA 31210
(P.O. Box Not Allowed) City State Zip

Mailing Address: 5 BUXTON AVE. SAVANNAH GA 31407
Street Address (City State Zip)

Local Business Phone #: _____ Email Address: JAYAMBE679INC@GMAIL.COM

Contact Person: BALKRISHNA KODAL Contact Phone #: 843 940 3358

AGENT

Agent's Name: BALKRISHNA KODAL Agent's Title: OWNER

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

Home Address: 23 REESE WAY City: SAVANNAH State: GA Zip: 31419

Home Phone #: 843 940 3358 Email: jayambe679inc@gmail.com

Mailing Address: 5 BUXTON AVE City: SAVANNAH State: GA Zip: 31407

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: BALKRISHNA KODAL Title: OWNER

Home Address: 23 REESE WAY City: SAVANNAH State: GA Zip: 31419

Home Phone #: 843 940 3358 Email: Jayambe679inc@gmail.com

Mailing Address: 5 BUXTON AVE. City: SAVANNAH State: GA Zip: 31407

Rev. 12/24

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

Name-Based Criminal History Record Information Consent/Inquiry From

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

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

Full Name (Print):	BALKRISHNA RAMESH KODAL		
Address	23 REESE WAY. SAVANNA GA 31419		
Sex	Race	Date of Birth	Social Security Number
MALE	ASIAN	[redacted]	

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

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

B. R. Kodal 07/30/25

Signature Date

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

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

Purpose Code used: (Check all that apply)

	Employment (E) - Provides Georgia Criminal History Record Information
	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
	Employment with Children (W) - Provides Georgia Criminal History Record Information
	Public Records (P)- Provides Georgia Felony Convictions Only
	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
	Civilian Criminal Justice (J)- State and III Info Received
	Sworn Criminal Justice Employment (Z) - State and III Info received

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

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

Agency Designee Signature and Title Date

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

Name-Based Criminal History Record Information Consent/Inquiry From

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

.....via:

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

Full Name (Print):	VIKRAM SHAH		
Address	5 BUXTON AVE, SAVANNAH GA 31407		
Sex	Race	Date of Birth	Social Security Number
MALE	ASIAN	[redacted]	

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

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

Shah 07/30/25

Signature Date

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

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

Purpose Code used: (Check all that apply)

	Employment (E) - Provides Georgia Criminal History Record Information
	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
	Employment with Children (W) - Provides Georgia Criminal History Record Information
	Public Records (P)- Provides Georgia Felony Convictions Only
	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
	Civilian Criminal Justice (J)- State and III Info Received
	Sworn Criminal Justice Employment (Z) - State and III Info received

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

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

Agency Designee Signature and Title Date

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

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

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

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

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

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

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

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

Business Name: JAY AMBE 679 INC

Printed Name of Applicant: BALKRISHNA R. KODAL

*Signature of Applicant: B. R. Kodal

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 29 DAY OF July, 2025

NOTARY PUBLIC

My 24, 2028
MY COMMISSION EXPIRES

WHITNEY MARIE RAY NOTARY PUBLIC EXPIRES GEORGIA May 24, 2028 CHATHAM COUNTY, GA

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

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

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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.**

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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: Jayambe 679 Inc

Printed Name of Applicant: Vikram. S. Shah

*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 11 DAY OF September, 20 25

_____
NOTARY PUBLIC

_____
MY COMMISSION EXPIRES

LEE SINGLETON NOTARY PUBLIC MY COMMISSION EXPIRES 07/24/2028 BIBB COUNTY, GEORGIA

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

SAVE

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:	0025254170941ZX
Employment Authorization Document (EAD) Expiration Date:	06/03/2028
Provision of Law Code:	C25

Agency Submitted Details

Full Name:	VIKRAM S SHAH
Date of Birth:	
Alien Number:	[redacted]
Initiated On:	09/11/2025
Initiated By:	JWES0305
Point of Contact Name:	Jasmine West
Point of Contact Phone Number:	(478) 621-6567
Requested Benefits:	Occup. Tax Cert.
Attached Document:	No

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

MEASUREMENT FORM

Retail Sales of BEER and Wine Packaged to Go

Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT: BALKRISHNA R. KODAL

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 3720 RIVERSIDE DR, MACON, GA 31210

BUSINESS NAME: JAY AMBE 679, INC. dba WALTHALL

To Be Completed by County Engineer

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

_X_ Comply _____ Does not Comply

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

_____ Not Applicable _X_ Unknown

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

_X_ Comply _____, but does not comply with other restrictions

_____Not Applicable

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

___ ___Comply _____Does Not Comply _X_ Not Applicable

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

Date: 8/25/25

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

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

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

Walthall (Jay Ambe 679 Inc.)

3720 Riverside Drive

3,650' — SCHOOL GROUND property line

McKibben Lane Elementary

3,850' — SCHOOL BUILDING

McKibben Lane Elementary

1,050' — COLLEGE CAMPUS property line

Miller-Mott Technical College

27,700' — ALCOHOLIC TREATMENT CENTER building

River Edge - Emery Hwy.

17,250' — PUBLIC LIBRARY or BRANCH building

Library Branch

5494 Forsyth Road

2,200' — MACON-BIBB COUNTY HOUSING AUTHORITY property

Northside Senior Village

4,650' — CHURCH (building)

Forest Hills Church

4,550' — CHURCH GROUNDS

Forest Hills Church

3,250' — M-B COUNTY RECREATION CENTER property

Theron Vassey Park Community Center

N/A — Vice Mart – Small Box Retail Store – Small Box Discount store (2500')

This location is a:

"Gas Station"

OK!

Paul J. Horinowski

August 19, 2025

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
	IPL0260678	Legal Ad - IPL0260678	001	1.0	29.0L

ATTENTION: Balkrishna Kodal
3720 Riverside Drive
Macon, GA 31210
jayambe679inc@gmail.com

To Whom It May Concern:

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

2.0 insertion(s) published on:
08/06/25 Print, 08/13/25 Print

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Beer and Wine

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the August 13, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as JAY AMBE 679 INC dba WALTHALL, 3720 RIVERSIDE DR, MACON GA 31210. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This August 6, 2025. BALKRISHNA KODAL, Applicant
IPL0260678
Aug 6,13 2025

Print Tearsheet Link

Marketplace Link

Mary Castro

DIGITALLY SIGNED

Mary Castro

Amanda Rodela

DIGITALLY SIGNED

Sworn to and subscribed before me on Aug 13, 2025, 10:22 AM ED

Online Notary Public. This notarial act involv the use of online audio/video communicatior technology. Notarization facilitated by SIGNi

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

GEORGIA, BIBB COUNTY

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This August 6, 2025. BALKRISHNA KODAL, Applicant
IPL0260678
Aug 6,13 2025

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

ZONING COMPLIANCE

PERMIT NO: ZC-2025-1372	**PERMIT TYPE:** Permitted Use	**DATE ISSUED:** 06/20/2025
PARCEL NO: N0430097	**ZONING DISTRICT:** C-2	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	Balkrishna Kodal Jay Ambe 679 Inc	
PROPOSED USE:	Change of ownership Existing C-Store w/ Fuel and Alcohol Package to go	
ADDRESS OF PROPOSED USE:	3720 RIVERSIDE DR	
PROPERTY OWNER'S NAME:	WALTHALL OIL CO	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change the ownership of an existing business and continue its operation as it is currently. This approval shall also grant interior renovations if necessary. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to all local, state, and federal regulations related to the business, including but not limited to the Business and Alcohol license requirements, Department of Agriculture requirements, and Fire Marshal requirements. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 06/20/2026

APPROVED BY: JaRanda (Randi) Doveton

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

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**JAY AMBE 679 INC**	Control Number:	**24128479**
Business Type:	**Domestic Profit Corporation**	Business Status:	**Active/Compliance**
NAICS Code:	**Retail Trade**	NAICS Sub Code:	**Convenience Stores**
Principal Office Address:	**3720 RIVERSIDE DR, MACON, GA, 31210, USA**	Date of Formation / Registration Date:	**7/2/2024**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2025**

REGISTERED AGENT INFORMATION

Registered Agent Name: **BALKRISHNA KODAL**

Physical Address: **23 REESE WAY, SAVANNAH, GA, 31419, USA**

County: **Chatham**

OFFICER INFORMATION

Name	Title	Business Address
BALKRISHNA KODAL	CEO	23 REESE WAY, SAVANNAH, GA, 31419, USA
BALKRISHNA KODAL	Secretary	23 REESE WAY, SAVANNAH, GA, 31419, USA
VIKRAM SHAH	CFO	5 BUXTON AVE, SAVANNAH, GA, 31407, USA

Back

Filing History Name History

Return to Business Search

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Report a Problem?

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

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: WALTHALL Name of Corporation: JAY AMBE 679 INC

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

Individual: BALKRISHNA KODAL.

Name and Title: OWNER Telephone Number: 8439403358

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

Residential Street Address: 23 RIESE WAY, SAVANNAH GA [redacted] 31419

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

Mailing Address: 5 BUXTON AVE, SAVANNAH GA 31407

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- Sole Proprietorship
- ☐ General Partnership
  - General Partner holding _____ % of all outstanding partnership interests.
- ☐ Limited Partnership (LP)
  - General Partner holding _____ % of all outstanding general partnership interests.
  - Limited Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
  - General Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
  - General Partner holding _____ % of all outstanding general partnership interests.
  - Limited Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Company (LLC)
  - Managing Member, Total number of Managing Member(s): _____
  - Member holdings _____ % of all outstanding membership interests.
- ☒ Privately Held Corp./Company
  - Corporate Officer: Yes ✓ No ____
  - Shareholder holding 50 % of all outstanding ownership interests.
- ☐ Publicly Traded Company
  - Corporate Officer: Yes ____ No ____
- ☐ Other
  - Other person exercising operational authority over the entity: _____

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

Ownership Disclosure Form

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Business:

Trade Name: WALTHALL Name of Corporation: JAY AMBE 679 INC

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

Individual: VIKRAM SHAH

Name and Title: OWNER Telephone Number: 912 401 4587

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

Residential Street Address: 5 BUXTON AVE, SAVANNAH GA 31407

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

Mailing Address: AS ABOVE

(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)
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- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Company (LLC)
- Managing Member, Total number of Managing Member(s): _____
- Member holdings _____ % of all outstanding membership interests.

☒ Privately Held Corp./Company
- Corporate Officer: Yes ✓ No ____
- Shareholder holding 50 % of all outstanding ownership interests.

☐ Publicly Traded Company
- Corporate Officer: Yes ____ No ____

☐ Other
- Other person exercising operational authority over the entity: _____

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

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: BALKRISHNA Last Name: KODAL

Home Address: 23 REESE WAY City: SAVANNAH State: GA Zip: 31419

Home Phone #: 843 946 3358 Email: lalyambe679inc@gmail.com

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

Mailing Address: 5 BUXTON AVE City: SAVANNAH State: GA Zip: 31407

- **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.

B. R. Kodal
Applicant's Signature

07/29/25
Date

I hereby certify that _____ 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 29 day of July, 2025.

Notary Public

WHITNEY MARIE RAY NOTARY PUBLIC CHATHAM COUNTY GA EXPIRES GEORGIA May 24, 2028

May 24, 2028
My Commission Expires

Rev. 7/202121

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

BALKRISHNA KODAL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2025-07-31

Serial No.

cert_cj2d0h22

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

Balkrishna Kodal



AH001628

ALCOHOL HANDLER

EXP: 12/31/2026

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

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: VIKRAM SHAH Last Name: _____

Home Address: 5 BUXTON AVE City: SAVANNAH State: GA Zip: 31407

Home Phone #: 912 401 4587 Email: Jayambe679inc@gmail.com

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

Mailing Address: 5 BUXTON AVE City: SAVANNAH State: GA Zip: 31407

- **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.**
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Applicant's Signature _____ Date 07/29/25

I hereby certify that _____ 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 29 day of July, 20 25.

Notary Public

WHITNEY MARIE RAY NOTARY PUBLIC CHATHAM COUNTY, GA EXPIRES GEORGIA May 24, 2028

My Commission Expires 5/24/2028

Rev. 7/202121

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

VIKRAM SHAH

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2025-09-11

Serial No.

cert_sbywm071

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

Vikram Shah



AH001627

ALCOHOL HANDLER

EXP: 12/31/2026

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Lease**") is made effective as of May 6TH, 2025, by and between **J. RIVERSIDE LLC**, a Georgia limited liability company ("**Landlord**") and **JAY AMBE 679 INC**, a Georgia corporation ("**Tenant**").

FOR AND IN CONSIDERATION of the mutual covenants contained herein, ten and no/100ths dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **PREMISES, CONTINGENCY.**

a. Premises. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant, that certain property known by the street address of 3720 Riverside Drive, Macon, Georgia 31210, and being that real property more particularly described on Exhibit "A", attached hereto and made a part hereof by this reference, together with all improvements located thereon (the "**Premises**").

b. Acquisition Contingency. The obligations of Landlord and Tenant hereunder are contingent upon Landlord becoming the fee simple owner of the Premises by August 1, 2025, and in the event that the foregoing does not occur by said date, this Lease shall automatically terminate.

2. **TERM.**

a. Term. The term of this Lease shall commence on the date that Landlord becomes fee simple owner of the Premises (the "**Commencement Date**") and shall terminate five (5) Lease Years thereafter (the "**Initial Term**"), unless terminated prior thereto pursuant to the terms hereof. The twelve (12) month time period following the Commencement Date and each successive twelve (12) month time period thereafter shall each be a "**Lease Year**" hereunder.

b. Holdover. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("**Holdover Period**"), Tenant shall pay to Landlord a lease payment for the Holdover Period at 150% of the Base Rent (hereinafter defined) in effect for the month during which termination of the Lease becomes effective. Such holdover shall constitute a month to month extension of the Lease terminable by Landlord by sixty (60) days prior written notice to Tenant.

c. Renewal Options. As long as this Lease is in full force and effect, and Tenant is not in default in the performance of its covenants under this Lease, and subject to the conditions hereinafter set forth, Tenant is hereby granted three (3) options (each a "**Renewal Option**") to renew the Lease for three (3) successive periods of five (5) additional years (each a "**Renewal Term**"). Each Renewal Term shall commence at the expiration of the Initial Term or of the immediately preceding Renewal Term. Tenant shall exercise its option to renew by delivering written notice of such election to Landlord at least 180 days prior to the expiration of the Initial Term or of the immediately preceding Renewal Term. Once Tenant has delivered notice of such exercise to Landlord, Tenant shall have irrevocably exercised the Renewal Option and Tenant may not withdraw the exercise of a Renewal Option, once made. If Tenant fails to give the aforesaid notice within the time permitted, Tenant's Renewal Option and any remaining Renewal Option shall automatically terminate, and Tenant shall have waived forever its right to

V.S

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

extend the term of this Lease. Any Renewal Term of this Lease shall be upon the same terms and conditions of this Lease and subject to any increases in Rent (hereinafter defined) as set forth in Section 3.

3. **LEASE PAYMENTS.**

a. Rent. The term "**Rent**" shall mean all Base Rent and Additional Rent as those terms are hereinafter defined.

"**Base Rent**" shall mean the payments set forth in Section 3.b. hereof.

"**Additional Rent**" shall mean Real Estate Taxes (hereinafter defined), Insurance Expenses (hereinafter defined), and all other payments other than Base Rent required to be paid by Tenant to Landlord under this Lease. Additional Rent shall also include a monthly payment of $20,000.00, which shall be due and payable at the same time as the monthly Base Rent, and which shall be subject to the same increases in Base Rent as set forth in Section 3.b..

The "**Rent Commencement Date**" shall be the Commencement Date.

Rent shall be due, in advance, on the first day of each month commencing on the Rent Commencement Date. However, if the Rent Commencement Date is not the first day of a calendar month, Tenant shall, on or before that date, pay the first full month's rent and as Rent for the balance of the first partial month a percentage of the rent specified for the first full calendar month. This percentage shall be determined by a fraction, the numerator of which is the number of days from the Rent Commencement Date to the end of the calendar month in which that date falls, and the denominator of which is the total number of days in the month. Such payments shall be made to Landlord at the following address or such address as may be changed from time to time by Landlord:

118 Pipemakers Circle, Suite 100
Pooler, Georgia 31322

Notwithstanding the foregoing, if Landlord so elects, Tenant shall reasonably cooperate with Landlord to facilitate the payment of Rent by electronic funds transfer.

b. Base Rent. From and after the Rent Commencement Date, Tenant shall pay Base Rent to Landlord, without demand, deduction or setoff, according to the following schedule:

Time Period	Annual Base Rent	Monthly Base Rent
Lease Years 1 - 5	$240,000.00	$20,000.00
Renewal Terms		
Lease Years 6 - 10	$264,000.00	$22,000.00
Lease Years 11 - 15	$290,400.00	$24,200.00
Lease Years 16 – 20	$319,440.00	$26,620.00

c. Real Estate Taxes. From and after the Rent Commencement Date, Tenant shall pay to Landlord, as Additional Rent, without demand, deduction or setoff, the Real Estate Taxes charged against the Premises as specified in this Section.

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"**Real Estate Taxes**" shall mean all taxes and assessments (special or otherwise) levied or assessed against the Premises imposed by federal, state or local governmental authority or any other taxing authority having jurisdiction over the Premises. Nothing contained in this Lease, however, shall be deemed or construed to include within the definition of Real Estate Taxes, and Tenant shall not be responsible for any income, franchise, inheritance or estate taxes of Landlord.

Landlord shall estimate the Real Estate Taxes and Tenant shall pay one-twelfth (1/12th) thereof monthly in advance, together with the payment of Base Rent. Within sixty (60) days following the end of each calendar year, Landlord shall deliver to Tenant a written statement of the actual Real Estate Taxes, which statement shall include a copy of all relevant tax bills from which the actual Real Estate Taxes were determined, and there shall be a reconciliation between Landlord and Tenant, with payment to or repayment by Landlord, if and as the case may require, such that Landlord shall receive only the actual Real Estate Taxes for such period. If Tenant owes additional Real Estate Taxes, Tenant shall pay such additional Real Estate Taxes to Landlord within thirty (30) days after receipt of Landlord's reconciliation statement, and if Tenant is owed any repayment by Landlord, Tenant shall be entitled to credit any such overpayment against the next due installments of Rent under this Lease or receive a refund of such amounts within thirty (30) days if no such further payment of Rent is due. Landlord shall be permitted, but no more than once per calendar year, to adjust the estimated Real Estate Taxes, if in Landlord's good faith determination such adjustment is necessary to minimize or obviate the need for an annual reconciliation between Landlord and Tenant. The terms of this Section shall survive the expiration or termination of this Lease.

d. Insurance. Insurance for the Premises shall be obtained by Landlord and Tenant as described in Section 11 hereof. From and after the Rent Commencement Date, Tenant will pay to Landlord, as Additional Rent, without demand, deduction or setoff, the insurance expenses for the Premises paid by Landlord pursuant to Section 11 ("**Insurance Expenses**") as set forth herein.

Landlord shall estimate the Insurance Expenses and Tenant shall pay one-twelfth (1/12th) thereof monthly in advance, together with the payment of Base Rent. Within sixty (60) days following the end of each calendar year, Landlord shall deliver to Tenant a written statement of the actual Insurance Expenses, which statement shall include a copy of all relevant invoices from which the actual Insurance Expenses were determined, and there shall be a reconciliation between Landlord and Tenant, with payment to or repayment by Landlord, if and as the case may require, such that Landlord shall receive only the actual Insurance Expenses for such period. If Tenant owes additional Insurance Expenses, Tenant shall pay such additional Insurance Expenses to Landlord within thirty (30) days after receipt of Landlord's reconciliation statement, and if Tenant is owed any repayment by Landlord, Tenant shall be entitled to credit any such overpayment against the next due installments of Rent under this Lease or receive a refund of such amounts within thirty (30) days if no such further payment of Rent is due. Landlord shall be permitted, but no more than once per calendar year, to adjust the estimated Insurance Expenses, if in Landlord's good faith determination such adjustment is necessary to minimize or obviate the need for an annual reconciliation between Landlord and Tenant. The terms of this Section shall survive the expiration or termination of this Lease.

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e. Personal Property Taxes. Tenant shall pay all taxes assessed on Tenant's personal property on the Premises. If Landlord has paid any such tax in the first instance, as required by the applicable taxing authority, then Tenant shall pay Landlord Tenant's share of such taxes allocable to Tenant's personal property within thirty (30) days after Landlord submits to Tenant copies of said tax bills for the applicable tax year.

f. Utilities. Tenant shall have all utilities metered in its name and shall pay all utility charges for the Premises, including but not limited to electricity, water and sewer, and gas.

4. **LATE PAYMENTS**. For each monthly Rent payment that is not received within five (5) days after the due date of such late payment, Tenant shall pay a late charge equal to ten percent (10%) of the required monthly Rent payment and interest shall accrue on such late payment at the rate of eighteen percent (18%) per annum.

5. **SECURITY DEPOSIT**. Tenant shall pay to Landlord a security deposit in the amount of $40,000.00 (the "**Security Deposit**") upon execution and delivery of this Lease to be held and disbursed for Tenant damages to the Premises (if any) as provided by law. In the event of a default by Tenant, Landlord may, at its option, apply all or any part of the Security Deposit to cure the default. Upon the termination of this Lease, provided that Tenant is not in default hereunder, Landlord shall refund to Tenant the remaining balance of the Security Deposit. In the event the Security Deposit is used in whole or part by the Landlord prior to the termination of this Lease, upon demand by Landlord Tenant shall pay such amount as necessary to replenish the Security Deposit to the full amount thereof.

6. **USE OF PREMISES AND SIGNAGE**.

a. Use of Premises. Tenant shall only use the Premises for a gas station and convenience store. The Premises may not be used for any other purpose without the prior written consent of Landlord. The Premises shall not be used for any illegal purposes or in violation of any valid regulation of any governmental body, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises.

b. Signage. Tenant may install, at its sole cost and expense, signage on the Premises, subject to the following:

i. Prior to constructing any signage, Tenant shall submit to Landlord sign elevations and plans for Landlord's approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

ii. Tenant shall obtain, if necessary, all applicable governmental approvals for any signage and shall at all times comply with all applicable governmental laws, ordinances, rules and regulations.

iii. Landlord shall have the right to approve the installer of Tenant's signage or may require that Tenant use Landlord's preferred installer. In the event that for any reason Landlord elects to engage the approved installer directly, then Tenant shall be responsible to

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reimburse Landlord for the costs thereof within thirty (30) days after receipt of Landlord's proof of payment.

7. **POSSESSION, ALTERATIONS, SURRENDER.**

a. Possession. Tenant shall be entitled to possession of the Premises commencing on the Commencement Date. Tenant shall yield possession to Landlord on midnight of the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

b. Alterations. Tenant shall not make any structural Alterations (hereinafter defined) without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Except as otherwise provided herein, Tenant, with the prior written consent of Landlord (which consent shall not be unreasonably withheld), and only with such consent, and subject to the conditions set forth in this Lease and subject to any additional conditions and restrictions which Landlord may in its reasonable discretion impose, may, at Tenant's sole cost and expense, make Alterations to the Premises. Title to all Alterations shall vest in Landlord immediately upon construction or installation on, or affixation or annexation to, the Premises.

"**Alterations**" shall mean any alterations, changes, additions or improvements to the interior of the Premises made by Tenant or on Tenant's behalf.

c. Surrender of Premises. At termination of this Lease, Tenant shall surrender Premises and keys thereof to Landlord in same condition as at commencement of term, only natural wear and tear and Alterations approved by Landlord excepted. Landlord shall have the right to require Tenant to remove any or all fixtures and equipment installed by or for Tenant upon the termination or expiration of the Lease. Tenant may (if not in default hereunder) prior to the expiration of this Lease or any renewal thereof, remove all fixtures and equipment which it has placed in the Premises after the date hereof, provided Tenant restores the Premises to their condition at the installation thereof. All fixtures and equipment not removed shall become the property of Landlord upon termination or expiration of this Lease.

8. **COMPLIANCE AND HAZARDOUS MATERIALS.**

a. Compliance. Tenant shall comply, solely at its own expense, with all statutes, regulations, rules, ordinances, and orders of any governmental body, department, or agency thereof which apply to or result from Tenant's use or occupancy of the Premises. Tenant shall not suffer or permit the Premises, or any part thereof, to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept therein, which would in any way (a) violate any of the provisions of any mortgage to which this Lease is subordinate, (b) violate any legal requirements of any governmental authority, (c) make void or voidable any fire or liability insurance policy then in force with respect to the Premises, (d) make unobtainable from reputable insurance companies authorized to do business in the state where the Premises are located at standard rates any fire insurance with extended coverage or liability or other insurance normally carried with respect to the listed use and required to be furnished by Landlord under the terms of any mortgage to which this Lease is subordinate, (e) cause or, in Landlord's reasonable opinion, be likely to cause physical damage to the Premises or any part thereof, (f) constitute a public or private nuisance, (g) impair, in Landlord's reasonable opinion, the appearance,

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character or reputation of the Premises; or (h) cause Tenant to default in any of its other obligations under this Lease.

b. Hazardous Materials. Tenant shall not cause any Hazardous Materials to be generated, treated, stored, used, installed or disposed of in, on, under or about the Premises or permit any Hazardous Materials to be generated, treated, stored, used, installed or disposed of in or on the Premises, except to the extent consistent with customary and reasonable business practices of typical tenants for the uses of the Premises as set forth above in this Lease that do not endanger the health of any persons on or about the Premises and provided Tenant complies with all legal requirements applicable to such Hazardous Materials.

Tenant shall indemnify, defend and hold harmless Landlord from and against all claims, suits, demands, response costs, contribution costs, liabilities, losses, or damages (including reasonable and actual attorneys' fees), directly or indirectly arising out of the existence, use, generation, migration, storage, transportation, release, threatened release, or disposal of Hazardous Materials in, on, or under the Premises or in the groundwater under the Premises and the migration or transportation of Hazardous Materials to or from the Premises or the groundwater underlying the Premises, to the extent that any of the foregoing is caused by Tenant, its agents, contractors, subcontractors, employees, invitees, subtenants, transferees, and any other party claiming by, through or under Tenant, or which arises at any time from Tenant's lease and operation of the Premises, or directly from Tenant's failure to provide all information, make all submissions, and take all steps required by the applicable laws, including the Environmental Laws, or from Tenant's breach of its representations and obligations set forth herein.

The term "**Hazardous Materials**" means (a) those substances included within the definitions of any one or more of the terms "hazardous materials," "hazardous wastes," "hazardous substances," "industrial wastes," and "toxic pollutants," as such terms are defined under the Environmental Laws (hereinafter defined), or any of them, (b) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof, (c) natural gas, synthetic gas and any mixtures thereof, (d) asbestos and or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophylite and/or actinolite, whether friable or non-friable (collectively, "**Asbestos**"), (e) polychlorinated biphenyl ("**PCBs**") or PCB-containing materials or fluids, (f) radon, and (g) any other substance with respect to which any Environmental Law or governmental authority requires environmental investigation, monitoring or remediation. The term "**Environmental Laws**" means all applicable federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S. §§ 6901 et seq.), the Toxic Substance Control Act, as amended (15 U.S.C. §§ 2601 et seq.), the Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et

V.S BK

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seq.), the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300f et seq.), Environmental Protection Agency regulations pertaining to Asbestos (including, without limitation, 40 C.F.R. Part 61, Subpart M, the United States Environmental Protection Agency Guidelines on Mold Remediation in Schools and Commercial Buildings, the United States Occupational Safety and Health Administration regulations pertaining to Asbestos including, without limitation, 29 C.F.R. Sections 1910.1001 and 1926.58) and the rules and regulations promulgated pursuant thereto regulating the storage, use and disposal of Hazardous Materials, and any applicable state or local counterpart or equivalent of any of the foregoing, and any federal, state or local transfer of ownership notification or approval statutes.

At Landlord's election, Landlord may require Tenant, at Tenant's sole cost and expense, to obtain a Phase I environmental site assessment ("**Phase I**") upon termination of this Lease. If the Phase I recommends a Phase II environmental site assessment ("**Phase II**"), then Tenant shall be required to obtain a Phase II. If Tenant fails to obtain and deliver the Phase I and, if applicable, the Phase II upon termination of this Lease, then Landlord may apply the Security Deposit to the cost of obtaining the same.

9. **MAINTENANCE.**

a. Landlord's Repairs. Landlord shall maintain in good repair the foundation, roof, exterior walls, and all structural portions of the Premises (except for plate glass windows, doors, door closure devices and other exterior openings, window and door frames, molding, locks, hardware, and special store fronts). In making any repairs hereunder, Landlord shall not unreasonably interfere with Tenant's normal operations in the Premises. Landlord shall not be required to make any repairs caused by the act or negligence of Tenant or its agents, employees, subtenants, licensees, or concessionaires.

b. Tenant's Repairs. Except for those repairs required by Landlord as stated above, Tenant shall be responsible for all other maintenance and repairs to the Premises. Without limiting the foregoing, Tenant shall repair and replace all lighting, heating, air conditioning, plumbing, and other electrical, mechanical and electromotive installations, equipment, and fixtures, make all utility repairs in ducts, conduits, pipes and wiring, and clear up any sewer stoppage located in, under and above the Premises.

Any substantial maintenance or repairs to the existing HVAC, electrical, or plumbing system shall be first submitted to Landlord for approval, such approval not to be unreasonably withheld, conditioned, or delayed. At a minimum and for the avoidance of doubt, "substantial maintenance or repairs" as set forth in the preceding sentence shall refer to any maintenance or repairs estimated to cost $1,000.00 or more. Tenant shall keep in effect a HVAC maintenance contract with a licensed HVAC company, which shall provide at a minimum for quarterly inspections and maintenance by the HVAC company, and Tenant shall provide Landlord a copy of said contract.

Tenant shall keep the Premises in good, clean, and habitable condition and at its expense free of insects, rodents, vermin and other pests. If Tenant does not make a required repair within ten (10) days after it receives Landlord's written notice, Landlord may make the repair without liability to Tenant for resulting loss or damage to Tenant's stock or business. In that case, Tenant shall pay to Landlord upon demand, as additional rent under this Lease, the cost of

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repairs plus 15% per annum interest. Such interest shall accrue continuously from the date of payment by Landlord until repayment by Tenant.

c. Acceptance of Premises. Tenant accepts the Premises in their present condition as suited for the use intended by Tenant.

d. Notice of Defects. Tenant shall report to Landlord within a reasonable time any defective conditions within the Premises that are known to it and that Landlord is required to repair, and Tenant's negligent failure to so report shall make Tenant responsible for damages resulting from such defective condition.

10. **ACCESS BY LANDLORD TO PREMISES**. Representatives of Landlord shall have the right to enter the Premises to make inspections, make repairs, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workmen during normal business hours and after reasonable notice to Tenant. Landlord may place and maintain "For Sale" signs on the Premises at any time and "For Rent" signs during the last 180 days of the Lease. Notwithstanding the foregoing, as provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

11. **PROPERTY INSURANCE**.

a. Tenant's Insurance.

i. Commercial general liability insurance against claims of personal injury or death and property damage caused by an occurrence upon, in or about the Premises, and shall afford protection to the limit of not less than Two Million and No/100ths Dollars ($2,000,000.00) in respect of personal injury or death to any one person and in respect of injury or death to any number of persons arising out of any one accident, and such insurance against property damage in respect of any instance of property damage. Said amount may be satisfied with a primary commercial general liability policy of not less than One Million Dollars ($1,000,000.00) and an excess (or "umbrella") liability policy affording coverage, at least as broad as that afforded by the primary commercial general liability policy, in an amount not less than One Million Dollars ($1,000,000.00). Tenant shall deliver to Landlord a certificate of the insurance required to be carried hereunder listing Landlord and any mortgagee of Landlord as an additional insured.

ii. Property insurance insuring Tenant's personal property against loss or damage commonly covered by a "Special Form" policy (or any commercially reasonably successor form of policy) insuring against physical loss or damage to Tenant's personal property, including, but not limited to, risk of loss from fire, windstorm, hail, and other hazards, collapse, transit coverage, vandalism, malicious mischief, theft, and all physical loss perils including but not limited to sprinkler leakage, tornado, explosion, riot, terrorist attacks, aircraft, smoke and vehicle damage. The policy shall be in the amount of the full replacement value of Tenant's personal property and shall contain a deductible amount reasonably acceptable to Landlord.

iii. Business interruption insurance for not less than twelve (12) months of income and normal operating expenses, including Base Rent.

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iv. Plate glass insurance, if any plate glass is contained in the store front of the Premises, in an amount reasonably acceptable to Landlord.

v. If Tenant shall engage or cause to be engaged any contractor to perform construction work (other than routine maintenance or repairs) in or on the Premises having a total project cost in excess of $100,000.00 (which shall be done only in accordance with the provisions of this Lease), Tenant shall require such contractor to carry and maintain, at no expense to Landlord, non-deductible commercial general liability insurance and Tenant shall maintain (or cause its contractor to maintain) in full force and effect a builder's completed value risk policy ("**Builder's Risk Policy**") in a nonreporting form insuring against all "Special Form" risk of physical loss or damage to the Premises, including, but not limited to, contractor's liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protection liability coverage, risk of loss from fire and other hazards, collapse, transit coverage, vandalism, malicious mischief and theft. The Builder's Risk Policy shall include endorsements providing coverage for building materials and supplies and temporary property. The Builder's Risk Policy shall be in the amount of the full replacement cost of the applicable improvements and shall contain a deductible amount reasonably acceptable to Landlord. The Builder's Risk Policy shall include an endorsement permitting initial occupancy.

vi. Dram shop/liquor liability insurance, if alcoholic beverages are to be sold, gifted, distributed or used in the Premises.

vii. Any other insurance required by law, including but not limited to worker's compensation.

b. Landlord's Insurance. Landlord (i) shall procure and maintain physical damage insurance covering all real and personal property, excluding Tenant's personal property, located on or in, or constituting a part of, the Premises in an amount equal to one hundred percent (100%) of the replacement value of all such property excluding foundations and (ii) may, but shall not be required to, procure and maintain any other insurance covering the Premises with minimum coverage amounts as Landlord determines is prudent in the exercise of its reasonable business judgment.

c. Insurance Certificates. All of the foregoing insurance policies required to be carried by Tenant pursuant to this Section shall be written with companies licensed to do business in the state in which the Premises are located and shall provide that Landlord shall be given a minimum of thirty (30) days' written notice by any such insurance company prior to the cancellation, termination or alteration of the terms or limits of such coverage. Tenant shall deliver to Landlord the foregoing insurance policies or certificates thereof prior to the tender of possession of the Premises to Tenant and evidence of all renewals or replacements of same not less than ten (10) days prior to the expiration date of such policies.

d. Waiver of Subrogation. Landlord and Tenant each waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees or business visitors of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried pursuant to this Lease or any other property insurance actually carried by such party. Landlord and Tenant, from time to time, will cause their respective insurers to issue

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appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Premises or the contents of either.

e. Indemnity Regarding Use of Premises. Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney's fees, if any, which Landlord may suffer or incur in connection with Tenant's use of the Premises. Tenant hereby waives all claims against Landlord for damages to the Premises and to the property of Tenant in, upon or about the same, and for injuries to persons or property in or about the Premises, from any cause arising at any time. Notwithstanding the foregoing, Landlord shall not be released from any liability that might arise solely by virtue of Landlord's negligence.

12. **CASUALTY**.

a. Substantial Casualty. Tenant shall immediately notify Landlord if a Casualty (hereinafter defined) shall occur affecting all or any part of the Premises. Upon the occurrence of a Substantial Casualty Event (hereinafter defined), Landlord shall have the right to terminate this Lease by giving written notice to Tenant of such termination within sixty (60) days after the date of the Casualty affecting the Premises, and all Base Rent and Additional Rent shall be apportioned and paid through and including the date of termination of this Lease.

"**Casualty**" shall mean damage or destruction of the Premises, or any portion thereof, by fire or other casualty.

"**Substantial Casualty Event**", in respect of a Casualty, shall mean (i) a Casualty that causes damages to the Premises for which restoration of the Premises to the condition that existed immediately prior to the Casualty cannot be completed within one hundred eighty (180) days after the date of the Casualty as reasonably determined by Landlord, (ii) a Casualty for which the amount of insurance proceeds payable as a result of the Casualty are not sufficient in Landlord's reasonable judgment to restore the Premises to substantially the same condition as existed prior to such Casualty, or in which any mortgagee of Landlord requires that the insurance proceeds be paid to mortgagee instead of permitting the insurance proceeds to be used for restoration of the Premises, or (iii) a Casualty that occurs in the last Lease Year of the Lease Term or Renewal Term that causes damage to more than fifteen percent (15%) of the square footage of the primary building that is located at the Premises.

b. Other Casualty. If a Substantial Casualty Event occurs and Landlord does not terminate this Lease pursuant hereto, or if a Casualty occurs, then this Lease and all duties and obligations of Tenant under this Lease shall remain unmodified, unaffected and in full force and effect and Landlord shall commence restoration of the Premises to the condition that existed immediately prior to the Casualty; provided, however, that Rent shall be equitably abated. Landlord shall be entitled to all proceeds payable arising out of the Casualty.

13. **MECHANICS LIENS**. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises. Further, Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid.

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14. **DEFAULTS.**

a. Events of Default. The occurrence of any of the following shall constitute an "**Event of Default**" under this Lease by Tenant:

i. The Rent or other sum due under this Lease is not paid when due (hereinafter referred to as a "**Monetary Default**");

ii. Tenant fails to fulfill or perform, or violates any other obligation or term of this Lease (hereinafter referred to as a "**Nonmonetary Default**"), including the following:

1. if Tenant shall abandon the Premises; or

2. if Tenant, without Landlord's written consent, shall voluntarily or involuntarily, or by operation of law, transfer, or attempt to transfer, its interest in all or any portion of the Premises; or

3. if Tenant shall admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation under any law or statute of the federal government or any state government or any subdivision of either now or hereafter in effect, make an assignment for the benefit of its creditors, consent to or acquiesce in the appointment of a receiver of itself or of the whole or any substantial part of the Premises; or

4. if an order, judgment or decree shall be entered by any court of competent jurisdiction appointing, without the consent of Tenant, a receiver of Tenant or of the whole or any substantial part of the Premises, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of such appointment; or

5. if a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Tenant under any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation law or statute of the federal government or any state or territorial government or any subdivision of either now or hereafter in effect, and such order, judgment or decree shall not be vacated, set aside or stayed within sixty (60) days from the date of entry of such order, judgment or decree, or a stay of such proceedings; or

6. if, under the provisions of other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of Tenant or of the whole or any substantial part of the Premises, and such custody or control shall not be terminated within sixty (60) days from the date of assumption of such custody or control.

b. Rights Upon Default. Upon the occurrence of an Event of Default, if such Event of Default is not cured within ten (10) days for a Monetary Default or thirty (30) days for a Nonmonetary Default, of written notice of such Event of Default by Landlord to Tenant, Tenant shall be in default under this Lease and Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted by law or in equity. Notwithstanding the foregoing, Tenant shall only have the right

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once per calendar year to cure an Event of Default for a Monetary Default in accordance with the foregoing and upon any second Event of Default for a Monetary Default Tenant shall have no right to cure the same.

i. Landlord may take possession of the Premises and change the locks without further notice, and without prejudicing Landlord's rights to damages.

ii. Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease.

iii. Landlord may terminate this Lease prior to the normal ending thereof by lapse of time or otherwise and collect rent for the period prior to termination thereof.

iv. Landlord, as Tenant's agent, without terminating the Lease, may at Landlord's option enter upon and rent Premises or any part thereof at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper.

v. Landlord shall have all other rights and remedies available at law or in equity.

c. Damages. Tenant shall pay all reasonable costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults, including but not limited to accelerated rent damages, which damages shall be limited to (1) the amounts due and owing prior an election by Landlord to terminate this Lease, plus (2) Landlord's cost of repossessing the Premises, plus (3) Landlord's reasonable attorney's fees, plus (4) a sum which, at the date of such termination, equals the present value (discounted at eight percent (8%) per annum) of (A) the Rent and all other sums which would have been due and payable by Tenant hereunder for the remainder of the term of this Lease less (B) the aggregate reasonable, fair market rental value of the Premises for the same period, accounting for the cost, time, and other factors necessary to relet the Premises and future market conditions bearing on reletting, all of which amounts shall be immediately due and payable. Tenant and Landlord acknowledge and agree that it is impossible to estimate accelerated rent damages accurately and that payment of accelerated rent under the provisions of this subsection is intended not as a penalty but as liquidated damages.

d. Landlord Default. In the event that Landlord fails to perform or violates any obligation or term of this Lease and fails to cure said default within thirty (30) days after written notice of such Event of Default by Tenant to Landlord, Landlord shall be in default under this Lease and Tenant shall have all rights and remedies available at law or in equity. Notwithstanding the foregoing, in the event any non-monetary default cannot with reasonable diligence be cured within such thirty (30) day period, Landlord shall have such additional reasonable period of time not to exceed ninety (90) days to cure such default so long as Landlord commences such cure within such thirty (30) day period and shall diligently prosecute in good faith such cure to completion.

15. **WORK ON THE PREMISES**. Whenever Tenant is permitted or required to perform any work at the Premises, including Alterations ("**Work**"), the following provisions shall apply:

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a. No Work shall be commenced until Tenant shall have obtained all certificates, licenses, permits, authorizations, consents and approvals necessary for the Work, from all governmental authorities having jurisdiction with respect to the Premises or the Work, and Landlord, at Tenant's sole cost and expense, shall reasonably cooperate with Tenant in obtaining any such certificate, license, permit, authorization, consent or approval.

b. Tenant shall commence the Work only after Landlord has approved in writing the plans and specifications therefor and the general contractor and all major subcontractors proposed by Tenant to perform the Work, which approval shall not be unreasonably withheld.

c. Tenant shall cause the Work to be done and completed with first class materials and in a good, substantial and workmanlike manner, free from faults and defects, and in compliance with all governmental laws and requirements, and shall utilize only new materials and supplies. Tenant shall be solely responsible for construction means, methods, techniques, sequences and procedures, and for coordinating all activities related to the Work, and the Landlord shall have no duty or obligation to inspect the Work, but shall have the right to do so, at reasonable times, upon reasonable prior notice and in a reasonable manner.

d. Tenant shall promptly commence the Work and, once commenced, diligently and continually pursue the Work and complete the Work within a reasonable time. Tenant shall supervise and direct the Work utilizing commercially reasonable efforts and reasonable care, and shall assign such qualified personnel to the Work as may be necessary to cause the Work to be completed in an expeditious fashion.

e. Unless otherwise provided herein, all Work shall be performed at Tenant's sole cost and expense. Tenant shall provide and pay for all labor, materials, goods, supplies, equipment, appliances, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the Work. Tenant shall promptly pay when due all costs and expenses incurred in connection with the Work. Tenant shall pay, or cause to be paid, all fees and taxes required by law in connection with the Work.

f. Tenant shall be responsible for the acts and omissions of all of its employees and all other persons performing any of the Work. Tenant shall be responsible for initiating, maintaining and supervising all necessary safety precautions and programs in connection with the Work, and shall take all reasonable protection to prevent damage, injury or loss to, the Work, all persons performing Work on the Premises, all other persons who may be involved in or affected by the Work, all materials and equipment to be incorporated in the Work and all other property on the Premises or adjacent thereto.

g. The approval or consent by Landlord of any plans, specifications or of any other matter submitted by Tenant to and/or reviewed by Landlord pursuant to this Lease shall be deemed to be strictly limited to an acknowledgment of approval or consent by Landlord thereto and shall not imply or be deemed to imply any representation or warranty by Landlord that the design is safe or structurally sound or will comply with any governmental laws and requirements or this Lease. Any deficiency, mistake or error in design, although the same has the consent or approval of Landlord, shall be the sole responsibility of Tenant, and Tenant shall be liable for all

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costs and expenses which may be incurred and all delays suffered in connection with or resulting from any such deficiency, mistake or error in design.

16. **ASSIGNABILITY/SUBLETTING**. Tenant may not assign or sublease any interest in the Premises or permit the use of Premises by any party other than Tenant without the prior written consent of Landlord and otherwise in accordance with the terms of this Section.

Should Tenant desire to assign this Lease or any right or interest herein or sublet the Premises or any part thereof, Tenant shall give Landlord written notice of such desire, which notice shall contain (i) the name and contact information of the proposed assignees or subtenant and its form of organization, (ii) the nature of the proposed subtenant's or assignee's desired business to be conducted in the Premises, (iii) the terms and conditions of the proposed sublease or assignment, and (iv) financial statements for the three most recent completed fiscal years of the proposed subtenant or assignee (if such information is available to Tenant) and such other financial information as Landlord shall reasonably request. Simultaneously with such written notice, Tenant shall pay Landlord, as Additional Rent, $750.00 for Landlord's review and consideration of Tenant's written notice and the proposed assignee/subtenant (the "**Review Fee**"). Landlord shall review and notify Tenant of its decision regarding the proposed assignee/subtenant within thirty (30) days after receipt of Tenant's written notice and payment of the Review Fee.

If Tenant is an entity, any conveyance of any ownership interest in Tenant shall be considered an assignment of an interest in the Premises hereunder. Consent to one assignment or sublease shall not destroy or waive this provision, and all later assignments and subleases shall likewise be made only upon prior written consent of Landlord. Subtenants or assignees shall become liable directly to Landlord for all obligations of Tenant hereunder, without relieving Tenant's liability.

17. **NOTICE**. Any notice required by this Lease shall be in writing and shall be deemed to be given if delivered personally or mailed by registered or certified mail, return receipt requested, or by a nationally recognized commercial overnight carrier, provided, however, the time period in which a response to any notice, demand or request must be given shall commence on the date of receipt by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall constitute receipt of the notice, demand or request sent. Any such notice, demand or request shall be sent to the respective addresses set forth below (or such other addresses as the party receiving the notice shall have earlier provided to the other party):

As to Landlord:
J. Riverside LLC
Attn: Yash J. Desai
118 Pipemakers Circle, Suite 100
Pooler, Georgia 31322

As to Tenant:
JAY AMBE 679 INC
Attn: Vikram Shah and Balkrishna Kodal
403 US Hwy 80 W, Suite M
Garden City, Georgia 31408

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Such addresses may be changed from time to time by either party providing notice as set forth above.

18. **ENTIRE AGREEMENT/AMENDMENT**. This Lease contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. The Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

19. **FAILURE TO EXERCISE A POWER GRANTED**. This lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of Landlord to exercise any power give Landlord hereunder, or to insist upon strict compliance by Tenant of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

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

21. **SUBORDINATION AND ESTOPPEL**.

a. Subordination. This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of any existing or future mortgage, or other instrument encumbering the fee title of the Premises (each such instrument is hereinafter referred to as a "**Mortgage**"), and to any modifications, renewals, consolidations, extensions, or replacements thereof. This subordination shall be self-operative, and no further instrument of subordination shall be required by the holder of any such Mortgage affecting or encumbering the fee title of the Premises. In confirmation of such subordination, Tenant shall, upon request at any time or times, execute, acknowledge, and deliver to Landlord or the holder of any such Mortgage, without expense, any and all instruments that may be requested by Landlord or such holder to evidence the subordination of this Lease and all rights hereunder to the lien of any such Mortgage, and each such renewal, modification, consolidation, replacement, and extension thereof.

b. Estoppel Certificate. At any time and from time to time, Tenant, on or before the date specified in a request therefor made by Landlord, which date shall not be earlier than ten (10) days after Landlord's making of such request, shall execute, acknowledge, and deliver to Landlord a certificate evidencing whether or not (i) this Lease is in full force and effect, (ii) this Lease has been amended in any way and attaching a copy of any such instrument of amendment, (iii) there are any existing events of default on the part of Landlord hereunder to the knowledge of Tenant and specifying with particularity the nature of such events of default, if any, and (iv) rent, and other amounts due hereunder, if any, have been paid, and certifying to such other facts as Landlord may reasonably require.

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22. **ATTORNEY'S FEES AND HOMESTEAD**. If any rent owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay reasonable attorney's fees and expenses. Tenant waives all homestead rights and exemptions which it may have under any law as against any obligation owing under this Lease. Tenant hereby assigns to Landlord its homestead and exemption.

23. **TIME OF ESSENCE**. Time is of the essence of this Lease.

24. **DAMAGE OR THEFT OF PERSONAL PROPERTY**. Tenant agrees that all personal property brought into the Premises shall be at the risk of the Tenant only and that the Landlord shall not be liable for theft thereof or any damages thereto occasioned from any act or omission of Landlord, its employees or patrons, or other occupants of the Premises or any other person related to the operation and maintenance of the Premises.

25. **EMINENT DOMAIN CLAUSE**. It is mutually agreed that if the whole or any substantial part of the demised Premises shall be taken by Federal, State, County or City authority for public use, or under any statute, or by right of eminent domain or if such taking shall unreasonably impair the normal operation of Tenant's business, then when possession shall be taken thereunder for said Premises, or any part thereof, the term hereby granted and all rights of the Tenant hereunder shall immediately cease and terminate. It is expressly agreed that the Tenant shall not have any right or claim to any part of any award made to or received by the Landlord for such taking, provided, however that Tenant may separately claim and receive from the condemning authority, if legally payable, compensation for Tenant's removal and relocation costs and for Tenant's loss of business and/or business interruption, provided such award does not reduce the compensation or award payable to Landlord.

26. **GOVERNING LAW**. This Lease shall be governed by and construed according to the law of the State of Georgia. Both parties hereby submit to the jurisdiction of the applicable local court in the county where the Premises are located.

27. **EXCULPATION**. Tenant agrees that it shall look solely to Landlord's interest in the Premises for the satisfaction of any claim, judgment, decree, decision or ruling lawfully requiring the payment of money by Landlord, and no other real or personal property or assets of Landlord, its members, officers, directors, agents, employees, partners, owners, successors, assigns, or legal representatives shall be subject to satisfaction of any of the foregoing nor liable for any claim against or obligation of Landlord.

28. **JOINT AND SEVERAL LIABILITY**. If Tenant shall be more than one person or entity, the obligations of Tenant hereunder shall be joint and several.

29. **FORCE MAJEURE**. Notwithstanding any provision in this Lease to the contrary, Landlord shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease when prevented from so doing by causes beyond Landlord's control, which shall include, but not be limited to, all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

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30. **COMMISSIONS**. Landlord and Tenant represent and warrant each to the other that they have not discussed this Lease or the subject matter hereof with, and have not engaged in any fashion or any connection with this transaction the services of, any real estate or other broker, agent or salesman, so as to create any legal right in any such broker, agent or salesman to claim a commission or similar fee with respect to the lease of the Premises. Landlord and Tenant each hereby indemnifies the other against and agrees to hold harmless the other from any and all claims for real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the lease of the Premises contemplated hereby. The provisions of this Section shall survive the term of this Lease or any termination thereof.

31. **RELATIONSHIP OF PARTIES**. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto. It being understood and agreed that no provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.

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

33. **DEFINITIONS**. "Landlord" as used in this Lease shall include first party, its representatives, assigns and successors in title to Premises. All the parties agree that in the event the Landlord shall sell or transfer its interest in the title to the Premises, it shall be relieved of any and all of its obligations under this Lease. "Tenant" shall include second party, its successors and assigns, and if this Lease shall be validity assigned or sublet, shall include also Tenant's assignees or sub-lessees, as to the Premises covered by such assignment. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

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IN WITNESS WHEREOF, the parties have executed this Lease Agreement to be effective as of the date first shown above.

LANDLORD:

J. RIVERSIDE LLC,
a Georgia limited liability company

By: _____
Yash J. Desai, Manager

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TENANT:

JAY AMBE 679 INC.,
a Georgia corporation

By: B. R Kodad
Name: Balkrishna Kodad
Title: OWNER

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EXHIBIT "A"

ALL that certain tract or parcel of land lying and being in Land Lot 348 of the Thirteenth Land District of Bibb County, Georgia, containing 41,708 square feet or 0.957 acres and being more particularly described with reference to a Boundary Survey for Chevron U.S.A., Inc. by Tribble & Richardson, Inc. dated April 3, 1987, last revised May 6, 1987, and recorded in Plat Book 75, page 110, Bibb County, Georgia, records, as follows:

To find the Point of Beginning, commence at an iron pin marking the Intersection of the Westerly right-of-way line of Riverside Drive (Georgia Highway 87, U.S. Highway 23) and the Northerly right-of-way line of Tom Hill, Sr. Boulevard and extend thence South 53 degrees 01 minutes 35 seconds West a distance of 10.00 feet to an iron pin which is the Point of Beginning; from said Point of Beginning extend thence South 53 degrees 01 minutes 35 seconds West a distance of 188.46 feet along the Northerly right-of-way line of Tom Hill, Sr. Boulevard to an iron pin; extend thence North 40 degrees 10 minutes 42 seconds West, a distance of 220.00 feet along the Easterly right-of-way of Northpark Place to an iron pin; extend thence North 56 degrees 05 minutes 42 seconds East a distance of 194.28 feet to an iron pin on the Westerly right-of-way of Riverside Drive; extend thence South 40 degrees 40 minutes 04 seconds East a distance of 155.28 feet to a concrete right-of-way marker on the Westerly line of Riverside Drive; extend thence South 44 degrees 03 minutes 31 seconds East a distance of 44.72 feet to an iron pin on said right-of-way; and extend thence South 04 degrees 29 minutes 02 seconds West a distance of 13.24 feet to an iron pin which is the Point of Beginning.

LESS AND EXCEPT that land conveyed by Order and Judgment, Department of Transportation Vs. 0.055 acres of land; and certain easement rights; and Walthall Oil Company; Citicorp Leasing, Inc.; and to whom it may concern, individually, dated January 3, 2006, and recorded in Deed Book 6907, pages 357-366, Bibb County, Georgia, records.

Together with appurtenant easement rights as set out in that certain Deed from Robert M. Sinclair and William D. Ramsbottom to Chevron U.S.A., Inc. dated May 29, 1987, and recorded in Deed Book 1658, page 369, Bibb County, Georgia, records to a non-exclusive perpetual easement for ingress and egress across the following property:

A 14 foot by 50 foot strip of land which is described by commencing at the northernmost corner of the herein described property and from thence extending South 56 degrees 05 minutes 42 seconds West a distance of 50 feet to a point; extending thence North 40 degrees 40 minutes 04 seconds West a distance of 14 feet to a point; extending thence North 56 degrees 05 minutes 42 seconds East a distance of 50 feet to a point; and extending thence South 40 degrees 40 minutes 04 seconds East a distance of 14 feet to the point of beginning.

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Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

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'sknowledge.

Agent's Signature:_____ Date:_____

Business Name: _____

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

This_____ day of_____, 20____ .

_____ _____

Notary Public 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: B. R. Kodali Date: 07/29/25
(If different from Agent)

Title: OWNER

Business Name: JAY AMBE 679 INC

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 andcorrect.

This 29 day of July, 2025 .

Notary Public

My Commission Expires May 24 2028

WHITNEY MARIE RAY NOTARY EXPIRES GEORGIA May 24, 2028 PUBLIC CHATHAM COUNTY GA

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

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'sknowledge.

Agent's Signature:_____ Date:_____

Business Name: _____

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

This_____ day of_____, 20____ .

_____ _____

Notary Public 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: 07/29/25.
(If different from Agent)

Title: OWNER

Business Name: JAY AMBE 679 INC

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 29 day of July, 2025.

Notary Public

My 24 2028
My Commission Expires

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: JAY AMBE 679 INC

Business Address: 3720 RIVERSIDE DR. MACON GA 31210

Instructions:

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

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

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

Definitions:

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

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

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

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

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

B. R. Todd

Applicant/Agent Signature

07/30/25

Date

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

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: JAY AMBE 679 INC

Business Address: 3720 RIVERSIDE DR., MACON GA 31210

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

7229

Code Enforcement Department Designee

9/11/25

Date

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

B. R. Kodali

Applicant/Agent Signature

07/30/25

Date

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

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.

B. R. Kodal	BALKRISHNA R. KODAL	07/30/25
Signature	Print Name	Date

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

Signature	Print Name	Date
Shah.	VIKRAM SHAH	07/30/25

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

Alcohol License Questionnaire

Name of Business: JAY AMBE 679 INC
Owner's Name: BALKRISHNA R. KODAL
Address: 3720 RIVERSIDE DR
MACON, GA 31210

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

B. R. Kodal
Signature

BALKRISHNA R. Kodal
Print Name

07/30/24
Date

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

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: JAY AMBE 679 INC

Business Address: 3720 RIVERSIDE DR, MACON GA 31210

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

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

B. R. Kodel

Applicant/Agent Signature

07/30/25

Date

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

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 #

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: BALKRISHNA KODAL
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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

BALKRISHNA KODAL

VIKRAM SHAH

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.

BALKRISHNA KODAL B.R. Kodal
Print and Sign Name

Sworn to and subscribed before me this
29 day of July, 2025.

Notary Public
My Commission Expires: May 24, 2028

WHITNEY MARIE RAY NOTARY PUBLIC CHATHAM COUNTY, GA EXPIRES GEORGIA May 24, 2028

Rev. April 2022
See O-22-0011

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Property Owner: VIKRAM SHAH
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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

BALKRISHNA KOOAL
VIKRAM SHAH

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.

VIKRAM SHAH Shah.
Print and Sign Name

Sworn to and subscribed before me this
29 day of July, 2025.

Notary Public
My Commission Expires: May 24, 2028

WHITNEY MARIE RAY NOTARY PUBLIC CHATHAM COUNTY GA EXPIRES GEORGIA May 24, 2028

Rev. April 2022
See O-22-0011

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

L

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: MATTHEW RHODES

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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

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

Matt Rhodes / Matt Rhodes
Print and Sign Name

Sworn to and subscribed before me this
31st day of July, 2025.

Cathryn Lowery
Notary Public

CATHRYN LOWERY NOTARY PUBLIC MONROE CO., GEORGIA

My Commission Expires: exp. 8/10/27

Rev. April 2022
See O-22-0011

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

Georgia Department of Revenue

Department of Revenue Alcohol License Application

DOR Alcohol License Application

Business Information

Business Name: JAY AMBE 679 INC

Business Type: Corporation

Address Information

Location Address: 3720 RIVERSIDE DR MACON GA 31210-1838

Alcohol License Information

License Type: Retail

Start Date: 08-18-2025

Beer: Yes

Wine: Yes

Liquor: No

Airline or Railway Carrier: No

Local Jurisdiction Type: County

Local Jurisdiction: MACON

Arrest History: No

Local License / Fees	Fee Amount
Beer/Wine License	$250.00
	$250.00

Licensee Information

Licensee Type: Individual

Licensee Name: KODAL, BALKRISHNA

Additional Information

Primary NAICS: 457110

Officers	Officer or Responsible Party
KODAL, BALKRISHNA	Both
SHAH, VIKRAM	Both
KODAL, BALKRISHNA	Both

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

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: Balkrishna Kodal – Fingerprints Completed: 09.11.2025

Business Name: Jay Ambe 679 Inc DBA Walthall

Business Address: 3720 Riverside Dr Macon GA 31210

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

Granted DocuSigned by: 9/26/2025
Sheriff, Macon-Bibb County, Georgia **Date**

Denied 1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

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

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

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

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

Docusign Envelope ID: A0380EBA-C250-4572-8B2D-7D94EC9E1BD4

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 2/24/2026 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

Initial
SF
Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

Introductory Text

All current Alcohol Licenses expire December 31.

There is no grace period.

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

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

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

Application Questions

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

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : No

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

Non-Profit Business : No

Required Attachments

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

You will need to complete and upload the supplemental packet. This can be found here

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

Alcohol Beverage Supplemental Packet:

jj.servsafe.pdf

jrj.DL.pdf

servsafe2025.pdf

ABsupp.package.pdf

ch.dl.pdf

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

engineers.aff.pdf

- IPL0279163-Affidavit.pdf

Business Information

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

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

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

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

Business Name (DBA) : J Reids

Corporation Name : Jewel & Reid LLC

Business Address : 317 Cotton Ave, Ste A

City : Macon

State : GA

Zip : 31201

Mailing Address : 956 High Street, Apt B

City : MACON

State : GA

Zip : 31201

Local Business Phone # : (704) 975-8048

Email : cjnr.design@gmail.com

Owner Name : Chelsea Hughes

Owner Phone # : (704) 975-8048

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

Agent Information

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : AH000214

Agent's First Name : Chelsea

Agent's Last Name : Hughes

Agent's Home Phone # : (704) 975-8048

Job Title : owner/partner

Agent's Home Address : 956 High Street, Apt B

City : MACON

State : GA

Zip : 31201

Social Security Number : [redacted]

License Fees

License Fees (ADD All that Apply)

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

License Fees:

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

License Fee : Malt Consumed on Premise - $800

License Fee : Wine Consumed on Premise - $700

Armed Security Personel

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

Yes/No : No

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

Certification and Attestation

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

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

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

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

Digital Signature

Your Name Here : Chelsea J Hughes

Date

Today's Date : 10/14/2025

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print):	Chelsea Jewel Hughes		
Home Address:	956 High St, Apt B, Macon, GA 31201		
Sex	**Race**	**Date of Birth**	**Social Security Number**
F	CAUC.	[redacted]	

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

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

Signature _____ Date 10/15/25

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

Date of Inquiry:_____Time of Inquiry:_____Operator's Initials: _____

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

_____ _____

Agency Designee Signature and Title Date

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print):	Jonathan Reid Johnson		
Home Address:	147 River Knoll, Macon, GA 31211		
Sex	**Race**	**Date of Birth**	**Social Security Number**
M	CAUC	[redacted]	

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

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

Signature _____ Date 11/04/2025

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

Date of Inquiry:_____Time of Inquiry:_____Operator's Initials: _____

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

_____ _____

Agency Designee Signature and Title Date

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

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

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

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

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

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

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

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

Business Name: J. Reid's ([redacted] Jewel and Reid, LLC)

Printed Name of Applicant: Chelsea Hughes

*Signature of Applicant: Chelsea Hughes

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 15th DAY OF October, 2025.

Jenny Stuart
NOTARY PUBLIC

7-10-29
MY COMMISSION EXPIRES

JENNY STUART NOTARY PUBLIC BIBB COUNTY, GEORGIA

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

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

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

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

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

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

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

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

Business Name: J. Reid's (Jewel and Reid, LLC)

Printed Name of Applicant: Jonathan Johnson

*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 15th DAY OF October, 2025.

_____ 7-10-29
NOTARY PUBLIC MY COMMISSION EXPIRES

JENNY STUART NOTARY PUBLIC BIBB COUNTY, GEORGIA

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

MEASUREMENT FORM

Retail Sales of Beer, Wine and Malt Beverages
Consumption on the premises
Includes Brewpubs
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT: **Chelsea Hughes**

PROPOSED LICENSE: **BEER, WINE, AND LIQUOR ONLY CONSUMED ON PREMISES**

BUSINESS LOCATION: **317 COTTON AVE, MACON, GA 31201**

BUSINESS NAME: **J. REIDS**

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of the building housing a state or county owned and operated alcoholic treatment center or a housing authority property measured and found to be more than 300 ft.

__x__ Comply ____ Does not comply

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

Date: 9/18/25

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

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

J. Reids
#317 Cotton Avenue

3,100' — ALCOHOLIC TREATMENT CENTER property line
River Edge - Emery Hwy.

3,850' — MHA housing unit property line
Mounts Homes

JWH

OK!

Paul J. Hornowski

September 17, 2025

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

McClatchy

News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
	IPL0279163	Legal Ad - IPL0279163		1.0	29.0L

ATTENTION: Chelsea Hughes
317 Cotton Ave
Macon, GA 31201
jnr.design@gmail.com

To Whom It May Concern:

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

2.0 insertion(s) published on:
10/07/25 Digital, 10/14/25 Digital

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Liquor, Beer & Wine

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the October 13, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Jewel & Reid, LLC, DBA J Reids , 317 Cotton Avenue. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This October 6, 2025. Chelsea Hughes, Applicant
IPL0279163
Oct 7,14 2025

Print Tearsheet Link

Marketplace Link

Amy Robbins

DIGITALLY SIGNED

Amy Robbins

Sherry J Chasteen

DIGITALLY SIGNED

Sworn to and subscribed before me on Oct 14, 2025, 8:34 AM EDT

NOTARY PUBLIC STATE OF TEXAS
SHERRY J CHASTEEN
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 125328493
MY COMMISSION EXPIRES 4/16/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

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Macon-Bibb County Planning & Zoning Commission | MBPZ.ORG

ZONING COMPLIANCE

PERMIT NO: ZC-2025-2350	**PERMIT TYPE:** Permitted Use	**DATE ISSUED:** 11/03/2025
PARCEL NO: R0730240	**ZONING DISTRICT:** CBD-1	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	Chelsea Hughes J. Reid's	
PROPOSED USE:	New Business Application	
ADDRESS OF PROPOSED USE:	317 COTTON AVE	
PROPERTY OWNER'S NAME:	HOLTON INVESTMENT PROPERTIES	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, and plans submitted; approval is granted to operate a full-service tavern style restaurant with alcohol consumed on premises and no live entertainment in an existing commercial building. The restaurant will be open for lunch and dinner 6-7 days a week with permitted hours of operation to be limited to the hours between 12:00 pm – 12:00 am. Additional hours of operation and amplified music and entertainment may be permitted only pursuant to a conditional use permit. Bars, taverns and nightclubs must comply with the regulations set forth in the MBPZ Comprehensive Land Development Resolution as well as Macon- Bibb County Code of Ordinance Article II enforceable by Code Enforcement. No outside storage or sales authorized, and no signage authorized by this permit; signage shall require a separate zoning permit. Subject to filing a copy of the Macon Bibb County Alcoholic Beverage License with the Zoning office. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 11/03/2026

APPROVED BY: Trisha Kawa

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

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**Jewel & Reid LLC**	Control Number:	**25171204**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Any legal purpose**	NAICS Sub Code:	
Principal Office Address:	**317 Cotton Ave, Suite A, Macon, GA, 31201, USA**	Date of Formation / Registration Date:	**8/25/2025**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2027**

REGISTERED AGENT INFORMATION

Registered Agent Name: **United States Corporation Agents, Inc.**

Physical Address: **11175 Cicero Drive, Suite 100, Alpharetta, GA, 30022, USA**

County: **Fulton**

Back Filing History Name History Return to Business Search

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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: J-Reid's Name of Corporation: Jewel and Reid, LLC

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

Individual:

Name and Title: Chelsea Hughes (partner) Telephone Number: (478) 975-8048

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

Residential Street Address: 956 High St, Apt B, Macon, GA 31201

Mailing Address: 956 High St, Apt B, Macon, GA 31201

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- [ ] Sole Proprietorship
- [ ] General Partnership
  - o General Partner holding ____% of all outstanding general partnership interests.
- [ ] Limited Partnership (LP)
  - o General Partner holding ____% of all outstanding general partnership interests.
  - o Limited Partner holding ____% of all outstanding general partnership interests.
- [ ] Limited Liability Partnership (LLP)
  - o General Partner holding ____% of all outstanding general partnership interests.
- [ ] Limited Liability Limited Partnership (LLLP)
  - o General Partner holding ____% of all outstanding general partnership interests.
  - o Limited Partner holding ____% of all outstanding general partnership interests.
- [X] Limited Liability Company (LLC)
  - o Managing Member, Total number of Managing Members: ____
  - o Member holdings 51 % of all outstanding membership interests
- [ ] Privately Held Corp./Company
  - o Corporate Officer: Yes__ No__
  - o Shareholder holding ____% of all outstanding ownership interests.
- [ ] Publicly Traded Company
  - o Corporate Officer: Yes__ No__
- [ ] Other
  - o Other person exercising operational authority over the entity: _____

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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: [redacted] J. Reid's Name of Corporation: Jewel and Reid, LLC

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

Individual:

Name and Title: Jonathan Johnson (partner) Telephone Number: 478 320-2034

Date of Birth: [redacted] Social Security Number: _____

Residential Street Address: 147 River Knoll, Macon, GA 31211

Mailing Address: 147 River Knoll, Macon, GA 31211

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

-] Sole Proprietorship
-] General Partnership
  - o General Partner holding ___% of all outstanding general partnership interests.
-] Limited Partnership (LP)
  - o General Partner holding ___% of all outstanding general partnership interests.
  - o Limited Partner holding ___% of all outstanding general partnership interests.
-] Limited Liability Partnership (LLP)
  - o General Partner holding ___% of all outstanding general partnership interests.
-] Limited Liability Limited Partnership (LLLP)
  - o General Partner holding ___% of all outstanding general partnership interests.
  - o Limited Partner holding ___% of all outstanding general partnership interests.
- X Limited Liability Company (LLC)
  - o Managing Member, Total number of Managing Members: ____
  - o Member holdings 49 % of all outstanding membership interests
-] Privately Held Corp./Company
  - o Corporate Officer: Yes__No__
  - o Shareholder holding ___% of all outstanding ownership interests.
-] Publicly Traded Company
  - o Corporate Officer: Yes__No__
-] Other
  - o Other person exercising operational authority over the entity: _____

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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: Chelsea Last Name: Hughes

Home Address: 956 High St, apt B City: Macon State: GA Zip: 31201

Home Phone #: 704-975-8048 Email: cjnr.design@gmail.com

Date of Birth [redacted] Social Security Number [redacted]

Mailing Address: 956 High St. apt B City: Macon State GA Zip: 31201

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

CERTIFICATION

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

Applicant's Signature — Date: 10/15/25

I hereby certify that Chelsea Hughes 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 15th day of October, 2025

Jenny Stuart
NOTARY PUBLIC

7-10-29
MY COMMISSION EXPIRES

JENNY STUART NOTARY PUBLIC BIBB COUNTY, GEORGIA

Rev. 7/2021

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Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,

Sherman Brown

Executive Vice President, National Restaurant Association Solutions

ServSafe
National Restaurant Association

ID # 27941363

CARD # 28231999

ServSafe Alcohol® CERTIFICATE

CHELSEA HUGHES

NAME

11/6/2025

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

This certificate confirms completion of the **ServSafe Alcohol®** responsible alcohol service program.

Sherman Brown

Executive Vice President, National Restaurant Association Solutions

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In Alaska you must laminate your card for it to be valid.

NOTE: You can access your score and certification information anytime at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.

NATIONAL RESTAURANT ASSOCIATION

233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1.800.SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

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Chelsea Hughes



AH001663

ALCOHOL HANDLER

EXP:12/31/2026

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

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: Jonathan Last Name: Johnson

Home Address: 147 River Knoll City: Macon State: GA Zip: 31211

Home Phone #: 478-320-2034 Email: johnsonjonathan2@gmail.com

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

Mailing Address: 147 River Knoll City: Macon State: GA Zip: 31211

- ☐ **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**
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CERTIFICATION

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

Applicant's Signature — Date: 10/15/2025

I hereby certify that Jonathan Johnson 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 15th day of October, 20 25

NOTARY PUBLIC — MY COMMISSION EXPIRES: 7-10-29

JENNY STUART NOTARY PUBLIC BIBB COUNTY, GEORGIA

Rev. 7/2021

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Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,

Sherman Brown

Executive Vice President, National Restaurant Association Solutions

ServSafe
National Restaurant Association

ID # 27939550

CARD # 28221742

ServSafe Alcohol® CERTIFICATE

JONATHAN JOHNSON

NAME

11/4/2025

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

This certificate confirms completion of the **ServSafe Alcohol®** responsible alcohol service program.

Sherman Brown

Executive Vice President, National Restaurant Association Solutions

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17110801 v.1711

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NATIONAL RESTAURANT ASSOCIATION

233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1.800.SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

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Jonathan Johnson



AH001662

ALCOHOL HANDLER

EXP:12/31/2026

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Docusign Envelope ID: 87231D51-ACD5-4C4B-8995-040579667E5D

COLDWELL BANKER COMMERCIAL
EBERHARDT & BARRY

Eberhardt & Barry, Inc.
COMMERCIAL REAL TORS
990 RIVERSIDE DRIVE. MACON, GEORGIA 31201
Post Office Box 6313. MACON, GEORGIA 31208
(478) 746-8171. FAX (478) 746-1362
Eberhardt & Barry, Inc. License Number H-1118
Stephanie Folsom License Number 209962

LEASE AGREEMENT

Macon, Bibb County, Georgia

THIS INDENTURE OF LEASE, Made and entered into this day of 9/8/2025 between **Holton Investment Properties, LLC** of the first part, hereinafter called Lessor, and **Jewel & Reid, LLC** of the other part, hereinafter called Lessee. (It is mutually agreed by the parties hereto, where either is mentioned herein, that same refers to their heirs, executors, administrators, successors, and assigns, who are bound as fully and completely by the covenants herein as the parties hereto.)

WITNESSETH:

1. PREMISES: The said Lessee has this day rented and leased from said Lessor the following described Premises: **A portion that tract or parcel of land being in the City of Macon, Bibb County, Georgia being shown as parcel R073-0240 per Bibb County Tax Assessor, and being further described in a Deed of Record in Deed Book 10313, Page 112, and Plat Book 94, Page 458, Clerk's office, Bibb Superior Court and having improvements thereon as 317 Cotton Avenue, Suite A according to the present system of numbering streets and buildings in Macon, Bibb County Georgia to be used for no other than a restaurant.**

2. TERM: The Lease shall be for the term of **64 months** commencing on **October 1, 2025** and ending on the **January 31, 2031** unless sooner terminated as hereinafter provided.

3. RENTAL: Lessee agrees to **pay by ACH to Holton Investment Properties, LLC**, its successors, and assigns on the first (1st) day of each rental month, in advance, a monthly rental of:

- October 1, 2025 – January 31, 2026: Rent free
- February 1, 2026 - January 31, 2027: $3,500 / month
- February 1, 2027 - January 31, 2028: $3,500 / month
- February 1, 2028 - January 31, 2029: $3,605 / month
- February 1, 2029 - January 31, 2030: $3,713.15 / month
- February 1, 2030 - January 31, 2031: $3,824.54 / month

4. LATE FEE AND DISHONORED CHECKS: Upon the failure of Lessee to pay monthly rent when due, Lessee shall pay an amount equal to ten (10%) percent of the rent due as liquidated damages, not as a penalty, the parties recognizing the difficulty in precisely ascertaining the damages to Lessor in the event rent is not paid before the tenth (10th) of any month. If a rental check of the Lessee is returned due to insufficient funds, the Lessee shall pay $25.00 as liquidated damages, not as a penalty, the parties recognizing the difficulty in precisely ascertaining the damages in that event.

5. ADDITIONAL RENTAL: Lessee also agrees to pay to Lessor Additional Rental as follows: NA

Initial Lessor _____ Initial Lessee _____

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Docusign Envelope ID: 87231D51-ACD5-4C4B-8995-040579667E5D

6. ACCEPTANCE OF PREMISES: Lessee accepts the Premises in its present condition and agrees to surrender said Premises at the expiration of this Lease in as good or better condition as when received, natural wear and tear expected.

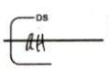
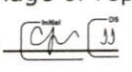
7. REPAIRS BY LESSOR: Lessor shall not be required to make any repairs or improvements to Premises except to keep in good order the roof, all plumbing from the outside of the premises to the water meter and **all pipes above the ceiling that do not service said suite (Lessor shall repair building damage caused by water from the pipes excluding Lessee's personal property),** exterior walls (not including exterior windows), and abutting sidewalks; provided however that the cost of any such repairs required as a result of the negligence or willful act of Lessee, its customers, licenses, agents, servants or employees shall be borne by Lessee.

8. REPAIRS BY LESSEE: Lessee, at his sole cost and expense, whether the same be property of Lessor or Lessee, shall promptly repair and at all times maintain the leased Premises including heating and cooling units and systems in their entirety, store fixtures and equipment, electrical fixtures, equipment and electrical installation, plumbing, plumbing equipment and fixtures, including keeping all drains and pipes open and clear, all machinery and doors, and replace all broken glass including store front, plate, window, security or display glass.

9. RELEASE AND INDEMNITY: a) To the fullest extent permitted by law, Lessee shall indemnify, protect, and at Lessor's option, defend and save Lessor and Lessor's agents (including without limitation Eberhardt & Barry Inc. and Eberhardt & Barry Property Management, LLC), partners, members, managers, shareholders, officers, directors, employees, successors, and/or assigns and mortgagee, if any (collectively, "Lessor's Indemnities", which shall be inclusive of the officers, agents and employees of Eberhardt & Barry Inc. and Eberhardt & Barry Property Management, LLC harmless from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' fees, including in connection with loss of life, personal injury, bodily injury and/or damage to property, arising from or out of any occurrence in, upon or about the Premises due to Lessee's use occupancy, management or control of the Premises. b) To the fullest extent permitted by law, Lessor shall indemnify, protect, defend, and save Lessee and Lessee's agents, partners, members, managers, shareholders, officers, directors, employees, successors, and/or assigns (collectively, "Lessee's Indemnities") harmless from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' fees, in connection with loss of life, personal injury, bodily injury and/or damage to property, arising from or out of any occurrence in, upon or about the Premises due to the gross negligence or willful misconduct of Lessor. Lessee to provide Lessor with a certificate of insurance naming Lessor as additionally insured.

10. LIABILITY INSURANCE: Lessee shall maintain at its sole expense during the term hereof, a blanket liability insurance policy covering the Premises, which policy has limits of $500,000.00 for injury or death to any one person and $1,000,000.00 for injury and/or death to any number of persons in any one accident and property damage insurance in an amount of $50,000.00 in a company satisfactory to Lessor. Lessee shall also keep in force fire and extended coverage insurance for the full replacement value of Lessee's improvements and Lessee's property, including, but not limited to, inventory, trade fixtures, furnishings and other personal Property. Lessee agrees to add the Premises to any blanket policies and will cause such insurance policy, as to the Premises, **to name Lessor as an additional insured** and to be written, if available, so as to provide that the insurer waives all right of recovery by way of subrogation against Lessor in connection with any loss or damage covered by the policy. In addition, Lessee shall keep in force workman's compensation or similar insurance to the extent required by law. **Lessee shall deliver said policy or certificate thereof to Lessor on or before the lease commencement date**. Should Lessee fail to obtain the insurance called for herein, Lessor, may, at its sole option, procure said insurance and pay the requisite premiums, in which event, Lessee shall pay all sums so expended to Lessor, as additional rent following invoice. Each insurer under the policies required hereunder shall give Lessor fifteen (15) days prior written notice before the policy or policies in question shall be altered or cancelled.

11. CASUALTY: In the event of the total destruction of the Premises by fire or other casualty, this Lease shall cease and come to an end and the Lessee shall be liable for rent only up to the time of such destruction. Should the Premises herein leased be partially damaged by fire or other casualty, at any time during the term hereof, the Lessee shall give immediate notice to the Lessor, who shall have the option to terminate said lease agreement within 30 days of Lessee's notice OR cause the same to be promptly repaired. A reduction of rent, proportionate to interference to occupancy shall be allowed the Lessee during the time necessary to restore said Premises or make the necessary repairs, as the case may be, but no reduction, however, shall be allowed for any interruption by reason of damage of repairs to adjoining or contiguous premises.

Initial Lessor  Initial Lessee 

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12. LESSEE IMPROVEMENTS: All alterations, additions and improvements (except trade fixtures put in at the expense of the Lessee) shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Lease, however, the Lessee is to make no changes of any nature in the above-named Premises without first obtaining written consent from said Lessor or his agent. The Lessee also agrees to indemnify the Lessor against loss caused by any mechanic or materialman's lien against the property based on repairs, alterations or improvements undertaken by the Lessee.

13. COMPLIANCE WITH LAW, INSURANCE AND LEASE REQUIREMENTS: Lessee agrees not to leave the Premises herein leased unoccupied or vacant nor permit any act which would violate the fire insurance policy and to comply with and carry out all rules, order, and requirements, ordinances, and regulations of Federal, State, City and/or County governments. Lessee agrees that this is a NON-Smoking Property and will not smoke inside said Premises. Lessee agrees to a no pet policy and will not bring pets or animals into the Premises. Lessee agrees not to live at the Premises or to use a space heater, or toaster oven, inside said Premises.

14. UTILITIES: Lessee shall pay all bills for electricity, water, heat, gas, power, garbage collection, any other utility which may be incurred in the use of the Premises. Lessee shall be responsible for all backflow tests.

15. BANKRUPTCY: In the event bankruptcy or state insolvency proceedings should be filed against Lessee, his heirs or assigns, in any Federal or State Court, it shall give the right to said Lessor, his heirs or assigns, at their option to immediately declare this contract null and void, and to resume at once possession of the property. No receiver, Trustee, or other judicial officer shall ever have any right, title, or interest in the Lease or to the above described Premises by virtue of this contract.

16. WAIVER OF HOMESTEAD: Lessee hereby waives all right to the benefit of any and all homestead or exemption laws and conveys and assigns to Lessor or its assigns a sufficient amount of such homestead or exemption as may be allowed in the event of bankruptcy to pay all sums and damages owed hereunder by Lessee to Lessor, and Lessee hereby directs the trustee in bankruptcy to deliver to Lessor a sufficient amount of any property or money claimed as exempt to pay such amounts and damages in full.

17. DEFAULT AND REMEDIES:

A. Lessee shall be in default of this Lease if Lessee (1) shall fail to pay any rent on or before the due date (including any additional rental specified herein), or (2) shall make an assignment for the benefit of creditors, or (3) shall be adjudged as bankrupt by any court, voluntarily or involuntarily, or (4) have a receiver or trustee appointed to take charge of custody of all or any portion of Lessee's property, voluntarily or involuntarily, or (5) shall assign, mortgage or encumber this Lease or sublet the whole or any part of the demised Premises in violation of the terms of this Lease, or (6) shall vacate or fail to occupy the Premises for more than thirty (30) days, or (7) shall fail to perform or observe any other covenant, agreement, or requirement of this Lease not previously mentioned in this paragraph and such failure continues for 20 days after written notice is given by Lessor to Lessee. Upon Lessee's default, the Lessor shall at its option have the right to declare rental payments (including any additional rental) for the entire term of this Lease to be immediately due and payable and/or immediately repossess the Premises and remove therefrom Lessee, his agents, employees, servants, licensees, and other persons and any and all property, with or without legal process, and/or to relet the Premises for the account of Lessee, charging the Lessee for the difference between the rent specified in this Lease over the amount of rental that can be obtained through reasonable diligence by reletting and/or to declare this Lease void. No action taken by Landlord in the event of default shall relieve Lessee from the obligation to pay rent as specified in this Lease agreement. The parties agree that the damages allowing for the acceleration of rent are liquidated damages and are a reasonable pre-estimate of the damages suffered by the Lessor as a result of the Lessee's breach or default under this agreement. The parties also agree that the Premises are difficult to lease and, therefore, accelerated rent would reasonably be the damages Lessor would suffer as a result of Lessee's breach. The parties also agree that all damages set forth in this paragraph are not a penalty but are the measure of damages Lessor would reasonably incur as a result of Lessee's breach.

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

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

Initial Lessor DS AH Initial Lessee Initial DS JJ

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

Docusign Envelope ID: 87231D51-ACD5-4C4B-8995-040579667E5D

D. These rights of the Lessor are cumulative and are in addition to and not restrictive of any other rights under the law or in equity and failure on the part of Lessor to avail himself of these privileges at any particular time shall not constitute a waiver of these rights.

18. SIGNS: Lessee covenants that he will not paint, place or permit to be painted or placed any sign or other advertising device, bill, or billboard upon or about demised Premises, or any part thereof, without the prior written consent of Lessor or his agent.

19. LEASE NON-ASSIGNABLE: The Lessee shall not assign, mortgage, or pledge this Lease, nor sublet the whole or any part of the Premises for the whole or any part of said term, or place any Lessee upon said Premises without the consent of the Lessor or his agents, in writing. Should Lessee assign or sublease with Lessor's approval, Lessee shall pay an administration fee of One Thousand Dollars ($1,000.00).

20. ENTRY BY LANDLORD: Lessor may card premises "For Rent" or "For Sale" ninety days before the termination of this Lease. Lessor may enter the premises at reasonable hours; to exhibit the same to prospective purchasers or Lessees; to inspect Premises to see that Lessee is complying with all his obligations hereunder; and to make repairs required of Lessor under the terms hereof or repairs to Lessor's adjoining property.

21. NATURE OF LEASE: This contract shall create the relationship of Lessor and Lessee between Lessor and Lessee; no estate shall pass out of Lessor; Lessee has only a usufruct, not subject to levy and sale and not assignable by Lessee except by Lessor's consent.

22. HOLDING OVER: If Lessee remains in possession of the Premises after the expiration of the term hereof, with Lessor's acquiescence and without any distinct agreement of parties, Lessee shall become a Lessee from month to month at which time rent shall increase by One Hundred Percent (100%); and there shall be no renewal of this Lease by operation of law.

23. NOTICE: Whenever any notice, request, demand or rent payment is required or permitted under this Lease, the same shall be in writing and OR email and may either be served by email, and OR depositing the same postpaid in the United States Mail, to be sent, at the election of sender, by either first class or certified mail, and addressed as follows:

LESSOR:
Holton Investment Properties, LLC
ATTN: Alicia Holton
478-397-4279
steakoutwarnerrobins@gmail.com
315 Cotton Avenue
Apt 303
Macon, Ga 31201

LESSEE:

Chelsea Hughes (cell 704-975-8048) and Jonathan Johnson (478-320-2034)

Email: Chelsea Hughes: cjnr.design@gmail.com

Jonathan Johnson: johnsonjonathan2@gmail.com

317 Cotton Avenue Suite A
Macon, GA 31201

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

24. DISPOSSESSORY PROCEEDINGS: Lessee hereby appoints as his agent to receive the service of all dispossessory or distraint proceedings and notices thereunder, and all notices required under this Lease, the person in charge of said Premises at the time, or occupying the Premises; and if no person is in charge or

Initial Lessor _____ Initial Lessee _____

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

Docusign Envelope ID: 87231D51-ACD5-4C4B-8995-040579667E5D

occupying the same, then such service or notice may be made by attaching the same on the main entrance to Premises. A copy of all notices under this Lease shall also be sent to Lessee's last known address, if different from Premises.

25. INABILITY TO DELIVER POSSESSION: The Lessor shall not be responsible for damages of any kind resulting from failure to give possession, but the agreed rental shall abate during the time said Lessee is out of possession.

26. AGENCY AND AGENT'S COMPENSATION: This contract is solely between the Lessor and Lessee and the agent shall not be liable in any way, but it is agreed by all parties to this Lease agreement that Coldwell Banker Commercial Eberhardt & Barry, Inc. is hereby vested with an interest herein for its commission during the term hereof and any renewals hereof. Lessor's responsibility of payment of the commission and all renewals of this Lease agreement shall survive a transfer of ownership and entity name changes of Lessor and Lessee. Coldwell Banker Commercial Eberhardt & Barry, Inc its heirs, successors or assigns are to receive a commission to be paid by Lessor. Said commission shall be equal to **Twelve Thousand Sixty-Eight Dollars and Forty-Nine Cents ($12,068.49).** Half of the commission is due at the time the Lease is fully executed and half is due the earlier of the Lessee opening of business or the rent commencement date. Lessee shall have rent off-set rights in the event Lessor does not pay Coldwell Banker Commercial Eberhardt & Barry, Inc commission in full within thirty days of the due date as stated above. Renewal fees of this Lease agreement shall be equal to two percent of the gross term of the renewal term and is due at the time the Lease renewal is fully executed. Lessor agrees to pay Four Percent of the gross rent on all Lease expansions of said Lessee. The Four Percent is due to Coldwell Banker Commercial Eberhardt & Barry, Inc at the time the expansion agreement is fully executed.

Eberhardt & Barry, Inc. has represented the Lessor in this transaction, and is to be paid a commission by the Lessor. Eberhardt & Barry, Inc. has not represented the Lessee in this transaction. Coldwell Banker Commercial Eberhardt & Barry, Inc's licenses number is H-1118 and Stephanie Folsom with Coldwell Banker Commercial Eberhardt & Barry, license number is 209962.

27. PROPERTY TAXES AND INSURANCE: Lessor at Lessor's expense shall be responsible for the payment of the property taxes and building insurance.

28. ENTIRE AGREEMENT: This Lease contains the entire agreement between the parties. Any changes, additions or alterations must be in writing and made a part of this Lease in the form of an addendum signed by the parties hereto.

29. SPECIAL STIPULATIONS:

1. Security Deposit: Lessee shall write a check in the amount of Three Thousand Five Hundred Dollars ($3,500.00) at the execution of said Lease agreement. Lessee shall be refunded the security deposit from the Lessor within two weeks of the expiration of said Lease term or any renewals thereof if Lessee is not in default of said Lease agreement and Lessee leaves said suite broom clean and in the same condition as the suite was at the commencement of said Lease agreement with the exception of normal wear and tear, and finally Lessee removals ALL signage from the windows, façade, and pylon. Should Lessee default and be evicted from said suite the security deposit will be forfeited.

2. First Month's Rent: Lessee shall pay February 2026's rent ($3,500.00) at the execution of said Lease Agreement

3. Free Rent: Lessee shall have the months of October 2025, November 2025, December 2025 and January 2026 rent free.

4. Delivery of Suite by Lessor: Lessor at Lessor's expense shall deliver said suite on the Commencement Date of said lease agreement with all lights, plumbing, and HVAC in good and normal working order.

5. HVAC: The Lessee's limit of liability for the maintenance and or repair of the HVAC systems shall be limited to One Thousand Dollars ($1,000.00) per occurrence so long as the Lessee purchases and maintains an HVAC Maintenance Service Agreement with **AC Services of GA contact information: Alex Cunard (478-808-1373) and email acunard05@gmail.com** which provides for the regular servicing and cleaning of the HVAC system including and but limited to the replacement of filters and coil cleaning at least two times per

Initial Lessor DS / AH Initial Lessee Initial DS

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

Docusign Envelope ID: 87231D51-ACD5-4C4B-8995-040579667E5D

lease year. All repairs that exceed $1,000, Lessee MUST obtain permission by email by Lessor or Lessor's Management Company to proceed with the repair using **AC Services of GA**.

The Lessee shall provide the Lessor or Lessor's management company a copy of the HVAC maintenance service agreement and dates the HVAC has been serviced immediately following the request of Lessor or Lessor's management company.

If the Lessee does not meet all the above outlined requirements, then the Lessee shall be solely responsible for the expense of all maintenance repairs and or replacement of the HVAC systems in its entirety and the Lessor shall have no financial responsibility to provide any repair, maintenance and or replacement of the HVAC at any time whether the cost exceeds the One Thousand Dollars ($1,000.00) per occurrence limit or not.

6. Close By: Lessee must close said business to the public by 11:00 pm EST unless Lessor grants permission in writing/email for Lessee to remain open past 11:00 pm EST.

7. Liquor, Beer/Wine License: Lessor is in agreement to Lessee serving beer, wine and liquor at said premises. It is the Lessee's responsibility at Lessee's cost to obtain all required permits to serve beer, wine and liquor. Lessor agrees to sign applications for a liquor and beer/wine if any if said application requires the Landlord's signature by the governing authority.

8. Music: Lessee may play music in said suite and on the porch during business hours at level that is custom within dining restaurants. Lessee must obtain Lessor's written/email approval for any live music performances that Lessee would like to offer. Lessor has the right to prohibit music at all times on the porch at Lessor's discretion by giving Lessee written/email notice.

9. Smoker and Porch: Subject to Lessor's written/email approval of the specs, and installation and hours of use, Lessee may install a wood/pellet smoker outside at the back corner of the Lessor's property. Lessee must also obtain approval from the Health Department and Bibb County Inspection and Fees for said use. Should there be an increase in the Lessor's property insurance for the use of said smoker; Lessee agrees to pay the additional insurance cost within 15 days of said invoice and copy of said insurance bill from Lessor.

10. Porch: Lessee agrees to keep said porch broom clean and free of trash at all times.

11. Lessee Improvements: Lessee at Lessee's cost has the right to make the following improvements to said suite. Lessor must approve, Lessee's contractor in writing/email and Lessee agrees to use a licensed insured contractor who will pull a permit for below improvements. See attached floor plan as Exhibit "A" made a part of this lease agreement by reference that also outlines the below improvements.

- **Three Rooms at Front of Suite:**
  - Remove the dividing walls between the office and the two flex rooms in order to create more space for a kitchen, potentially moving plumbing so as to facilitate three compartment sink, hand sink, mop sink, and various utility sinks on different walls in the kitchen space.
  - Install FRP on walls and quarry tile on floor potentially looking into expanding current floor drains into one linear drain for more efficient cleaning/effective draining.
  - Replace office doors to swinging kitchen doors, potentially closing off door to middle flex room to create more wall space. Lessee agrees to give the doors not to be used to Lessor.
  - Will want to create at least 4'x3' pass through on wall facing bar for expediting window.
- **Rear of Suite:**
  - May want to create additional storage room on rear side of wall dividing bathroom and back deck entrances from dining room to create locking dry storage for liquor/wine and other inventory goods
- **Bar Area:**
  - Expand the plumbing behind bar to include floor drains, as well as one additional sink (dump sink/hand sink/dishwasher), also changing flooring from LVT to water resistant tile.

Initial Lessor DS AH Initial Lessee Initial DS JJ

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593
Docusign Envelope ID: 87231D51-ACD5-4C4B-8995-040579667E5D

- **Interior Windows on Lobby Wall:** Lessee may remove the glass from the windows located on the wall at Lobby location.

- **Utility Closet Addition:** Lessee may add a utility closet at the rear of the suite near the restrooms and improve the closet with a utility sink.

- **Paint below Chair Rail and front of Bar:** Lessee may at Lessee's option paint BELOW the chair rail and below the bar area. Lessor must approve said color in writing before Lessee' begins painting.

12. Personal Guaranty: Attached as Exhibit "B" is a personal guaranty made a part of this lease agreement by reference.

Signatures are on the following page.

Initial Lessor _____ Initial Lessee _____

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593
Docusign Envelope ID: 87231D51-ACD5-4C4B-8995-040579667E5D

IN WITNESS WHEREOF: We have hereunto set our hands and seals, this day and year above written.

Lessee: Jewel & Reid, LLC

By: _____
0474260B00F2408...

Name: Chelsea Hughes

Title: Partner

Date: 9/5/2025

Lessee: Jewel & Reid, LLC

By: _____
BA3ED2315301458...

Name: Jonathan Johnson

Title: Partner

Date: 9/5/2025

Lessor: Holton Investment Properties, LLC

By: _____
F86F7E1403B949F...

Name: Alicia Holton

Title: owner

Date: 9/8/2025

Coldwell Banker Commercial Eberhardt & Barry, Inc

By: _____
75B595E52E71418...

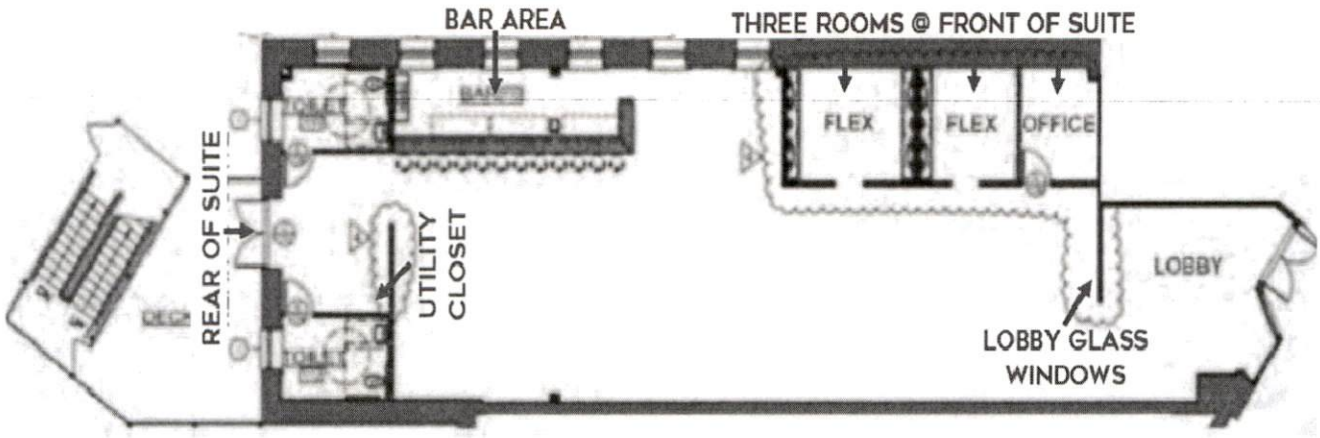
Name: Stephanie Folsom

Date: 9/8/2025

Initial Lessor _____ Initial Lessee _____

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593
Docusign Envelope ID: 87231D51-ACD5-4C4B-8995-040579667E5D

EXHIBIT "A"



Three Rooms at Front of Suite:

- Remove the dividing walls between the office and the two flex rooms in order to create more space for a kitchen, potentially moving plumbing so as to facilitate three compartment sink, hand sink, mop sink, and various utility sinks on different walls in the kitchen space.
- Install FRP on walls and quarry tile on floor potentially looking into expanding current floor drains into one linear drain for more efficient cleaning/effective draining.
- Replace office doors to swinging kitchen doors, potentially closing off door to middle flex room to create more wall space. Lessee agrees to give the doors not to be used to Lessor.
- Will want to create at least 4'x3' pass through on wall facing bar for expediting window.

Rear of Suite:

- May want to create additional storage room on rear side of wall dividing bathroom and back deck entrances from dining room to create locking dry storage for liquor/wine and other inventory goods

Bar Area:

- Expand the plumbing behind bar to include floor drains, as well as one additional sink (dump sink/ hand sink/dishwasher), also changing flooring from LVT to water resistant tile.

Interior Windows on Lobby Wall:

- Lessee may remove the glass from the windows located on the wall at Lobby location.

Utility Closet Addition:

- Lessee may add a utility closet at the rear of the suite near the restrooms and improve the closet with a utility sink.

Paint Below Chair Rail and Front of Bar:

- Lessee may at Lessee's option paint BELOW the chair rail and below the bar area. Lessor must approve said color in writing before Lessee' begins painting.

DS AH Initial DS SS

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593
Docusign Envelope ID: 87231D51-ACD5-4C4B-8995-040579667E5D

EXHIBIT B

COMMERCIAL LEASE GUARANTY

FOR VALUE RECEIVED and in consideration of the mutual covenants set forth herein and other good and valuable consideration, and as an inducement to **Holton Investment Properties, LLC** ("Lessor") to enter into a lease agreement with **Jewel & Reid, LLC** ("Lessee") having a commencement date of **October 1, 2025 for the property located at 317 Cotton Avenue Suite A** ("Lease"), attached hereto and incorporated herein, the undersigned **Jonathan Johnson** hereby enters into this Guaranty, on the day of 9/5/2025.

1. **GUARANTY.** Guarantor hereby absolutely and unconditionally guarantees to Lessor, its successors and assigns the prompt and full payment of all rent and other payments to be made by Lessee under the Lease, and the full performance and observance by Lessee of all the other terms, covenants, conditions to be performed and observed by Lessee, for which Guarantor shall be jointly and severally liable with Lessee. Guarantor hereby waives any notice of non-observance, or proof of notice or demand. Guarantor agrees that in the event of a default by Lessee under the Lease, Lessor may proceed against the Guarantor before, after or simultaneously with proceeding against Lessee.

2. **NO TERMINATION.** This Guaranty shall not be terminated, affected or impaired in any manner by reason of: (1) the assertion by Lessor against Lessee of any of the rights or remedies reserved to Lessor pursuant to the provisions of the Lease; (2) the commencement of summary or other proceedings against Lessee; (3) the failure of Lessor to enforce any of its rights against Lessee; or (4) the granting by Lessor of any extensions of time to Lessee.

3. **GENERAL PROVISIONS.**

A. Guarantor further covenants and agrees that: (1) Guarantor shall be bound by all the provisions, terms, conditions, restrictions and limitations contained in the Lease which are to be observed or performed by Lessee thereunder, the same as if Guarantor were named therein as Lessee; and (2) this Guaranty shall be absolute and unconditional and shall be in full force and effect with respect to any amendment, addition, assignment, sublease, transfer or other modification of the Lease, whether or not Guarantor shall have knowledge of , shall have been notified of or has agreed or consented to the same, provided, however, that notwithstanding any provision to the contrary contained in such amendment, addition, assignment, sublease, transfer or other modification, the financial obligations of Guarantor to pay rent and make other payments shall not be increased beyond the amounts specified in the Lease without the written consent of Guarantor.

B. If Lessor at any time is compelled to take action, by legal proceedings or otherwise, to enforce or compel compliance with the terms of this Guaranty, the undersigned shall, in addition to any other rights or remedies to which Lessor may be entitled hereunder or as a matter of law or in equity, pay to Lessor all costs, including reasonable attorney's fees, incurred or expended by Lessor in connection therewith.

C. In the event the Lease is disaffirmed by a Trustee in bankruptcy for Lessee, Guarantor agrees that it shall, at the election of Lessor, either assume the Lease and perform all of the covenants, terms and conditions of Lessee thereunder or enter into a new lease, which said new lease shall be in form and substance identical to the Lease.

D. All duties and obligations of "Guarantor" pursuant to this Guaranty shall be binding upon the successors and assigns of the undersigned.

E. This Guaranty shall be governed by and construed in accordance with the laws of the State of Georgia.

F. Guarantor agrees that, to the extent that Lessee makes a payment or payments to Lessor or Lessor receives any proceeds of collateral, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or otherwise are required to be repaid to Lessee, its estate, trustee, receiver or any other party, including, without limitation, under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligations of Lessee or part thereof which has been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593
Docusign Envelope ID: 87231D51-ACD5-4C4B-8995-040579667E5D

occurred. Guarantor shall defend and indemnify Lessor of and from any claim or loss under this subparagraph, including Lessor's legal fees and expenses and other expenses in the defense of any such action or suit.

G. Guarantor waives and shall have no right of subrogation, indemnification, reimbursement or exoneration with respect to the liabilities of Lessee under the Lease or any rights of contribution from any other Guarantors of such liabilities.

4. **TIME OF ESSENCE.** Time is of the essence of this Guaranty.

5. **ENTIRE AGREEMENT.** This Guaranty and any attached addenda constitute the entire Guaranty and no oral statement or amendment not reduced to writing and signed by Guarantor shall be enforceable.

6. **SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any exhibit or preceding paragraph, shall control.

IN WITNESS WHEREOF, Guarantor has hereto set its hand and seal the day and year first written above.

Guarantor: DocuSigned by:

Name: Jonathan Johnson Jonathan Johnson
BA3ED2315301458...

Home Address: 147 River Knoll Macon, GA 31211

Driver License Number: 051072899

Date of Birth: 6/3/1988

Date: 9/5/2025

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593
Docusign Envelope ID: 87231D51-ACD5-4C4B-8995-040579667E5D

EXHIBIT B

COMMERCIAL LEASE GUARANTY

FOR VALUE RECEIVED and in consideration of the mutual covenants set forth herein and other good and valuable consideration, and as an inducement to **Holton Investment Properties, LLC** ("Lessor") to enter into a lease agreement with **Jewel & Reid, LLC** ("Lessee") having a commencement date of **October 1, 2025 for the property located at 317 Cotton Avenue Suite A** ("Lease"), attached hereto and incorporated herein, the undersigned **Chelsea Hughes** hereby enters into this Guaranty, on the day of 9/5/2025.

1. **GUARANTY.** Guarantor hereby absolutely and unconditionally guarantees to Lessor, its successors and assigns the prompt and full payment of all rent and other payments to be made by Lessee under the Lease, and the full performance and observance by Lessee of all the other terms, covenants, conditions to be performed and observed by Lessee, for which Guarantor shall be jointly and severally liable with Lessee. Guarantor hereby waives any notice of non-observance, or proof of notice or demand. Guarantor agrees that in the event of a default by Lessee under the Lease, Lessor may proceed against the Guarantor before, after or simultaneously with proceeding against Lessee.

2. **NO TERMINATION.** This Guaranty shall not be terminated, affected or impaired in any manner by reason of: (1) the assertion by Lessor against Lessee of any of the rights or remedies reserved to Lessor pursuant to the provisions of the Lease; (2) the commencement of summary or other proceedings against Lessee; (3) the failure of Lessor to enforce any of its rights against Lessee; or (4) the granting by Lessor of any extensions of time to Lessee.

3. **GENERAL PROVISIONS.**

A. Guarantor further covenants and agrees that: (1) Guarantor shall be bound by all the provisions, terms, conditions, restrictions and limitations contained in the Lease which are to be observed or performed by Lessee thereunder, the same as if Guarantor were named therein as Lessee; and (2) this Guaranty shall be absolute and unconditional and shall be in full force and effect with respect to any amendment, addition, assignment, sublease, transfer or other modification of the Lease, whether or not Guarantor shall have knowledge of , shall have been notified of or has agreed or consented to the same, provided, however, that notwithstanding any provision to the contrary contained in such amendment, addition, assignment, sublease, transfer or other modification, the financial obligations of Guarantor to pay rent and make other payments shall not be increased beyond the amounts specified in the Lease without the written consent of Guarantor.

B. If Lessor at any time is compelled to take action, by legal proceedings or otherwise, to enforce or compel compliance with the terms of this Guaranty, the undersigned shall, in addition to any other rights or remedies to which Lessor may be entitled hereunder or as a matter of law or in equity, pay to Lessor all costs, including reasonable attorney's fees, incurred or expended by Lessor in connection therewith.

C. In the event the Lease is disaffirmed by a Trustee in bankruptcy for Lessee, Guarantor agrees that it shall, at the election of Lessor, either assume the Lease and perform all of the covenants, terms and conditions of Lessee thereunder or enter into a new lease, which said new lease shall be in form and substance identical to the Lease.

D. All duties and obligations of "Guarantor" pursuant to this Guaranty shall be binding upon the successors and assigns of the undersigned.

E. This Guaranty shall be governed by and construed in accordance with the laws of the State of Georgia.

F. Guarantor agrees that, to the extent that Lessee makes a payment or payments to Lessor or Lessor receives any proceeds of collateral, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or otherwise are required to be repaid to Lessee, its estate, trustee, receiver or any other party, including, without limitation, under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligations of Lessee or part thereof which has been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593
Docusign Envelope ID: 87231D51-ACD5-4C4B-8995-040579667E5D

occurred. Guarantor shall defend and indemnify Lessor of and from any claim or loss under this subparagraph, including Lessor's legal fees and expenses and other expenses in the defense of any such action or suit.

G. Guarantor waives and shall have no right of subrogation, indemnification, reimbursement or exoneration with respect to the liabilities of Lessee under the Lease or any rights of contribution from any other Guarantors of such liabilities.

4. **TIME OF ESSENCE.** Time is of the essence of this Guaranty.

5. **ENTIRE AGREEMENT.** This Guaranty and any attached addenda constitute the entire Guaranty and no oral statement or amendment not reduced to writing and signed by Guarantor shall be enforceable.

6. **SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any exhibit or preceding paragraph, shall control.

IN WITNESS WHEREOF, Guarantor has hereto set its hand and seal the day and year first written above.

Guarantor: Signed by: 0474260B00F2408...

Name: Chelsea Hughes

Home Address: 956 High St, Apt B, Macon, GA 31201

Driver License Num [redacted]

Date of Birth: [redacted]

Date: 9/5/2025

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

Agent Certification

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

Agent's Signature: _____ Date: 10/15/25

Business Name: J. Reids

I hereby certify that Chelsea Hughes (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 15th day of October, 2025.

Jenny Stuart

NOTARY PUBLIC

7-10-29

MY COMMISSION EXPIRES

JENNY STUART NOTARY PUBLIC BIBB COUNTY, GEORGIA

Owner/Individual Certification

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

Individual/Owner's Signature: _____ Date: 10/15/25
(If different from Agent)

Title: owner / partner

Business Name: J. Reids

I hereby certify that Chelsea Hughes (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 15th day of October, 2025

Jenny Stuart

NOTARY PUBLIC

7-10-29

MY COMMISSION EXPIRES

JENNY STUART NOTARY PUBLIC BIBB COUNTY, GEORGIA

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

Agent Certification

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

Agent's Signature: _____ Date: 10/15/2025

Business Name: J. Reids

I hereby certify that Jonathan Johnson (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 15th day of October, 2025.

Jenny Stuart

NOTARY PUBLIC

7-10-29

MY COMMISSION EXPIRES

JENNY STUART NOTARY PUBLIC BIBB COUNTY, GEORGIA

Owner/Individual Certification

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

Individual/Owner's Signature: _____ Date: 10/15/2025
(If different from Agent)

Title: Owner/partner

Business Name: J. Reids

I hereby certify that Jonathan Johnson (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 15th day of October, 2025

Jenny Stuart

NOTARY PUBLIC

7-10-29

MY COMMISSION EXPIRES

JENNY STUART NOTARY PUBLIC BIBB COUNTY, GEORGIA

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: J. Reid's

Business Address: 317 Cotton Ave, Macon, GA 31201

Instructions:

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

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

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

Definitions:

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

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

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

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

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☑ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

Applicant/Agent Signature

11/1/25
Date

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470 to schedulean 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.

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

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: J. Reid's

Business Address: 317 Cotton Ave, Macon GA 31201

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

Code Enforcement Department Designee — Date

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

Applicant/Agent Signature — Date 1/1/25

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

Signature	Print Name	Date
	Chelsea Hughes	10/15/25

Rev. 9/2020

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

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.

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Signature	Print Name	Date
	Jonathan Johnson	11/1/2023

Rev. 9/2020

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

Alcohol License Questionnaire

Name of Business: J. Reids
Owner's Name: Chelsea Hughes/Jonathan Johnson
Address: 317 Cotton Avenue
Macon, GA 31201

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

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

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

Please circle one: Relation, see below (No Relation)

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

Chelsea Hughes
Printed Name of Person Completing Form

Signature of Person Completing Form

10/15/25
Date

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

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: J. Reid's

Business Address: 317 Cotton Ave, Macon, GA 31201

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

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

Applicant/Agent Signature

10/15/25
Date

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

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 #

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

Macon-Bibb County
Certificate of Good Standing

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

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

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

J. Reid's (Jewel and Reid, LLC)

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

Chelsea Hughes
Print and Sign Name

Sworn to and subscribed before me this
15th day of October, 2025

Jenny Stuart
Notary Public
My commission expires: 7-10-29

JENNY STUART NOTARY PUBLIC BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Chelsea Hughes, owner

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

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

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

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

_____

_____

_____

_____

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

Chelsea Hughes
Print and Sign Name

Sworn to and subscribed before me this
15th day of October, 2025.

Jenny Stuart
Notary Public
My commission expires: 7-10-29

JENNY STUART NOTARY PUBLIC BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Jonathan Johnson

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

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

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

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

J. Reids (Jewel + Reid LLC)

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

Jonathan Johnson
Print and Sign Name

Sworn to and subscribed before me this
15th day of October, 2025.

Notary Public
My commission expires: 7-10-29

JENNY STUART NOTARY PUBLIC BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Holton Investment Properties
2. Name of the subject of this Certificate, if different from the applicant:
Kaitlynn Kressin
3. Benefit or privilege for which the applicant is applying (mark one):

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

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.
Just Tap'd LLC, Fall Line Brewing Co. LLC, Kressin Holdings LLC, Kressin Realty LLC

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

Kaitlynn Kressin
Print and Sign Name

Sworn to and subscribed before me this
11 day of NOVEMBER 2025

Notary Public
My commission expires:
6/11/28

ANDREA L. S... NOTARY PUBLIC ... June 11, 2028 ... HOUSTON COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

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: Chelsea Hughes – Fingerprints Completed: 11.25.25

Business Name: Jewel & Reid LLC DBA J Reids

Business Address: 317 Cotton Ave Ste A Macon GA 31201

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

Granted DocuSigned by: 12/5/2025
Sheriff, Macon-Bibb County, Georgia **Date**

Denied 1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

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

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

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

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

Docusign Envelope ID: E132164B-C118-45D9-8370-FDD7912D3593

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 2/24/2026 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

SF

Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

ADDED TO THE MARCH 17, 2026 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 good standing.
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.

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

Select One: ___ New Business ___ Change of location ✓ Change of Business

BUSINESS

Federal Tax ID #: 39-2621425 State Tax ID#: _____

Business Name: Pio Nono Food & Fuel LLC Corporate and Trade Name: _____

Local Business Address: 3701 Pio Nono Ave Macon GA 31206.
(P.O. Box Not Allowed) City State Zip

Mailing Address: 3701 Pio Nono Ave, Macon GA 31206.
Street Address (City State Zip)

Local Business Phone #: 943-210-6123 Email Address: 3701pionofoodmart@gmail.com

Contact Person: Ali Contact Phone #: 943-210-6123

AGENT

Agent's Name: Shahneraz Roy Agent's Title: Owner.

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

Home Address: 237 Triple Oaks DR City: Tucker State: GA Zip: 30084.

Home Phone #: 832-709-6939 Email: 3701piononofoodmart@gmail.com

Mailing Address: 3701 Pio Nono Ave City: Macon State: GA Zip: 31206.

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 08/23

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

Name-Based Criminal History Record Information Consent/Inquiry From

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

.....via:

US Mail ___ In-Person Pick-Up ___ Encrypted Email Address: 3701pioneerfoodmart@gmail.com.

Full Name (Print):	SHAHENAZ CHATURALI ROY		
Address	237 TRiple Oaks DR, Tucker GA 30084.		
Sex	Race	Date of Birth	Social Security Number
FEMALE	ASIAN	[redacted]	

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

I, Shahenaz Chaturali Roy give consent to the above named entity to perform periodic criminal history background checks for the duration of my employment.

Shahenaz — 12/18/2025

Signature — Date

_____ _____

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

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

Purpose Code used: (Check all that apply)

	Employment (E) - Provides Georgia Criminal History Record Information
	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
	Employment with Children (W) - Provides Georgia Criminal History Record Information
	Public Records (P)- Provides Georgia Felony Convictions Only
	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
	Civilian Criminal Justice (J)- State and III Info Received
	Sworn Criminal Justice Employment (Z) - State and III Info received

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

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

_____ _____

Agency Designee Signature and Title — Date

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

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

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

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

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

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

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

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

Business Name: Pio NONO Food & Fuel LLC

Printed Name of Applicant: Shahenaz Chaterali Roy

*Signature of Applicant: Shahenaz

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 17th DAY OF December, 2025.

NOTARY PUBLIC

06/05/2028
MY COMMISSION EXPIRES

FIZZA CHOUDHARY
NOTARY PUBLIC
GWINNETT County
State of Georgia
My Comm. Expires 06/05/2028

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

MEASUREMENT FORM

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

APPLICANT: **SHAHENAZ ROY**

PROPOSED LICENSE: **BEER AND WINE PACKAGE TO GO**

BUSINESS LOCATION: **3701 PIO NONO AVE, MACON, GA 31206**

BUSINESS NAME: **PIO NONO FOOD & FUEL 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.
_____X_____ Not Applicable ____Unknown

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

__ Not Applicable

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

__X____Comply _____Does Not Comply _____Not Applicable

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

Date: 7/3/25

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

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

APPLICATION FOR AFFIDAVIT

DATE: 7/11 2025

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

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: ____

BEER _____

WINE _____

MIXED DRINKS (Liquor) _____

PACKAGE SALE TO GO: _____

BEER ✓

WINE ✓

ALCOHOLIC BEVERAGES (Liquor) _____

NAME OF BUSINESS: PIO NONO FOOD & FUEL LLC

LOCATION OF BUSINESS: 3701 PIO NONO AVE MACON GA 31206

PERSON APPLYING FOR AFFIDAVIT: SHAHENAZ ROY

TELEPHONE: 943-210-6123

3701 PIO NONO FOOD MART@Gmail.com

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

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: PIO NONO FOOD & FUEL LLC

Business Address: 3701 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: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. 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.

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

☐ Small Box Discount Store: a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ Specialty Store: a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ Vice Mart: a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ Other Small Box Retail Store: a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☐ Other/None of the Above/Distilled Spirits/Exempt: Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

Shehnaz

Applicant/Agent Signature

01/11/2025

Date

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

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

Pio Nono Food & Fuel LLC
#3701 Pio Nono Avenue

3,550' — SCHOOL GROUND property line
Southwest High School

3,850' — SCHOOL BUILDING
Southwest High School

7,650' — COLLEGE CAMPUS property line
Central Georgia Technical College

22,150' — ALCOHOLIC TREATMENT CENTER building
River Edge - Emery Highway

5,100' — PUBLIC LIBRARY or BRANCH building
Bloomfield Library

3,250' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Pendleton Homes

1,700' — CHURCH (building)
First Faith Methodist Church

1,650' — CHURCH GROUNDS
First Faith Methodist Church

3,000' — M-B COUNTY RECREATION CENTER property
Bloomfield - Gilead Recreation Center

N/A — Vice Mart – Small Box Retail Store – Small Box Discount store (2500')
Applicant self-identifies as a: "Gas Station"

OK! JH
Paul J. Horowski
July 2, 2025

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

McClatchy

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

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

The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
	15641	Legal Ad - IPL0241991		1.0	29.0L

ATTENTION: SHAHENAZ CHATURALI ROY
237 TRIPLE OAKS DR
TUCKER, GA 30084

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2.0 insertion(s) published on:
06/14/25 Digital, 06/21/25 Digital

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR BEER & WINE / Packaged to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the June 21, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as PIO NONO FOOD & FUEL LLC, 3701 PIO NONO AVE,MACON GA 31206. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This June 14, 2025. SHAHENAZ CHATURALI ROY, Applicant
IPL0241991
Jun 14,21 2025

Print Tearsheet Link

Marketplace Link

Amanda Rodela

DIGITALLY SIGNED

Amanda Rodela

Sherry J Chasteen

DIGITALLY SIGNED

Sworn to and subscribed before me on Jun 23, 2025, 3:37 PM EDT

NOTARY PUBLIC STATE OF TEXAS
SHERRY J CHASTEEN
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 125328493
MY COMMISSION EXPIRES 4/16/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

ZONING COMPLIANCE

PERMIT NO: ZC-2025-1649	PERMIT TYPE: Permitted Use	DATE ISSUED: 07/23/2025
PARCEL NO: O0940065	ZONING DISTRICT: C-4	NEW CONSTRUCTION: No
NAME OF APPLICANT:	SHAHENAZ CHATURALI ROY Pio nono food & Fuel llc	
PROPOSED USE:	New Business Application	
ADDRESS OF PROPOSED USE:	3701 PIO NONO AVE	
PROPERTY OWNER'S NAME:	FAM PROPERTY GROUP LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change the ownership of an existing fueling center 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. No more than six (6) amusement or gaming machines are authorized by this approval and the floor area as utilized by these machines or their patrons shall be less than thirty (30) percent of the gross floor area of the establishment; should the machines and their patrons occupy more than this or should there be more than six (6) machines, a separate application for an amusement facility/indoor recreation facility is required. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Any permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, the zoning permit must be displayed on the premises together with the business license.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 07/23/2026

APPROVED BY: Butch Sementilli

This permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, this zoning permit must be displayed on the premises together with the business license. This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, the Macon-Bibb County Engineering Department, the Macon-Bibb County Fire Department, the Macon-Bibb County Traffic Engineering Department, the Macon Water Authority, the Office of Building and Fire Safety, and any other governmental agency whose regulations may be applicable. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb County Planning and Zoning Commission. Permits are specific to the property for which the permit is issued as well as the person to whom it is issued. Other than permits for single family homes or duplexes, any change in the person engaging in the use allowed by such permit shall require that the new person engaging in such use file a change of ownership form with the Commission, provided that change of ownership forms shall not be required for variances or certificates of appropriateness. The new holder of any permit shall be subject to all conditions attached to the original permit.

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**PIO NONO FOOD & FUEL LLC**	Control Number:	**25114615**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Any legal purpose**	NAICS Sub Code:	
Principal Office Address:	**3701 PIO NONO AVE, MACON, GA, 31206, USA**	Date of Formation / Registration Date:	**6/9/2025**
State of Formation:	**Georgia**	Last Annual Registration Year:	**NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name: **SHAHENAZ ROY**

Physical Address: **3701 PIO NONO AVE, MACON, GA, 31206, USA**

County: **Bibb**

Back

Filing History Name History

Return to Business Search

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Report a Problem?

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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: MARATHON Name of Corporation: Pio Nono Food & Fuel LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: Shalendz Roy (OWNER) Telephone Number: 943-210-6123

Date of Birth: [redacted] Social Security Number: [redacted]

Residential Street Address: 237 Triple Oaks DR, Tucker GA 30084

P.O. Box Not Allowed (City State Zip)

Mailing Address: 3701 Pionono Ave, Macon GA 31206

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership
- General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☑ Limited Liability Company (LLC)
- Managing Member, Total number of Managing Member(s): 1
- Member holdings 100 % of all outstanding membership interests.

☐ Privately Held Corp./Company
- Corporate Officer: Yes ____ No ____
- Shareholder holding _____% of all outstanding ownership interests.

☐ Publicly Traded Company
- Corporate Officer: Yes ____ No ____

☐ Other
- Other person exercising operational authority over the entity: _____

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

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: Shahenaz Last Name: Roy

Home Address: 237 TripleOaksDR City: Tucker State: GA Zip: 30084

Home Phone #: 832-709-6939 Email: 3701pionofoodmart@gmail.com

Date of Birth: [redacted] Social Security Number: [redacted]

Mailing Address: 3701 PIO NONO AVE City: MACON State: GA Zip: 31206

- **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, moneyorder/check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner**

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Shahenaz
Applicant's Signature

12/17/25
Date

I hereby certify that Shahenaz Chaturali Roy 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 17th day of December, 20 25.

Notary Public

FIZZA CHOUDHARY
NOTARY PUBLIC
GWINNETT County
State of Georgia
My Comm. Expires 06/05/2028

06/05/2028
My Commission Expires

Rev. 7/2021

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

7WDMKHOL7W285

Certificate of Completion

This is to certify that

shahenaz roy

has completed the training course

ALCOHOL AWARENESS COURSE - MACON-BIBB

Thursday, Dec 18 2025

Marshall Talley
Trainer

CHEERS HOSPITALITY COLLECTIVE
CRAFTING CONNECTIONS. ELEVATING EXPERIENCES

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

Shahenaz Roy



AH001688

ALCOHOL HANDLER

EXP: 12/31/2026

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

LEASE AGREEMENT

STATE OF GEORGIA

COUNTY OF BIBB

THIS LEASE AGREEMENT, is entered into on the 15 day of June 2025, by and between **FAM PROPERTY GROUP, LLC** (hereinafter referred to as **"Landlord")** and **PIO NONO FOOD & FUEL LLC** (hereinafter referred to as **"Tenant"**).

WITNESSETH:

PREMISES

1. That Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by Tenant, has leased and rented, and by these presents does lease and rent, unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called **"Premises"),** to-wit:

1,952 square feet of retail space and being known as 3701 Pio Nono Ave, Macon, GA 31206.

TERM OF LEASE

2. Tenant shall have and hold the Premises for a term of ten (10) years beginning on the 15 day of June 2025, and ending on June 14, 2035, at midnight, unless sooner terminated or extended as hereinafter specifically provided for in this Lease Agreement.

RENTAL

3. Tenant shall pay Landlord, by payments to Landlord, or Landlord's designee, at the address specified by Landlord, no later than the fifth (5th) day of each month during all terms of this Lease Agreement, the following sums:

(A) For the initial five (60 months) years of this Lease: $20,000.00 a month; and

(B) For the next five (60 months) yea$_1$rs of this Lease: $25,500.00 a month

FB. S.R

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

LATE CHARGES

4. Failure to pay any rental payment due within ten (10) days of the payment date shall cause a ten (10%) percent late charge to be added to the rental amount due. In addition, failure to pay rent within ten (10) days of any rental payment due date is an event of default, giving the Landlord right to terminate the Lease Agreement as hereinafter set forth in this Lease Agreement.

USE OF PREMISES

5. The Tenant may use and occupy the Premises for the purpose of conducting a retail store or any other lawful use. The Landlord will not unreasonably withhold permission for a different use if requested by Tenant. The Tenant shall not use or knowingly permit any part of the Premises to be used for any unlawful purpose. Tenant agrees to use the Premises in a careful, safe and proper manner, and not to use or permit the Premises to be used for any purposes prohibited by applicable federal, state, county, municipal or other governmental laws, codes, rules and regulations, including, but not limited to any drug or drug related activity, gambling, possession of firearms, or fighting involving weapons of any kind. Tenant shall not commit waste, or suffer or permit waste to be committed, or permit any nuisances on the Premises, nor shall Tenant store or dispose of any hazardous or toxic waste or materials on or about the Premises.

REPAIR

6. The Tenant shall, at its own expense, make all repairs necessary to the Premises during the Lease Agreement. Landlord has no duty to make any form of maintenance, repair, or to replace any such portion of the Premises, including the roof, any HVAC unit, hot water heater, or similar part or portion of the Premises. Tenant, at Tenant's sole expense, shall make all such repairs and replacements of any portion of the Premises that is necessary for the continued occupation of the Premises and the operation of any of Tenant's business operations.

F.B S.B

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ALTERATIONS

7. Tenant shall not make any additions, alterations or improvements in or to the Premises without Landlord's written consent. All additions, alterations and improvements made in or to the Premises by either Landlord or Tenant, shall become the property of the Landlord and be surrendered with the Premises at the termination of this Lease Agreement. Tenant shall have the right to remove or replace their movable trade fixtures, including equipment owned solely by Tenant, provided Tenant repairs any damage caused by such removal. The failure of Tenant to remove its fixtures or any of his property at the termination of the term of this Lease Agreement, shall be deemed abandonment of such property at the option of the Landlord.

SURRENDER OF BUILDING

8. At the expiration of the Lease term the Tenant shall surrender to the Landlord the Premises, including all buildings, replacements, changes, additions, and improvements constructed or placed by the Tenant thereon, with all equipment in or appurtenant thereto, except all movable trade fixtures installed by the Tenant, broom clean, in good condition and repair, reasonable wear and tear excepted.

UTILITIES AND TAXES

9. The Tenant shall pay or cause to be paid all charges for air conditioning, heat, water, gas, electricity, light, telephone, or any other communication or utility service used in or rendered or supplied to the Premises through the terms of this Lease Agreement, and to indemnify the Landlord and save it harmless against any liability on such account. The Tenant shall be solely responsible for the payment of the yearly real and personal property taxes assessed against the Premises during the term of this Lease Agreement. Any applicable tax bills sent to Landlord, for the Premises, shall be delivered to Tenant, and Tenant shall make timely payment of the same.

F.B S.R

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DEFAULT

10. The Landlord shall give the Tenant ten (10) days notice of intention to terminate the Lease Agreement in any of the following circumstances:

(A) Breach: If the Tenant shall be in default in the performance of any covenant of this Lease Agreement and if such default is not cured within ten (10) days after written notice thereof given by the Landlord; or, if such default shall be of such nature that it cannot be cured completely within such ten (10) day period, if the Tenant shall not have promptly commenced within such ten (10) day period or shall not thereafter proceed with reasonable diligence and in good faith to remedy such default.

(B) Insolvency: If the Tenant shall be unable to meet his obligations as they become due, or shall be adjudicated a bankrupt, make a general assignment for the benefit of creditors, or take the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Tenant's property and such appointment is not vacated within ninety (90) days. For those purposes the "Tenant" shall mean the Tenants then in possession of the Premises.

(C) Abandonment: If the Premises becomes vacant or deserted for a period of thirty (30) days.

(D) Assignment: If this Lease shall be assigned or the Premises sublet other than in accordance with the terms of this Lease Agreement and such default is not cured within ten (10) days after notice.

(E) Illegal Activity at Premises: If the Tenant allows the Premises to become the site of any illegal activity, such as drug sales or use, illegal gambling, prostitution, or any other form of illegal activity or conduct.

R.B

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11. If the Landlord gives the required notice of termination provided in subparagraph (a) or in the event of nonpayment of rent by the Tenant, upon notice by the Landlord that the Lease Agreement is in default, then at the expiration of the required period or upon notice, whichever the case may be, then this Lease Agreement shall terminate as completely as if that were the date fixed for the expiration of the term of this Lease Agreement, and the Tenant shall surrender the Premises to the Landlord. If this Lease Agreement shall so terminate, it shall be lawful for the Landlord, as its option, without formal demand or notice of any kind, to re-enter the Premises by an unlawful detainer action or by any other means, including force, and to remove the Tenant therefrom without being liable for any damages thereafter. Upon the termination of this Lease Agreement, the Landlord shall have the right, at its election, to terminate any sublease then in effect, without the consent of the subleasee concerned.

12. The Tenant shall remain liable for all its obligations under this Lease Agreement, despite the Landlord's re-entry, and the Landlord may re- rent or use the Premises as agent for the Tenant, if the Landlord so elects. The Tenant waives any legal requirement for notice of intention to re-enter any right of redemption.

13. If this Lease Agreement shall terminate as provided in this article the Landlord shall have the right, at its election at any time, to recover from the Tenant the amount by which the rent and charges equivalent to rent reserved herein for the balance of the terms shall exceed the reasonable rental received from the re-entering of the Premises for the same period.

INSURANCE

14. Tenant shall be solely responsible for the payment of hazard insurance to cover losses as to improvements located upon the Premises during the term of this Lease Agreement. Tenant is urged to purchase a separate insurance policy insuring against any loss to Tenant's inventory, equipment, and loss of income in case of a covered loss or event. In case of damage to or destruction of the improvements on the Premises by fire or otherwise the Landlord will, at such time and upon the conditions hereinafter set forth, restore, repair, replace, rebuild, or alter the same as nearly as possible to the condition such property was in immediately prior to such damage or destruction. Such restoration, repair, replacement, rebuilding, or alteration shall be commenced as soon as practicable after the receipt by the Landlord or the holder of any mortgage of the insurance money to be paid on account of such damage or destruction, and, after such work has been commenced, it shall be prosecuted with reasonable diligence. This

R.B SK

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obligation to repair will not be required should the loss occur during the last three months of the Lease term.

PROHIBITION AGAINST SUBLETTING

15. The Tenant may not sublet all or portions of the Premises for the remainder of the Lease term without the written approval of the Landlord.

INDEMNIFICATION

16. Tenant shall defend, indemnify and hold Landlord (except for the affirmative acts of negligence of Landlord or its agents) harmless from and against any claim, loss, expense or damage to any person or property in or upon the Premises or any area allocated to or used exclusively by Tenant or his agents, employees or agents, or any change, alteration or improvement made by Tenant in the Premises.

SIGNS

17. The Tenant may place and maintain in and about the Premises such neat and appropriate signs advertising its business as it shall desire and in accordance with any existing laws and ordinances. Upon the termination of this Lease Agreement the Tenant shall remove all signs and repair any damage to the Premises caused by the erection, maintenance or removal of the signs. Landlord shall have the privilege of posting the Premises for rent or sale at any time within thirty (30) days prior to the expiration of this Lease Agreement, or any extensions thereof.

ENTIRE AGREEMENT

18. This Lease Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be or no force or effect.

F.B

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

IN WITNESS WHEREOF, the parties have executed, sealed and delivered this Guaranty under seal, this 15th day of JUNE, 2025.

LANDLORD:

FAM PROPERTY GROUP , LLC,
a Georgia limited liability company

By: Fareed Bhanji,

TENANT:

PIO NONO FOOD & FUEL LLC,
a Georgia limited liability company

By: Shahenaz Roy,

FB SR

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

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'sknowledge.

Agent's Signature: Shahenaz Date: 12/17/25

Business Name: Pio NONO Food & Fuel LLC

I hereby certify that Shahenaz Chaturali Roy (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.

FIZZA CHOUDHARY
NOTARY PUBLIC
GWINNETT County
State of Georgia
My Comm. Expires 06/05/2028

This 17th day of December, 2025.

Notary Public

06/05/2028
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: Shahenaz Date: 12/17/25
(If different from Agent)

Title: OWNER.

FIZZA CHOUDHARY
NOTARY PUBLIC
GWINNETT County
State of Georgia
My Comm. Expires 06/05/2028

Business Name: Pio NONO Food & Fuel LLC

I hereby certify that Shahenaz Chaturali Roy (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 17th day of December, 2025.

Notary Public

06/05/2028
My Commission Expires

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Pio Nono Food & Fuel LLC

Business Address: 3701 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.

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

Shahenez

Applicant/Agent Signature

12/12/25

Date

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

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: PIO NONO FOOD & FUEL LLC

Business Address: 3701 PIO NONO AVE , 3701 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.

7229 — Code Enforcement Department Designee

12/9/25 — Date

☐ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.

Shahenaz — Applicant/Agent Signature

11/12/2025 — Date

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at http://fbi.gov/about-us/cjis/background-checks.

Signature	Print Name	Date
Shahenaz	Shahenaz Roy	12/17/25

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

Alcohol License Questionnaire

Name of Business: Rio Nono Food & Fuel LLC
Owner's Name: Shakuna Roy
Address: 237 Triple Oaks Dr, Tucker GA 30084

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

Shakuna Roy — Signature

Shakuna Roy — Print Name

12/17/25 — Date

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

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: Pio Nono Food & Fuel LLC

Business Address: 3701 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

Shaheen Z
Applicant/Agent Signature

12/17/2025
Date

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: SHAHENAZ ROY.

2. Name of the subject of this Certificate, if different from the applicant:
PIO NONO Food & Fuel LLC.

3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☑ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over $50,000	☐ Registering to Bid on Real Property	☐ Other:	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a $1,000 fine.

SHAHENAZ ROY
Print and Sign Name

Sworn to and subscribed before me this
17th day of December, 2025.

Notary Public
My Commission Expires: 06/05/2028

FIZZA CHOUDHARY
NOTARY PUBLIC
GWINNETT County
State of Georgia
My Comm. Expires 06/05/2028

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: _____

2. Name of the subject of this Certificate, if different from the applicant:
FAM PROPERTY GROUP LLC.

3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☑ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over $50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

_____

_____

_____

_____

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a $1,000 fine.

FAREED BHANJI _____
Print and Sign Name

Sworn to and subscribed before me this
14th day of July, 2025.

_____
Notary Public
My Commission Expires: 06/05/2028

FIZZA CHOUDHARY NOTARY PUBLIC GWINNETT COUNTY EXPIRES GEORGIA 06/05/2028

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

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: Shahenaz Chaturali Roy – fingerprints completed 12/19

Business Name: Pio Nono Food & Fuel LLC DBA Marathon

Business Address: 3701 Pio Nono Ave, Macon, GA 31206

After investigation, I recommend that the license requested herein be:

Granted DocuSigned by: David J Davis 1C561778CDEE414... 1/12/2026
Sheriff, Macon-Bibb County, Georgia **Date**

Denied _____
Sheriff, Macon-Bibb County, Georgia **Date**

After investigation, I recommend that the license requested herein be:

Granted _____
Mayor, Macon-Bibb County, Georgia **Date**

Denied _____
Mayor, Macon-Bibb County, Georgia **Date**

After investigation, I recommend that the license requested herein be:

Granted _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Denied _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Docusign Envelope ID: 2DEC1F2D-5DE8-45FC-91DE-8230EFFC7DC0

Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

___ Signature form

___ BSO Recommendation letter

___ Proof of Planning and Zoning compliance

___ Affidavit from the Macon-Bibb County Engineer's Department

___ Affidavit from the Macon Telegraph Newspaper

Legal Review 3/5/2026 (Date) DS SF (Initials)

Comments

After review, legal recommends approval.

Initials

Initial SF

_____ Stephanie Freeman, Administrative Office Specialist

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CANA COMMUNICATIONS, IN THE AMOUNT OF $105,720.00, TO UPGRADE THE SECURITY SYSTEMS AT THE THOMAS JACKSON JUVENILE JUSTICE CENTER, TO BE PAID FROM THE SPLOST 2018 FUND – JUDICIAL – COURTHOUSE – PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County, as part of the ongoing courthouse improvement efforts funded by the 2018 SPLOST, intends to upgrade the security system at the Thomas Jackson Juvenile Justice Center; and

WHEREAS, CANA Communications is an electronic equipment and system integration service company; and

WHEREAS, Cana Communications is the current provider of the access control, security, and video surveillance equipment currently in use in the majority of Macon-Bibb County governmental properties; and

WHEREAS, in certain circumstances, the Macon-Bibb County Commission may authorize the purchase of equipment from a sole source without competitive solicitation pursuant to Macon-Bibb County Code of Ordinances Section 19-5.4; and

WHEREAS, the Procurement Department, with approval from the County Manager, has determined that CANA Communications, a Division of Eagle Fire Inc., is a sole source vendor for the required security system, for continuity and compatibility with the security equipment utilized at the majority of other governmental properties; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Mayor to execute an agreement with CANA Communications, a Division of Eagle Fire Inc., for the purchase

and installation of a new security system at the Thomas Jackson Juvenile Justice Center, in the amount of $105,720.00, as provided in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with CANA Communications, a Division of Eagle Fire Inc., in the amount of ONE HUNDRED FIVE THOUSAND SEVEN HUNDRED TWENTY DOLLARS AND 00/100 CENTS ($105,720.00), for the purchase and installation of a new security system at the Thomas Jackson Juvenile Justice Center, as described in Exhibit A, to be paid from the SPLOST 2018 Fund – Judicial – Courthouse – 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 _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Authorizing Agreement with CANA Communications for Security System at Juvenile Justice Center $105,720.00 3-3-26.docx

EXHIBIT A

CANA
A Division of EAGLE FIRE INC.

CANA Communications
318 Corporate Parkway #102
Macon, GA 31210

Quote Number: 161274.1.0
Quote Title: Thomas Jackson JJC - Avigilon Video Surveillance
Quote Date: 2/18/2026

Prepared for: Macon-Bibb County City Hall (23260)
700 Poplar Street 3rd Floor Room 308
Macon, GA 31201

Bill of Material - Major Components Only

Line Item	Quantity	Description
1	41	3MP Indoor IR Dome Camera
2	12	5MP Outdoor Bullet Camera
3	1	2MP PTZ Camera
4	54	Camera License
5	1	NVR, 48TB
6	12	Junction Box for Bullet Camera
7	1	Pendant Mount
8	1	PoE Injector
Total Price		**$105,720.00**

Statement of Work

This quote is to replace the existing Honeywell MaxPro video surveillance with new Avigilon equipment.

Scope of Work:

- Replace all cameras with new Avigilon cameras
- Replace existing NVR with a new Avigilon server
- Perform system programming
- Install client viewing software on customer computers
- Provide end user training

CANA
A Division of EAGLE FIRE INC.

Thomas Jackson JJC - Avigilon Video Surveillance
161274.1.0
2/18/2026

Terms & Conditions

- This quote is valid for 30 days from the date shown above.
- Price is based on CANA Communications' terms and conditions; any deviations from those terms and conditions will incur additional costs.
- In the event account is placed in the hands of an outside party for collections or suit is instituted to collect some or any portion thereof, Applicant and each of the undersigned, jointly and severally, shall be obligated to pay all costs and expenses incurred in collecting the amounts owing including, without limitation, interest at a rate of 1.5% per month, attorney's fees equal to fifteen percent (15%) of the principal, interest owing and court costs.
- Please sign below for acceptance of this proposal and CANA Communication's standard terms and conditions of sale.

Signature **Date** **Printed Name and Title**

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH PROFESSIONAL PAVING SERVICES, LLC FOR ASPHALT PAVING & RESURFACING SERVICES, IN THE AMOUNT OF $1,231,636.36, TO BE PAID FROM THE 2025 SPLOST FUND - ROADS – PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission (the "Commission") is committed to providing safe and accessible roadways throughout Macon-Bibb County; and

WHEREAS, on March 18, 2025, Macon-Bibb County voters approved the imposition of a special local option sales tax ("2025 SPLOST") in the amount of $450,000,000.00 for funding of various authorized projects, including the paving and enhancement of roads, with collections set to commence on October 1, 2025; and

WHEREAS, to ensure that adequate funds would be available to commence authorized projects during the early period of collection of the 2025 SPLOST, the Commission determined it necessary to purchase General Obligation Sales Tax Bonds to be repaid from collection of sales tax made later in time; and

WHEREAS, on August 5, 2025, in Resolution R-25-0128, the Commission authorized the purchase of $50,000,000.00 in General Obligation Sales Tax Bonds for purposes authorized under the SPLOST referendum; and

WHEREAS, on September 23, 2025, in Ordinance O-25-0044, the Commission adopted a budget for the $50,000,000.00 2025 SPLOST Bond, plus the additional $5,302,329.00 in bond premiums received by the County, budgeting $20,000,000.00 to fund road projects; and

WHEREAS, on October 21, 2025, the Commission appropriated the budgeted $20,000,000.00 for road projects into the 2025 SPLOST Fund - Roads – Property line item; and

WHEREAS, Invitation for Bids ("IFB") No. 26-034-LH was published on January 21, 2026, soliciting bids for the repair and resurfacing of various sections of roadways, such roadways to be paved shown on the attached Exhibit A, incorporated herein by reference; and

WHEREAS, IFB No. 26-034-LH was published on Macon-Bibb County's Procurement Department website and posted to the Georgia Procurement Registry, where one hundred forty-one (141) vendors were notified of the opportunity for bidding; and

WHEREAS, of the vendors notified, two (2) self-identified as African American-owned and one (1) self-identified as Pacific Islander American-owned; and

WHEREAS, on the published due date of February 26, 2026, seven (7) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification review; and

WHEREAS, after the bid review, Professional Paving Services, LLC, a Georgia corporation with its primary place of business in Macon-Bibb County, whose total bid was the lowest responsive and responsible submission, was recommended for award by the user department; and

WHEREAS, Procurement concurs with this award recommendation; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute an Independent Contractor Agreement with Professional Paving Services, LLC, in the amount of ONE MILLION, TWO HUNDRED THIRTY-ONE THOUSAND, SIX HUNDRED THIRTY-SIX DOLLARS AND THIRTY-EIGHT CENTS ($1,231,636.38) for deep patch asphalt resurfacing services to be paid from the 2025 SPLOST Fund - Roads – Property line item, with such Independent Contractor Agreement in a substantially similar form to the attached Exhibit A, incorporated herein by reference.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

[SIGNATURES TO FOLLOW]

APPROVED AND ADOPTED this _____ day of _____, 2026.

By: _____
Lester M. Miller, Mayor

Attest: _____
(SEAL) JANICE S. ROSS, Clerk of Commission

J:\RES MACON-BIBB\2026 Miller Authorizing PTW5 with Professional Paving Services - $1,231,636.38 - SPLOST 3-6-26.docx

EXHIBIT A

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN

MACON-BIBB COUNTY AND

PROFESSIONAL PAVING SERVICES, LLC

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is entered into by and between Macon-Bibb County ("County"), a political subdivision of the State of Georgia, and Professional Paving Services, LLC, ("Contractor") a domestic for-profit corporation with a principal place of business at 5962 Zebulon Road, Suite 138, Macon, Georgia 31210, collectively referred to hereinafter as the "Parties."

In consideration of the mutual promising and covenants herein contained, the Parties agree as follows:

1. Scope of Services.
   Contractor shall commence, diligently pursue, and complete the deep patch and resurfacing services as set forth in this Agreement, and as more specifically detailed in Exhibit A – Invitation For Bids # 26-034-LH – Paving the Way 5 (Exhibit A), attached hereto and incorporated by reference. In general terms, this project shall include, without limitation, milling, patching, and resurfacing of the streets identified in Exhibit A. Contractor shall coordinate all work with the County Engineer. Contractor shall, and shall require its subcontractors to, comply with GA Code Title 25, Section 9, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411. Prior to beginning commencing work, Contractor shall coordinate actions with the Macon Water Authority to ensure adequate marking and identification of utilities.

   Any work performed outside of the scope of this Agreement must be approved in writing prior to the performance of such work. All works shall include a one-year warranty from the date of completion covering materials and labor. All equipment, personnel, and materials required for the proper performance of services shall be furnished by and shall remain under the control of Contractor. Contractor shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high-quality working and performing order.

2. Term.
   This Agreement shall become effective on the date it is executed by the last Party to do so and shall continue in full force and effect until the completion of Contractor's duties hereunder, not to exceed one-year from the effective date, unless otherwise amended in writing. This Agreement shall automatically terminate on June 30 of each year and automatically renew on the subsequent July 1, for the life of this Agreement. This Agreement may only be extended by mutual written consent.

   Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in

accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

a. Schedule of Work. Contractor shall commence work within ten (10) calendar days following the receipt of the Notice to Proceed and shall execute all work diligently and shall complete all work requirements within one hundred fifty (150) calendar days (the "Completion Date") following the receipt of all necessary railroad permissions. This schedule also contemplates all clean up, demobilization, and other work necessary to return the project area to its final state. County shall be authorized to charge liquidated damages in accordance with provision 2(d) of this Agreement in the event that Contractor fails to complete with work by the Completion Date.

b. Contractor shall file Notice of Commencement with the Bibb County Superior Court Clerk within fifteen (15) days of physically commencing work as stated in O.C.G.A. § 36-91-92, and provide a stamped, filed copy of said notice to:

Macon-Bibb County Attorney's Office
P.O. Box 247
Macon, Georgia 31202-0247

c. Extension of Time. In the event the work under this project is delayed by neglect, delay, or default of any other Contractor or the County, or by any damage which is the result of an Act of God, or by a general strike of the employees, the Contractor shall have reason to claim for delay and request an extension of time to complete the contract.

d. Liquidated Damages. Liquidated damages in the amount of $75.00 may be charged to the Contractor for each day that the project is delayed beyond the Completion Date of the contract, as determined in the sole discretion of the County. These charges are to defray the cost of inspection by Macon-Bibb employees assigned to the project.

3. Compensation.
County accepts Contractor's bid price as shown in Exhibit B – Contractor's Submitted Bid Schedule, attached hereto and incorporated by reference. Contractor shall receive ONE MILLION, TWO HUNDRED THIRTY-ONE THOUSAND, SIX HUNDRED THIRTY-SIX DOLLARS AND THIRTY-EIGHT CENTS ($1,231,636.28) ("Contract Price") as full compensation for the services provided under this Agreement. Contractor shall be authorized to invoice County and entitled to payment for roads completed prior to final completion of the entire road list. Payment of amounts due shall be made within thirty (30) days of receipt of invoice from Contractor. A five (5%) percent retainage will be withheld

from each payment until final completion of the Project and acceptance of the work by County. County shall only pay for items used and actual work performed. No unauthorized work or material changes from the scope of this Agreement shall be compensated under a written change order has been approved by the County.

County shall not pay any interest penalties, or other amount claimed beyond the amount approved by the Macon-Bibb County Commission or Mayor, pursuant to the provisions of the Macon-Bibb County Code. County is tax exempt and cannot agree to pay any State or Federal taxes.

Prior to the issuance of final payment, Contractor shall certify in a form satisfactory to County that any and all subcontractors, staff, materialmen, suppliers, and other persons engaged by Contractor in connection with this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Contractor.

4. Method of Performing Services.
All work to be performed under this Agreement shall comply with all applicable State, Federal and local laws, rules, regulations, or ordinances, including all applicable provisions of the International Building Code. Contractor shall also arrange for all required and necessary inspections required by authorities having jurisdiction over the project and submit certificates of approval to the County.

   a. Layout of Work. Contractor shall verify all existing conditions and contiguous work to form a designated worksite, providing all necessary measurements, lines, and levels. Contractor shall assume full responsibility for the accuracy of the work layout.

   b. Work Area. Contractor shall confine operations to as small an area as possible, using only the areas designated for on-site storage. Contractor shall use best efforts to not disrupt the business of the County during the performance of the Work. Contractor shall take all reasonable precautions protect all surrounding and adjoining spaces. Contractor shall not damage, endanger, compromise or destroy any part of the overall project or the Site, including without limitation, work by others on the Site, monuments, stakes, benchmarks and other survey points, utility services, and existing features or structures. In case of violation by Contractor, it shall be exclusively responsible for all costs associated with any repairs required to bring the condition back to the original state prior to the damage. Should damage occur, Contractor shall restore, at Contractor's own expense, any such property damage or injuries to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring to the satisfaction of the County. In case of failure on part of Contractor to restore property and repair damages or injury, County may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary,

and the cost thereof shall be deducted from any compensation due, or which may become due, to Contractor under this Agreement.

c. Working Hours. Contractor shall be performed during regular working hours, Monday-Friday 8:30 a.m. – 5:00 p.m. Eastern Standard Time, excluding Federal, State and Local holidays.

d. Vandalism. The Contractor shall take all reasonable precautions not to leave equipment and materials where they can be reached and be stolen, destroyed, or defaces, or used for defacing new or existing work at any time.

e. Material Disposal. Contractor shall not allow trash/refuse, packaging, excess, salvage, or removed material ("disposal material") to accumulate and shall be responsible for removing same from the premises. Burning of disposal material on site shall be strictly prohibited. All costs of removing disposal material shall be the responsibility of Contractor. Contractor shall be responsible for the place and method of proper disposal. Contractor shall be solely responsible and solely liable for ensuring any and all such disposal material is disposed of in a manner compliant with State, Federal, and local requirements and guidelines.

5. Inspection.

The County Engineer or other inspectors may be appointed by the County to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation and manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of this specification, nor will they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the inspector.

It is mutually agreed between the Parties, to prevent disputes and misunderstandings between them in relation to the scope of services, as detailed in these specifications, the County shall serve as the referee and final decision maker with regards to all matters related to design, specifications, and project terms of this Agreement.

County and inspectors shall have free access to all parts of the work site and to all material intended for use in the project. Work will be inspected as it progresses, but failure to reject or condemn defective work at the time it is performed will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform this Agreement according to its terms.

6. Surety.
Contractor shall purchase a payment bond in the amount of 100% of the contract amount, and a performance bond in the amount of 110% of the contract amount. Each bond shall: be in a form approved by Owner; incorporate by reference the terms of this Contract; be executed by a company certified by the Secretary of the United States Department of Treasury pursuant to the Act of Sept. 13, 1982 (61 Stat. 877, 1046-49, as amended; 31 U.S.C. 9301, et seq.); be executed by a company licensed and authorized to do business in the state of Georgia; and be accompanied by a power of attorney certifying that the persons executing the bond have the authority to do so. Contractor shall deliver bonds and powers of attorney to Owner prior to commencement of the work. The bonding company that issues the bonds must be registered with The Surety Association of America (SAA).

7. Relationship of Parties.
The Parties agree and acknowledge that Contractor is an independent contractor of County. Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the County an employer, partner, agent of or joint venturer with Contractor for any purpose. Contractor shall have no claim against County for vacation pay, sick leave, retirement, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor will be solely responsible for withholding, accruing, and paying all income, social security, and other taxes and amounts required by law for Contractor and staff. Contractor shall also be responsible for all statutory insurance and other benefits required by law for Contractor and any staff. Contractor shall provide County with a completed W-9 form.

8. Contractor Representations, & Warranties.
Contractor has all the necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Contractor, enforceable against it in accordance with its terms. No action, suit or proceeding in which Contractor is a party that may restrain or question this Agreement or the provision of services by Contractor is pending or threatened. Agreement does not violate the terms of any agreement between Contractor and any third party.

    a. Professional Standards. Contractor represents and warrants that Contractor, and all employees and subcontractors thereof, have the necessary licenses, skill, and expertise to perform the work under this Agreement. The services performed will be performed in a professional and workmanlike manner in accordance with the standards imposed by applicable law and the practices and professional standards

used in well managed operations performing services like the services being provided. All labor and workmanship shall be guaranteed for a minimum of one (1) year from the date of completion.

b. Conformity. The development, creation, delivery, provision, implementation, maintenance, and support of all services shall conform in all material respects to the description of services in this Agreement, including all exhibits attached hereto.

c. Materials Testing. For all materials testing required by law or as may otherwise requested for testing by County. Contractor shall use a quality management program to insure quality construction. Unless otherwise specified in this Contract, Owner shall select the quality control and testing agencies and pay for the cost of specified measures and tests required by the Contract Documents. Contractor shall arrange for tests and inspections, without any interference with the progress of work. No claims for extension of time or extra costs will be allowed on account of any testing, retesting, inspection, re-inspection, or rejection of work.

9. Owner's Right to Stop Project,
If Contractor fails to perform or fails to correct defective work, or persistently fails to carry out the work per the Contract, Owner may order Contractor to stop the work or any portion thereof until the cause for the order has been eliminated to the reasonable satisfaction of Owner. Contractor shall not get an adjustment in Contract time or Contract Amount under this clause. If Owner issues an order to stop work, and Contractor fails within seven (7) days to provide adequate assurance to Owner that the cause of such order will be eliminated or corrected, then Owner may carry out the work with its own forces, or with the forces of another Contractor, and Contractor shall be responsible for the cost of such.

10. Prohibition Against Contingent Fees.
Contractor by execution of this Contract warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fees, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. Subcontracting & Assignment
Independent Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent. The County consents to the subcontracting of those portions of this Agreement identified by Independent Contractor in Exhibit A. No Agency relationship is created by this Agreement and Contractor has no power to bind County without County's prior written consent.

12. Conflicts of Interest

Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. County shall make a written determination as to whether a conflict of interest exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest shall result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation for services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

13. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

14. Prohibition Against Employing Undocumented Workers.

Contractor is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Contractor shall not enter into an agreement with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

15. Drug Free Workplace

Contractor, employees and subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

16. Termination.

This Agreement may be terminated pursuant to the following provisions:

a. Termination for Convenience. Either party may terminate this Agreement with fifteen (15) days written notice to the other Party. Upon termination, Contractor shall return all property of the County to the County. The County shall pay Contractor all earned fees up to the date of termination. Upon receipt of written notice of termination, Contractor shall cease work on the project.

b. Termination for Default. The County may, by written notice of default to Contractor, terminate the whole or any part of this Agreement should Contractor fail to perform this Agreement within the time specified herein or any extension thereof; fail to perform any of the other provisions of this Agreement; or fail to make progress so as to endanger performance of this Agreement ln accordance with its terms, and such failure is not cured within a period of ten (10) days or longer (as the County may authorize in writing) after receipt of notice from the County specifying such failure.

In the event the County terminates this Agreement in whole or in part for default, the County may, upon such terms and in such manner as the County may deem appropriate, procure services similar to those terminated, and Contractor shall be liable to the County for any excess costs.

17. Notices.

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d} via facsimile or electronic mail, with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:
Macon-Bibb County
Attn: County Engineer
700 Poplar Street
Macon, GA 31202-0247

For Contractor:
Professional Paving Services, LLC
Attn: Jeffery Shephard
5962 Zebulon Road, Suite 138
Macon, GA 31210

With a Copy to:
Macon-Bibb County
Attn: County Attorney
P.O. Box 247

Macon, GA 31201

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

18. Indemnification.
Contractor and subcontractors shall indemnify and hold County, its officers, and employees harmless from damages, liabilities, costs or expenses, including reasonable attorney's fees and defense costs that arise from any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction or on behalf of Contractor. Contractor's obligation to indemnify any Releasees shall survive the expiration of this Agreement by either Party for any reason. County is a political subdivision of the State of Georgia and is by that nature prohibited from indemnifying any private entity.

19. Insurance Requirements.
Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia and shall be obtained prior to commencement of work. Insurance shall remain in force throughout the period of the contract with policy terms and limits as specified in Exhibit A All deductibles shall be paid by Contractor.

All liability policies obtained by Contractor in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each Insured against whom any claim is made, or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf' basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Contractor. Contractor shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of Insurance no later than thirty {30) days prior to the renewal or amendment of any required insurance policy. Contractor shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless County is given thirty (30) days advance notice from Contractor. Contractor shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.

Contractor agrees to purchase and have the authorized agent state on the insurance certificate that Contractor has purchased the following types of insurance coverages, consistent with the policies and requirements of O.C.GA §50-21-37.

a. Commercial General Liability Insurance Policy ("CGL"). Contractor agrees to procure and maintain Comprehensive General Liability ("CGL") covering bodily

and personal injury and property damage. This policy shall name the County and its officers and employees as additional insureds. This policy must be on an occurrence basis and must have separate aggregate limits per project A company authorized to conduct business in the State of Georgia must issue this policy. Coverage must include water damage. Excess liability coverage may be used ln combination with the base policy to obtain the limits noted below. The policy must have the following minimum limits:

$1,000,000 per occurrence

$2,000,000 general aggregate

General Liability insurance shall include, without limitation, coverage for premises/operations; products and completed operations; broad form contractual; independent contractor and subcontractor; and underground explosion/collapse.

b. Business Automobile Liability Insurance Policy ("BAL"). Contractor agrees to procure and maintain Business Automobile Liability ("CGL") covering bodily and personal injury and property damage. This policy shall name the County and its officers and employees as additional insureds. Policy must have minimum $1,000,000.00 combined single limit for bodily injury and/or property damage. A company authorized to conduct business in the State of Georgia must issue this policy. Coverage must include owned automobiles, hired automobiles, and non-owned automobiles operated by Contractor, or any employee, licensee, independent contractor, or subcontractor thereof. Excess liability coverage may be used ln combination with the base policy to obtain the limits noted above.

c. Workers' Compensation Insurance. Independent Contractor agrees to procure workers' compensation coverage in accordance with the statutory limits established by Georgia law. Contractor shall require all Trade Contractors/Subcontractors performing work under this Agreement to obtain an insurance certificate showing proof of Worker's Compensation Insurance and shall submit the certificate on the Contractor's letterhead.

d. Evidence of Insurance. Contractor shall provide County with certificates of insurance evidencing the insurance required above, and satisfactory to ihe County, prior to commencing work under this Agreement. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "B+" or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy

required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.

e. County's Obligations. The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

20. Force Majeure.

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances. This provision shall not apply to any loss or damages arising from delays arising from the Covid-19 virus or any Covid-19 virus subvariant.

21. Compliance with Laws.

Contractor will perform all services in compliance with all applicable local, state, and Federal laws. Specifically, but without limitation, Contractor shall comply with all applicable regulations of the International Building Code, Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) and Georgia Environmental Protections Division (EPD). Contractor will be responsible for, and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, inspections, approvals, and permits required of Contractor in performing services and complying with this Agreement.

22. Venue & Choice of Laws.

Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County Superior Court or the Federal District Court in the Middle District of Georgia (Macon Division.) County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

23. Publicity.

Contractor shall not release without prior written approval from County, any publicity regarding services provided by the County, including but not limited to notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County receiving goods or services under this Agreement.

24. Ownership of Documents.

Contractor agrees that all work product, intellectual property, and information generated in providing services to the County shall be considered "work for hire" and will become the property of County from the time of its creation. County shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided for in this Agreement.

25. Georgia Open Records Requirements.

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act. Any information Contractor in good faith believes falls within the exception to the Georgia Open Records Act afforded to “Trade Secrets” must be accompanied by the affidavit required by said Act. It shall be solely Contractor’s duty to ensure any “Trade Secrets” are appropriately designated as such before being provided to County. County accepts no liability for the disclosure of any alleged trade secret not properly designated as such in accordance with the Act.

26. Waiver.

Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred.

27. Severability.

If any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

28. Title, Captions, & Headings.
The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

29. No Drafting Presumption.
No presumption of any applicable law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

30. Survival.
Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

31. Previous Agreements.
Any services authorized by County under previous "quote(s)" for services, and any related contract documents, shall be governed by and subject to this Agreement.

32. Counterparts.
This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be deemed fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart may contain all the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by electronic mail or other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

33. Entire Agreement.
The Parties agree and acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations, or agreements, oral or written between the Parties as pertaining to this same subject matters. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices or other business forms. Any such terms or provisions shall be of no force or effect and shall be deemed objected to by County.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused their respective seals to be affixed hereto to be effective as of the date executed by both Parties.

Macon-Bibb County:

By: _____ _____
Lester Miller, Mayor Date

Attest: _____ _____
Janice S. Ross, Clerk of Commission Date

(SEAL)

Professional Paving Services, LLC:

By: _____ _____
_____ Date
(Name/Title)

Attest: _____ _____
_____ Date
(Name & Title)

(SEAL)

EXHIBIT A

Macon-Bibb County, Georgia

INVITATION FOR BIDS

FOR

PAVING THE WAY PROJECT 5

745-02
745-21
745-65
755-35
755-30

BID NUMBER: 26-034-LH

ISSUED: 1/21/26

BIDS DUE NO LATER THAN 12:00 NOON ON THURSDAY, FEBRUARY 26, 2026

Macon-Bibb County Procurement Department
700 Poplar Street
Suite 308
City Hall
Macon, Georgia 31201

TABLE OF CONTENTS

I. GENERAL 1
- A. Invitation 1
- B. Bid Documents 1
- C. Pre-Bid 1
- D. Bid Bond 1
- E. Sealed Bids 1
- F. Validity 2
- G. Contract Award 2
- H. Surety 2
- I. Payment Conditions 2
- J. Excise Taxes 2
- K. Insurance 3

II. INSTRUCTIONS TO BIDDERS 4
- A. Definitions 4
- B. Related Documents 4
- C. Bidder's Representation 4
- D. Document Discrepancies 5
- E. Submittals 5
- F. Reservations 5
- G. Surety and Insurance Companies 6

III. SPECIAL CONDITIONS 6
- A. General 6
- B. Permits and Licenses 6
- C. Layout of Work 6
- D. Work Area 6
- E. Underground Utilities 7
- F. Traffic Control 7
- G. Erosion Control 7
- H. Vandalism 7
- I. Material Disposal 7
- J. Extension of Time 7
- K. Liquidated Damages 7
- L. Inspection 8

IV. EXECUTION 8
- A. General 8
- B. Specifications 8
- C. Schedule 8

V. WARRANTY 8

VI. OPEN RECORDS 8

Forms Provided:
- Bid Form
- Bidder qualification form
- Financial & Legal Stability Statement
- List of sub-contractors
- Bidder minority participation goal
- Georgia Security and Immigration Compliance Act (E-Verify) Affidavit

Attachments:
- A – Required Submittal Documents W/ Bid Schedule & Bid Price Form
- B – Quantity Worksheet
- C – Frequently Asked Questions

END OF TABLE OF CONTENTS

PAVING THE WAY PROJECT-5

I. GENERAL

A. Invitation

1. Notice is hereby given that the Macon-Bibb County Board of Commissioners will receive sealed bids (**1 original and Flash Drive**) in the Procurement Department, Suite 308, Macon-Bibb City Hall, 700 Poplar Street, Macon, Georgia 31201, until **12:00 o'clock NOON** at the time legally prevailing in Macon, Georgia on **Thursday, February 26, 2026**, for **Paving the Way Project 5** for the Macon-Bibb County Engineering Department, Macon, Bibb County, Georgia**.**

2. **NO BIDS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.**

3. Bids will be publicly opened in the Macon-Bibb County Board of Commissioners Chamber on **Thursday, February 26, 2026, at 2:00 pm.**

4. Minority, Women Owned, and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Charise Stephens, Director of Small Business Affairs at (478) 300-2297 or Cstephens2@maconbibb.us .

B. Bid Documents

1. Bid documents may be examined and obtained at the Macon-Bibb County Procurement Department, Suite 308, City Hall, 700 Poplar Street, Macon, Georgia 31201, by calling (478) 803-0550, or may be viewed and downloaded from one of the links included below:

Georgia Procurement Registry website
http://ssl.doas.state.ga.us/PRSapp/PR_custom_index.jsp?agency=61100

Macon-Bibb County Procurement Page www.maconbibb.us/purchasing

C. Pre-Bid

A Pre-bid conference is scheduled for **10:00 o'clock a.m., Wednesday, February 4, 2026,** in the Macon-Bibb Board of Commissioners Chambers located at 700 Poplar Street, Macon, GA 31201. This Pre-bid is **not mandatory**. Deadline for submission of questions is **Friday, February 6, 2026, at 3:00 p.m.** standard eastern time. Questions must be submitted via email to Lhardwick@maconbibb.us.

D. Bid Bond

1. In order to be considered, bids shall be accompanied by a bid bond, payable to the Owner, in amount not less than five percent (5%) of the total base bid.

a) This bid security shall become payable to the Owner only if the bidder, to whom award is made, should fail to execute a contract with the Owner and furnish bond and insurance in accordance with terms of the contract within ten (10) days after notification of award.

E. Sealed Bids

1. Envelopes shall be identified on the outside as:

"Bid 26-034-LH – "Paving the Way Project 5"

And delivered by hand or mailed to:

Macon-Bibb County Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31201

F. Validity

1. No bid may be withdrawn for a period of sixty (60) days after time has been called on date of bid opening.

G. Contract Award

1. The contract, if awarded, will be based on Total Bid Price.

2. Guidelines in the award of this contract will be Section 36-10-2.2, Official Code of Georgia Annotated.

3. Upon award of the Contract, a pre-construction meeting will be held to discuss the project and to establish a schedule of work.

H. Surety

1. Whereas the anticipated contracted price exceeds $5,000, the bidder to whom award is made shall submit a Payment Bond and a Performance Bond, both in amount of one hundred percent (100%) of the contract price.

a) Bonding company/Surety shall be:

(1) Rated B+ or better in current Key Rating Guide as issued by A.M. Best Company, Oldwick, NJ.

(2) Licensed to do business in the State of Georgia.

I. Payment Conditions

1. The County Inspector will collect material tickets, measure and inspect work completed to date on said job and report to the Project Manager for payment.

2. A 5% retainage will be withheld from each payment until final payment is made. The Owner will only pay for items used and actual work performed.

3. Change orders are issued for any variance from contract or plan sheets.

4. Any unauthorized work or material change will not be paid for unless a change order has been issued.

J. Excise Taxes

1. Any material that is to be incorporated into the work of this project may be consigned to Macon-Bibb County in care of the contractor. If the shipping papers show clearly that any such materials are consigned, the shipment shall be exempt from the tax on transportation of property under the provisions of Section 3478(b) of the Internal Revenue Code, as amended by Public Law 180-78th Congress.

2. The Contractor shall pay all transportation charges.

3. Each bidder shall take this exemption into account in calculating his bid.

K. Insurance

1. Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia.

2. Insurance shall be obtained prior to commencement of work and shall remain in force throughout the period of the contract.

3. Macon-Bibb County shall be named as additional insured on the policy.

4. Coverage shall include water damage.

5. Contractor is responsible for any and all deductibles.

6. Required coverage:

a) Worker's Compensation: Statutory

b) General Liability:
   (1) $1,000,000.00 combined single limit for B.I., P.D.
   (2) Maximum deductible: $5,000.00
   (3) To include:
      (a) Premises – Operations
      (b) Products & Completed Operations
      (c) Broad Form Contractual
      (d) Independent Contractor and Subcontractor
      (e) Underground explosion and collapse

c) Automobile Liability:

   (1) $1,000,000.00 combined single limit for B.I. and P.D.

   (2) Maximum deductible: $5,000.00

   (3) To include:

      (a) Owned Automobiles

      (b) Hired Automobiles

      (c) Non-Owned Automobiles

II. INSTRUCTIONS TO BIDDERS

A. Definitions

1. Wherever the term “Owner”, “County”, or “Macon-Bibb County” occur in these specifications, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.

2. Wherever the term “Engineer” occurs in these specifications, it shall mean the engineer of the Owner, the County Engineer, or his representative.

3. Wherever the term “work” occurs in these specifications, it shall mean the work as defined herein, including, all labor, materials, equipment, transportation, and supervision necessary to complete the contract.

4. Wherever the term “D.O.T.” occurs in these specifications, it shall mean the Georgia Department of Transportation.

B. Related Documents

1. Quantity Worksheet (Attachment “B”)
2. Bid Form
3. Bidder’s Qualification Form
4. Financial & Legal Stability Statement
5. Bidder MBE Plan Form
6. List of Sub-contractors
7. Bond Forms
8. E-Verify Affidavit
9. Title VI non-discrimination Notice

C. Bidder’s Representation

1. Each bidder, by making his bid, represents that he has:
   a) Read and understand the bidding documents; and,
   b) Visited the site and became familiar with the local conditions under which the work is to be performed.
      (1) Bidders shall examine the areas wherein work of this project is to be carried out and shall take into consideration all conditions that might affect his work.
         (a) Failure of the bidder to inspect firsthand the areas affected by work in this project shall not relieve him of the obligation to comply fully with the scope of the work as defined herein.
         (b) No consideration will be given any claim based on lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions that cannot be readily ascertained.

D. Document Discrepancies

1. Should the bidder find discrepancies in, or omissions from the documents, he shall at once notify the Macon-Bibb County Procurement Department.

2. Requests for Interpretations of Drawings and Specifications shall be submitted via email to Lhardwick@maconbibb.us no later than **February 6, 2026, by 3:00 pm**.

3. Any subsequent instructions to bidders will be issued in the form of addenda to the specifications and sent to the bidder. All addenda shall be enumerated in the Bid Form.

4. All definitions set forth in the specifications are applicable to this Instruction to Bidders, the Bid Form and the proposed Contract Documents including, but not limited to, drawings, project manual, and any addenda issued prior to receipt of bids.

   a) Addenda are written or graphic instruments issued prior to the execution of the Contract that may modify or interpret the bidding documents by deletion, additions, clarifications or corrections.

   b) Addenda will become part of the Contract Documents when the Construction Contract is executed.

E. Submittals

1. In order for bids to be considered, the complete bid document package should be submitted including each of the following completed documents.

   a) Bid Form

   b) Bidder's Qualification Form

   c) Financial & Legal Stability Statement

   d) List of Sub-Contractors

   e) Minority Participation Goal

   f) Bid Bond in amount of 5% of the total base bid

   g) E-Verify Affidavit

   h) Disbarment Form

F. Reservations

1. The bidder acknowledges that Macon-Bibb County reserves full freedom (in addition to the right to reject any and all bids) in awarding bids to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior County experience. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required submittals on the date required by the bidding documents, or if the bid is in any way incomplete or irregular. Hence the County may award bids to other than the lowest bidder if in the judgment of the Board of Commissioners the interest of the County will be best served by award to another.

G. Surety and Insurance Companies

1. The Contract provides that the surety and insurance companies must be acceptable to the Owner. The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

III. SPECIAL CONDITIONS

A. General

1. All work to be performed as part of this specification shall comply with all codes, ordinances and regulations applicable to the contract, including, but not limited to:
   a) International Building Code
   b) State and Local Building Code
   c) Georgia Department of Transportation (D.O.T.)
   d) Occupational Safety and Health Administration (OSHA)
   e) Other Federal, State, or Local Codes

B. Permits and Licenses

1. Contractor shall obtain all permits and licenses, paying all fees as required, for execution of the Contract. In addition, the Contractor shall arrange for necessary inspections required by the City, County, State and other authorities having jurisdiction, and submit certificates of approval to the Owner or his designated representative.

C. Layout of Work

1. The Contractor shall verify all existing conditions and contiguous work and lay out his work there from, providing for himself all other necessary measurements, lines and levels, and shall assume the responsibility for the correctness of the layout of the work.

D. Work Area

1. The Contractor shall confine his operations to as small an area as possible, using only the areas designated for on-site storage.

2. The Contractor shall protect all surrounding adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways and fences along or adjacent to the work. Should damage occur, the Contractor shall restore, at his expense, any such property damage or injuries by his operations to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed by, and to the satisfaction of the Owner.

3. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the Owner may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any monies due or which may become due the contractor under this contract.

E. Underground Utilities

1. The Contractor shall verify all underground utilities and their locations prior to commencing any work under this contract. Damage to underground utilities, and costs to repair same, shall be the responsibility of the Contractor.

F. Traffic Control

1. It shall be the responsibility of the Contractor to maintain traffic by utilizing adequate construction signs and flagmen at all times.

2. The Contractor shall furnish, install, maintain and eventually remove all traffic control devises necessary to properly protect and divert traffic. Such barricades and detour signs shall be illuminated at night.

3. All costs associated with traffic control shall be the responsibility of the Contractor.

4. The Contractor shall assume all responsibility for damages resulting from the failure of the signs and/or barricades to properly protect the work from traffic.

G. Erosion Control

1. The Contractor shall control all erosion by incorporating temporary grassing, mulch, baled straw, or silt fencing wherever required.

H. Vandalism

1. The Contractor shall take every precaution not to leave equipment and materials where they can be reached and used for defacing new or existing work at any time.

I. Material Disposal

1. The Contractor shall allow no trash, dirt, stumps, tree trunks, or excess material to accumulate and shall be responsible for removing same from the premises.
   a) Such items shall be disposed of off the premises.
   b) Burning of material on the site will not be permitted.
   c) All costs of removing trash shall be the responsibility of the Contractor.
   d) Place and method of disposal shall be the responsibility of the Contractor.

J. Extension of Time

1. In the event the work under this project is delayed by neglect, delay, or default of any other Contractor or the Owner, or by any damage which is the result of an Act of God, or by a general strike of the employees, the Contractor shall have reason to claim for delay and request an extension of time to complete the contract.

K. Liquidated Damages

1. Liquidated damages in the amount of $75 shall be charged to the contractor for each day that the project is delayed beyond the completion date of the contract. These charges are to defray the cost of inspection by Macon-Bibb employees assigned to the project.

L. Inspection

1. The Engineer may appoint inspectors to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation of manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge or relax the provisions of this specification, nor will they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the Engineer.

2. It is mutually agreed between the parties to the contract that to prevent all disputes and misunderstandings between them in relation to any of the provisions contained in these specifications, or their performance by either of said parties, the Engineer shall serve as the referee to decide all matters of construction of the specifications and of the terms of the contract, and as to all matters arising or growing out of said contract and his decision shall be final and binding upon both parties.

3. The Engineer and his inspectors shall have free access to all parts of the work, and to all material intended for use in the work. The work will be inspected as it progresses, but failure to reject or condemn defective work at the time it is done will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform the contract according to its terms.

IV. EXECUTION

A. General

1. It is the intent of this specification to provide for the **Paving the Way Project 5**, for the Macon-Bibb County Engineering Department, Macon, Georgia.

B. Specifications

1. The Contractor shall provide all services as outlined in this solicitation, See Attachment “B” for Quantity Worksheet, attached hereto and incorporated herein

C. Schedule

1. The contractor shall commence work including applying for all needed railroad permits within 10 calendar days following issuance of notice to proceed, shall execute the work diligently, and shall complete all work requirements within 150 calendar days following the receipt of all necessary railroad permits. This time shall include all clean up, demobilization, and other necessary work to return the project area to its final state.

V. WARRANTY

A. The Contractor shall guarantee all labor and workmanship for minimum of one (1) year(s) from date of completion.

VII. SUBCONTRACTOR REPORTING REQUIREMENTS

A. Contractor shall submit a "Subcontractor/Supplier Participation Report" on this contract quarterly to the Macon-Bibb County Office of Small Business Affairs which shall include the following:

1. The name of each subcontractor or supplier participating in the contract.

2. A description of the work to be performed, materials, supplies, and services provided by each subcontractor or supplier.

3. Whether each subcontractor or supplier is a minority owned, woman owned, LGBTQIA+ owned, veteran owned, disabled person owned, Certified Disadvantaged Business Entity, non-profit, or local business.

4. Whether each subcontractor is a supplier, subcontractor, or other.

5. The dollar value of each subcontract or supply agreement.

6. The actual payment to date of each subcontractor or supplier participating in the contract.

B. The report shall be updated during the applicable quarter by the Contractor whenever any of the approved subcontractors or suppliers have completed the portion of the work they were contracted to perform. Copies of this report should be transmitted promptly to the Macon-Bibb County Office of Small Business Affairs.

C. The County may withhold any payment due to the Contractor on any project for failure to submit the Subcontractor/Supplier Report within thirty (30) days following the end of the calendar quarter or for the failure to submit updates to the quarterly report within thirty (30) days of any subcontractor or supplier having completed the portion of work they were contracted to perform.

BID FORM

Macon-Bibb County Board of Commissioners
Laura Hardwick, Procurement Director
Macon-Bibb County, Procurement Dept.
700 Poplar Street, Suite 308
Macon, Georgia 31201

DATE: _____

Re: **Paving The Way Project 5**
Macon-Bibb County Engineering Department
Bibb County, Georgia

1. We have examined the Specifications, related documents and the site of the proposed Work, and are familiar with all the conditions surrounding this project, including the availability of materials and labor, and hereby bid to furnish all materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under these Specifications, of which this bid is part.

2. ADDENDUM RECEIPT:

   a. We acknowledge our responsibility to ensure that all addenda have been received prior to the submission of a bid.

   b. Bidder acknowledges receipt of the following addenda:

      Addendum No._____ Dated _____

      Addendum No._____ Dated_____

      Addendum No._____ Dated_____

3. We agree to commence actual physical work on site, with adequate force and equipment within the timeframe presented in the specifications and to complete fully all work within the stated timeframe following notice to proceed.

4. We agree that this bid may not be revoked or withdrawn after the time set for the opening of bids and shall remain open for acceptance for a period of sixty (60) days following such time.

5. In case of written notification by mail, telegraph, or delivery of the acceptance of this bid within sixty (60) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a Contract for the Work for the below stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond and a Payment Bond, both in an amount equal to one-hundred-percent (100%) of the Contract Sum.

5. Enclosed herewith is a Bid Bond in the amount of five percent (5%) of the total base bid. We agree that the above stated amount is the proper measure of liquidated damages that the Owner will sustain by the failure of the undersigned to execute the Contract and to furnish the Performance Bond and the Payment Bond.

6. If this bid is accepted within sixty (60) days after the date set for the opening of bids and we fail to execute the Contract within ten (10) days after written notice of such acceptance or if we fail to furnish both a Performance Bond and a Payment Bond, the obligation of the bond will remain in full force and affect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the obligation of the bond will be null and void.

7. We hereby certify that we have not, nor have any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

8. We understand the total bid price listed below to be inclusive of all materials, labor, equipment, and other provisions necessary to provide the services in accordance with the associated specification.

Paving the Way Package 5
for
Macon-Bibb County
(Roadway Repair and Resurfacing)
Bid Schedule – Pave the Way Package 5

The quantities listed are an approximate estimate of the materials required to complete the roadway repair and resurfacing projects, for the Main Streets list. The "Total Bid Price" is the bid amount which shall be used to award Pave the Way Package 5 paving contract to the successful bidder.
Prior to beginning contract paving work on the main streets, the successful bidder shall be required to contact Mike Beard with the Macon Water Authority, at (478) 256-9382, regarding coordination with MWA on locating /marking paved over sanitary manholes.
Contact Willie Sidney with the Macon Water Authority, at (478) 256-9400, to locate / mark paved over water valves.
Also, the successful bidder shall contact Monte Tolleson with the Macon Water Authority Storm Water Office, at (478) 738-6520, regarding locating / marking paved over storm manholes.
The 120-day contract period shall proceed upon the successful bidder receiving the "Notice to Proceed" from our Procurement Office.

Road Name	From	To	Miles
Clinton Rd	Upper River Rd	Gray Hwy	1.01
Upper River Rd	County Line	Clinton Rd	1.84
Riggins Mill Rd	Frederick Dr	Bibb County Line	1.67
Millerfield Rd	Shurling Dr	500ft South of Donald Ave	0.97
			5.49

Paving the Way Package 5

Item	Unit	Quantity	Unit Price	Total
Milling	TONS	7118.1		
Bituminous Tack	GAL	5176.81		
Roadway Patching	SY	8628.01		
12.5 mm Superpave Asphalt	TONS	7118.1		
9.5 mm Superpave Asphalt	TONS	0		
Install Furnished Sewer Manhole, Storm Manholes,	EA	62		
Install Furnished Water Valve Riser	EA	21		
Manhole (Adjustment)	EA	62		
Water Valve (Adjustment)	EA	21		
Traffic Signal Loop Install	EA	4		
Striping (Center Lines, Edge Lines, Lane Lines)	LF	110435		
Painted Arrows	EA	30		
Bike Symbols	EA	0		
Painted Messages	EA	0		
Painted Crosswalks	LF	616		
Painted Stop Bars	LF	102		
Painted RR Symbols	EA	2		
Painted Hatching	LF	1135		
Rumble Stripe	SET	0		
RPMs	MILE	5.49		
Clipping Grassed Shoulders	MILE	0.98		

Total Bid

$_____

Firm Name: _____

Print Name: _____

Title: _____

Signature: _____

Attachment "A"
Required Submission Documents

Macon-Bibb County
Summary of Attachment "A" Required Documents

- Bidder Qualification Form
- List of Sub-Contractors
- Bidder Minority Participation Goal
- Financial & Legal Stability Statement
- Insurability Statement
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Non-Collusion Affidavit
- Macon-Bibb County Vendor Application
- Form W-9
- E-Verify Affidavit

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: _____

Address: _____

When Organized: _____ Where Incorporated: _____

How many years have you engaged in business under the present firm name?_____

Credit available for this contract? _____

Contracts now in hand? _____

Has bidder ever refused to execute a contract at the original bid amount? _____

Has bidder ever been declared in default on a contract? _____

Comments:_____

_____

_____

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

References

Following is a reference list of contracts that are similar to this project:

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 202___ My Commission Expires: _____

_____ [NOTARY SEAL]
Notary Public

Attachment "A"
Required Submission Documents

LIST OF SUB-CONTRACTORS

I do ☐, do not ☐, propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors.

NAME/ADDRESS	TYPE OF WORK	% of Contract

_____
Contractor Name

Attachment "A"
Required Submission Documents

BIDDER MINORITY PARTICIPATION GOAL
(Attach additional pages if required.)

I do ☐, do not ☐, propose to employ the minority sub-contractors as listed below on some of the work on this project.

NAME/ADDRESS	TYPE OF WORK	% of Contract

_____
Contractor Name

Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

☐ Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

☐ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation. Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 202___ My Commission Expires: _____

_____ [NOTARY SEAL]

Notary Public

Attachment "A"
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

☐ By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 202___ My Commission Expires: _____

_____ [NOTARY SEAL]

Notary Public

Attachment "A"
Required Submission Documents

Macon-Bibb County
Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31202-0247
Tel: (478) 803-0550 • Fax: (478) 751-7252
www.maconbibb.us

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

Dated at this_____day of_____, 202_.

Signature of Contractor: _____

Title:_____

For Macon Bibb County Personnel Only:

Macon Bibb County Procurement Department will verify that the above bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

Signature of Procurement Officer _____ Date _____

Printed Name _____

NON COLLUSION AFFIDAVIT

Date:	
Project:	Bibb County, Georgia
Project #:	
Project Description:	
Services Provided:	General Contracting
State of:	Georgia
County of:	Bibb

I, _____having first been duly sworn, deposes and states as follows:

I am the party making the foregoing Proposal or Bid; that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or Bidder or person, to put in a sham Proposal or Bid, or that such other person refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Fee or Bid Price of affiant or any other Proposer or Bidder, or to fix any overhead, profit or cost element of said Proposal Fee or Bid Price, or that of any other Proposer or Bidder, or to secure any advantage against Bibb County, Georgia or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Proposer or Bidder has not directly or indirectly submitted this Proposal or Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Contractor:

_____

_____

(Signature) (Seal)

Attachment "A"
Required Submission Documents

MACON-BIBB COUNTY
Vendor Application

Date Submitted: _____

☐ New Application ☐ Revised Application

RETURN THIS COMPLETED FORM TO:

Macon-Bibb County Procurement Department
700 Poplar Street, Ste. 308
Macon, GA 31201

Phone: 478-803-0550
Fax: 478-751-7252
Email: procurement@maconbibb.us

GENERAL VENDOR INFORMATION				
Company Name:				
Company Address:				
Authorized By (Name):				
Title:				
Authorized Signature:			Date:	
Telephone Number:		Fax Number:		
Email Address:				

REMITTANCE INFORMATION (where payments should be sent)				
Remit to Name:				
Remit to Address:				
Phone:	Fax:		Toll Free:	
Contact:		Email:		
Business Type (choose one):	☐	Individual/Sole Proprietor	☐	Single member LLC
	☐	Business - incorporated	☐	Business - not incorporated/partnership
	☐	LLC: C S P (circle one)	☐	Other (Specify):
Social Security #:		Federal Tax ID #:		

PURCHASE ORDER INFORMATION (where purchase orders should be sent)			
Purchase Order Name:			
Purchase Order Address:			
Phone:	Fax:	Toll Free:	
Contact:	Email:		
Payment Terms: Discount %	# Days	Net Due	
Freight Terms: Ship Via		FOB	

E-Verify Information

Private Employer Affidavit is attached :
With E-Verify # _____ With E-Verify exemption selected _____

Contractor Affidavit is attached: (additional affidavit, if applicable)
With E-Verify # _____ Without E-Verify # but a copy of my driver's license is attached since I have no employees and no intent to hire employees _____

MBE/DBE/WBE STATUS (Select at least one)

Minority Owned (African American, Hispanic, Native American, Asian American) circle one _____
Woman Owned _____ Disabled_____ Veteran_____ Not Applicable_____

Do you maintain a local office in Macon-Bibb County? Yes_____ No_____

Attachment "A"

Required Submission Documents

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment "A"
Required Submission Documents

E-VERIFY AND PRIVATE EMPLOYER AFFIDAVIT

Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies one of the following with respect to its application for an occupational tax certificate, alcohol license, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Business Name: _____

SECTION 1 (Choose ONE of the following)

(A) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed **ten (10) or less employees. (Proceed to Section 3)**

(B) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed **more than ten (10) employees** and has registered with the E-Verify program. **(Proceed to Section 2)**

SECTION 2

The employer has registered with and utilizes the Federal Work Authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its E-Verify number and date of authorization are as follows:

E-Verify Number: _____

Date of Authorization: _____ **(Proceed to Section 3)**

SECTION 3

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20_____ in _____ (city), _____ (state)

Printed Name of Authorized Officer or Agent: _____

Title of Authorized Officer or Agent: _____

Signature of Authorized Officer or Agent: _____

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20_____

_____
NOTARY PUBLIC
My Commission Expires: _____

Project Quantity Sheet for Package 5 Road List

Road Name	From	To	Rating	Length	Miles	Width (Ft)	Square Yards	Patchwork,SY, E	Patchwork,SY,A	Price	Cont Amt	Actual Amt	Difference
Clinton Rd	Upper River Rd	Gray Hwy	72	5341	1.01	28	18610.44	1861.04	0	0	0	0	0
Upper River Rd	County Line	Clinton Rd	64	9705	1.84	22	26538.33	2653.83	0	0	0	0	0
Riggins Mill Rd	Frederick Dr	Bibb County Line	58	8830	1.67	22	21584.44	2158.44	0	0	0	0	0
Millerfield Rd	Shurling Dr	500ft South of Donald Ave	71	5101	0.97	32	19546.89	1954.69	0	0	0	0	0
								8628.01					

Item	Unit	Quantity	Unit Price	Total
Milling	TONS	7118.1		
Bituminous Tack	GAL	5176.81		
Roadway Patching	SY	8628.01		
12.5 mm Superpave Asphalt	TONS	7118.1		
9.5 mm Superpave Asphalt	TONS	0		
Install Furnished Sewer Manhole, Storm Manholes,	EA	62		
Install Furnished Water Valve Riser	EA	21		
Manhole (Adjustment)	EA	62		
Water Valve (Adjustment)	EA	21		
Traffic Signal Loop Install	EA	4		
Striping (Center Lines, Edge Lines, Lane Lines)	LF	110435		
Painted Arrows	EA	30		
Bike Symbols	EA	0		
Painted Messages	EA	0		
Painted Crosswalks	LF	616		
Painted Stop Bars	LF	102		
Painted RR Symbols	EA	2		
Painted Hatching	LF	1135		
Rumble Stripe	SET	0		
RPMs	MILE	5.49		
Clipping Grassed Shoulders	MILE	0.98		

Road Name	From	To	Miles
Clinton Rd	Upper River Rd	Gray Hwy	1.01
Upper River Rd	County Line	Clinton Rd	1.84
Riggins Mill Rd	Frederick Dr	Bibb County Line	1.67
Millerfield Rd	Shurling Dr	500ft South of Donald Ave	0.97

5.49

Frequently Asked Questions

1. What will be the allowed work hours on this project?

Answer: 8-5, Monday – Friday, or as daylight permits. Special requests for night work (like on downtown streets) may be approved by request.

2. Will the contractor be required to post mount the advanced warning signs or can these signs be placed on tripod stands?

Answer: Advance warning signs may be placed on a tripod or post mounted.

3. How long will a milled surface be allowed to remain without the finished asphalt layer?

Answer: Final repaving to be completed within one day of the milling work.

4. Will the contractor be required to mill and pave into side roads?

Answer: Mill and pave, at the side road intersection, through the side road end of the curb radius.

5. Will the contractor be required to mill and pave into driveways?

Answer: No driveway paving is included.

6. Will any asphalt compaction test be required on this project?

Answer: You are not required to submit compaction tests to Macon – Bibb County.

7. The Milling will be Full Width Milling at the depth of the asphalt being placed – Is this correct?

Answer: Milling to be full depth, lip of curb to lip of curb, or road edge to road edge on roads without curb and gutter.

8. What will the depth of the Patching be?

Answer: Milling for patching to be to a depth to remove cracking as needed, maximum four inches deep.

9. Will the patch areas be marked 7.5’ or wider so a milling machine can be used in this operation?

Answer: Patching width to be at least one lane width. Contractor to patch areas needed, per his judgement.

10. Will 19mm be used for the Patching operation?

    All mix placed shall be 12.55 mm asphalt (1.50” asphalt)

11. Looks like the depth of the 12.5mm asphalt will be 1.5” – is this correct?

Answer: That is correct.

12. Looks like the depth of the 9.5mm asphalt will be 1.25” – is this correct?

Answer: That is correct.

13. What type 9.5mm will be used for this project – Type 1 or Type 2?

Answer: Type 1.

14. For the pay item Clip Grass Shoulders will the clipped material be left on the shoulder or will the contractor be required to remove the material?

Answer: Contractor to remove all clipped material from the site.

15. Will a MTV (Shuttle Buggy) be required when placing the 12.5mm?

Answer: A shuttle buggy is allowed but not required.

16. Will the contractor be required to perform any shoulder building, grassing, place barrels or install any Low/Soft Shoulder Signs on the shoulders without curb and gutter?

Answer: The contractor is only required to clip and remove shoulder material from the site.

17. What mix type will be used for the Patching line item?

Answer: Patching mix to match the paving mix.

18. What thickness will the asphalt topping be placed?

Answer: 1.25” on all roads except for Fulton Mill Road (1.5”).

19. Manholes and water valves are list twice on the bid sheet, do you want us to bid both items?

Answer: Bid both manhole and water valve adjustment and manhole and water valve riser. It will be determined in the field if an adjustment is needed and which method will be used.

Macon-Bibb County Government

Procurement Department

City Hall

700 Poplar Street, Suite 308
Macon, Georgia 31201
(478) 803-0550

Laura Hardwick
Director of Procurement

February 9, 2026

ADDENDUM # 1

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 26-034-LH, Paving the Way Project 5

The Invitation for Bids, referenced above, is modified as follows:

1. Will an MTV be required for this project? It was discussed during the pre-bid meeting that a Material Transfer Vehicle (MTV) would be required.

   Answer: For this project, an MTV will be required.

2. What should we put for a unit price and extension for the pay items with zero quantity? At the pre-bid meeting, we were directed to write "NA" in the unit price and extension for items with zero quantity.

   Answer: NA for items with zero bid quantities.

3. What do we do if we encounter concrete under roads/paved surfaces? Will concrete milling be included under the milling pay item?

   Answer: Mill to the top of the concrete, and place 1.5" of asphalt and transition the ends of the concrete section.

4. Is the one-day cover up time "Final repaving to be completed within one day of the milling work" mentioned in the FAQ referring to a 24-hour window? Or is paving to be completed that same day (within the same shift) immediately after milling?

   Answer: The requirement is next day pave back. However, same day pave back is preferred.

5. Will the 12.5mm Superpave asphalt be laid down at 1.5” thickness on all roads? The FAQ gives conflicting answers- 11. Says that “the depth of 12.5mm will be 1.5” and -#18. Says that “All roads will be paved at 1.25” depth except Fulton Mill Road.”

   Answer: 12.5mm Superpave asphalt will be laid at 1.5” thickness.

6. On Riggins Mill Rd. there is a railroad crossing. Will the contractor be required to supply Railroad Insurance and Railroad Flagging on this road.

   Answer: Paving will stop at the Railroad Right of Way.

7. Since the roads in this contract are longer, wider and there is less traffic the contractor will be required to use a MTV (Shuttle Buggy) when placing the 12.5mm asphalt mix. Using the MTV (Shuttle Buggy) will also allow for a better ride on the 12.5mm asphalt mix.

   Answer: For this project, an MTV will be required.

8. On the Bid Schedule several of the pay items are zero quantities. Should the contractor place an N/A for the Unit Price/Total or is Macon Bibb Co. actually looking for a Unit Price/Total for each of these pay items?

   Answer: NA for items with zero bid quantities.

9. As in the past, the Patching quantity is based on 10% of the total road square yards.

   Answer: Yes.

10. Upper River Rd. & Clinton Rd. have a school on them, so will the work hours be modified for these roads?

    Answer: No, the work hours will not be modified, however, for information, Bibb County Schools are on Spring Break from March 30, 2026, to April 3, 2026.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick

Paving the Way Package 5
for
Macon-Bibb County
(Roadway Repair and Resurfacing)
Bid Schedule – Pave the Way Package 5

The quantities listed are an approximate estimate of the materials required to complete the roadway repair and resurfacing projects, for the Main Streets list. The "Total Bid Price" is the bid amount which shall be used to award Pave the Way Package 5 paving contract to the successful bidder.
Prior to beginning contract paving work on the main streets, the successful bidder shall be required to contact Mike Beard with the Macon Water Authority, at (478) 256-9382, regarding coordination with MWA on locating /marking paved over sanitary manholes.
Contact Willie Sidney with the Macon Water Authority, at (478) 256-9400, to locate / mark paved over water valves.
Also, the successful bidder shall contact Monte Tolleson with the Macon Water Authority Storm Water Office, at (478) 738-6520, regarding locating / marking paved over storm manholes.
The 120-day contract period shall proceed upon the successful bidder receiving the "Notice to Proceed" from our Procurement Office.

Road Name	From	To	Miles
Clinton Rd	Upper River Rd	Gray Hwy	1.01
Upper River Rd	County Line	Clinton Rd	1.84
Riggins Mill Rd	Frederick Dr	Bibb County Line	1.67
Millerfield Rd	Shurling Dr	500ft South of Donald Ave	0.97
			5.49

Paving the Way Package 5

Item	Unit	Quantity	Unit Price	Total
Milling	TONS	7118.1	$10.00	$71,181.00
Bituminous Tack	GAL	5176.81	$5.00	$25,884.05
Roadway Patching	SY	8628.01	$16.00	$13,248.16
12.5 mm Superpave Asphalt	TONS	7118.1	$135.00	$960,943.50
9.5 mm Superpave Asphalt	TONS	0	NA	NA
Install Furnished Sewer Manhole, Storm Manholes,	EA	62	$300.00	$18,600.00
Install Furnished Water Valve Riser	EA	21	$200.00	$4,200.00
Manhole (Adjustment)	EA	62	$250.00	$15,500.00
Water Valve (Adjustment)	EA	21	$200.00	$4,200.00
Traffic Signal Loop Install	EA	4	$3,500.00	$14,000.00
Striping (Center Lines, Edge Lines, Lane Lines)	LF	110435	$0.74	$81,721.90
Painted Arrows	EA	30	$78.75	$2,362.50
Bike Symbols	EA	0	NA	NA
Painted Messages	EA	0	NA	NA
Painted Crosswalks	LF	616	$2.10	$1,293.60
Painted Stop Bars	LF	102	$7.88	$803.76
Painted RR Symbols	EA	2	$525.00	$1,050.00
Painted Hatching	LF	1135	$5.25	5,958.75
Rumble Stripe	SET	0	NA	NA
RPMs	MILE	5.49	$1522.00	$8,355.78
Clipping Grassed Shoulders	MILE	0.98	$2,381.00	$2,333.38

Total Bid

$ 1,231,636.38

Firm Name: Professional Paving Servies

Print Name: Jeffery Shepherd

Title: Owner

Signature: 

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MECO OF ATLANTA, INCORPORATED, FOR THE PURCHASE OF FUEL HANDLING AND MANAGEMENT EQUIPMENT FOR THE MACON-BIBB COUNTY FUELING STATION, IN THE AMOUNT OF $112,418.80, TO BE PAID FROM THE VEHICLE MAINTENANCE BUDGET – VEHICLE & EQUIPMENT MAINTENANCE, MACHINERY & EQUIPMENT LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, to ensure adequate availability and favorable pricing of vehicle fuel, Macon-Bibb County owns and maintains its own fueling station for authorized vehicles; and

WHEREAS, the current fuel handling and management systems at the county fueling station are in need of upgrade to continue to be environmentally compliant and protect fuel from water and debris infiltration; and

WHEREAS, Gilbarco, Inc., is the manufacturer of certain fuel handling and management products and is the holder of a cooperative purchasing agreement provided through the Sourcewell Consortium, of which Macon-Bibb County is a member, allowing favorable pre-negotiated pricing and faster processing times than other competitive purchasing mechanisms; and

WHEREAS, MECO of Atlanta, Incorporated, is an authorized dealer of Gilbarco, Inc., products under Sourcewell Contract # 081524-GVR; and

WHEREAS, use of cooperative purchasing agreements is authorized under Macon-Bibb County Code of Ordinances Sec. 19-8; and

WHEREAS, Procurement concurs with this contract award; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to execute an agreement with MECO of Atlanta, Incorporated, for the purchase and installation of fuel handling and management equipment, as described in the attached Exhibit A, incorporated herein by reference, in the amount of ONE HUNDRED TWELVE THOUSAND, FOUR HUNDRED EIGHTEEN DOLLARS AND EIGHTY CENTS ($112,418.80), to be paid from the Vehicle Maintenance Budget – Vehicle & Equipment Maintenance, Machinery & Equipment line item, and with such agreement in a form incorporating the terms of the applicable Sourcewell agreement and to be approved of by the County Attorney.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this

Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

J:\RES MACON-BIBB\2026 Miller Authorizing Purchase of Fueling System from MECO Atlanta - $112,418.80 - VM - 2-19-26.docx

EXHIBIT A

PEI MECO
PETROLEUM EQUIPMENT INSTITUTE
Your full line petroleum and industrial equipment supplier



Sales Quotation & Contract

MECO of Atlanta	MECO of Albany	MECO of Macon	MECO of Savannah
4471 Amwiler Road NW Dornville, GA 30360-2816	1922 Ledo Road Albany, GA 31707	4300 Interstate Drive Macon, GA 31210	311 Stiles Avenue Savannah, GA 31403
[770] 448-6933 Fax: [770] 447-0721	[229] 446-1618 Fax: [229] 446-1613	[478] 757-9173 Fax: [478] 757-9311	[912] 233-4523 Fax: [912] 234-4376

Quotation To:
MACON-BIBB COUNTY VEHICLE MAINTENANCE
1122 SEVENTH ST
MACON, GA 31206
ATTN: MR. KEITH BUTLER
kbutler@maconbibb.us

REVISED FROM QUOTE DATED 12/12/2025

Date: 1/29/2026
Terms: TBD
F.O.B: MACON
Reference: RON

NEW DISPENSERS, TANK MONITORING SYSTEM, & SUB PUMP PACKAGE
4520 KNIGHT RD ~ MACON, GA
SOURCEWELL PRICING

Quantity	Description	Price	Total
	DISPENSER EQUIPMENT:		
4	**GAS-9853GXTW1 DF** **GASBOY ATLAS X 9800G SERIES ELECTRONIC FLEET DISPENSER** • Twin - One Product, Side Load – (2) Regular Unl, (2) Hwy Diesel • High-Flow – Up to 22 GPM • 1" Super-Brite Backlit LCD Display; Electronic Totalizer • 1" Discharge; Internal Filter Adaptor w/Standard Filter • Standard Warranty *» 1 yr from install or 2 yrs from invoice, whichever is first* *» Covers Parts, Labor, & Travel*	8,245.10	32,980.40
4	**CAT-HAG807** **Catlow Hanging Hardware Assembly** 3/4" X 12' Hose, Black Nozzle, Magnetic Breakaway	373.00	1,492.00
4	**CAT-HAH815** **Catlow Hanging Hardware Assembly** 1" X 12' Hose, Green Nozzle, Magnetic Breakaway	570.00	2,280.00
4	Inbound freight for dispensers	279.00	1,116.00
4	**GAS-PULSE** **Pulse Output, Dual Channel Dual Pulse**	507.95	2,031.80
4	**SYN-256757** **FuelMaster Resistor**	21.00	84.00
4	**MECO-MISC** **Miscellaneous hardware, pipe & electrical fittings for installation of dispensers**	145.00	580.00
	CUSTOMER-CHOSEN OPTION:		
4	EXTENDED WARRANTY 2ND YEAR	510.50	2,042.00
	TANK MONITORING SYSTEM:		
1	**V/R-TLS-450PLUS** **VEEDER-ROOT THREE TANK AUTOMATIC TANK GAUGE SYSTEM, WITH:** 8" Color Touchscreen Display; (3) SS Tank Probes w/floats and cap & ring kits; In-Tank Leak Detection - both Static and 24hr Continuous; Digital Pressurized Line Leak Detection; External Printer w/mounting bracket; Overfill Alarm & Reset Switch	33,807.60	33,807.60
	SUB PUMP PACKAGE:		
2	**R/J-P150S1 -RJ3** **1-1/2 HP* Adjustable length sub pump (for Diesel)**	3,449.00	6,898.00
1	**R/J-P75S1-RJ3** **3/4 HP* Adjustable length sub pump (for Regular Unleaded)**	2,852.00	2,852.00
3	**R/J-116-05X** **FX 1 Leak Detectors for above sub pumps**	313.00	939.00
3	**R/J-880-047-1** **Isotrol Relay Control Boxes^**	702.00	2,106.00
	NOTES: **1. *IDEAL HP FOR NEW STPs TBD - THESE #'S SUBJECT TO CHANGE (WOULD LIKELY BE LOWER)** **2. ^IF EXISTING BOXES CAN BE RE-USED THESE WILL BE DEDUCTED FROM FINAL INVOICE** Inbound freight for Sub Pumps and ATG System	885.00	885.00
	THE SOURCEWELL PRICING ON THE ABOVE EQUIPMENT SAVES MACON-BIBB CO. OVER $13,000		
	Labor and Installation: • Remove (4) existing Gasboy Atlas Dispensers and LEAVE ONSITE. • Deliver, Set, & Anchor (4) new Gasboy Atlas X Electronic Fleet Dispensers; Install Hanging Hardware • Re-pipe from impact valve up; reconnect to existing electrical conduit & wiring. **NO NEW ELECTRICAL QUOTED** • Reconnect to existing FuelMaster FMS - **NO PARTS OR WORK ON FUELMASTER SYSTEM QUOTED** • Start-up, Commission, Program, Purge, & Calibrate new dispensers. • Remove existing Veeder-Root TLS-350 and install new TLS-450PLUS. • Remove existing tank probes & caps; install new probes & caps; reconnect to existing electrical conduit & wiring. • Remove existing Sub Pumps, Pressurized Line Leak Detectors, & Relay boxes* (*if necessary) and replace with new; reconnect to existing electrical conduit & wiring; test for proper functioning. • Program new Veeder-Root tank monitor	22,325.00	

CONTINUED ON NEXT PAGE

	NOTE: **THIS QUOTE ASSUMES THAT ALL EXISTING EQUIPMENT THAT IS NOT BEING REPLACED BY MECO IS IN GOOD WORKING ORDER. IF ANY EXISTING EQUIPMENT DOES NOT FUNCTION PROPERLY OR NEEDS TO BE REPAIRED OR REPLACED, THERE WILL BE ADDITIONAL CHARGES.**		
		Equipment Total	**90,093.80**
		Appropriate Tax Rate	
		Installation Labor & Materials Total	**22,325.00**
		Grand Total	**112,418.80**

Acceptance of Proposal:

The above prices, specifications, terms and conditions, as stated on the attached Terms & Conditions Page, are satisfactory, and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined by Section P of the attached Terms and Conditions page. I have read the attached Terms and Conditions page.

Signature: _____ **Date:** _____

MECO Authorization: _____ **Date:** _____

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT WITH THE AMERICAN RED CROSS TO PROVIDE FOR USAGE OF CERTAIN RECREATION FACILITIES AS SHELTERS DURING A DISASTER; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the American National Red Cross ("Red Cross") is a non-profit corporation with a mission to provide services and support to individuals, families and communities when disasters strike; and

WHEREAS, disaster services are supported by generous donations and facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims; and

WHEREAS, Macon-Bibb County's location along three major interstate highways and central location within the State of Georgia make it a prime location for the Red Cross to maintain emergency shelters and provide services to individuals affected by disasters throughout Georgia and neighboring states; and

WHEREAS, the following Macon-Bibb County recreational facilities have been determined to be facilities that are capable of serving as shelter sites for disaster victims: Memorial Park Recreation Center, South Bibb Recreation Complex, Elaine Lucas Senior Center, Bloomfield-Gilead Gymnasium, Frank Johnson Recreation Center, Theron Ussery Community Center, Rosa Jackson Community Center, and Delores Brooks Community Center; and

WHEREAS, the Macon-Bibb County Commission would like to assist the American Red Cross by allowing the use of the previously mentioned facilities to provide services during a disaster; 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 Facilities Use Agreements with the American Red Cross for the aforesaid recreation facilities, in forms substantially similar to the attached Exhibit A, incorporated herein by reference.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any

appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By: _____
Lester M. Miller, Mayor

Attest: _____
(SEAL) JANICE S. ROSS, Clerk of Commission

J:\RES MACON-BIBB\2026 Miller Authorizing Red Cross Facilities Use Agreements - 2-20-26.docx

EXHIBIT A

American Red Cross

Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families, and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public, who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	Macon -Bibb County Consolidated Government
Address	700 Poplar Street, Macon, Ga 31201
24-Hour Point of Contact Name and Title Work Phone Cell	
Address for Official Notices (only if different from above	

Red Cross:

Chapter Name	Central Midwest Chapter - Georgia Region
Chapter Address	6080 Lakeside Commons Drive
24-Hour Point of Contact Name and Title Work Phone Cell	Virgil Watkins Jr., CPDM 478.952.1875
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility:

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.

Frank Johnson Recreation Center 2227 Mercer Univeristy Dr
Elaine H. Lucas Senior Center - Willie Smokie Glover Dr
Bloomfield-Gilead Recreation Center - 1931 Rocky Creek Rd

Terms and Conditions

1. Use of Facility: Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		V.W
Storage of supplies		V.W
Parking of vehicles		V.W
Disaster Shelter		V.W

2. Facility Management: The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.

3. Condition of Facility: The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's ***Facility/Shelter Opening/Closing Form*** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.

4. Food Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.

5. Custodial Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.

6. Security/Safety: In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.

7. Signage and Publicity: The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the

written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. Closing the Facility: The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form,* to record any damage or conditions.

9. Fee (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:

   a. Owner will not charge a fee for the use of the Facility.
   Owner Initials _____ Red Cross Initials V.W

   b. The Red Cross will pay $0 per: 0 for the right to use and occupy the Facility
   Owner Initials _____ Red Cross Initials V.W

10. Reimbursement: Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

   a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

   b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.

   c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water		V.W
Gas		V.W
Electricity		V.W
Waste Disposal		V.W

   d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

   e. If the disaster is a Federally declared disaster and Owner is a municipal, county, parish, or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to

reimburse the Owner for costs covered by Public Assistance Category B.

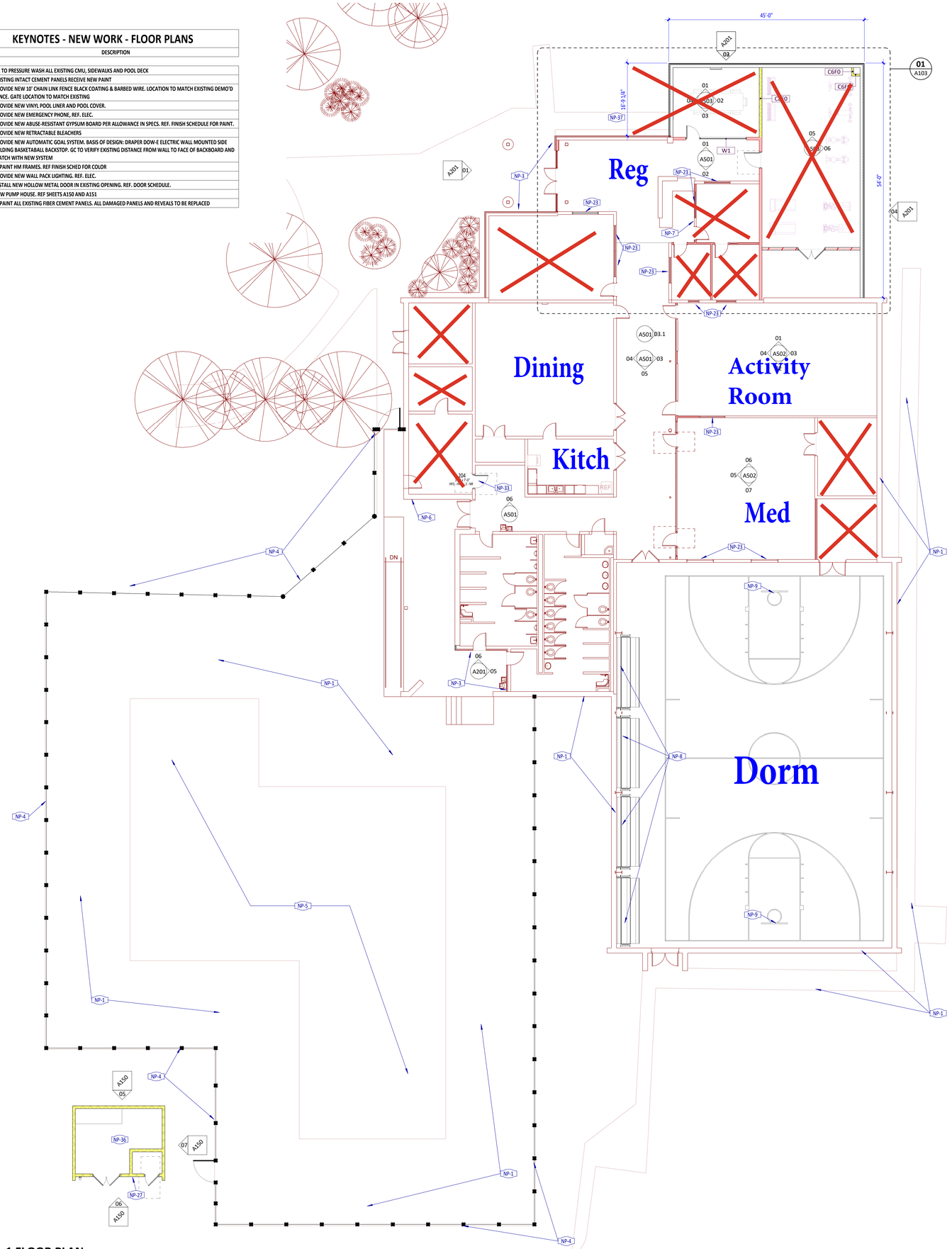
11. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least $1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers'.
    a. Compensation coverage with statutory limits for the jurisdiction within which the facility is located and $1,000,000 in Employers' Liability.
12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.
13. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Digital Signature: Each party agrees that either part's execution of this agreement by DIGITAL signature (whether ELECTRONIC or encrypted) is expressly intended to authenticate this AGREEMENT and to have the same force and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. The use of digital signatures is intended to facilitate more efficient execution and delivery of signed documents.

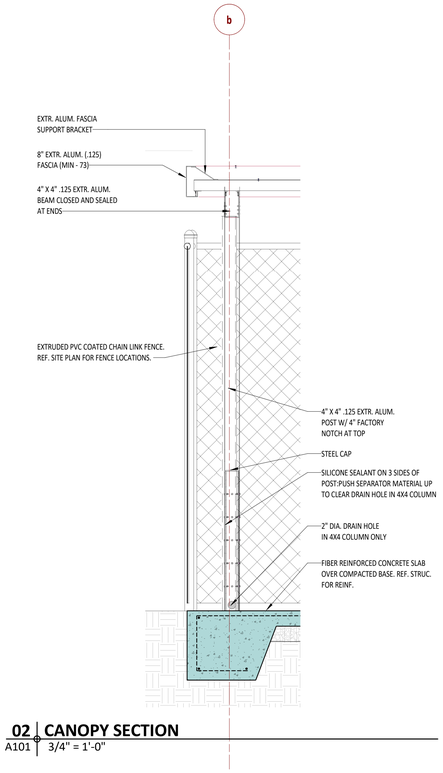
Owner (Legal Name)	The American National Red Cross (Legal Name)
By (Signature)	Virgil Watkins (By (Signature))
Name (Printed)	Virgil Watkins (Name (Printed))
Title	CDPM (Title)
Date	1-8-25 (Date)

KEYNOTES - NEW WORK - FLOOR PLANS

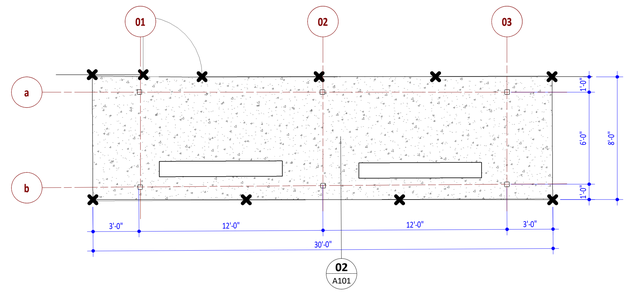
NOTE	DESCRIPTION
NP-1	GC TO PRESSURE WASH ALL EXISTING CMU, SIDEWALKS AND POOL DECK
NP-3	EXISTING INTACT CEMENT PANELS RECEIVE NEW PAINT
NP-4	PROVIDE NEW 10' CHAIN LINK FENCE BLACK COATING & BARBED WIRE. LOCATION TO MATCH EXISTING DEMO'D FENCE. GATE LOCATION TO MATCH EXISTING
NP-5	PROVIDE NEW VINYL POOL LINER AND POOL COVER.
NP-6	PROVIDE NEW EMERGENCY PHONE, REF. ELEC.
NP-7	PROVIDE NEW ABUSE-RESISTANT GYPSUM BOARD PER ALLOWANCE IN SPECS. REF. FINISH SCHEDULE FOR PAINT.
NP-8	PROVIDE NEW RETRACTABLE BLEACHERS
NP-9	PROVIDE NEW AUTOMATIC GOAL SYSTEM. BASIS OF DESIGN: DRAPER DOW-E ELECTRIC WALL MOUNTED SIDE FOLDING BASKETABALL BACKSTOP. GC TO VERIFY EXISTING DISTANCE FROM WALL TO FACE OF BACKBOARD AND MATCH WITH NEW SYSTEM
NP-23	REPAINT HM FRAMES. REF FINISH SCHED FOR COLOR
NP-27	PROVIDE NEW WALL PACK LIGHTING. REF. ELEC.
NP-33	INSTALL NEW HOLLOW METAL DOOR IN EXISTING OPENING. REF. DOOR SCHEDULE.
NP-36	NEW PUMP HOUSE. REF SHEETS A150 AND A151
NP-37	REPAINT ALL EXISTING FIBER CEMENT PANELS. ALL DAMAGED PANELS AND REVEALS TO BE REPLACED



01 LEVEL 1 FLOOR PLAN
A101 1" = 10'-0"



02 CANOPY SECTION
A101 3/4" = 1'-0"



03 DUGOUT PLAN
A101 1/4" = 1'-0"

ARCHITECTS
WM2A.COM
348 COTTON AVENUE
SUITE 500, PO BOX 110
MACON, GEORGIA 31201

Seal:

MACON-BIBB COUNTY PARKS AND RECREATION

FRANK JOHNSON RECREATION CENTER RENOVATION

2227 MERCER UNIVERSITY DR, MACON, GA 31204

These drawings convey certain contractual information through the use of color. Do NOT use drawings printed in black-and-white or greyscale.

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Project Status:

Revision No (if any): Revision Date:

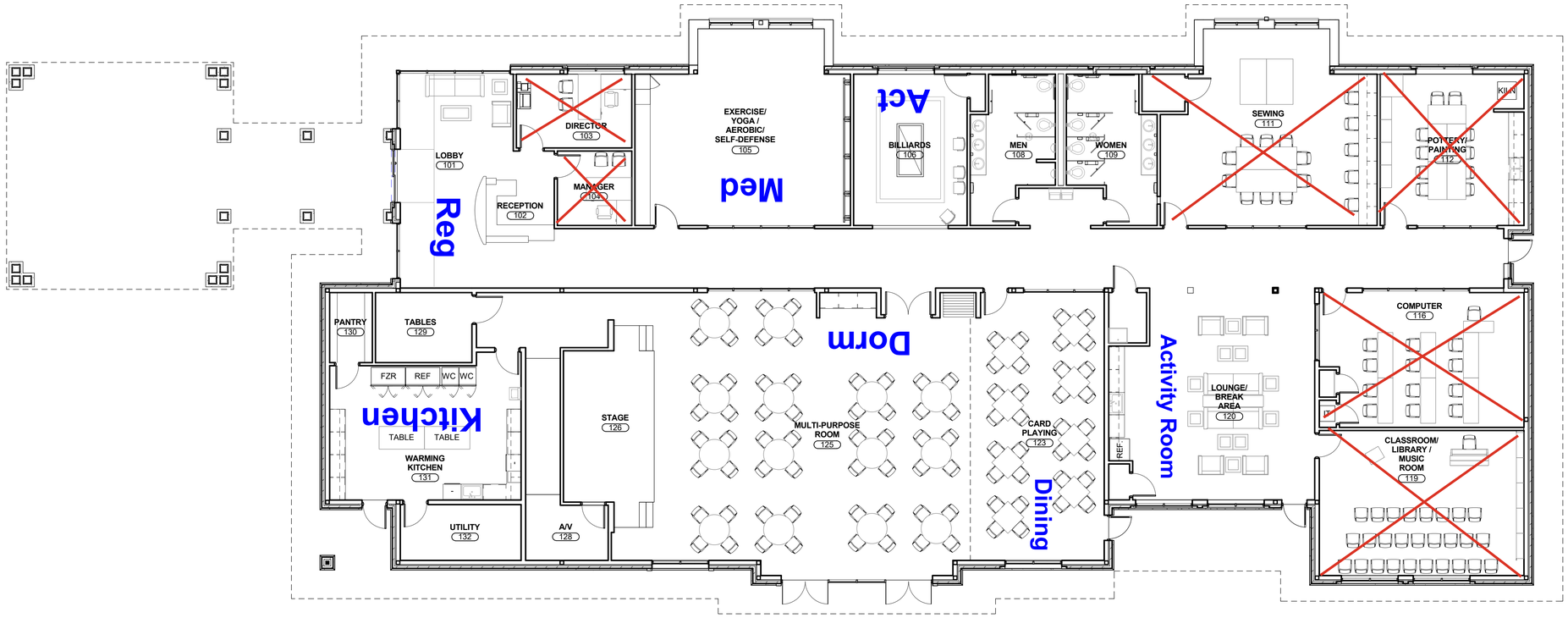
Project No: 2024-080 Current Date: 11/15/24

Drawing Name:

OVERALL NEW WORK PLAN

Drawing No:

A101



1
A302
FURNITURE PLAN
1/8" = 1'-0"

FOR REFERENCE ONLY

RELEASED FOR CONSTRUCTION

STATE OF GEORGIA
THOMAS M. SAYRE
CERTIFICATE No. 5230
REGISTERED ARCHITECT

No.	DESCRIPTION	DATE

MACON-BIBB COUNTY
SENIOR CENTER

WILLIE SMOKIE GLOVER DRIVE
MACON, GEORGIA 31201

sizemore group
1700 COMMERCE DRIVE, NW
ATLANTA, GEORGIA 30318
T: 404.605.0660
F: 404.605.0660
www.sizemoregroup.com

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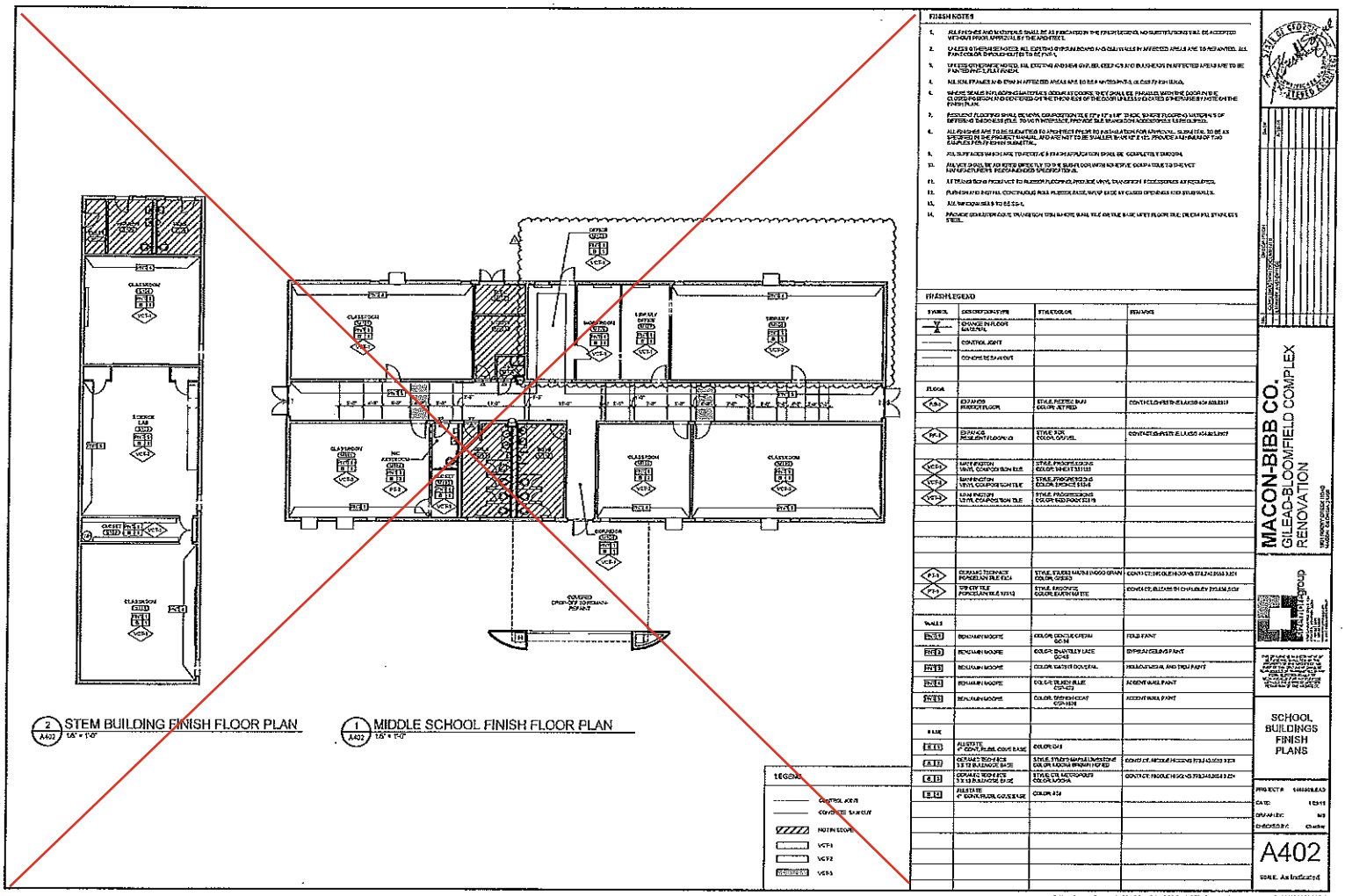
FURNITURE REFERENCE PLAN

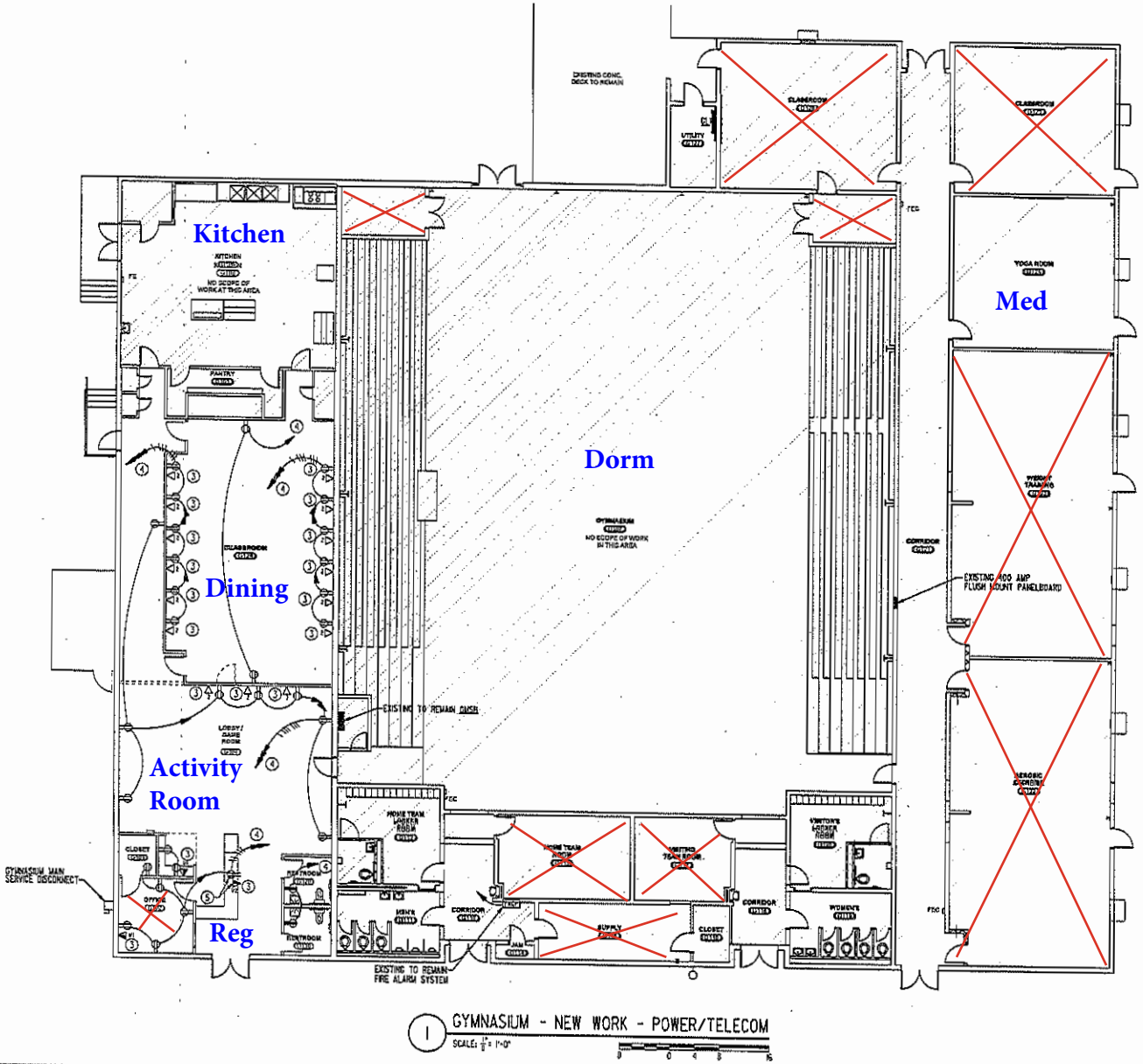
PROJECT #	16020MACSEN
DATE	4/19/17
DRAWN BY	Author
CHECKED BY	Checker

A302

SCALE 1/8" = 1'-0"

NOT FOR CONSTRUCTION


2 A402 STEM BUILDING FINISH FLOOR PLAN 1/8" = 1'-0"
1 A402 MIDDLE SCHOOL FINISH FLOOR PLAN 1/8" = 1'-0"
FINISH NOTES
FINISH LEGEND
LEGEND
MACON-BIBB CO.
GILEAD-BLOOMFIELD COMPLEX
RENOVATION
SCHOOL BUILDINGS FINISH PLANS
A402
SCALE: As Indicated



1 GYMNASIUM - NEW WORK - POWER/TELECOM
SCALE: 1/8" = 1'-0"

GENERAL NOTES: (THIS SHEET ONLY)

(A) EXISTING RECEPTACLES AND THEIR SUPPORTING ENCLOSURES AND CONDUCTORS BACK TO PANEL TO BE REUSED. PROVIDE AN ALLOWANCE TO REPLACE UP TO 10 DAMAGED RECEPTACLES/COVERS WITH NEW 20A RATED DUPLEX. NEW RECEPTACLES SHOWN ON THIS SHEET ARE SERVED FROM PANEL GU. THE NUMBER ADJACENT INDICATES THE CIRCUIT NUMBER. CONSOLIDATION OF HOMERUNS IS ACCEPTABLE UP TO THREE CIRCUITS. PROVIDE DEDICATED NEUTRALS. EQUIPMENT GROUND MAY BE SHARED.

(B) ALL RECEPTACLES LOCATED WITHIN SIX FEET OF A WATER SOURCE AND ALL RECEPTACLES IN KITCHENS, RESTROOMS, AND IN EXTERIOR LOCATIONS SHALL BE GFCI TYPE.

(C) LOCATE ALL DATA AND RECEPTACLE OUTLETS PER ARCHITECTURAL CASEWORK ELEVATIONS. DO NOT DIMENSION OUTLETS FROM THE ELECTRICAL SHEETS.

(D) WHERE OUTLETS ARE SHOWN SERVED FROM GFI BREAKERS, THE INDIVIDUAL OUTLETS ARE NOT REQUIRED TO BE GFI STYLE. PROVIDE LABELS ON THE RECEPTACLE COVER TO INDICATE THIS PROTECTION.

(E) ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL INFRASTRUCTURE FOR AV EQUIPMENT. COORDINATE WITH AV FOR CONDUITS, BACKBOXES, FLOORBOXES AND POWER/DATA NEEDS FOR ALL AV EQUIPMENT.

(F) WHERE POSSIBLE, NEW DEVICES SHALL BE FLUSH MOUNTED. WHERE NEW DEVICES ARE SHOWN ON EXISTING WALLS, PROVIDE WIRE MOLD PRODUCTS AS FOLLOWS:

- WHERE RECEPTACLES ALONE ARE SHOWN ON EXISTING WALLS, USE THE WIRE MOLD V700 SERIES TO ABOVE THE CEILING.
- WHERE POWER AND DATA ARE SHOWN ADJACENT, USE THE WIRE MOLD 2000 SERIES WITH DUAL CHANNEL RACEWAY TO ABOVE THE CEILING.

NOTES: (THIS SHEET ONLY)

1. CIRCUIT FOR FIRE ALARM PANEL. PROVIDE A RED LOCKING DEVICE OVER THE BREAKER SERVING THIS CIRCUIT. PROVIDE A RED LABEL WITH WHITE LETTERS ADJACENT TO READ "FIRE ALARM PANEL".
2. RECEPTACLE FOR TV MONITOR. COORDINATE EXACT LOCATION AND HEIGHT ABOVE LAY-IN CEILING WITH ARCHITECT PRIOR TO ROUGHING.
3. ROUTE NEW CAT 6 PLENUM RATED VOICE/DATA CABLES BACK TO DATA ROOM. PROVIDE NEW 48 PORT CAT 6 PATCH PANELS AS NEEDED TO ACCOMMODATE NEW CAT 6 CABLES.
4. ROUTE #10 AWG CONDUCTORS (NUMBER AS INDICATED IN 3/4" CONDUIT BACK TO NEAREST 208/120 VOLT ELECTRICAL PANEL WITH SPARE CAPACITY. UTILIZE SPARE 20A/1P CIRCUIT BREAKER IF AVAILABLE. IF NO SPARES ARE AVAILABLE PROVIDE NEW 20A/1P CIRCUIT BREAKER MATCHING PANEL AIC RATING.
5. OUTLETS SHALL BE MOUNTED IN THE MILLWORK. STUB IN THE ELECTRICAL AND DATA CONDUITS FROM THE ADJACENT WALL. CONCEAL CONDUIT IN MILLWORK.

LINE LEGEND	
———	EXISTING TO REMAIN
———	NEW WORK

E STAMP

NO.	DESCRIPTION	DATE
	CONSTRUCTION DOCUMENTS	

MACON-BIBB CO.
GILEAD-BLOOMFIELD
GYMNASIUM OFFICE RENOVATION
1831 ROCKY CREEK ROAD
MACON, GEORGIA 31205

GYMNASIUM - NEW WORK - POWER/TELECOM

PROJECT # 1122EDGILEAD
DATE 08/08/2017
DRAWN BY JDW
CHECKED BY TWF

E301
SCALE AS SHOWN

American Red Cross

Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families, and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public, who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	Macon -Bibb County Consolidated Government
Address	700 Poplar Street, Macon, Ga 31201
24-Hour Point of Contact Name and Title Work Phone Cell	
Address for Official Notices (only if different from above	

Red Cross:

Chapter Name	Central Midwest Chapter - Georgia Region
Chapter Address	6080 Lakeside Commons Drive
24-Hour Point of Contact Name and Title Work Phone Cell	Virgil Watkins Jr., CPDM 478.952.1875
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility:

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.

South Bibb Recreation Center 7035 Houston Rd
Macon Memorial Gym 763 Long St.
Rosa Jackson Rec Center 1211 Maynard St
Delores A. Brooks Recreation Center 3326 Ocmulgee E Blvd
Theron Ussery Park 815 N Macon Park Dr

Terms and Conditions

1. Use of Facility: Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		V.W
Storage of supplies		V.W
Parking of vehicles		V.W
Disaster Shelter		V.W

2. Facility Management: The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.

3. Condition of Facility: The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's ***Facility/Shelter Opening/Closing Form*** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.

4. Food Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.

5. Custodial Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.

6. Security/Safety: In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.

7. Signage and Publicity: The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the

written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. Closing the Facility: The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form,* to record any damage or conditions.

9. Fee (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:

   a. Owner will not charge a fee for the use of the Facility.
   Owner Initials _____ Red Cross Initials V.W

   b. The Red Cross will pay $ 0 per: 0 for the right to use and occupy the Facility
   Owner Initials _____ Red Cross Initials _____

10. Reimbursement: Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

   a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

   b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.

   c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water		V.W
Gas		V.W
Electricity		V.W
Waste Disposal		V.W

   d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

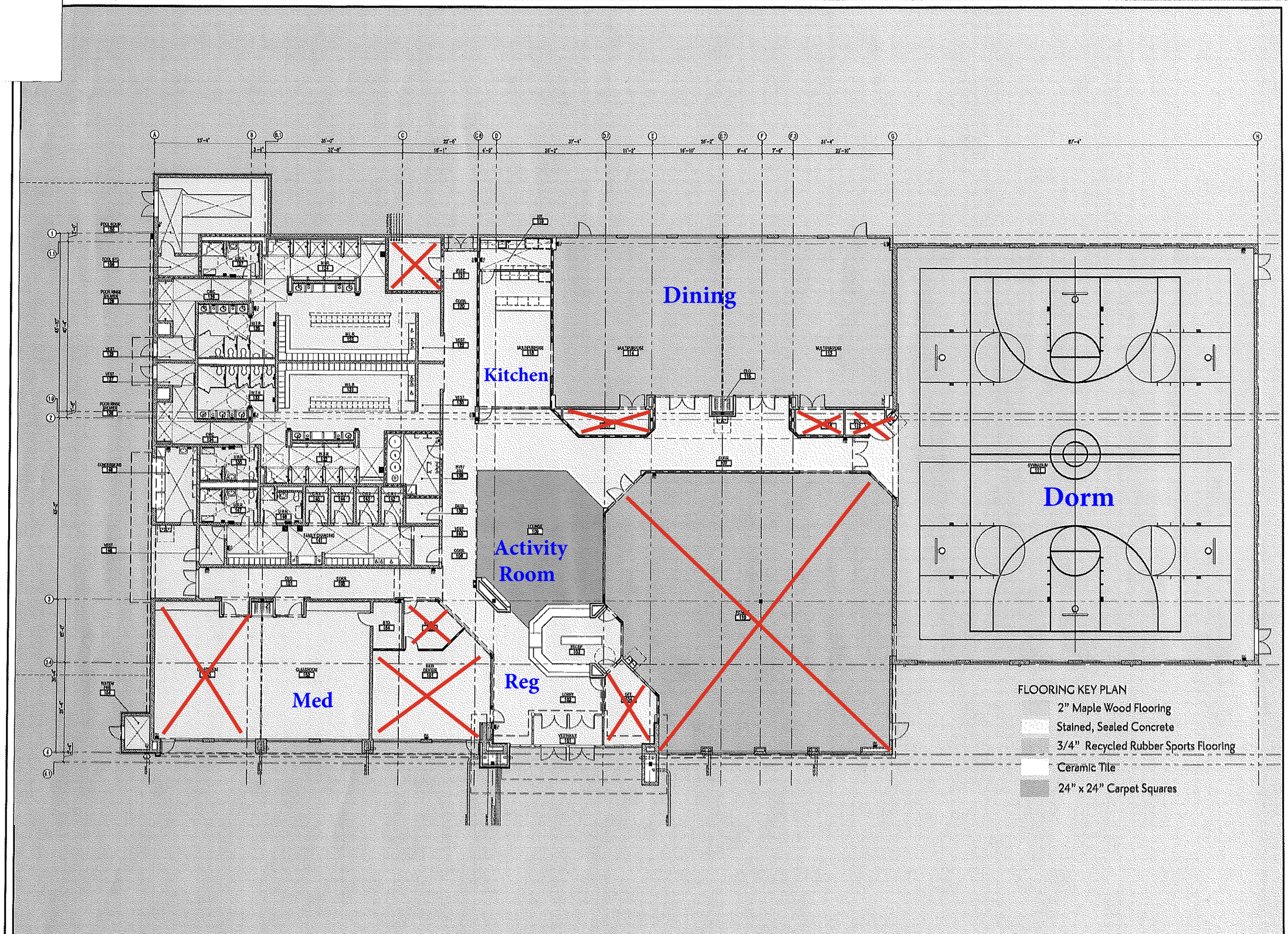
   e. If the disaster is a Federally declared disaster and Owner is a municipal, county, parish, or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to

reimburse the Owner for costs covered by Public Assistance Category B.

11. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least $1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers'.
    a. Compensation coverage with statutory limits for the jurisdiction within which the facility is located and $1,000,000 in Employers' Liability.
12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.
13. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Digital Signature: Each party agrees that either part's execution of this agreement by DIGITAL signature (whether ELECTRONIC or encrypted) is expressly intended to authenticate this AGREEMENT and to have the same force and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. The use of digital signatures is intended to facilitate more efficient execution and delivery of signed documents.

Owner (Legal Name)	The American National Red Cross (Legal Name)
By (Signature)	Virgil Watkins (By (Signature))
Name (Printed)	Virgil Watkins Jr (Name (Printed))
Title	CDPM (Title)
Date	1-8-25 (Date)



MACON-BIBB COUNTY
RECREATION DEPARTMENT
115 Willie Smokie Glover Drive
Macon, Georgia 31201
Contact: Mr. Reggie Moore, Director

SOUTH BIBB PARK

V&M
Vaughn & Melton
Consulting Engineers, Inc.
Engineering - Surveying
300 Chastain Center Blvd, Ste 326
Kennesaw, Georgia 30144
TEL: (770) 627-3590 FAX: (770) 627-3594
V&M Contact:
Paul 'Ken' Hammon, PE (770) 639-7797
KENTUCKY 609-246-6600 NORTH CAROLINA 828-253-2796
TENNESSEE 865-546-5800 SOUTH CAROLINA 864-574-4775
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David Schroeder & Associates, Inc.
3118 E Sidegallown Avenue, NE
Atlanta, Georgia 30305
Tel. 404 733 2626
DJA©2015

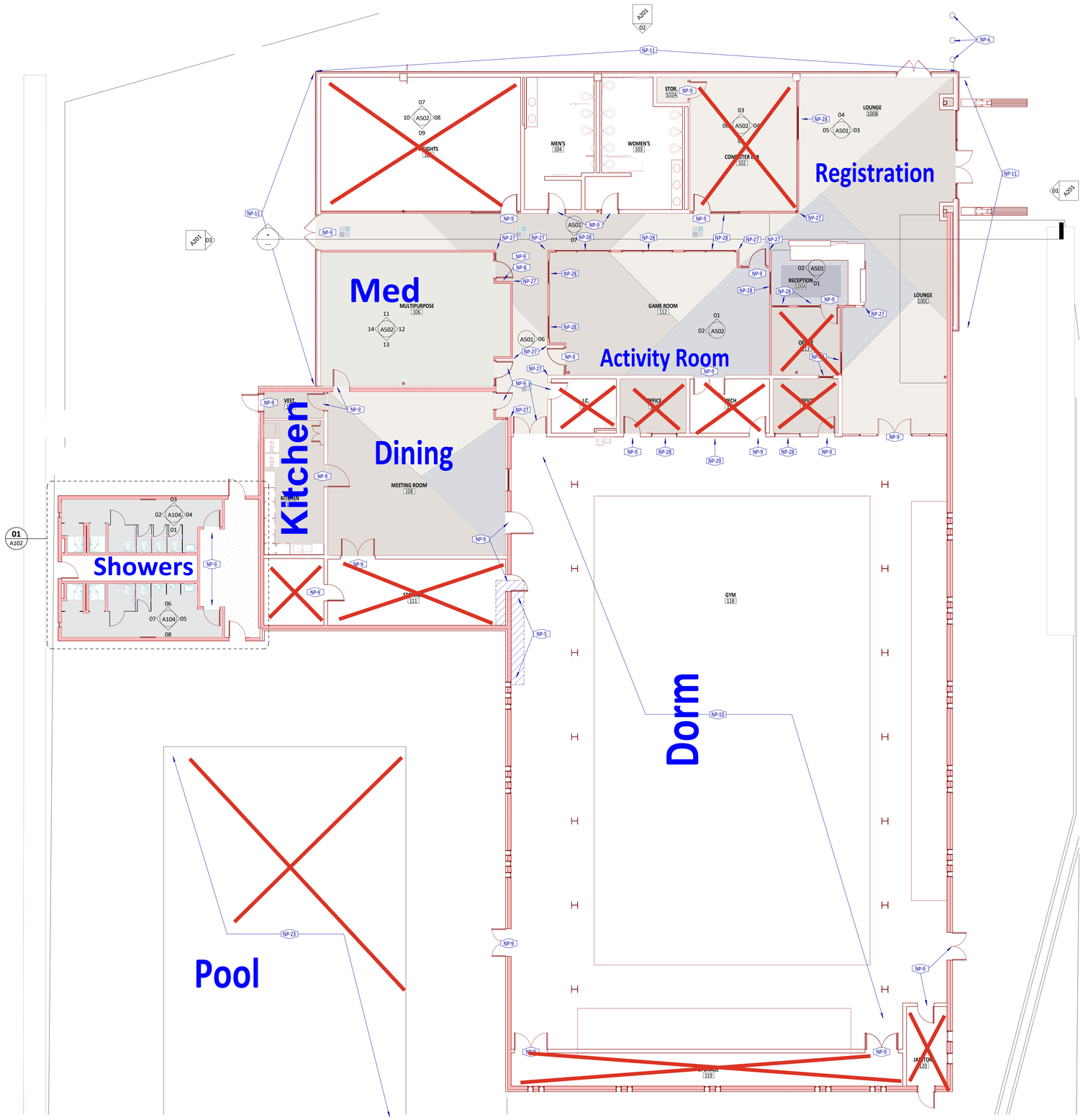
Project Name: SOUTH BIBB PARK
Project Number:
Drawn By: Ck'd By:
Date: Scale: As shown

Rev:	Description:	Date:

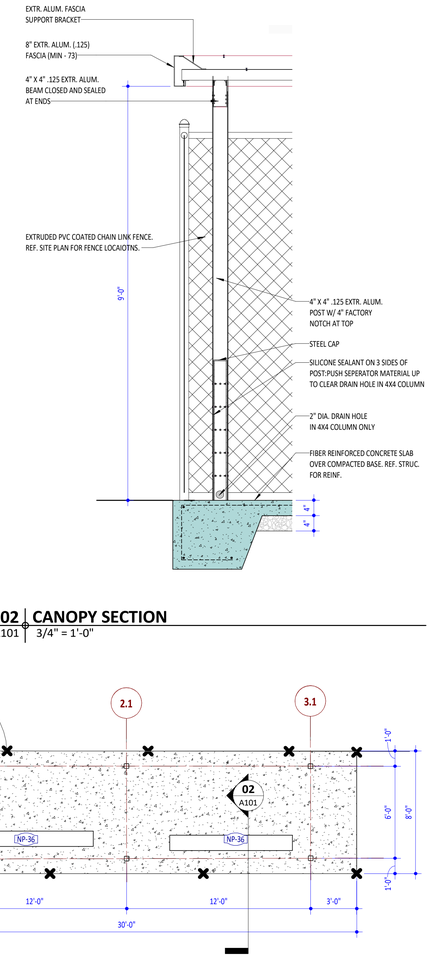
A-1.0

KEYNOTES - NEW WORK - FLOOR PLANS

NOTE	DESCRIPTION
NP-5	PROVIDE ALLOWANCE IN COST ESTIMATE TO REPLACE +/- 60 SQ FT OF DAMAGED FLOORING, ROOF MEMBERS, ROOF MEMBRANE, ROOF DRAINS AND SCUPPER . G.C. TO INVESTIGATE SOURCE AND EXTENTS OF WATER LEAK AND DAMEAGE IN THIS AREA. REPORT FINDINGS TO ARCHITECT
NP-6	PROVIDE NEW REMOVABLE BOLLARDS AT NEW SIDE CONCRETE SIDEWALK. REF CIVIL FOR EXACT LOCAITON.
NP-8	REPAIR DAMAGED DRYWALL AND PROVIDE NEW DOOR STOP.
NP-9	PREP AND REPAINT DOOR FRAME AND PANEL. REF FINISH LEGEND FOR COLOR
NP-10	PREP AND PAINT ALL GYMNASIUM WALLS AND COLUMNS. REF. FINISH PLAN AND SCHEDULES.
NP-11	REPAINT ALL EXISTING FIBER CEMENT PANELS AND REPLACE ALL DAMAGED PANELS. REF. SHEET A201
NP-21	PROVIDE AND SECURE NEW ALUMINUM BLEACHERS.
NP-23	PROVIDE NEW POOL COVER.
NP-27	PROVIDE NEW CLEAR LEXAN CORNER GUARD
NP-28	CLEAN AND REPAINT HOLLOW METAL WINDOW FRAME
NP-29	REMOVE AND REPLACE EXISTING WALL MATS. COLOR TO MATCH EXISTING
NP-36	PROVIDE AND SECURE NEW METAL BENCH.

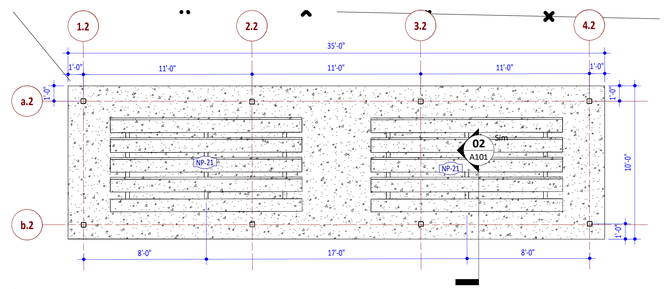


01 | OVERALL FLOOR PLAN
A101 | 1/8" = 1'-0"



02 | CANOPY SECTION
A101 | 3/4" = 1'-0"

03 | DUGOUT PLAN
A101 | 1/4" = 1'-0"



4 | BLEACHER CONCRETE PAD PLAN
A101 | 1/4" = 1'-0"

WM2A ARCHITECTS
WM2A.COM
348 COTTON AVENUE
SUITE 500, PO BOX 110
MACON, GEORGIA 31201

Seal:

MACON-BIBB COUNTY PARKS AND RECREATION

MEMORIAL PARK RECREATION CENTER RENOVATION

2465 2ND ST, MACON, GA 31206

These drawings convey certain contractual information through the use of color. Do NOT use drawings printed in black-and-white or greyscale.

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Project Status: Issued for Permit

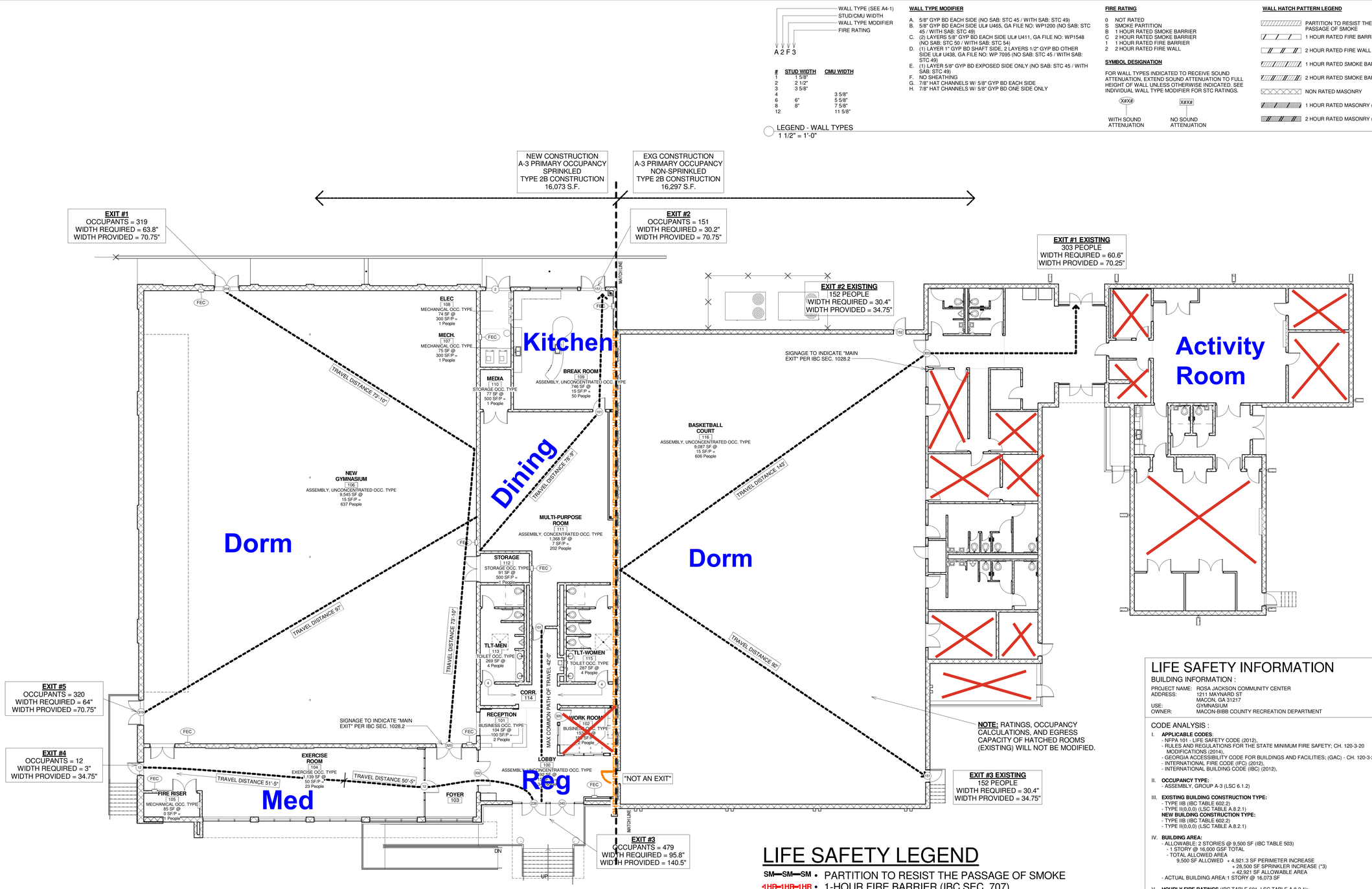
Revision No.(if any): Revision Date:

Project No: 2024-079 Current Date: 10/30/24

Drawing Name: OVERALL FLOOR PLAN

Drawing No: **A101**

Plotted: 11/12/2024 4:09:14 PM



LIFE SAFETY LEGEND

- SM—SM—SM • PARTITION TO RESIST THE PASSAGE OF SMOKE
- 1HR—1HR—1HR • 1-HOUR FIRE BARRIER (IBC SEC. 707)
- 2HR—2HR—2HR • 2-HOUR FIRE WALL (IBC SEC. 706)
- ←---------- • PATH OF TRAVEL
- (FEC) • FIRE EXTINGUISHER CABINET
- (#) • EXIT OCCUPANT LOAD

1 LIFE SAFETY PLAN
1" = 10'-0"

LIFE SAFETY INFORMATION

BUILDING INFORMATION :

PROJECT NAME: ROSA JACKSON COMMUNITY CENTER
ADDRESS: 1211 MAYNARD ST
MACON, GA 31217
USE: GYMNASIUM
OWNER: MACON-BIBB COUNTY RECREATION DEPARTMENT

CODE ANALYSIS :

I. **APPLICABLE CODES:**
- NFPA 101 - LIFE SAFETY CODE (2012),
- RULES AND REGULATIONS FOR THE STATE MINIMUM FIRE SAFETY; CH. 120-3-20 MODIFICATIONS (2014),
- GEORGIA ACCESSIBILITY CODE FOR BUILDINGS AND FACILITIES; (GAC) - CH. 120-3-20(1997)
- INTERNATIONAL FIRE CODE (IFC) (2012),
- INTERNATIONAL BUILDING CODE (IBC) (2012),

II. **OCCUPANCY TYPE:**
- ASSEMBLY, GROUP A-3 (LSC 6.1.2)

III. **EXISTING BUILDING CONSTRUCTION TYPE:**
- TYPE IIB (IBC TABLE 602.2)
- TYPE II(0,0,0) (LSC TABLE A.8.2.1)

NEW BUILDING CONSTRUCTION TYPE:
- TYPE IIB (IBC TABLE 602.2)
- TYPE II(0,0,0) (LSC TABLE A.8.2.1)

IV. **BUILDING AREA:**
- ALLOWABLE: 2 STORIES @ 9,500 SF (IBC TABLE 503)
- 1 STORY @ 16,000 GSF TOTAL
- TOTAL ALLOWED AREA
  9,500 SF ALLOWED + 4,921.3 SF PERIMETER INCREASE
  + 28,500 SF SPRINKLER INCREASE (*3)
  = 42,921 SF ALLOWABLE AREA
- ACTUAL BUILDING AREA:1 STORY @ 16,073 SF

V. **HOURLY FIRE RATINGS** (IBC TABLE 601, LSC TABLE A.8.2.1):

BUILDING COMPONENT	RATING	UL LISTING
- STRUCTURAL FRAME:	0 HOURS	-
- BEARING WALLS, EXT.:	0 HOURS	-
- BEARING WALLS, INT.:	0 HOURS	-
- NON-BEARING WALLS, EXT.:	0 HOURS	-
- NON-BEARING WALLS, INT.:	0 HOURS	-
- FLOOR CONSTRUCTION:	0 HOURS	-
- ROOF CONSTRUCTION:	0 HOURS	-
*IBC 2012 SEC. 706.6.1	1 HOURS	-

VI. **FIRE SUPPRESSION SYSTEM:**
- FULLY SPRINKLED TO NFPA 13 REQUIREMENTS

VII. **FIRE SAFETY CONCEPT:**
- 2 HR SEPARATION WALL BETWEEN EXG AND NEW CONSTRUCTION

VIII. **OTHER LIFE SAFETY CONSIDERATIONS** (MOST STRINGENT OF APPLICABLE CODES GOVERNS):

A. **OCCUPANT LOAD** (IBC TABLE 1004.1.2, LSC 7.3.1.2)
REFERENCE FLOOR PLAN FOR INDIVIDUAL LOADS TOTAL OCCUPANT LOAD = 965 OCCUPANTS

B. **EXIT DOOR CAPACITY** (IBC TABLE 1005.1, LSC TABLE 7.3.3.1)
- 0.2" EGRESS WIDTH PER OCCUPANT SERVED IN A SPRINKLED FACILITY
SEE LIFE SAFETY PLAN FOR REQUIRED AND PROVIDED EGRESS WIDTHS

C. **EGRESS DOORS** (IBC 1018.1)
- NO RATING REQUIRED

D. **DEAD END** (IBC 1017.3) = 20 FEET
- LSC TABLE A.7.6.1 ALLOWS 50', THEREFORE IBC 20' LIMITATION GOVERNS

E. **TRAVEL DISTANCE** (IBC TABLE 1016.2) = 250 FEET ALLOWABLE
- LSC TABLE 12.2.6.2(1) ALLOWS 250' FROM ANY POINT IN A ROOM TO EXIT MAXIMUM ACTUAL EXIT DISTANCE = 143'

F. **INTERIOR FINISH**
1. INTERIOR WALL AND CEILING FINISH (IBC TABLE 803.5, LSC 12.3.3.2)
INTERIOR WALL AND CEILING FINISH COMPLYING WITH 10.2.3 SHALL BE AT A MINIMUM REQUIREMENT CLASS A IN EXIT ENCLOSURES AND PASSAGEWAYS, CLASS B IN CORRIDORS, AND CLASS C IN OFFICE AREAS.

2. INTERIOR FLOOR FINISH (IBC 804.4.1) - CLASS II

WW2A ARCHITECTS
348 COTTON AVE.#500
P.O. BOX 110
MACON, GEORGIA 31021

STATE OF GEORGIA
CHARLES M. GREEN, JR.
CERTIFICATE NO. RESISTERED ARCHITECT
9-25-2015

ROSA JACKSON COMMUNITY CENTER

MACON / BIBB COUNTY RECREATION DEPARTMENT

1211 MAYNARD ST
MACON, GA 31217

REVISIONS

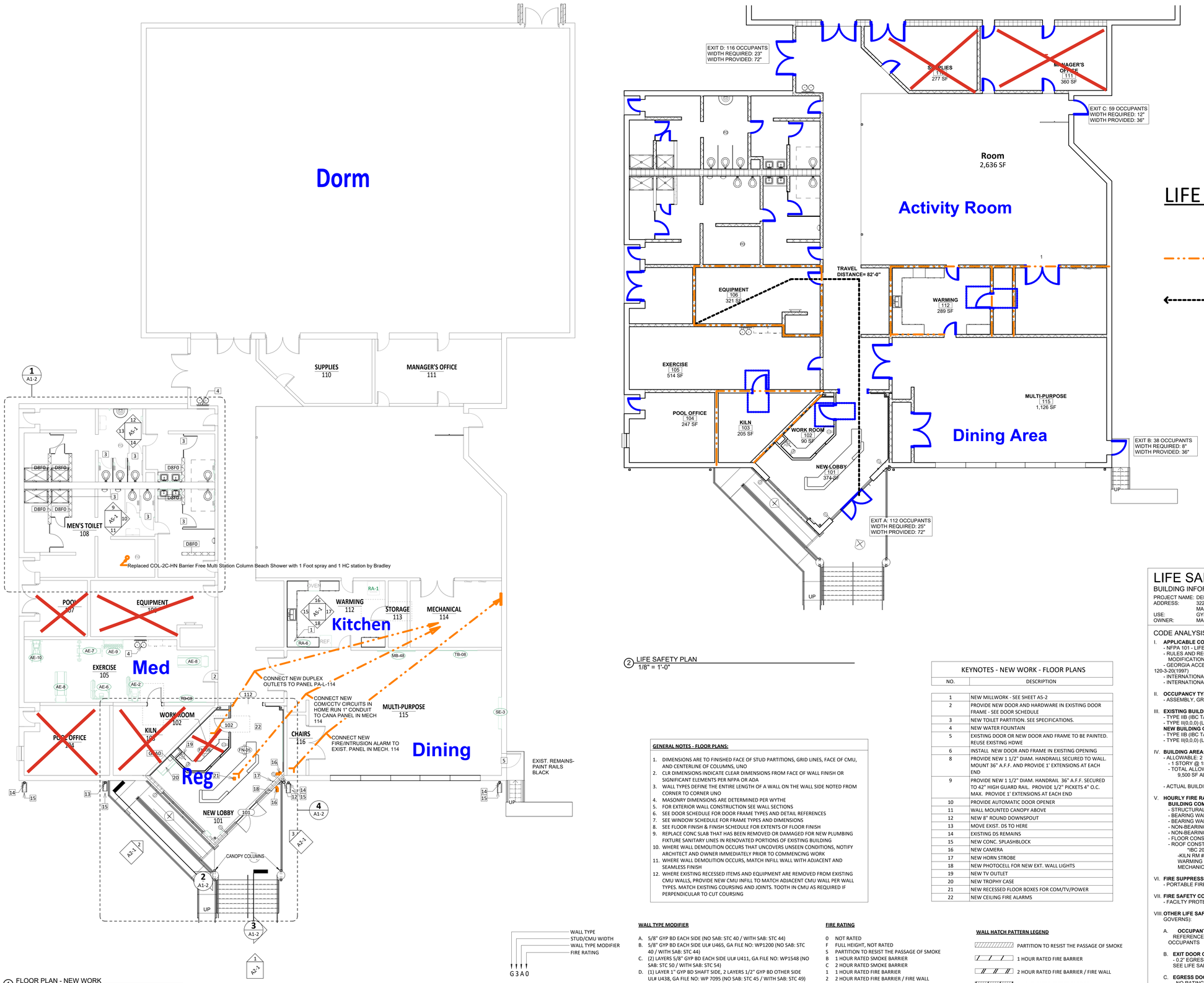
#	DATE	DESCRIPTION

Date: 09/25/2015
Drawn By: BEJ
Checked By: CG / TW
Project Number: 2014-112

Sheet Name:
LIFE SAFETY PLAN & INFORMATION

Sheet Number:
LS-1

9/25/2015 10:36:45 AM 100% CONSTRUCTION DOCUMENTS

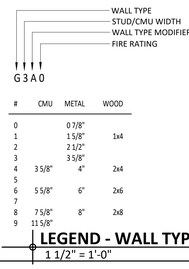


1 FLOOR PLAN - NEW WORK
1/8" = 1'-0"

2 LIFE SAFETY PLAN
1/8" = 1'-0"

LIFE SAFETY LEGEND

- PARTITION TO RESIST THE PASSAGE OF SMOKE
- 2-HOUR FIRE BARRIER
- 1-HOUR SMOKE BARRIER (IBC SEC. 709)
- PATH OF TRAVEL
- FEC FIRE EXTINGUISHER CABINET



#	CMU	METAL	WOOD
0		0 7/8"	
1		1 5/8"	1x4
2		2 1/2"	
3		3 5/8"	
4	3 5/8"	4"	2x4
5			
6	5 5/8"	6"	2x6
7			
8	7 5/8"	8"	2x8
9	11 5/8"		

LEGEND - WALL TYPES
1 1/2" = 1'-0"

WALL TYPE MODIFIER

A. 5/8" GYP BD EACH SIDE (NO SAB: STC 40 / WITH SAB: STC 44)
B. 5/8" GYP BD EACH SIDE ULⓇ U465, GA FILE NO: WP1200 (NO SAB: STC 40 / WITH SAB: STC 44)
C. (2) LAYERS 5/8" GYP BD EACH SIDE ULⓇ U411, GA FILE NO: WP1548 (NO SAB: STC 50 / WITH SAB: STC 54)
D. (1) LAYER 1" GYP BD SHAFT SIDE, 2 LAYERS 1/2" GYP BD OTHER SIDE ULⓇ U438, GA FILE NO: WP 7095 (NO SAB: STC 45 / WITH SAB: STC 49)
E. (1) LAYER 5/8" GYP BD EXPOSED SIDE ONLY
F. NO SHEATHING
G. 7/8" HAT CHANNELS W/ 5/8" GYP BD EACH SIDE
H. 7/8" HAT CHANNELS W/ 5/8" GYP BD ONE SIDE ONLY
J. NO MODIFICATIONS

WALL TYPES

C CMU (MAY HAVE FURRING)
G GYPSUM BOARD WITH METAL STUDS
S SHAFTWALL
W GYPSUM BOARD WITH WOOD STUDS

FIRE RATING

0 NOT RATED
F FULL HEIGHT, NOT RATED
S PARTITION TO RESIST THE PASSAGE OF SMOKE
B 1 HOUR RATED SMOKE BARRIER
C 2 HOUR RATED SMOKE BARRIER
1 1 HOUR RATED FIRE BARRIER
2 2 HOUR RATED FIRE BARRIER / FIRE WALL
3 3 HOUR RATED FIRE WALL
4 4 HOUR RATED FIRE WALL

SYMBOL DESIGNATION

FOR WALL TYPES INDICATED TO RECEIVE SOUND ATTENUATION, EXTEND SOUND ATTENUATION TO FULL HEIGHT OF WALL UNLESS OTHERWISE INDICATED. REFER TO INDIVIDUAL WALL TYPE MODIFIER FOR STC RATINGS.

X#X# WITH SOUND ATTENUATION
X#X# NO SOUND ATTENUATION

WALL HATCH PATTERN LEGEND

- PARTITION TO RESIST THE PASSAGE OF SMOKE
- 1 HOUR RATED FIRE BARRIER
- 2 HOUR RATED FIRE BARRIER / FIRE WALL
- 1 HOUR RATED SMOKE BARRIER
- 2 HOUR RATED SMOKE BARRIER
- NON RATED MASONRY
- 1 HOUR RATED MASONRY FIRE BARRIER (ULⓇ U905)
- 2 HOUR RATED MASONRY FIRE BARRIER / FIRE WALL (ULⓇ U905)
- 3 HOUR RATED MASONRY FIRE WALL (ULⓇ U904)
- 4 HOUR RATED MASONRY FIRE WALL (ULⓇ U901)

KEYNOTES - NEW WORK - FLOOR PLANS

NO.	DESCRIPTION
1	NEW MILLWORK - SEE SHEET A5-2
2	PROVIDE NEW DOOR AND HARDWARE IN EXISTING DOOR FRAME - SEE DOOR SCHEDULE
3	NEW TOILET PARTITION. SEE SPECIFICATIONS.
4	NEW WATER FOUNTAIN
5	EXISTING DOOR OR NEW DOOR AND FRAME TO BE PAINTED. REUSE EXISTING HDWE
6	INSTALL NEW DOOR AND FRAME IN EXISTING OPENING
8	PROVIDE NEW 1 1/2" DIAM. HANDRAILL SECURED TO WALL. MOUNT 36" A.F.F. AND PROVIDE 1' EXTENSIONS AT EACH END
9	PROVIDE NEW 1 1/2" DIAM. HANDRAIL 36" A.F.F. SECURED TO 42" HIGH GUARD RAIL. PROVIDE 1/2" PICKETS 4" O.C. MAX. PROVIDE 1' EXTENSIONS AT EACH END
10	PROVIDE AUTOMATIC DOOR OPENER
11	WALL MOUNTED CANOPY ABOVE
12	NEW 8" ROUND DOWNSPOUT
13	MOVE EXIST. DS TO HERE
14	EXISTING DS REMAINS
15	NEW CONC. SPLASHBLOCK
16	NEW CAMERA
17	NEW HORN STROBE
18	NEW PHOTOCELL FOR NEW EXT. WALL LIGHTS
19	NEW TV OUTLET
20	NEW TROPHY CASE
21	NEW RECESSED FLOOR BOXES FOR COM/TV/POWER
22	NEW CEILING FIRE ALARMS

GENERAL NOTES - FLOOR PLANS:

1. DIMENSIONS ARE TO FINISHED FACE OF STUD PARTITIONS, GRID LINES, FACE OF CMU, AND CENTERLINE OF COLUMNS, UNO
2. CLR DIMENSIONS INDICATE CLEAR DIMENSIONS FROM FACE OF WALL FINISH OR SIGNIFICANT ELEMENTS PER NFPA OR ADA
3. WALL TYPES DEFINE THE ENTIRE LENGTH OF A WALL ON THE WALL SIDE NOTED FROM CORNER TO CORNER UNO
4. MASONRY DIMENSIONS ARE DETERMINED PER WYTHE
5. FOR EXTERIOR WALL CONSTRUCTION SEE WALL SECTIONS
6. SEE DOOR SCHEDULE FOR DOOR FRAME TYPES AND DETAIL REFERENCES
7. SEE WINDOW SCHEDULE FOR FRAME TYPES AND DIMENSIONS
8. SEE FLOOR FINISH & FINISH SCHEDULE FOR EXTENTS OF FLOOR FINISH
9. REPLACE CONC SLAB THAT HAS BEEN REMOVED OR DAMAGED FOR NEW PLUMBING FIXTURE SANITARY LINES IN RENOVATED PORTIONS OF EXISTING BUILDING
10. WHERE WALL DEMOLITION OCCURS THAT UNCOVERS UNSEEN CONDITIONS, NOTIFY ARCHITECT AND OWNER IMMEDIATELY PRIOR TO COMMENCING WORK
11. WHERE WALL DEMOLITION OCCURS, MATCH INFILL WALL WITH ADJACENT AND SEAMLESS FINISH
12. WHERE EXISTING RECESSED ITEMS AND EQUIPMENT ARE REMOVED FROM EXISTING CMU WALLS, PROVIDE NEW CMU INFILL TO MATCH ADJACENT CMU WALL PER WALL TYPES. MATCH EXISTING COURSING AND JOINTS. TOOTH IN CMU AS REQUIRED IF PERPENDICULAR TO CUT COURSING

LIFE SAFETY INFORMATION

BUILDING INFORMATION :

PROJECT NAME: DELORIS A. BROOKS PARK
ADDRESS: 3226 OCMULGEE EAST BOULEVARD MACON, GA 31217
USE: GYMNASIUM
OWNER: MACON-BIBB COUNTY RECREATION DEPARTMENT

CODE ANALYSIS :

I. **APPLICABLE CODES**:
- NFPA 101 - LIFE SAFETY CODE (2012),
- RULES AND REGULATIONS FOR THE STATE MINIMUM FIRE SAFETY; CH. 120-3-20 MODIFICATIONS (2014),
- GEORGIA ACCESSIBILITY CODE FOR BUILDINGS AND FACILITIES; (GAC) - CH. 120-3-20(1997)
- INTERNATIONAL FIRE CODE (IFC) (2012),
- INTERNATIONAL BUILDING CODE (IBC) (2012),

II. **OCCUPANCY TYPE:**
- ASSEMBLY, GROUP A-3 (LSC 6.1.2)

III. **EXISTING BUILDING CONSTRUCTION TYPE:**
- TYPE IIB (IBC TABLE 602.2)
- TYPE II(0,0,0) (LSC TABLE A.8.2.1)

NEW BUILDING CONSTRUCTION TYPE:
- TYPE IIB (IBC TABLE 602.2)
- TYPE II(0,0,0) (LSC TABLE A.8.2.1)

IV. **BUILDING AREA:**
- ALLOWABLE: 2 STORIES @ 9,500 SF (IBC TABLE 503)
- 1 STORY @ 15,153 GSF TOTAL
- TOTAL ALLOWED AREA
  9,500 SF ALLOWED + 7,125 SF PERIMETER INCREASE
  = 16,625 SF ALLOWABLE AREA
- ACTUAL BUILDING AREA: 1 STORY @ 15,153 SF

V. **HOURLY FIRE RATINGS** (IBC TABLE 601, LSC TABLE A.8.2.1):

BUILDING COMPONENT	RATING	UL LISTING
- STRUCTURAL FRAME:	0 HOURS	-
- BEARING WALLS, EXT.:	0 HOURS	-
- BEARING WALLS, INT.:	0 HOURS	-
- NON-BEARING WALLS, EXT.:	0 HOURS	-
- NON-BEARING WALLS, INT.:	0 HOURS	-
- FLOOR CONSTRUCTION:	0 HOURS	-
- ROOF CONSTRUCTION:	0 HOURS	-
*IBC 2012 SEC. 706.6.1	1 HOURS	-

-KILN RM #103, EQUIPMENT RM#106, WARMING RM#112, STORAGE RM#113 MECHANICAL RM#114 ARE 2 HOUR RATED.

VI. **FIRE SUPPRESSION SYSTEM**:
- PORTABLE FIRE EXTINGUISHERS

VII. **FIRE SAFETY CONCEPT**:
- FACILTY PROTECTED WITH PULL STATIONS AND FIRE ALARMS

VIII. **OTHER LIFE SAFETY CONSIDERATIONS** (MOST STRINGENT OF APPLICABLE CODES GOVERNS):

A. **OCCUPANT LOAD**: (IBC TABLE 1004.1.2, LSC 7.3.1.2)
REFERENCE FLOOR PLAN FOR INDIVIDUAL LOADS TOTAL OCCUPANT LOAD = 325 OCCUPANTS

B. **EXIT DOOR CAPACITY** (IBC TABLE 1005.1, LSC TABLE 7.3.3.1)
- 0.2" EGRESS WIDTH PER OCCUPANT SERVED IN A UNSPRINKLED FACILITY
SEE LIFE SAFETY PLAN FOR REQUIRED AND PROVIDED EGRESS WIDTHS

C. **EGRESS DOORS** (IBC 1018.1)
- NO RATING REQUIRED

D. **DEAD END** (IBC 1017.3) = NON PROVIDED
- LSC TABLE A.7.6.1 ALLOWS 50', THEREFORE IBC 20' LIMITATION GOVERNS

E. **TRAVEL DISTANCE** (IBC TABLE 1016.2) = 250 FEET ALLOWABLE
- LSC TABLE 12.2.6.2(1) ALLOWS 250' FROM ANY POINT IN A ROOM TO EXIT MAXIMUM ACTUAL EXIT DISTANCE = 82'

F. **INTERIOR FINISH**
1. INTERIOR WALL AND CEILING FINISH (IBC TABLE 803.5, LSC 12.3.3.2)
INTERIOR WALL AND CEILING FINISH COMPLYING WITH 10.2.3 SHALL BE AT A MINIMUM REQUIREMENT CLASS A IN EXIT ENCLOSURES AND PASSAGEWAYS, CLASS B IN CORRIDORS, AND CLASS C IN OFFICE AREAS.

2. INTERIOR FLOOR FINISH (IBC 804.4.1) - CLASS II

WM2A ARCHITECTS
WM2A.COM
348 COTTON AVENUE
SUITE 500, P O BOX 110
MACON, GEORGIA 31202

Additions and Renovations of Delores A. Brooks Park

Macon-Bibb County Parks and Recreation Department

3226 Ocmulgee East Boulevard Macon, Georgia

REVISIONS

#	DATE	DESCRIPTION

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Date: 06/29/2018
Drawn By: KAW
Checked By: CG
Project Number: 2017-073
Drawing Name:

FLOOR PLAN - NEW WORK

Drawing Number:

A1-1

CONSTRUCTION DOCUMENTS
10/17/2025 11:40:11 AM

WALL TYPE (SEE A4-1)
STUD/CMU WIDTH
WALL TYPE MODIFIER
FIRE RATING

A 2 F 3

#	STUD WIDTH	CMU WIDTH
1	1 5/8"	
2	2 1/2"	
3	3 5/8"	
4		3 5/8"
6	6"	5 5/8"
8	8"	7 5/8"
12		11 5/8"

WALL TYPE MODIFIER

A. 5/8" GYP BD EACH SIDE (NO SAB: STC 45 / WITH SAB: STC 49)
B. 5/8" GYP BD EACH SIDE UL# U465, GA FILE NO: WP1200 (NO SAB: STC 45 / WITH SAB: STC 49)
C. (2) LAYERS 5/8" GYP BD EACH SIDE UL# U411, GA FILE NO: WP1546 (NO SAB: STC 50 / WITH SAB: STC 54)
D. (1) LAYER 1" GYP BD SHAFT SIDE, 2 LAYERS 1/2" GYP BD OTHER SIDE UL# U438, GA FILE NO: WP 7095 (NO SAB: STC 45 / WITH SAB: STC 49)
E. (1) LAYER 5/8" GYP BD EXPOSED SIDE ONLY (NO SAB: STC 45 / WITH SAB: STC 49)
F. NO SHEATHING
G. 7/8" HAT CHANNELS W/ 5/8" GYP BD EACH SIDE
H. 7/8" HAT CHANNELS W/ 5/8" GYP BD ONE SIDE ONLY
I. NOT USED
J. (1) LAYER 5/8" GYP BD EXPOSED SIDE ONLY, TEMPORARY INFECTION CONTROL WALL SEAL TO FLOOR AND DECK.
K. DOUBLE SIDED FURRING WALL - (1) LAYER 5/8" GYP BD EXPOSED SIDE ONLY OVER TWO LAYERS OF 2 1/2" METAL FRAMING, GYP BD TO BE FLUSH W/ CMU

FIRE RATING

0 NOT RATED
S PARTITION TO RESIST THE PASSAGE OF SMOKE
B 1 HOUR RATED SMOKE BARRIER
C 2 HOUR RATED SMOKE BARRIER
1 1 HOUR RATED FIRE BARRIER
2 2 HOUR RATED FIRE BARRIER / FIRE WALL
3 3 HOUR RATED FIRE WALL
4 4 HOUR RATED FIRE WALL

SYMBOL DESIGNATION

FOR WALL TYPES INDICATED TO RECEIVE SOUND ATTENUATION, EXTEND SOUND ATTENUATION TO FULL HEIGHT OF WALL UNLESS OTHERWISE INDICATED. REFER TO INDIVIDUAL WALL TYPE MODIFIER FOR STC RATINGS.

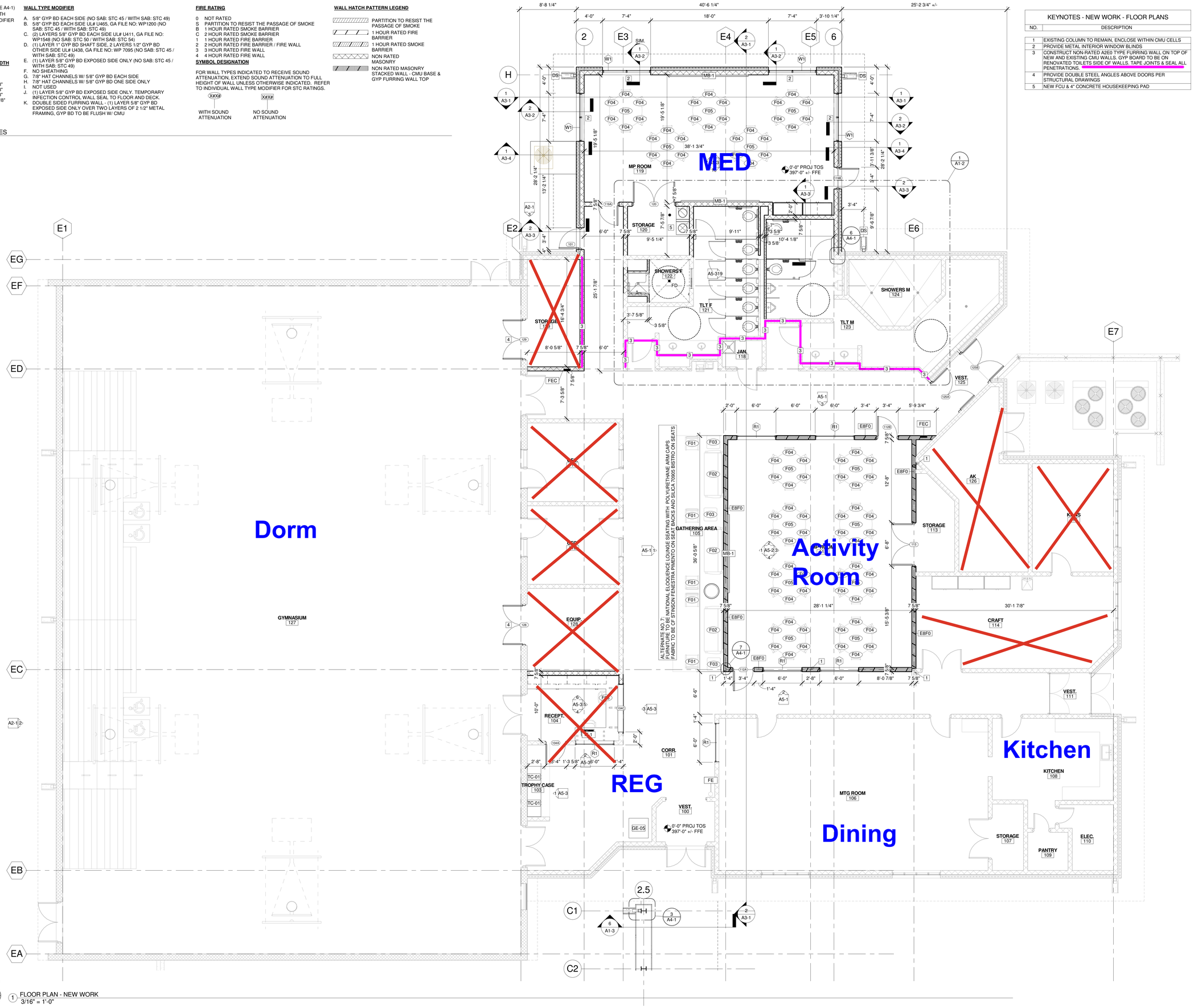
X#X# WITH SOUND ATTENUATION

X#X# NO SOUND ATTENUATION

WALL HATCH PATTERN LEGEND

- PARTITION TO RESIST THE PASSAGE OF SMOKE
- 1 HOUR RATED FIRE BARRIER
- 1 HOUR RATED SMOKE BARRIER
- NON RATED MASONRY
- NON RATED MASONRY STACKED WALL - CMU BASE & GYP FURRING WALL TOP

LEGEND - WALL TYPES
1 1/2" = 1'-0"



NORTH

1 FLOOR PLAN - NEW WORK
3/16" = 1'-0"

KEYNOTES - NEW WORK - FLOOR PLANS

NO.	DESCRIPTION
1	EXISTING COLUMN TO REMAIN, ENCLOSE WITHIN CMU CELLS
2	PROVIDE METAL INTERIOR WINDOW BLINDS
3	CONSTRUCT NON-RATED A2E0 TYPE FURRING WALL ON TOP OF NEW AND EXISTING CMU WALLS. GYP BOARD TO BE ON RENOVATED TOILETS SIDE OF WALLS. TAPE JOINTS & SEAL ALL PENETRATIONS.
4	PROVIDE DOUBLE STEEL ANGLES ABOVE DOORS PER STRUCTURAL DRAWINGS
5	NEW FCU & 4" CONCRETE HOUSEKEEPING PAD

WM2A ARCHITECTS
WM2A.COM
348 COTTON AVENUE
SUITE 500, PO BOX 110
MACON, GEORGIA 31201

RENOVATION & ADDITION TO NORTH MACON PARK RECREATION CENTER

BIBB COUNTY RECREATION DEPARTMENT

815 N MACON PARK DR
MACON, GA 31210

REVISIONS

#	DATE	DESCRIPTION

Date:	05/16/2016
Drawn By:	BEJ/SP
Checked By:	CG
Project Number:	2016-08
Sheet Name:	**FLOOR PLAN - NEW WORK**
Sheet Number:	A1-1

CONSTRUCTION DOCUMENTS

5/16/2016 4:07:17 PM

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH NFP CORPORATE SERVICES (SE), INC., IN AN ANNUAL AMOUNT OF $216,000.00 PLUS $7.50 PER 1095-C PROCESSED, TO PROVIDE EMPLOYEE BENEFITS INSURANCE BROKERAGE AND CONSULTING AND ACA MANAGEMENT SERVICES, TO BE PAID FROM THE GROUP INSURANCE FUND – SELF FUNDED – INSURANCE-PROFESSIONAL SERVICES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County utilizes the services of an insurance brokerage and consulting firm to assist in determining appropriate employee benefits and insurance offerings; and

WHEREAS, since 2019, by Contract C-19-0079, Macon-Bibb County has utilized NFP Corporate Services (SE), Inc. ("NFP") for the provision of such services; and

WHEREAS, to ensure the County receives the highest level of services at the best price, the County issued Request for Professional Services ("RPS") #25-026-LH on June 23, 2025; and

WHEREAS, RPS # 25-026-LH was published on Macon-Bibb County's Procurement Department website and posted to the Georgia Procurement Registry, where seven thousand five hundred ten (7510) vendors were notified of the opportunity to respond; and

WHEREAS, of the vendors notified, four hundred fifty-two (452) self-identified as African American-owned, one hundred ten (110) self-identified as Asian American-owned, five (5) self-identified as Hispanic/Latino-owned, fifty-five (55) self-identified as Native American-owned, and fifteen (15) self-identified as Pacific Islander American-owned; and

WHEREAS, on the published due date of August 7, 2025, ten (10) responses were received in Procurement, tabulated for responsiveness, and provided to a panel for evaluation; and

WHEREAS, after scoring by the panel, NFP was recommended for award of a new contract for employee benefit insurance brokerage and consulting services and ACA management services; and

WHEREAS, a copy of their proposed Scope of Work is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, NFP proposes to provide services described in Exhibit A at a rate of $216,000.00 per year for brokerage and consulting services and $7.50 per 1095-C prepared and issued for ACA purposes; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Mayor to execute an agreement with NFP for the aforementioned services, in the amount of $216,000.00 plus $7.50 per 1095-C, for a one-year term with two one-year renewal options; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with NFP Corporate Services (SE), Inc., in the amount of TWO HUNDRED SIXTEEN THOUSAND DOLLARS AND 00/100 CENTS ($216,000.00) plus SEVEN DOLLARS AND 50/100 CENTS PER 1095-C, for the performance of employee benefits and insurance brokerage and consulting services and ACA management services, to be paid from the Group Insurance Fund – Self Funded – Insurance-Professional Services line item.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes

and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Authorizing Agreement with NFP Corporate Services (SE) for Employee Benefits Insurance Broker and Consulting Services 3-11-26.docx

EXHIBIT A

I. SCOPE OF SERVICES

A. Liaison and Problem Intervention

1. *Act as liaison as required between MACON BIBB and insurance providers.*

NFP targets same-day response to all customer service issues. Stephanie Henderson, the dedicated account manager assigned to the County, will work diligently to communicate with the plan participants until an issue is resolved.

Over the years, NFP has established itself as a strong force in the national and regional employee benefits arena. As a result, NFP's service teams have established strong relationships with the carriers. Consequently, we can identify patterns or common issues that ultimately result in proactive avoidance of problems and a faster resolution. All the carriers have designated dedicated representatives with whom we work on escalated issues. NFP's department head of service conducts weekly calls with the dedicated representatives from each carrier or third-party administrator (TPA) to ensure the timely resolution of any outstanding issues. The HR department will receive a monthly summary of de-identified employee issues.

2. *Provide day-to-day consultation on plan interpretation and problem resolution, including, but not limited to, explanation of plans, assisting employees/retirees with selecting plans that meet their needs and geographic location, and transitioning retirees from early retiree plans to Medicare- coordinated plans.*

NFP is committed to continue delivering hands-on, responsive support to the County and your employees every day. Our approach to consultation is rooted in accessibility, clarity, and proactive problem-solving. We act as a direct liaison between you and insurance providers, ensuring that communication is seamless and that issues are resolved efficiently.

We provide daily consultation on plan interpretation and problem resolution, which includes explaining plan details in plain language, helping employees and retirees understand their options, and guiding them through the selection of plans that best meet their individual needs and geographic considerations. This includes support for transitioning retirees from early retiree plans to Medicare-coordinated plans, ensuring they experience a smooth and informed shift in coverage.

To support this, we assign a dedicated account team to manage ongoing inquiries and projects. This team is equipped to handle a wide range of issues from provider billing and claims disputes to vendor service problems and contract interpretation. Our goal is to provide timely, accurate, and compassionate assistance to employees, retirees, and HR staff.

This consultative model is not a service but rather a partnership. We embed ourselves into the County's benefits ecosystem, offering not only technical expertise, but also advocacy and strategic insight to ensure that every employee and retiree receives the support they need to make confident, informed decisions about their benefits.

3. *Provide timely customer service and assistance to staff, employees, vendors and retirees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.*

Claims disputes and other benefits-related questions or concerns are handled directly by our team on the employee's behalf. We serve as advocates and actively research and resolve issues efficiently and proactively. Client calls and emails are responded to in no less than 24 hours. Members can contact the employee service center (located in Marietta) or the dedicated service team for assistance with anything related to their employee benefits. Most issues are resolved quickly, but others can certainly take some time to conclude. A regular

cadence of communication will be established with the members for our team to keep them informed about progress or additional requirements.

The NFP service model is focused on providing an exceptional level of service. Your dedicated local service team handles claims issues, benefit questions, and all other forms of customer service for the employees of our clients. We seek to provide you with unparalleled service by acting as a direct extension of your human resources and payroll departments, giving you the ongoing support capabilities needed to administer your benefits efficiently and effectively. We will serve as a liaison between you and the various insurance carriers and service vendors, helping as needed with any claims, billing, or general service issues.

Your service team is led by an account manager. These are employees who have risen in our organization based on their communication skills, service skills, and attention to detail. Each service team includes a dedicated client support specialist (CSS). The CSS is responsible for processing and confirming eligibility for employees of their assigned clients, for billing reconciliation and data transmission to carriers, as well as for answering employees' claims questions and resolving other escalated service issues.

Our service center will be the main contact for most of your employees. These dedicated specialists act as an advocate for your employees and assist in the understanding of benefits, resolution of claims, appeals assistance, ordering new ID cards, online enrollment support, providing confirmation statements, and other general benefit assistance.

These local service teams, coupled with our employee advocates with support from our service center, are integral parts of our service model and represent another defining difference between NFP's service capacity when compared to other companies in the employee benefits field.

4. *Attendance as needed at meetings with MACON BIBB staff, employees, vendors and/or retirees to facilitate and assist in the management of MACON BIBB's employee benefits plans.*

We recognize that open enrollment is a stressful time of year for employers and employees. NFP is committed to providing hands-on support and employee education during this challenging time.

From annual open enrollment support to new hire individual enrollment assistance, our team members will be here to provide the expertise your organization requires. We will run group meetings to review the benefits programs followed by one-on-one participant meetings that may be scheduled on an as-needed basis. Health fairs provide an opportunity to inform employees of their benefits and the best way to use them. Health Risk Assessment programs help to inform employees of potential health issues and emphasize the value of regular wellbeing examinations. Our service team members can also schedule on-site, one-on-one sessions to address individual issues with employees as needed.

Below are some of the core functions we provide for our clients during open enrollment:

- Develop and continuously review effective communication methods to educate your employees on their benefits package.
- Develop and continuously review effective communication methods to educate your retirees on their benefits package and to inform them about open enrollment dates, times and locations.
- Deploy web-based video meetings that provide all employees with access to accurate consistent messages from the employer.
- Develop an enrollment guide that would provide information on eligibility, summaries of all available benefits, important phone numbers/web sites, the enrollment process, and timeline. After open enrollment, this guide can be modified for use with new hires throughout the year.

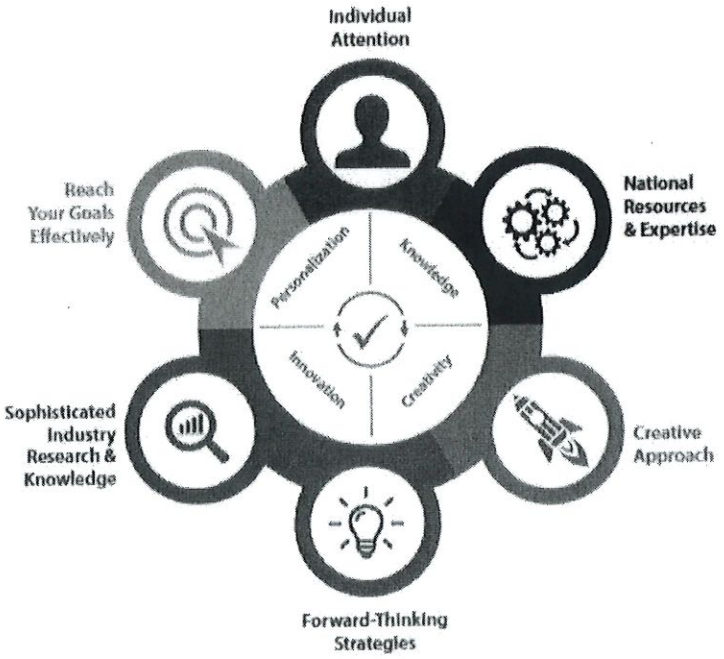
- Prepare a presentation for use in conducting employee education meetings related to the County's benefits programs. These meetings will be held on-site each month for all new hire orientations and at open enrollment.
- Coordinate with vendors to order meeting materials and arrange for representation at the meetings, as necessary.
- Track enrollment progress, as well as mailing of enrollment packets, ID cards, etc.
- Be your first call if you need assistance with eligibility issues, plan-specific questions, enrollment errors, etc.

5. *Act as an advocate or ombudsman in appeal, arbitration or court process between MACON BIBB and the providers on unresolved issues if needed; provide advice when needed to enforce MACON BIBB, employee, retiree or their dependents' rights.*

NFP serves as a trusted advocate for our public sector clients in navigating complex benefits issues. When disputes arise between clients and providers, whether through appeals, arbitration, or court proceedings, we step in as an advocate or ombudsman to help resolve them. We also provide expert advice to enforce the rights of employees, retirees, and their dependents, ensuring they receive the benefits they're entitled to. Our benefits advocacy team and service representatives are equipped to support clients through claims issues, denials, and appeals, offering hands-on guidance and resolution strategies every step of the way.

6. *Assist MACON BIBB in proactive mitigation of negative impacts or disruption of services to employees and retirees from benefit and/or provider network changes.*

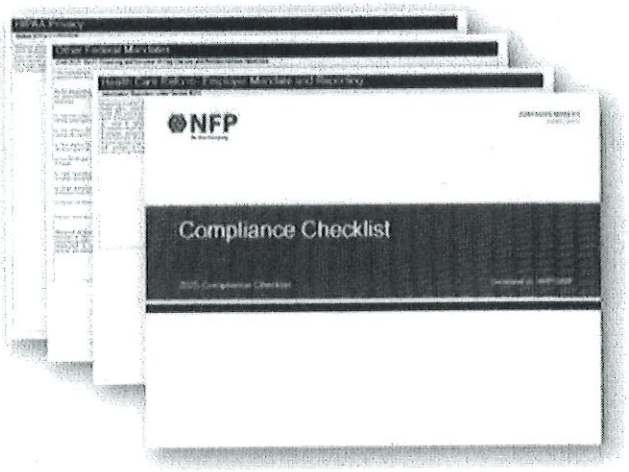
Yes, NFP will continue to support the County in proactively mitigating disruptions to employee and retiree services caused by benefit or provider network changes. During our tenure, we have saved the County more than **$16 million** without changes to your coverage, pharmacy plan, or payroll deductions. We anticipate much more success once the on-site clinic and wellness program are fully implemented.



B. Compliance

1. *Assist with ongoing plan administration and ensure that programs are in compliance with State and Federal legislation.*

NFP's dedicated, in-house compliance team monitors regulatory and legislative developments at both the state and federal levels. NFP will assist with keeping the County in compliance. Our expertise and significant national investment in this area uniquely position us to collaborate with you in building a successful, long-term strategic partnership. Our fully staffed team of benefits compliance attorneys are highly proficient in ACA, HIPAA, ERISA, etc. Should you need to speak to an ERISA attorney about a particular compliance issue or employee circumstance, we will assign a resource. Their services are included in our pricing. A member of your core team will coordinate these services.



Our Compliance Checklist Review can be customized by size and plan type. NFP uses the Compliance Checklist Review when conducting a benefits compliance audit. The checklist review highlights basic federal group health and pension plan reporting, notification, and disclosure responsibilities, including:

- Compliance requirements and timelines
- Regulation and penalty information
- Model language for required participant notifications and other disclosures

2. *Provide on-site training to MACON BIBB staff or more frequently, if needed, regarding plan or market changes, regulatory updates and/or best practice seminars for the effective administration of benefits plan.*

NFP can provide on-site training to the County's staff as needed, focusing on plan or market changes, regulatory updates, and best practice seminars. These sessions are designed to support the effective administration of the County's benefits plan and are part of our broader commitment to ongoing education and compliance readiness.

3. *Review, advise and disseminate information to staff on new or revised State and Federal legislation that impacts benefits programs.*

NFP utilizes a variety of methods to obtain and disseminate information to our clients. Our benefits compliance experts keep us informed about upcoming legislation through emails, webinars, study groups, etc. Other avenues we use to obtain information include our membership in professional organizations, continuing education required to maintain licenses, and our legal advisors.

We use a variety of methods to keep our clients informed. Our Benefit Management Cycle is designed so that we meet with our clients throughout the year, not just at renewal, so we can address important topics in person. One of our most valued tools, based on client feedback, is our *Compliance Corner* newsletter. Emailed on a bi-weekly basis, this newsletter keeps clients up to date with both national and state-specific information. We host seminars on relevant topics in the industry and webinars on topics that need immediate attention.

4. *Facilitate and work with County staff on an annual audit and ACA reporting requirements to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.*

NFP can partner with the County to support annual audits and ensure full compliance with ACA reporting and benefit plan requirements. We provide guidance on Forms 1094/1095, electronic filing, and employee distribution, while also offering toolkits, checklists, and timelines to meet federal mandates. Our compliance experts and digital resources help clients stay ahead of deadlines and avoid penalties, ensuring all mandated reporting and notice obligations are met with confidence.

5. *Develop communication materials and tools for conducting periodic dependent verification audits and other audits as determined necessary.*

NFP will develop communication materials and tools to support the County in conducting dependent verification audits and other necessary audits. These resources are part of our broader compliance services and include model notices, checklists, and timelines tailored to ensure regulatory alignment and effective employee communication. Our goal is to help clients maintain plan integrity while meeting all applicable compliance requirements. Data can be housed in bswift in each employee's individual file.

In the past, we have conducted this audit in conjunction with open enrollment. During educational sessions and other communications, we notify members that data is required to verify the status of a dependent to be covered on any of the benefits offered by the county. Typically, we request employees to provide a birth or marriage certificate, in addition to a copy of their social security card.

C. Annual Renewal Process and Evaluation

1. *Establish a strategy for benefits, both annually and three to five years in the future. Consider trends, prospective legislation, new delivery systems and geographic health-care practices to make long- term projections.*

Your account team will set up a strategic planning/benefits audit meeting where we will discuss our current understanding of your culture, employee demographics, employee benefits programs, the perceived value of the benefits programs, and any challenges or issues that you currently face or expect to encounter in the near future as they relate to employee benefits.

As a result of this strategic planning/benefits audit meeting, NFP will summarize and recommend an action plan, establishing short- (one year), mid- (three years), and long- (five or more years) term goals. This information will be provided to your benefits team, addressing immediate and future action items for consideration. Recommendations may include evaluation of carriers, exploring alternative funding arrangements, implementing plan design changes, benefits communication plans, wellbeing initiatives, employee surveys, and/or evaluating new benefits for your associates.

Careful strategic planning includes ongoing evaluation of your plan's characteristics to ensure a comprehensive and competitive benefits package is offered to your employees. We approach strategic planning by defining your objectives and developing an organized action plan based on meeting those objectives. Our approach is to coordinate the research, design, and implementation of your employee benefits programs to align with your employment culture and financial goals. Our process consists of the development, implementation, and management of a multi-year, long-term benefits strategy that incorporates the following:

- Determine objectives
- Benchmark, diagnose, analyze, and identify core cost drivers
- Proactively identify and evaluate recommendations

- Implement and communicate
- Review, analyze, and refine
- Closely manage problem areas and adjust processes

Our ability to provide clients with proven strategies while being flexible enough to adjust the process to their specific needs is vital to the achievement of our clients' goals and the success of our relationships.

2. *Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee and retiree benefit plans.*

We begin by conducting a comprehensive benefits audit, evaluating current plan design, benefit levels, premiums, communications, and overall plan quality. This includes benchmarking against industry standards, analyzing cost drivers, and identifying opportunities for improvement. Based on this analysis, we develop a multi-year action plan with short-, mid-, and long-term goals tailored to the County's objectives.

Our recommendations can include modifying plan designs to improve efficiency, adjusting benefit levels to better match employee needs, and exploring alternative funding arrangements. We also assess and enhance communication strategies to ensure employees understand and value their benefits, which contributes to better utilization and cost control.

Throughout the process, we collaborate closely with HR and finance teams, providing guidance on implementation and ongoing evaluation. This ensures that benefit programs remain competitive, cost-effective, and aligned with organizational culture.

3. *Recommend appropriate premium rates and rate structures and reserves to maintain the viability of the plans to ensure that quality and cost-effective benefits are provided by the plans.*

We begin by conducting a comprehensive review of your current benefit plans, including plan design, benefit levels, premiums, and utilization trends. This allows us to identify opportunities for cost savings and quality improvements without compromising the integrity of the coverage offered.

We recommend premium rates and reserve levels that are actuarially sound and aligned with both short- and long-term financial goals. Our process includes:

- **Annual estimates of renewal rates and cost trends** to support accurate budget forecasting.
- **Sensitivity analyses and financial modeling** to evaluate the impact of plan design changes and funding strategies
- **Benchmarking against industry standards** by using our proprietary database of over 2,500 employer groups, enabling us to compare plan performance by size, region, and industry.
- **Reserve adjustment analysis and actuarial opinions** to ensure that funding levels are sufficient to meet obligations while avoiding over-reserving

We also explore alternative funding models (such as self-insurance, captives, and reference-based pricing) and assess their viability based on the County's risk tolerance and financial objectives. Our predictive modeling tools help us identify cost drivers and forecast future claims, allowing us to recommend rate structures that are both sustainable and responsive to emerging trends.

Please see **Attachment B** for a sample actuarial modeling.

4. *Annual estimates of renewal rates and cost trends and assist MACON BIBB staff in budget preparation.*

NFP is a data-driven organization. As such, the process for developing cost projections begins with creating data transparency through a client-specific data warehouse (data is provided directly from the insurance carriers). Led by our highly skilled and credentialed in-house actuaries and financial analytics professionals, we work in conjunction with your finance and HR teams to set a budget with confidence and accuracy. Below is a list of the major items we would consider in our budget process, assuming this data is available:

- Prior two years' loss ratios and renewal calculation. For fully insured contracts, our internal underwriting team analyzes the carrier's renewal to better understand their pricing model and determine its accuracy.
- Prior two years' claims utilization and stop-loss impact (for self-funded contracts)
- Changes to plan design that have been implemented
- Claims on an incurred basis that include adjustment for incurred but not paid claims
- Changes to administrative contracts
- Leveraging effect of high-cost claims
- Claim trends for benefits utilization and unit cost assumption are forecasted
- Company's business plans that could influence the size and location of workforce
- Shifts among employees between plan options are anticipated in our forecasts
- Change in federal and state regulation
- Employee contribution structures
- Margins to absorb claim fluctuations

5. *Conduct thorough and applicable market research in preparation for contract renewals.*

NFP conducts thorough and targeted market research in preparation for contract renewals. We evaluate all benefit lines annually, monitor market trends, and assess rate guarantees and service performance. When needed, we proactively solicit competitive proposals to ensure our clients receive optimal value. Our actuarial and underwriting teams use benchmarking, pricing analytics, and vendor evaluations to support informed, strategic renewal decisions.

6. *Representation in all negotiations with providers on various topics, including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, and quality assurance standards.*

We will continue to serve as a strategic advocate for the County in all provider negotiations, ensuring that every aspect of your benefits program is aligned with your goals and budget.

We begin by conducting thorough market research and benchmarking to prepare for contract renewals. This includes analyzing cost trends, evaluating provider performance, and identifying opportunities for improvement. We then lead negotiations with carriers and vendors on your behalf, covering a wide range of topics including:

- **Premiums and rate structures**: We negotiate competitive rates based on actuarial analysis and market conditions to ensure cost-effectiveness without compromising quality

- **Benefit levels and plan design**: Our consultants recommend plan modifications that enhance value for employees while maintaining fiscal responsibility
- **Performance measures and guarantees**: We help establish measurable service-level expectations and tie a portion of our compensation to meeting those benchmarks, reinforcing our accountability
- **Contractual terms and conditions**: We review and negotiate contract language to protect your interests and ensure clarity in roles, responsibilities, and deliverables
- **Quality assurance standards**: We advocate for high service standards and continuous improvement, using scorecards and client feedback to monitor vendor performance

Our team collaborates closely with HR and key stakeholders throughout the process, offering transparency, strategic insight, and a commitment to delivering results.

7. *Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable.*

NFP makes strategic, data-driven recommendations for provider negotiations by analyzing plan performance, cost trends, and vendor service levels. We advise on benefit design and premium structures that balance value and affordability, and we benchmark against industry standards to ensure competitiveness. Our team evaluates vendor performance using service metrics and client feedback, recommending performance guarantees and quality standards where needed. We also assess return on investment for programs and propose adjustments to maximize impact. These insights guide our clients in negotiating terms that support sustainable, high-performing benefits programs.

8. *Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals.*

Establishing a timeline reflecting the benefits program needs and the County's calendar is a top priority. Determining the County's preferred communications strategy and enrollment preferences will be another priority.

NFP will work with you to understand the County's philosophy about employee benefits, your current benefits, and your goals for attraction and retention of employees. Additionally, we will review your current communications strategy and look for opportunities to ensure your employees understand the breadth of benefits and services available to them.

NFP has a meticulous and proactive approach to developing comprehensive RFP questionnaires to present to carriers. This is an integral part our standard services. The distinguishing value NFP offers is demonstrated by our ability to turn raw data results into useful and actionable recommendations.

Selecting best-in-class benefits program designs and vendors requires an effective game plan that is consistent with establishing and understanding your objectives. Clients typically look to us to facilitate and support the entire process.

Using our robust RFP database, we can effectively draw from a wide variety of benefit lines and carrier-specific questionnaires and scorecards to begin the process. Entirely independent from all insurance carriers, our process includes the following:



- Select benefit line and carrier-specific RFP from our database and customize to meet client needs
- Utilize industry experience and client feedback to determine the list of vendors that will receive the RFP
- Aggressively manage the RFP process and hold carriers to firm deadlines
- Aggregate data and prepare a scorecard, which is designed to weigh different elements of the RFP according to the client's desires and our counsel
- Utilize market leverage, plan analysis, and in-house underwriting to negotiate the most competitive offering
- Perform contract and carrier due diligence (client site meetings and/or carrier site meetings)
- Evaluate and select a provider with client and prepare for implementation

RFP Scorecard

Based on client priorities, we present the results of our RFP to clients in a clear, concise, and easy-to-understand manner. This allows us to discuss the pros and cons of each alternative with respect to several critical factors:

- Cost
- Service
- Administration
- Brand recognition
- Network access
- Financial rating
- Technology
- Comparable clients
- Investment options (if appropriate)
- Value-added resources (wellbeing, disease management, etc.)
- Client compatibility
- Communication

Plan Design

Each year in June, NFP will meet with you in our pre-renewal meeting to discuss carriers, rate guarantees, and product satisfaction to determine the level of marketing required. We also ensure our clients are on the leading edge of tracking benefits trends—what is prevalent, what is changing, and how effectively these plans are meeting the needs of public-school employees.

Part of the selection process includes the identification of competitive practices and plan design alternatives. We will list and describe the various features and options available in the marketplace. Utilizing our actuarial modeling tools to quantify the impact of such design alternatives can have an impact on carrier selection and is critical to the process.

We then survey the marketplace and make alternative proposals. Our first goal is to always optimize your current carrier arrangements. However, obtaining alternative proposals remains an effective strategy during the renewal process. Upon completion of our internal and external analysis, and armed with the appropriate level of intelligence, we will coordinate meetings with the respective carriers.

Negotiation

Marketing results from carriers are brought back to the County benefits administration in August to evaluate and choose carriers and products. Once negotiations begin, the extensive underwriting, financial, and analytical ability of our staff enables us to identify opportunities and challenges other brokers and consultants miss. This puts us at a distinct advantage when negotiating with carriers and vendors on your behalf. We can dive into the financial components that drive a rate and intelligently negotiate it at the best price.

NFP has built a database of all marketing and renewal information. In addition to tracking individual client renewals and carrier rate concessions, we also track performance guarantees, plan design decrements, plan

design attributes and associated costs (tied to geographic region and demographics), and carrier data reporting availability. This data is updated throughout the year as we renew client business. This helps us to negotiate the best possible deal for each of our clients.

NFP has a proven ability to effectively negotiate with carriers and deliver the best possible value to our clients.

Our first goal is always to optimize the client's current carrier arrangements; however, obtaining alternative proposals remains an effective strategy during the renewal process. Upon completion of our internal and external analysis and armed with the appropriate level of "intelligence," we will coordinate meetings with the respective carriers.

9. *Provide communication development and support for the annual open enrollment period, new benefit offerings and/or changes to the existing benefits offerings.*

The NFP team will partner with the County's leadership and HR staff to coordinate a customized communications strategy that extends beyond annual open enrollment. Though each NFP client has a unique set of communication needs, our goal is to elevate each employee's understanding and appreciation of their benefits package. Our flexibility in designing custom communications campaigns for our clients will allow us to listen to the goals and challenges of the County's HR staff and design a custom employee communications strategy that addresses these needs. Our in-house marketing team has experience developing custom print materials as well as Intranet- and HTML-compatible web-based material. We value our client's feedback and constantly update our communications strategy based on what has been successful for the client in the past and offer suggestions on areas that have presented challenges.

The NFP team will coordinate with your HR team and relevant insurance carriers to ensure all plan documents are accurate and delivered in a timely manner.

The NFP team will be actively involved in the County's annual enrollment event from initial planning through the completion of the enrollment. We can provide custom benefits guides, announcement emails/letters, posters, home mailers, and payroll stuffers—all aimed at increasing employee knowledge and participation in the enrollment event. The NFP team of benefits specialists will be available to conduct both group and one-on-one meetings to communicate plan changes and answer employee questions.

We have found that the most effective way to communicate a consistent message to employees is to stay engaged throughout the year. We will work with the County's team to coordinate a monthly employee communications campaign that could be delivered through an internal company intranet or sent to employees via email. Based on client needs, these employee newsletters can include a range of topics from smoking cessation initiatives to company fitness contests to something as simple as birthday announcements. We can also coordinate health and wellbeing events throughout the year such as flu shots, cholesterol, and blood pressure screenings and full biometric screenings.

Our communication offerings are customized to your needs. While we offer a broad spectrum of communication tools, you will want to choose only those most effective for your population and needs.

10. *Assistance and coordination of the annual Benefits Fair and Open Enrollment process and annual benefits enrollment reconciliation.*

Open enrollment is a stressful time of year for employers and employees. NFP is committed to not only providing hands-on support during this challenging time, but also much needed employee education.

Once the County has selected its benefits and the enrollment platform has started to be built along with the buildout of the enrollment guide, we then work with the benefits administration staff in September to organize the enrollment process. We establish the locations, dates, and times to be on site for employee education and

enrollment support. This is determined by your benefits team working with the County administrators to determine the best date based on current activities and training.

Open enrollment will be held in the month of October each year.

We support on-site enrollment to improve employee education and familiarity with their personal benefits and updated beneficiary designations. Our salaried enrollment counselors are paid a set daily amount and NOT paid based on sales or commissions. Our enrollment counselor's primary role is to provide personalized education and assistance to your employees to ensure they understand the benefits made available to them through the County. Through this per diem arrangement, we help remove the pressure-sale component of the benefits enrollment and create an enrollment experience that puts your employees at ease.

With enrollment dates and sites set, NFP will develop an enrollment calendar for employees to sign up to meet with benefits counselors at their location. This allows for expedient enrollment sessions that typically last no longer than 20 minutes and reduces waiting time for employees. This calendar is made available about two weeks prior to enrollment and helps NFP to effectively staff the enrollment.

An enrollment session lasting 20 minutes will verify employee demographics, dependents, and current coverages. The next step is to go through the benefits and confirm or change the benefit coverage or tier. The employees can see a running total of their benefits and what impact it has on their take-home paycheck. Once this is done, beneficiaries are confirmed or changed, and then the employee confirms coverages are correct, and a confirmation statement is provided to them for comparison to their first paycheck in January.

Since open enrollment occurs prior to the release of the updated contribution limits to your flexible spending account, NFP will re-open bswift in early December to allow your folks to update their selection in accordance with any changes to the allowable amount.

D. Other Service Requirements

1. *Assist in the facilitation and implementation of an employee wellness program to improve employee health and reduce employee and retiree health-care costs, both in the short-term and in the long-term.*

Ebony Marbury's primary responsibility is to assist the County design and implement worksite wellness programs that are cost effective and provide optimum results. She guides our clients through all aspects of program design, marketing, and implementation. Ebony can assist the County in the development of RFPs, response evaluation, finalist interviews, or any other capacity the County desires.

VITALITY AND WELLBEING SOLUTIONS

In addition to the services provided by Ebony, NFP has a robust wellbeing consulting platform. Our mission is to provide a suite of integrated health optimization programs and resources to our clients and their employees that promote a culture of health and wellbeing. This culture leads to positive lifestyle behavior changes, heightened personal performance, and reduced health expenditures, creating a healthy, long-term work/life balance.

Our Purpose

At the base of workplace wellbeing and engagement lies one crucial piece of an organization's success: its people. NFP's Vitality and Wellbeing Solutions Practice is focused on one not-so-simple task: making work better by elevating employee wellbeing. The complexity of this task is directly correlated to the complexity of its foundation – people are complicated. Wellbeing means something different to everyone, and companies are facing the most varied workforce to date. We are here to help implement wellbeing, and in turn, create positive, meaningful change for you and your employees.

We recognize that this is easier said than done. The process of change can be messy, intimidating, and difficult to measure. Companies who are willing to do this work transform from an organization that simply practices

wellbeing into a well company. Well companies enjoy key elements of success, including productivity, retention, engagement, attraction, appreciation, and innovation. They also own the satisfaction of caring for their greatest asset: their people.

Our Practice

To reach as many employees as possible, we recommend a holistic approach. We will work with the County to review all of the various facets of wellbeing:



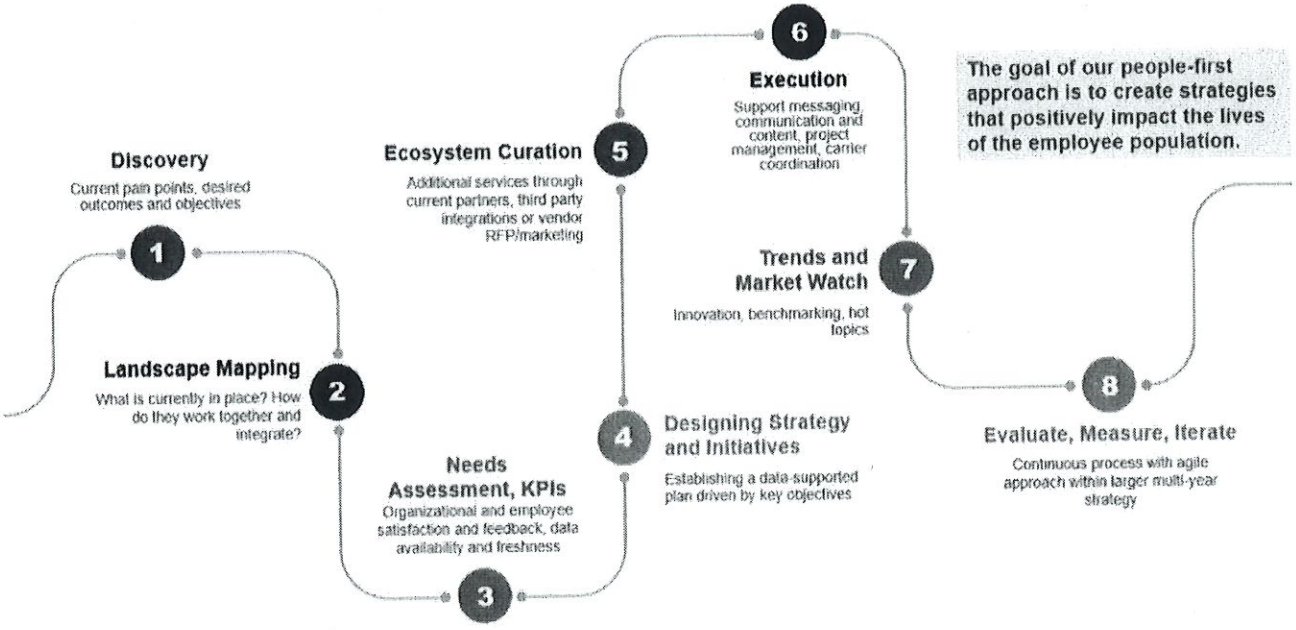
NFP will provide fresh, relevant content to support your wellbeing initiative, at no additional cost to the County. We support both HR and employee education, training, and resources centered around helping the County's workforce thrive in every area of their life. Throughout the year, we promote and notify you of offerings that include:

- **Monthly Newsletters/Weekly Tips/Infographics** – Ready to share with employees
- **Virtual Seminars** – Featuring various wellbeing topics and speakers
- **Annual Health Promotion Calendar** – A brainstorming catalyst with sample programming
- **Workplace Wellbeing Trends Report** – A look at the top trends in the market
- **Wellbeing Launch Pad** – A comprehensive resource for starting a movement

Our Consulting Services

When clients are ready, willing, and able, we are available to develop strategies, policies, communications, and programming that will transform their workplace into a well company with a human-centric, healthy culture. Wellbeing is now a business imperative – not a "nice to have." We pride ourselves on having the experience and expertise to help the County clarify your needs and chart a path forward to accomplish your goals with empowering and innovative insights and strategic proficiency.

As your strategic partner in promoting a culture of health and wellbeing, we will help guide the County to integrate resources, tools, and benefits that enable your employees to do their jobs effectively and live a happier life. We will leverage all available data sources to make critical decisions for strategically solving organizational challenges and measuring the success of initiatives. Our process includes:



NFP can also offer carefully curated, relevant materials and innovative, engaging events that are available to the County and your employees at no added cost. This includes:

- Virtual webinars and workshops throughout the year for clients and their employees
- Annual workplace wellbeing trends training
- Annual calendar with monthly materials aligning with health promotional topics
- Proprietary collection of resources to launch your wellbeing program
- Wise & Well Training Center – resources for your employees to build resilience, improve focus, and handle life's stressors
- Trending topic toolkits

We also maintain connections with market leaders to match clients with the right vendor partners based on goals, culture, demographics, and budget.

We know how wellbeing can be challenging to discuss. Since wellbeing is now considered a business imperative, we are positioned through this practice to help the County improve the lives of your employees and the health of your organization. No matter where the County is positioned on your wellbeing and engagement journey, we can help you take the next step in realizing the power of having a healthy, connected, high-performing organization.

2. *Assist in the development and/or purchasing of web site technologies to support on-line enrollments, changes and employee education to assist employees/retirees in self- management of benefits, and to reduce the related administrative demands on MACON BIBB staff.*

NFP continues to provide bswift to the County at no cost. Bswift is available for employees to enroll, access plan information, and can be used by benefits administrators to manage daily, monthly, and annual benefits administration.

Additionally, NFP will provide a benefits landing page for employees to access their benefits package that may be linked to the County's benefits web page. This page will provide access to an open enrollment guide, plan documents, videos, forms, and general benefits needs. We will be introducing NFP Connect for the upcoming enrollment for 2026. Please see our response to the next question for a link to a sample NFP Connect landing page.

3. *Recommend and help develop enhancements and improvements for communications specific to the needs of the MACON BIBB's employees and retirees, including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, employee handbooks and employee orientation.*

Our philosophy is to arm your benefits team with as many resources and your employees with as much information as possible to allow each person to make an educated decision regarding the optimum benefit plan election for their family situation. Employee benefits are more complex than ever, and the impact of making a poor choice can be devastating to an individual employee. Making benefits decisions from a wide array of increasingly complicated and costly health care plans and voluntary benefits can be overwhelming. Different employees have different coverage needs. To assist your employees, we provide the following forms of employee benefit communication for our clients:

- Customized enrollment guides
- On-site employee education
- On-site employee enrollment support
- Total compensation statements
- Benefit specific videos
- Voiceover PowerPoint presentations
- Voiceover version of digital enrollment guide

Using the link below, you can review a sampling of our work by accessing the NFP Connect landing page:

https://digital.nfp.com/vlp/COB

4. *Provide timely research and responses to technical questions posed by MACON BIBB staff.*

NFP is committed to delivering timely, expert responses to the County's technical questions. Our service model includes a 24-hour response window for HR-related inquiries, supported by dedicated teams and proprietary tools. The County will benefit from strategic guidance grounded in data analysis, benchmarking, and financial modeling. NFP's consultative approach ensures that recommendations are tailored, actionable, and aligned with both your goals and employee needs.

5. *Provide regular and timely communications needed for the effective administration of benefit plans.*

NFP provides regular and timely communications essential for the effective administration of employee benefit plans.

We understand that clear, consistent communication is the foundation of a successful benefits strategy. That's why we deliver proactive, multi-channel messaging throughout the year, not just during open enrollment. Our communications are designed to educate, engage, and empower employees to make informed decisions about their benefits.

We leverage a variety of tools and platforms, including email campaigns, intranet content, digital guides, and interactive portals.

NFP continuously evaluates and enhances our communication strategies. We use digital messaging, on-site promotions, and decision-support tools to ensure employees receive timely updates and understand their options. This approach has been shown to increase confidence in benefits decisions and improve engagement.

Our commitment to communication extends beyond plan details. Through platforms like NFP Connect, we offer a unified digital experience that supports real-time access to benefits information, provider search, cost transparency, and telehealth services. This ensures employees can manage their benefits efficiently and with confidence.

6. *Provide guidance and recommendations on items such as, but not limited to, trends in benefits plans, methods for improving cost containment, financial arrangements and administration.*

NFP provides strategic guidance on benefits trends, cost containment, financial arrangements, and administration through a data-driven, consultative approach. We assess current plan performance, benchmark against market standards, and deliver tailored recommendations that align with organizational goals. Our consultants explore cost-saving strategies such as limited networks, PBM coalitions, and alternative funding models, while also evaluating administrative platforms for efficiency. These insights are delivered through a structured roadmap with measurable milestones, ensuring benefits programs remain competitive, sustainable, and aligned with evolving workforce needs.

7. *Provide access to published benefit-related survey information.*

NFP provides access to published benefit-related survey information through a combination of proprietary tools, national databases, and customized reporting designed to support strategic benefits planning and benchmarking.

We maintain a robust internal benchmarking infrastructure, including the NFP Proprietary Benefits Plan Benchmarking Database, which aggregates detailed plan data from over 2,500 employer groups across 45 states and 442 NAICS classifications. This allows us to generate comparative reports by employer size, industry, and region, helping clients evaluate the competitiveness and cost-effectiveness of their benefits offerings.

In addition to our proprietary resources, we leverage national surveys such as the Kaiser Family Foundation's Employer Health Benefits Annual Survey and Willis Towers Watson's *General Industry Employee Benefit Policies & Practices Report* to supplement our insights.

The County also benefits from access to Benefit SpecSelect (BSS), a web-based platform that enables self-service benchmarking across a wide range of benefit categories, including health, welfare, retirement, and work-life programs. BSS allows the County to filter data by company size, industry, and geographic region, and to compare plan design details, cost-sharing arrangements, and eligibility requirements.

Beyond published surveys, NFP supports the development and administration of custom employee surveys and focus groups. These tools are used to gather feedback on employee perceptions, satisfaction, and understanding

of their benefits, and are often used to inform plan design decisions. Survey results are presented in full-color charts and tables, offering actionable insights for HR and leadership teams.

8. *Develop and provide additional benefits to communications specific to the needs of MACON BIBB's employees and retirees.*

Our communications strategy begins with a collaborative planning process to understand the unique demographics, preferences, and access needs of the County's workforce. We then design a customized communication plan that includes a mix of digital and print formats (such as benefits guides, flyers, signage, videos, and mobile-accessible content) to ensure broad reach and comprehension across all employee and retiree groups.

To enhance engagement, we use a white-label approach that reflects the County's brand identity, and we embed direct links to enrollment tools and resources. We also incorporate feedback mechanisms to capture employee sentiment and track engagement, allowing us to refine messaging and delivery methods over time.

Our communications are not limited to open enrollment. We support year-round education through webinars, face-to-face meetings, and digital campaigns that reinforce key benefit concepts and promote informed decision-making. This ongoing engagement helps employees and retirees become more confident, cost-effective consumers of their benefits.

As stated previously, we will be launching NFP Connect for the upcoming open enrollment in October. NFP Connect is an integrated digital platform that combines frictionless access to best-in-class technology with an enterprise-wide data aggregation framework. Through NFP Connect, we can:

- Fully customize benefits landing page benefits education and other communications
- Provide real time access to your claims data, reporting, benchmarking, and benefits communications
- Provide access to proprietary data and AI-supported data enrichment
- Create customized and dynamic data visualization
- Exchange data, documents, and other sensitive information securely and privately (no more emails)
- Deliver content digitally

9. *Develop and/or assist in developing and evaluating employee/retiree needs and satisfaction surveys.*

Employee surveys function as a communication tool that provides feedback for the employer when considering any plan alterations. All surveys are customized to the employer and distributed anonymously online. NFP collects this information to aid the employer in selecting a benefits package that best suits employee needs.

The employee benefits survey is designed to capture employees' attitudes, perceptions, and understanding of their company's benefits package. You can choose to use both stock templates and questions or fully customize the survey with questions specific to your employee group. Surveys can be administered either online or by paper. The results are formulated in full color charts and tables that give you quantitative data about your employees and their perceptions about the benefits that you provide them.



LEARN YOUR EMPLOYEES' PERCEPTIONS ABOUT

- Overall Benefits Package
- Retirement Options
- Voluntary Benefits
- Wellness Initiatives
- Job Environment
- Work/Life Issues
- Flexible Spending Accounts
- Prescription Drug Benefits
- General Concerns



KEY FEATURES

- Customizable Questions and Answers
- Web- or Paper-Based
- Confidential and Anonymous
- Minimal Time and Effort Required by the HR Department

NFP utilizes employee focus groups as an effective means of engaging, educating, and soliciting input from a cross-section of the organization. We work with clients to identify the goal of the focus group and to determine appropriate representation. We develop all materials, facilitate meetings, and distribute meeting notes to all participants.

10. Manage plan transitions as necessary.

We agree to continue to manage plan transitions as they occur. Fortunately, we have been able to mitigate the need for plan transitions during our tenure as your broker by leveraging our position and competitive data to keep our plan options stable and consistent. We successfully transitioned the County's benefits program from a paper-based process with multiple vendors offering duplicate policies through commission-based salespeople. We were able to successfully develop a comprehensive group-based benefits program that provided savings and guarantee issue access to coverage. We were able to successfully develop and have maintained your benefits administration system (bswift) to accommodate electronic interfacing with your in-force carriers. Our team has been able to successfully customize bswift to accommodate a complex group setup with different benefits, pricing, and eligibility requirements. (ie: Former City/Former County/Macon-Bibb/Outside agencies/retirees/)

11. Review and evaluate current administrative processes related to enrollment and billing. Recommend and assist with implementation of administrative process enhancements.

We evaluate enrollment and billing processes by analyzing workflows, data accuracy, and system integration. Our team identifies inefficiencies and recommends enhancements, such as automated data feeds, smarter billing tools, and streamlined eligibility tracking. We support implementation through platform configuration, vendor coordination, and ongoing management, ensuring improved accuracy, reduced administrative burden, and a more efficient benefits experience.

12. Generate RFP and provide assistance in issuing RFPs for Wellness and Disease Management Vendors, Nearsite/Onsite Clinic.

We confirm we can provide this service. Please see our response earlier in the Annual Renewal Process and Evaluation section which further details our RFP process.

13. *Provide assistance in evaluating and consolidating supplemental insurance products to "Best in class" carrier, plan design, etc.*

Just as we did in 2020, we will continue to guide the County through the evaluation and consolidation of supplemental insurance products by applying a structured, data-driven approach that aligns with your strategic goals. Our process begins with a comprehensive assessment of the County's current offerings, including plan design, carrier performance, employee engagement, and cost-effectiveness. We then benchmark these products against industry standards and emerging trends to identify opportunities for improvement and consolidation.

Through our Totalis Consumer Benefits Solutions (TCBS), we will effectively leverage our voluntary benefits book of business, industry expertise, and strategic relationships to provide our clients with the best options available in the market.

Our core supplemental benefits partners include:

- Aflac
- Chubb
- Colonial
- Lincoln
- Mass Mutual
- The Standard
- Reliance Standard
- SunLife
- Unum
- Voya

14. *Work collaboratively with other Consultants as well as County staff and manage plan transitions as necessary.*

Agreed.

Project Approach/Timeline

- *Provide a detailed plan for accomplishing the Work.*

NFP's benefit management process is a customized continuum of events, processes, and tasks—including in-depth analysis and strategic planning—aimed at ensuring your objectives are met year after year. In addition to key benefit cycle milestones, we include comprehensive support services provided by your NFP consulting team throughout the entire year.



Q1 – Post-Annual Enrollment Review Health Risk Management Review

Q2 – Mid-Year Strategic Planning

Q3 – Competitive Market Survey Renewal and Market Survey Results

Q4 – Open Enrollment Communication
Employee Education
Annual Enrollment

Based on our knowledge of the County, we will continue to develop a road map for both your short- and long-term strategic plans that include comprehensive wellness and on-site clinic services. Once this report is complete, we will present it to your executive team, prioritize the findings and create both short- and long-term action plans. On an annual basis at our Mid-Year Strategic Planning Meeting, we will establish a game plan for the upcoming renewal based upon your short-term goals and the evolving marketplace and simultaneously update our long-term strategic plan.

To ensure that we maintain focus on the execution of the strategic plan as well as the overall management of your program, NFP will hold meetings throughout the year.

Once we have gathered enough data and information to recognize the trends impacting the current plan year, we hold a Mid-Year Strategic Planning Meeting. Utilizing this information in conjunction with normative data specific to plans of your size, NFP will conduct a detailed analysis of your existing program and propose program changes and items for consideration. This can include standard areas such as network performance, funding analyses, plan design changes, carve-out strategies, and implementation of health management and wellness programs. It can also include innovative strategies such as high-performance networks, value-based plan design, patient-centered medical outcomes, and accountable care organizations. Once we identify areas for analysis and implementation, we will add these items to the benefit blueprints.

At the end of the second quarter, armed with six months of performance data, NFP will conduct a Pre-Renewal Meeting. At this meeting, we will project plan costs for the next year using our internal underwriting models. This will help us determine our marketing strategy. We will also be able to project the general impact of any proposed changes to the current plan design, including dynamic contribution and plan design modeling. We will also conduct a full network discount and provider disruption analysis.

Approximately six to eight weeks after the Pre-Renewal Meeting, we will conduct a Renewal Meeting where we will review the marketing results and finalize plan design, contribution strategies, and pricing. At this meeting, we will also implement the employee communication plan, outlining any plan design changes, as well as an enrollment process for the upcoming plan year. Following the meeting, we will set up and conduct (if desired) employee enrollment meetings, coordinate vendors, and prepare employee communications. We will ensure the enrollment process is completed in a timely and accurate manner.

Post enrollment, at the start of the following plan year, we will hold a Stewardship Meeting. At this meeting, the NFP account management team and your HR staff will review plan performance for the recently concluded plan year. We will review the progress and success of any strategic initiatives. We will also take this opportunity to review any issues raised during the enrollment meetings and set the agenda for any employee meetings or seminars to be conducted during the current plan year.

At each of these meetings, we will analyze current plan performance, comparing it to prior year and plan projections. In addition to these structured meetings, NFP will create a comprehensive calendar and timeline that outlines the key planning initiatives, timing to complete those initiatives, and responsibility within the team to ensure success.

We set this annual strategic calendar for our clients at the onset of the plan year. While this can be a fluid document, since the needs of our clients change daily, we believe outlining timeframes and deliverables is a crucial component to a successful benefit plan. In the strategic calendar, all aspects of the above items are addressed with deadlines and timeframes.

NFP is committed to meeting your standards for responsiveness, quality, and stability. We have implemented specific processes and procedures to ensure our quality standards relating to the accuracy, completeness of, and client satisfaction with our work and performance.

Our Approach



We have simplified the explanation of our approach to providing consulting and brokerage services as our Methodology and Approach.

- **Discovery** – Collecting vital information about your company, current benefit plans, and employees
- **Gap Analysis** – Identifying missing plan elements and ways to improve performance
- **New Strategy** – Providing recommendations to optimize the plan
- **Product and Service Selection** – Reviewing and selecting the best product and service mix for you
- **Implementation** – Managing, administering, and communicating changes to your benefits plans
- **Service Model** – Acting as an extension of your HR/Finance team for you and your employees
- **Ongoing Service and Performance Monitoring** – Creating opportunities for feedback to ensure optimum impact on the organization, plus regulatory training and compliance

STEP 1



NFP will work with you to understand the County's philosophy about employee benefits, your current benefits, and the goals you have for your benefits plan and for your organization. We want to understand your employees - not just their claims history, but also their needs and expectations from a benefits program and other factors such as their tolerance for change and benefits they are requesting.

Understanding Your Benefits Philosophy

Gaining an understanding of your competitive position and your benefits philosophy creates the basis for building a strategic direction for the future. From what we have read and derived, our assumption at this stage is that the County is looking to take an active approach in designing a benefits program that enhances the County's culture, mission, and ability to attract more individuals. Like us, you see benefits as an investment in your employees' physical, mental, and financial wellbeing as they serve as key components in the attraction and retention of talent. We understand that benefits and retirement are two major components of your employees' total compensation, and it must be protected through all measures available.

Assessing Your Current Benefits Position

We will review your benefit offerings, plan design, current carriers, service providers, administration, and funding. In addition, we will review your communications strategy and look for opportunities to ensure your employees understand the breadth of benefits and services that are available to them.

STEP 2



After reviewing the necessary information in the Discovery phase, we will conduct an in-depth analysis of your overall benefits package and make recommendations based on our findings. As part of this process, we provide detailed and thorough analysis in specific areas, including in-depth claims analysis, network analysis, and benchmarking reports.

Ultimately, we will help you determine what is important to the success of your plan, assist you in setting appropriate goals, and then help you achieve those goals.

STEP 3

Set New Strategy

We will provide you with formal recommendations to set the new strategy for your organization's benefits. Considering both your financial and cultural objectives, the needs of your employees, your competitive position, and your strategic plans, we will prepare recommendations to include opportunities for savings, alternate plan design considerations, employee engagement options, and new products or services not currently being offered. Your NFP team will partner with you to evaluate plan designs in the context of emerging industry trends and changing regulations, in addition to the other factors already noted.

The focus areas will vary depending on our analysis and the feedback received during the Discovery and Gap Analysis steps, but may include additional items.

As your consulting brokerage team, it would be unusual for us to recommend a total overhaul of your benefits for the first plan year. Because we have a long-term partnership mindset, we will build a strategy to be implemented over a three- to five-year timeframe. We will begin to address the primary cost drivers immediately and will phase in other changes over time.

STEP 4

Product and Service Selection

Your NFP team will work with various insurance carriers, TPAs, pharmacy benefit managers, and other vendors to create the optimum plan design for the products to be offered to your employees.

There are many viable, A-rated carriers and vendors available in the benefits market. Due to our overall block of business and experience in the insurance marketplace, NFP has developed preferred broker relationships with multiple carriers that have proven themselves to be service-oriented, creative, flexible, and consistent. We effectively leverage these relationships to create a competitive situation that ultimately results in improved pricing, higher guaranteed-issue amounts, and lower participation requirements.

NFP doesn't consider any firm to be an exclusive carrier or vendor because we will not limit our flexibility in providing you the best, unbiased, options for your benefit. Our responsibility is to leverage our relationships on your behalf to secure the products and solutions that provide the most value for you and best meet your needs.

Once we have established the type of plans, products, and services to be included in your benefits package, we begin the process of soliciting bids from the appropriate carriers and service vendors. We prepare and submit RFPs and analyze the responses to those RFPs. Throughout this process, we also negotiate with carriers and vendors to obtain the most competitive price and performance guarantees available. We gather all the carrier and vendor proposals, then we present their proposals in a format that allows you to easily compare the details of each.

Based on your preferences, past experience, and our industry insight, we will select the appropriate products and services and negotiate contracts to meet the needs of the organization and your employees. We will work with each selected carrier to develop an implementation timeline. And, to make certain that you continue to have the optimum plan, your NFP team performs marketing efforts and analysis on an annual basis.

It is not our intention to frequently change the carriers or TPAs utilized by your organization. Our preference is to use competitive data from the marketplace to leverage your renewal with the incumbent carriers unless there is an issue with the service provided.

STEP 5

Implementation

At NFP, we understand that our clients are searching for more efficient methods to manage, administer, and deliver employee benefits to their employees. They are not only looking for cost-effective solutions, but also user-friendly tools and resources that heighten the employee experience. Our philosophy is to arm your benefits team with as many resources and your employees with as much information as possible to allow each person to make an educated decision regarding

the optimum benefit plan election for their family situation. We think employee education is extremely important in today's market, and, because of this, education will be the first major component of our implementation process.

Comprehensive Benefits Education and Communication

To ensure your employees fully understand their options, we will meet with various groups to explain each line of coverage in detail. We prefer to conduct these educational meetings on site as they are designed to provide access to the information for all employees.

On-Site Enrollment Counseling

Once these educational meetings have been completed, our team of salaried enrollment counselors are available for one-on-one enrollments.

The benefit management system brought to you by NFP is bswift. This system will help you reduce costly errors, eliminate paperwork and other manual processes, allow your administrative staff to be more effective, and give your employees the right tools, at the right time, to enroll in their benefits in a safe and secure manner. We are confident that bswift provides the tools you need for smooth implementation and ongoing administrative support.

The major components of the bswift benefits management system include enrollment, EDI, benefits administration, employee communication, and reporting.

STEP 6



The NFP service model is focused on providing a level of service that you will consider exceptional. That service starts during the implementation phase, but once enrollment has concluded, we handle claims issues, benefit questions, and all other forms of customer service for the employees of our clients. We seek to provide you with unparalleled service by acting as an extension of your human resources and payroll departments, giving you the ongoing support capabilities needed to administer your benefits efficiently and effectively. We will serve as a liaison between you and the various insurance carriers and service vendors, offering assistance as needed with any claims, billing, or general service issues.

Our model provides service from a team where each consultant works with several account managers for different clients, and the same is true for client support specialists. This flexible matrix structure allows us to create the most effective team for your needs.

Your service team is led by an account manager. These are employees that have risen in our organization based on their communication skills, service skills, and attention to detail. Account managers have responsibility for the overall satisfaction and retention of our clients.

Each service team includes a dedicated client support specialist (CSS). The CSS is responsible for processing applications and confirming eligibility for employees of their assigned clients, for billing reconciliation, and data transmission to carriers, as well as for answering employees' claims questions and resolving other escalated service issues.

Our service teams, coupled with our employee advocates with support from our service center, are integral to our service model and represent another advantage, defining differential when comparing NFP's service capabilities to other companies in the employee benefits field.

STEP 7



At NFP, we know that our job does not end after your annual open enrollment period. To be your partner for long-term strategic success, we must have transparent, ongoing communication with your HR/finance team. We will meet with them throughout the year to evaluate the success of the benefit plan strategies we have put in place and to address any needed change. We are here for you at any time to assist you and your employees in any way we can.

The feedback loop works as we question various stakeholder groups – including the carriers and other vendors, – listen, and come to understand the issues that arise, administrative challenges, changes in strategy or organizational dynamics, or other impactful circumstances related to your organization and benefits. And then we discuss the impact and any necessary changes for our team, communication with your employees, or plan of service by the carriers and vendors.

CARRIER/VENDOR REVIEW

We will have regular meetings (quarterly, annually, and as needed) to discuss claims experience, exposure changes, and general administrative matters that affect overall plan performance. We will also provide reports on a monthly, quarterly, and annual basis.

Project Approach/Timeline

- *Provide a project schedule outlining each identified deliverable*

Date	YEAR Action Elements	Responsible Party
June 3	Pre-Renewal Strategy Meeting	NFP
June 4	Placement team develops and releases RFP	NFP
July 22	Initial market analysis due	Carriers
July 31	Early renewal release from incumbent	Carriers
August 5	NFP presents alternatives and recommendations	NFP
August 14	Client approval	County
August 14	NFP works with selected carriers to initiate implementation	NFP
August 14	Funding rates sent to outside agencies for review	Outside Agencies
August 14 – September 15	NFP develops member communications, bswift, and NFP Connect	NFP
September 15	Outside agencies' decisions due	County
September 15	Enrollment guide approved	County
September 15	Updated census due to NFP with updated salaries	County
September 15 – October 7	Enrollment site testing	NFP
October 7 – 11	On-site employee education	NFP
October 14 – 25	Open enrollment	NFP
November 15	Post enrollment audit complete	NFP
December 1	Enrollment sent to carriers	NFP
December 1	Deductions provided to client	NFP
January 1, 2026	Effective date of coverage	Carrier
January 14, 2026	Post Enrollment Meeting	NFP/County

February 2026	Quarterly Claims Review	NFP/County
During OE or upon request	Eligibility Audit	NFP
March 2026	Budget projection for FY26-27	NFP
June 2026	Pre-Renewal Strategy Meeting	NFP

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WILLIAMS COMMUNICATIONS, INC., FOR TECHNICAL SUPPORT, MAINTENANCE, AND SECURITY UPDATE MANAGEMENT OF RADIO EQUIPMENT IN THE AMOUNT OF $221,764.89, TO BE PAID FROM THE I.T. BUDGET – COMMUNICATIONS – REPAIRS & MAINTENANCE – SOFTWARE LICENSE & MAINTENANCE LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, to ensure the ongoing and effective response of Macon's emergency response and public safety agencies, stability of radio communications systems is crucial; and

WHEREAS, Macon-Bibb County's connectivity and interoperability equipment, necessary for a functional radio communications system, requires routine technical support, maintenance, and security update management services; and

WHEREAS, Macon-Bibb County utilizes L3Harris radios, which are available under State Contract #99999-SPD-T20250623-0001, a cooperative purchasing agreement allowing for favorable pre-negotiated pricing and faster processing times than other competitive purchasing mechanisms; and

WHEREAS, Williams Communications, Inc., is an authorized dealer of L3Harris products under State Contract #99999-SPD-T20250623-0001, and has familiarity with the Macon-Bibb County radio communications system; and

WHEREAS, use of cooperative purchasing agreements is authorized under Macon-Bibb County Code of Ordinances Sec. 19-8; and

WHEREAS, Procurement concurs with this award; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to execute an agreement or purchase order with Williams Communications, Inc., for technical support, maintenance, and security update management services of radio equipment as more fully described in the attached Exhibit A, incorporated herein by reference, in the amount of TWO HUNDRED TWENTY-ONE THOUSAND, SEVEN HUNDRED SIXTY-FOUR DOLLARS and 89/100 CENTS ($221,764.89), to be paid from the General Fund – Information Technology – IT – Communications – Repairs & Maintenance – Software License & Maintenance line item, in a form to be approved of by the County Attorney.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter

of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

T:\RES MACON-BIBB\2026 Miller Authorizing Radio Connectivity Equipment Purchase from Williams Communications - $221,764.89 -3-6-26.docx

EXHIBIT A

WILLIAMS COMMUNICATIONS, INC
WIRELESS TECHNOLOGIES

QUOTE

Macon-Bibb - L3Harris FX Support Quote

Please Submit Purchase Orders and Disbursement Orders to: sales@wmscom.com

Williams Communications, Inc | 840 Hillcrest Industrial Blvd | Macon, GA 31204

Phillip Taylor | ptaylor@wmscom.com

Quote #	SOMAC02328	**Date**	2/26/2026
Customer #	C000000266	**Phone**	478-621-6413
Contact	Christopher Land	**Email**	cland@maconbibb.us
Client PO#		**Cell**	
Address	Macon-Bibb County Attn: Accounts Payable Po Box 247 Macon GA 31202	**Ship To**	Macon-Bibb Co IT-Terminal Station Attn: Christopher Land 200 Cherry St Ste 401 Macon GA 31201

COMPANY PROPRIETARY & CONFIDENTIALITY

Description	QTY	Client Price	Ext. Total
Harris-Annual FX Software Maint Agreement	1.00	$221,764.89	$221,764.89
		Shipping & Handling:	-
		Tax:	-
		Client Total:	**$221,764.89**

*Harris FX Software Maintenance coverage term - July 1, 2025 through June 30, 2026

NOTE: Macon-Bibb price increase is due to coverage lapsing. Macon-Bibb is no longer grandfathered in under the old pricing policy.

WCI provides a variety of batteries & chargers for LMR Radios through the Federal NASPO discounted pricing.

May we send you a quote today?

Quote prices good for thirty calendar days. Quote does not include any applicable sales tax.

Custom ordered parts and speciality items are non-refundable. All other items are subject to a 30% restocking fee.

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE INDEPENDENT CONTRACTOR AGREEMENTS WITH EDS HOLDCO, LLC AND ACUITY INTERNATIONAL, LLC, FOR AS-NEEDED EMERGENCY SHELTER OPERATIONS SERVICES, TO BE PAID ON A UNIT-COST BASIS FROM THE EMERGENCY MANAGEMENT BUDGET – CONTRACTUAL SERVICES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Georgia Emergency Management Agency (GEMA) has developed a program where coastal counties are partnered with similarly sized inland counties to provide emergency sheltering services for certain individuals needing assistance with evacuation and sheltering in the event of hurricanes or other disasters; and

WHEREAS, based on the relatively similar populations, Macon-Bibb County was partnered with Chatham County to host evacuees during coastal emergencies; and

WHEREAS, on July 16, 2024, the Macon-Bibb County Commission ((Commission), approved Resolution R-24-0101. authorizing the Mayor to enter into a Memorandum of Understanding (MOU) with Chatham County and GEMA to provide for the terms of such exclusive sheltering agreement, including provision for reimbursement of costs associated with sheltering events by Chatham County; and

WHEREAS, though Macon-Bibb County partners with the American Red Cross to provide for shelter operations during emergency events, the Commission finds it necessary to contract for certain shelter operations services to be used on an as-needed basis, in the event that Red Cross assets are unavailable during a sheltering event; and

WHEREAS, Request for Proposals ("IFB") No. 25-045-LH was published on April 29, 2025, soliciting proposals for as-needed shelter operations services; and

WHEREAS, RFP No. 25-045-LH was published on Macon-Bibb County's Procurement Department website and posted to the Georgia Procurement Registry, where four thousand, four hundred ninety-one (4,491) vendors were notified of the opportunity for bidding; and

WHEREAS, of the vendors notified, two hundred ninety-six (296) self-identified as African American owned entities, seventy-two (72) self-identified as Asian American owned entities, sixty (60) self-identified as Native American owned entities and twenty (20) self-identified as Hispanic/Latino owned entities; and

WHEREAS, on the published due date of May 29, 2025,, five (5) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification review; and

WHEREAS, after the bid review, EDS Holdco, LLC and Acuity International, LLC, whose responses were recommended for award by the user department, based off qualification and project approach; and

WHEREAS, Procurement concurs with this award recommendation; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute Independent Contractor Agreements with EDS Holdco, LLC, and Acuity International, LLC, to be paid on the unit-cost basis as outlined in the attached Exhibit A, for as-needed emergency shelter operation services, with such independent contractor agreements to be in a form to be approved of by the County Attorney and with costs to be paid from the Emergency Management budget – Contractual Services line item.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By: _____
Lester M. Miller, Mayor

Attest: _____
(SEAL) JANICE S. ROSS, Clerk of Commission

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH THE MACON TRANSIT AUTHORITY FOR THE LEASE OF 17,107 SQUARE FEET OF OFFICE SPACE IN THE TERMINAL STATION AT AN ANNUAL RATE OF $219,311.76, TO BE PAID FROM THE INFORMATION TECHNOLOGY, RENTALS – LAND & BUILDING LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Information Technology (I.T.) Department is currently housed in the Terminal Station in suites 303, 401, and 402 (the I.T. Suites), which collectively amount to 17,107 square feet of office space; and

WHEREAS, the Terminal Station is owned by the Macon Transit Authority; and

WHEREAS, the existing leases for I.T. Suites are set to expire on April 30, 2027; and

WHEREAS, Macon-Bibb County desires to continue to lease the I.T. Suites under substantially the same terms as provided for in the expiring leases for up to two additional twelve-month terms, including an annual increase of $0.025 per square foot; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute renewals of the lease agreement with the Macon Transit Authority for Suites 303, 401 and 402 at the Terminal Station in the total annual amount of TWO HUNDRED NINETEEN THOUSAND, THREE HUNDRED ELEVEN DOLLARS AND SEVENTY-SIX CENTS ($219,311.76), with a scheduled annual increase upon renewal for a second year, as specified herein above, to be paid

from the Information Technology Budget, Rentals – Land & Buildings line item, with such lease agreements to be in a form to be approved of by the County Attorney.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2026.

By: _____
Lester M. Miller, Mayor

Attest: _____
(SEAL) JANICE S. ROSS, Clerk of Commission

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LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION DESIGNATING AND APPROVING A PUBLIC ROADWAY AT OR NEAR INTERSTATE 16 AND JOE TAMPLIN BOULEVARD; APPROVING A ROADWAY PLAN FOR PURPOSES OF FUTURE PROPERTY ACQUISITION; AUTHORIZING COORDINATION WITH THE MACON-BIBB COUNTY INDUSTRIAL AUTHORITY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission is authorized to construct, maintain, and improve public roads and related infrastructure within its jurisdiction; and

WHEREAS, the Commission has determined that the construction of a public roadway at or near Interstate 16 and Joe Tamplin Boulevard is necessary to provide public access and transportation connectivity within the Interstate 16 corridor; and

WHEREAS, the proposed roadway alignment is generally depicted on that certain survey or roadway plan entitled "Preliminary Plan I-16 Industrial Park" dated January 17, 2026, prepared by Carter Engineering Group, attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the approval of the roadway plan and designation of the proposed public road may be relied upon in any future petition for declaration of taking; and

WHEREAS, the Commission anticipates that the roadway project will be undertaken in coordination with the Macon-Bibb County Industrial Authority pursuant to a joint development effort, and that additional agreements may be required to address (i) allocation of costs for property acquisition and construction, (ii) designation of project management responsibilities, (iii) title disposition following acquisition, and (iv) construction oversight and development sequencing; and

WHEREAS, the Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Macon-Bibb County Commission hereby designates and approves the establishment of a public roadway at or near Interstate 16 and Joe Tamplin Boulevard, substantially in accordance with Exhibit A, as the same may be refined by final engineering, surveying, right-of-way plats, or regulatory requirements consistent with the general corridor depicted therein.

BE IT FURTHER RESOLVED that the Commission hereby approves the roadway plan identified as Exhibit A and authorizes reliance upon such approved plan in connection with any future property acquisition proceedings, including but not limited to a petition for declaration of taking, if separately authorized.

BE IT FURTHER RESOLVED that the Commission authorizes coordination and cooperation with the Macon-Bibb County Industrial Authority in furtherance of this roadway project, including the negotiation and execution of intergovernmental agreements or development agreements addressing cost allocation, project management designation, title holding and transfer, reimbursement mechanisms, and construction responsibilities, subject to further approval of this Commission where required by law.

BE IT FURTHER RESOLVED that the Commission authorizes the engagement of engineers, surveyors, consultants, outside counsel, appraisers, planners, and other professionals as may be necessary to advance the roadway project, including services related to title investigation, valuation, right-of-way acquisition, and preparation of materials for any future condemnation proceedings.

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, County Attorney, and other County officials 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 _____, 2026.

By: _____
Lester M. Miller, Mayor

Attest: _____
(SEAL) JANICE S. ROSS, Clerk of Commission

EXHIBIT A

CARTER
Engineering Group
6310 Peake Road, Suite 200
Macon, GA 31210
(478) 219-2600

BEGIN WIDENING TO 3-LANES 4 OVERLAY JOE TAMPLIN BOULEVARD

EXISTING 42" SANITARY SEWER TRUNK LINE

FLOODWAY/FLOODPLAIN

END WIDENING 4 OVERLAY JOE TAMPLIN BOULEVARD

TIE TO EXISTING 12" WATER MAIN

PROPOSED ROUNDABOUT BEGIN INDUSTRIAL PARK ROADWAY

PROPOSED 8" SANITARY SEWER FORCE MAIN

PROPOSED BRIDGE OVER STONE CREEK

PROPOSED 3-LANE ROAD

PROPOSED SEWAGE PUMPING STATION

EXISTING 1-16 FRONTAGE ROAD RIGHT OF WAY
DB 1953 PG 404

DUNWOODY PROPERTIES INC.
ROAD R/W 43.96 ACRES
PUMP STATION 0.23 ACRES
SUBTOTAL 44.09 ACRES
EX. FRONTAGE ROAD R/W
TO BE QUIT CLAIMED (7.76 ACRES)
TOTAL 36.33 ACRES

PROPOSED 12" WATER MAIN

NF
DUNWOODY PROPERTIES INC. ETAL
400 JOE TAMPLIN INDUSTRIAL BLVD
374 ACRES (PER TAX ASSESSOR)

DUNWOODY PROPERTIES INC.
REMAINDER TRACT 1
302.90 ACRES

DUNWOODY PROPERTIES INC.
REMAINDER TRACT 2
37.26 ACRES

NF
TS SMITH DEVELOPMENT INC
MARIEN ROAD
178.09 ACRES

FUTURE MINE AREA
51.83 ACRES

ACTIVE MINE AREA
51.83 ACRES

FUTURE MINE AREA "A"
51.83 ACRES

FUTURE MINE AREA "B"
51.74 ACRES

FUTURE MINE AREA "C"
51.74 ACRES

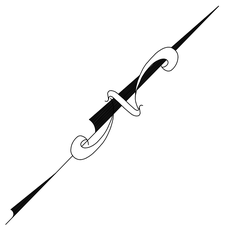
BIBB COUNTY
TWIGGS COUNTY

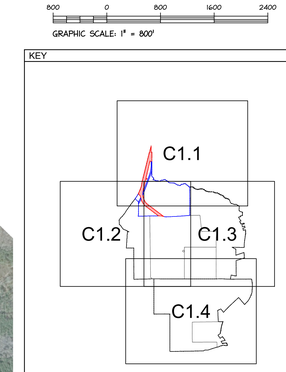
INTERSTATE 16

STREAM BUFFER

FLOODPLAIN/STREAM BUFFER

EXISTING POND





800 0 800 1600 2400
GRAPHIC SCALE: 1" = 800'

NOTES:
1. PROPERTY DATA OBTAINED FRM BIBB COUNTY TAX ASSESSOR'S WEBSITE AND AVAILABLE PROPERTY PLATS.
2. LIDAR TOPOGRAPHIC INFORMATION OBTAINED FROM NOAA
3. FLOODPLAIN DATA OBTAINED FROM FEMA FLOOD INSURANCE RATE MAP FOR MACON-BIBB COUNTY, MAP NUMBER 13021C0170G, PANEL 170 OF 275, EFFECTIVE DATE JUNE 07, 2017.
4. STREAM DATA OBTAINED FROM USGS MAP MACON EAST QUADRANGLE, DATED 2020.

LEGEND
- REGULATORY FLOODWAY
- STREAM BUFFER/ FLOODPLAIN
- 100' GRADING TRANSITION BUFFER
- MINE AREA
- STREAMS

LEGEND (applies to all site plan sheets)

DESCRIPTION	EXISTING	NEW
PROPERTY LINE		
CONTOUR LINE	450	450
POWER POLE		
LIGHT POLE		
OVERHEAD POWER	OHP	
HIGH VOLTAGE LINE	HVL	
UNDERGROUND ELECTRICAL	E	
UNDERGROUND TELEPHONE	T	
UNDERGROUND FIBER OPTIC	FOC	
GAS LINE	G	G
WATER LINE	W	W
FIRE PROTECTION MAIN		FP
DOMESTIC WATER		DW
IRRIGATION MAIN		IRR
FIRE HYDRANT		
WATER VALVE		
SAN. SEWER W/ MANHOLE	SAN	
CLEANOUT		
DRAIN INLET		
CATCH BASIN D.O.T. STD. 1033D		
STORM DRAIN		
SILT FENCE 4 TYPE		SILT FENCE
SPOT ELEVATION		
CONCRETE PAVING		
CONCRETE SIDEWALKS		
PVC IRRIGATION SLEEVE		
SOIL BOUNDARY LINE		
SOIL TYPE		HyB
FENCE		
FENCE W/ 3 STRANDS OF BARBED WIRE		
NOT IN CONTRACT		N.I.C.
TREES TO BE REMOVED		

Macon Water Authority

PRELIMINARY PLAN
I-16 INDUSTRIAL PARK
MACON-BIBB COUNTY, GA

MACON-BIBB COUNTY INDUSTRIAL AUTHORITY

SHEET: C1.0
DATE: JAN. 17, 2025

PLOTTED: 1/20/2025 7:57:29 AM By: Matthew Carroll (CARTER)
P:\Projects\2024\24-0003\Civil\Sheets\C1.0 Overall Site Plan.dwg, C1.0 Presets Bibb, 1:20/2025 8:00:28 PM,

CARTER
Engineering Group
6310 Peake Road, Suite 200
Macon, GA 31210
(478) 219-2600

BEGIN WIDENING TO
3-LANES & OVERLAY
JOE TAMPLIN BOULEVARD

EXISTING 42" SANITARY
SEWER TRUNK LINE

OCMULGEE EAST BLVD.

INTERSTATE 16

REGULATORY FLOODWAY

Swift Creek

REGULATORY FLOODWAY

Swift Creek

N/F
MACON-BIBB CO IND AUTH
301 JOE TAMPLIN INDUSTRIAL BLVD
53.2 ACRES

END WIDENING & OVERLAY
JOE TAMPLIN BOULEVARD

TIE TO EXISTING
12" WATER MAIN

OCMULGEE EAST BLVD.

S11°52'12"E
52.20'

S26°50'27"E
146.22'

N44°29'12"W
20.82'

N44°37'42"W
735.09'

N44°29'12"W
435.47'

S22°50'27"E
309.08'

A=124.33', L=124.26'
N52°59'18"E, R=1124.05'

A=151.71', L=151.60'
N53°01'03"E, R=1134.68'

N28°50'27"W
128.04'

JOE TAMPLIN INDUSTRIAL BLVD

PROPOSED ROUNDABOUT
BEGIN INDUSTRIAL
PARK ROADWAY

PROPOSED R/W ACQUISITION 0.94 ACRES
FROM A & G INVESTMENT GROUP INC

N/F
A & G INVESTMENT GROUP INC
440 JOE TAMPLIN INDUSTRIAL BLVD
22.9 ACRES

N/F
A & G INVESTMENT GROUP INC
460 JOE TAMPLIN INDUSTRIAL BLVD
16.9 ACRES

S44°29'12"E
1381.40'

N44°19'42"W
1381.40'

PROPOSED 8"
SANITARY SEWER
FORCE MAIN

PROPOSED
3-LANE ROAD

PROPOSED BRIDGE
OVER STONE CREEK

STONE CREEK
LAKE

INTERSTATE 16

WETLANDS

N/F
C D L INVESTORS INC
5977 RIGGINS MILL ROAD
475.52 ACRES

N44°29'12"W
409.99'

N44°19'42"W
68.02'

FLOODPLAIN / STREAM BUFFER

Stone Creek

EXISTING POND

S23°47'12"E
1858.40'

PROPOSED SEWAGE
PUMPING STATION

EXISTING I-16 FRONTAGE
ROAD RIGHT OF WAY
DB 1083 PG 404

N21°53'27"W
337.40'

N15°23'27"W
355.00'

N30°36'33"E
281.06'

N9°03'42"W
8.00'

A=786.10', L=786.10'
S19°41'53"E, R=5679.58'

A=973.98', L=973.98'
S19°41'53"E, R=5779.58'

N44°36'33"E
428.71'

N44°36'33"E
42.78'

S44°52'27"E
199.96'

STREAM BUFFER

PROPOSED 12"
WATER MAIN

DUNWODY PROPERTIES INC.
REMAINDER TRACT 2
37.26 ACRES

DUNWODY PROPERTIES INC.	
ROAD R/W	43.86 ACRES
PUMP STATION	0.23 ACRES
SUBTOTAL	44.09 ACRES
EX. FRONTAGE ROAD R/W TO BE QUIT CLAIMED	(7.76)ACRES
TOTAL	36.33 ACRES

N/F
DUNWODY PROPERTIES INC. ETAL
400 JOE TAMPLIN INDUSTRIAL BLVD
374 ACRES (PER TAX ASSESSOR)

DUNWODY PROPERTIES INC.
REMAINDER TRACT 1
302.90 ACRES

N44°29'12"W
2240.00'

REGULATORY FLOODWAY

N/F
C D L INVESTORS INC
5977 RIGGINS MILL ROAD
475.52 ACRES

RIGGINS MILL ROAD

Stone Creek

FLEETCORE HORTON ASSOCIATES
DB 1083/PG 404

MBM

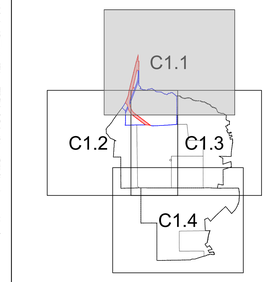
BAYVIEW FOODS

POTENTIAL WETLANDS

SEABOARD COASTLINE RR

300 0 300 600 900
GRAPHIC SCALE: 1" = 300'

KEY



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LEGEND

- REGULATORY FLOODWAY
- STREAM BUFFER/ FLOODPLAIN
- 100' GRADING TRANSITION BUFFER
- STREAMS

LEGEND (applies to all site plan sheets)

DESCRIPTION	EXISTING	NEW
PROPERTY LINE		
CONTOUR LINE	450	450
POWER POLE		
LIGHT POLE		
OVERHEAD POWER	OHP	
HIGH VOLTAGE LINE	HVL	
UNDERGROUND ELECTRICAL	E	
UNDERGROUND TELEPHONE	T	
UNDERGROUND FIBER OPTIC	FOC	
GAS LINE	G	G
WATER LINE	W	W
FIRE PROTECTION MAIN		FP
DOMESTIC WATER		DW
IRRIGATION MAIN		IRR
FIRE HYDRANT		
WATER VALVE		
SAN. SEWER W/ MANHOLE	SAN	
CLEANOUT		
DRAIN INLET		
CATCH BASIN D.O.T. STD. 1033D		
STORM DRAIN		
SILT FENCE & TYPE		SILT FENCE
SPOT ELEVATION	+	+
CONCRETE PAVING		
CONCRETE SIDEWALKS		
PVC IRRIGATION SLEEVE		
SOIL BOUNDARY LINE		
SOIL TYPE		HVR
FENCE		
FENCE W/ 3 STRANDS OF BARBED WIRE		
NOT IN CONTRACT		N.I.C.
TREES TO BE REMOVED		

Macon Water Authority

PRELIMINARY PLAN

I-16 INDUSTRIAL PARK

MACON-BIBB COUNTY, GA

MACON-BIBB COUNTY
INDUSTRIAL AUTHORITY

SHEET: C1.1
DATE: JAN. 17, 2025

W0975-100-1000000

CARTER
Engineering Group
6310 Peake Road, Suite 200
Macon, GA 31210
(478) 219-2600

PROPOSED SEWAGE PUMPING STATION

EXISTING I-16 FRONTAGE ROAD RIGHT OF WAY DB 1083 PG 404

DUNWODY PROPERTIES INC.	
ROAD R/W	43.86 ACRES
PUMP STATION	0.23 ACRES
SUBTOTAL	44.09 ACRES
EX. FRONTAGE ROAD R/W TO BE QUIT CLAIMED	(7.76)ACRES
TOTAL	36.33 ACRES

DUNWODY PROPERTIES INC.
REMAINDER TRACT 2
37.26 ACRES

N/F
DUNWODY PROPERTIES INC. ETAL
400 JOE TAMPLIN INDUSTRIAL BLVD
374 ACRES (PER TAX ASSESSOR)

DUNWODY PROPERTIES INC.
REMAINDER TRACT 1
302.90 ACRES

PROPOSED 12" WATER MAIN

INTERSTATE 16

STREAM BUFFER

Stone Creek

EXISTING POND

N/F
BENTLEY ROBERT L
INTERSTATE 16
7.3 ACRES

N/F
BENTLEY ROBERT L
OCMULGEE EAST BLVD
26.53 ACRES

N/F
BENTLEY ROBERT L
5890 MARION ROAD
10.19 ACRES

N/F
BENTLEY ROBERT L
5298 MARION ROAD
4.2 ACRES

N/F
BENTLEY R L
MARION ROAD
4 ACRES

N/F
SACRE CHARLOTTE ELIZABETH
OCMULGEE EAST BLVD
26.7 ACRES

N/F
BENTLEY ROBERT L
5898 MARION ROAD
27.9 ACRES

N/F
AIME-FILS EUGENIE AND
KISSANE NONESE
6040 MARION ROAD
25 ACRES

N/F
BENTLEY ROBERT
MARION ROAD
64.5 ACRES

200' GA POWER EASEMENT PER LR 1107, PG 388

N/F
BENTLEY R L
5298 MARION ROAD
28 ACRES

Ocmulgee River Tributary 1-7

Ocmulgee River

N/F
TS SMITH DEVELOPMENT INC.
MARION ROAD
779.09 ACRES

N/F
BENTLEY ROBERT L
6010 MARION ROAD
53.9 ACRES

N/F
MULLIS LORI B
RIGGINS MILL ROAD
116 ACRES

N/F
ONEAL CEMETARY
0.50 ACRES

FUTURE MINING AREA 'W'
19.03 ACRES

FUTURE MINING AREA 'Y'
3.19 ACRES

FUTURE MINING AREA 'X'
10.75 ACRES

ACTIVE MINE AREA
51.83 ACRES

RECLAIMED MINE AREA
26.75 ACRES

FLOODPLAIN/STREAM BUFFER

N/F
BENTLEY ROBERT LEE SR.
MARION ROAD
38 ACRES

N/F
MARION ROAD GUN CLUB INC.
6064 MARION ROAD
90.88 ACRES

N/F
COVIA CLAY LLC
6256 OCMULGEE EAST BLVD
37 ACRES

N/F
MULLIS LORI B
MARION ROAD
24 ACRES

N/F
GAY WOOD COMPANY INC.
FIN AND FEATHER ROAD
670 ACRES

N/F
GODWULF PROPERTIES LLC
MARION ROAD

BIBB COUNTY

TWIGGS COUNTY

TWIGGS COUNTY - BIBB COUNTY LINE

TWIGGS COUNTY - BIBB COUNTY LAND DISTRICT

EXISTING POND

SHAFT

ANGLE IRON

1/2" REBAR

5/8" REBAR

1" ROD

1/2" PIPE

1" PIPE

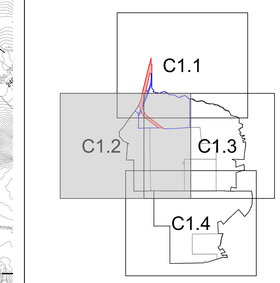
2" PIPE

TIE LINE S22°59'14"E 397.30'

CENTERLINE 80' INGRESS/EGRESS

GRAPHIC SCALE: 1" = 300'

KEY



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4. STREAM DATA OBTAINED FROM USGS MAP MACON EAST QUADRANGLE, DATED 2020.

LEGEND

- REGULATORY FLOODWAY
- STREAM BUFFER/ FLOODPLAIN
- 100' GRADING TRANSITION BUFFER
- MINE AREA
- STREAMS

LEGEND (applies to all site plan sheets)

DESCRIPTION	EXISTING	NEW
PROPERTY LINE		
CONTOUR LINE	450	450
POWER POLE		
LIGHT POLE		
OVERHEAD POWER	OHP	
HIGH VOLTAGE LINE	HVL	
UNDERGROUND ELECTRICAL	E	
UNDERGROUND TELEPHONE	T	
UNDERGROUND FIBER OPTIC	FOC	
GAS LINE	G	G
WATER LINE	W	W
FIRE PROTECTION MAIN		FP
DOMESTIC WATER		DW
IRRIGATION MAIN		IRR
FIRE HYDRANT		
WATER VALVE		
SAN. SEWER W/ MANHOLE	SAN	
CLEANOUT		
DRAIN INLET		
CATCH BASIN D.O.T. STD. 1033D		
STORM DRAIN		
SILT FENCE 4 TYPE		
SPOT ELEVATION		
CONCRETE PAVING		
CONCRETE SIDEWALKS		
PVC IRRIGATION SLEEVE		
SOIL BOUNDARY LINE		
SOIL TYPE		(MrB)
FENCE		
FENCE W/ 3 STRANDS OF BARBED WIRE		
NOT IN CONTRACT		N.I.C.
TREES TO BE REMOVED		

Macon Water Authority

PRELIMINARY PLAN

I-16 INDUSTRIAL PARK

MACON-BIBB COUNTY, GA

MACON-BIBB COUNTY INDUSTRIAL AUTHORITY

SHEET: C1.2

DATE: JAN. 17, 2025

P:\MACON - BIBB - 13\2024\13-18 Industrial Park\DESIGN\13-18 Master.dwg, C1.2 Paired Slides, 10/2/2025 1:00:29 PM, Plotted by: Jason Aycock, LA Technical Services at MACON-BIBB - 13

CARTER
Engineering Group
6310 Peake Road, Suite 200
Macon, GA 31210
(478) 219-2600

EXISTING I-16 FRONTAGE ROAD RIGHT OF WAY DB 1083 PG 404

DUNWODY PROPERTIES INC.	
ROAD R/W	43.86 ACRES
PUMP STATION	0.23 ACRES
SUBTOTAL	44.09 ACRES
EX. FRONTAGE ROAD R/W TO BE QUIT CLAIMED	(7.76)ACRES
TOTAL	36.33 ACRES

PROPOSED 12" WATER MAIN

N/F
DUNWODY PROPERTIES INC. ETAL
400 JOE TAMPLIN INDUSTRIAL BLVD
374 ACRES (PER TAX ASSESSOR)

DUNWODY PROPERTIES INC.
REMAINDER TRACT 1
302.90 ACRES

DUNWODY PROPERTIES INC.
REMAINDER TRACT 2
37.26 ACRES

N/F
TS SMITH DEVELOPMENT INC.
MARION ROAD
779.09 ACRES

N/F
ONEAL CEMETARY
0.50 ACRES

FUTURE MINING AREA 'W'
19.03 ACRES

FUTURE MINING AREA 'Y'
3.19 ACRES

FUTURE MINING AREA 'X'
10.75 ACRES

ACTIVE MINE AREA
51.83 ACRES

RECLAIMED MINE AREA
26.75 ACRES

FUTURE MINING AREA 'Z'
35.82 ACRES

N/F
C D L INVESTORS INC
5977 RIGGINS MILL ROAD
475.52 ACRES

N/F
WHITE FRED R
RIGGINS MILL ROAD
45 ACRES

N/F
WHITE FRED R
6117 RIGGINS MILL ROAD
87 ACRES

N/F
GAY WOOD COMPANY INC.
FIN AND FEATHER ROAD
670 ACRES

N/F
COVIA CLAY LLC
RIGGINS MILL ROAD
81.82 ACRES

N/F
COVIA CLAY LLC
6365 RIGGINS MILL ROAD
13.41 ACRES

N/F
WHITE FRED
6165 RIGGINS MILL ROAD
66.66 ACRES

N/F
WALTON CHRISTOPHER B
6205 RIGGINS MILL ROAD
1.7 ACRES

N/F
WALTON CHRIS AND BRENDA
6185 RIGGINS MILL ROAD
22.22 ACRES

N/F
HODGES EUGENE R JR & DEBORAH
6235 RIGGINS MILL ROAD
75.44 ACRES

N/F
MUNOZ GERARDO E & YOLANDA
6237 RIGGINS MILL ROAD
57.2 ACRES

N/F
BLOODWORTH ROGER S
6315 RIGGINS MILL ROAD
9.50 ACRES

N/F
SLAGLE BRUCE-DEBRA
9.50 ACRES

N/F
WHITE FRED
6065 RIGGINS MILL ROAD
0.46 ACRES

N/F
KITCHENS RICHARD
6081 RIGGINS MILL ROAD
3.0 ACRES

N/F
ROLAND REBECCA & DARRELL
6091 RIGGINS MILL ROAD
1.04 ACRES

N/F
ROLAND REBECCA & DARRELL
6101 RIGGINS MILL ROAD
1.0 ACRES

N/F
ROLAND SHIRLEY
6111 RIGGINS MILL ROAD
1.1 ACRES

N/F
SMITH SUSAN
6121 RIGGINS MILL ROAD
0.92 ACRES

N/F
WHITE FRED
6151 RIGGINS MILL ROAD
1.3 ACRES

N/F
WALTON CHRIS AND BRENDA
6195 RIGGINS MILL ROAD
2.53 ACRES

N/F
WALTER CHRISTOPHER AND BRENDA
6201 RIGGINS MILL ROAD
1.00 ACRES

N/F
TURNER NELLIE GRACE ET AL
6211 RIGGINS MILL ROAD
2.35 ACRES

N/F
WALTON JEFFREY A
6221 RIGGINS MILL ROAD
1.00 ACRES

N/F
WALTON JEFFREY A
6225 RIGGINS MILL ROAD
2.53 ACRES

N/F
REWIS TIMOTHY W & LINNENKOHL MATTHEW G
6329 RIGGINS MILL ROAD
9.50 ACRES

N/F
TORRES TOMAS A & ZUGEY A
6351 RIGGINS MILL ROAD
8.50 ACRES

N/F
FOWLER CORINE S
C/O MARVIN PARKER
6361 RIGGINS MILL ROAD

N/F
GILBERT KENNETH AND WAYNE AND GILBERT JERALD ETALS
6371 RIGGINS MILL ROAD
3.40 ACRES

N/F
COLUMBUS CAPITAL ACQUISITION
200 RIGGINS MILL ROAD
33.39 ACRES

EXISTING POND

REGULATORY FLOODWAY

REGULATORY FLOODWAY

Stone Creek

Stone Creek

Hall Branch

Stone Creek Tributary 1

Stone Creek Tributary 1-1

RIGGINS MILL ROAD

RIGGINS MILL ROAD

STREAM BUFFER

FLOODPLAIN/STREAM BUFFER

APPROXIMATE LAND LOT LINE

APPROXIMATE FLOOD ZONE LINE

ZONE "X"

ZONE "A"

ZONE "X"

CREEK

29.19 ACRES IN GA. POWER EASEMENT

200.00' GA POWER EASEMENT PER D.B. 1102 PG. 380

TIE LINE S22°56'14"E 307.30'

CENTERLINE 80' INGRESS/EGRESS

BIBB COUNTY
TWIGGS COUNTY

BIBB COUNTY
TWIGGS COUNTY

TWIGGS COUNTY / BIBB COUNTY LAND DISTRICT

EXISTING POND

EXISTING POND

SHAFT

ANGLE IRON

1/2" REBAR

1" ROD

1" PIPE

2" PIPE

DISK

1/C REBAR

AXLE

5/8" REBAR

N45°39'31"E 395.96'
N45°37'44"E 164.54'
N42°45'24"E 328.44'
N42°41'22"E 700.51'
N41°18'24"E 458.51'
N41°18'49"E 399.91'
N41°17'06"E 334.67'
N44°24'57"E 939.96'
N44°20'35"E 799.23'
N48°09'41"E 446.55'
N44°28'03"E 138.40'
S40°44'52"E 311.27'
S45°05'01"E 50.07'
S45°05'40"E 361.46'
S45°02'19"E 365.44'
S44°39'56"E 243.10'
S44°33'20"E 1334.16'
S45°25'03"W 114.52'
S45°24'09"W 2840.96'
S45°27'29"W 221.
N45°25'38"W 4104.00'
N45°43'08"W 152.79'
N45°11'47"W 79.98'
N43°31'32"W 50.00'
S55°28'07"W 84.55'
N84°52'40"W 149.10'
N24°51'14"W 100.37'
N55°38'38"W 111.66'
N53°57'32"W 238.85'
S45°34'36"E 2643.41'
S45°25'03"W
N45°19'25"E 2660.18'
N45°27'09"W 2653.19'

N/F
WHITE FRED R
6117 RIGGINS MILL ROAD
87 ACRES

EXISTING POND

N/F
WHITE FRED
6165 RIGGINS MILL ROAD
66.66 ACRES

N/F
WALTON CHRIS AND BRENDA
6185 RIGGINS MILL ROAD
22.22 ACRES

N/F
WALTON CHRISTOPHER B
6205 RIGGINS MILL ROAD
1.7 ACRES

N/F
HODGES EUGENE R JR & DEBORAH
6235 RIGGINS MILL ROAD
75.44 ACRES

N/F
MUNOZ GERARDO E & YOLANDA
6237 RIGGINS MILL ROAD
57.2 ACRES

N/F
BLOODWORTH ROGER S
6315 RIGGINS MILL ROAD
9.50 ACRES

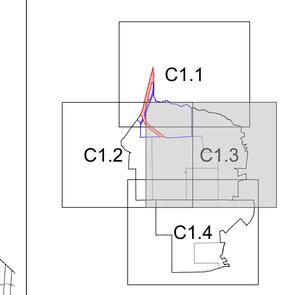
N/F
SLAGLE BRUCE-DEBRA
9.50 ACRES

N/F
COVIA CLAY LLC
6365 RIGGINS MILL ROAD
13.41 ACRES

N/F
COVIA CLAY LLC
RIGGINS MILL ROAD
81.82 ACRES

GRAPHIC SCALE: 1" = 300'
300 0 300 600 900

KEY



NOTES:

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4. STREAM DATA OBTAINED FROM USGS MAP MACON EAST QUADRANGLE, DATED 2020.

LEGEND

REGULATORY FLOODWAY
STREAM BUFFER/ FLOODPLAIN
100' GRADING TRANSITION BUFFER
MINE AREA
STREAMS

LEGEND (applies to all site plan sheets)

DESCRIPTION	EXISTING	NEW
PROPERTY LINE		
CONTOUR LINE	460	460
POWER POLE		
LIGHT POLE		
OVERHEAD POWER	OHP	
HIGH VOLTAGE LINE	HVL	
UNDERGROUND ELECTRICAL	E	
UNDERGROUND TELEPHONE	T	
UNDERGROUND FIBER OPTIC	FOC	
GAS LINE	G	G
WATER LINE	W	W
FIRE PROTECTION MAIN		FPW
DOMESTIC WATER		DW
IRRIGATION MAIN		IRR
FIRE HYDRANT		
WATER VALVE		
SAN. SEWER W/ MANHOLE	SAN	
CLEANOUT		
DRAIN INLET		
CATCH BASIN D.O.T. STD. 1033D		
STORM DRAIN		
SILT FENCE X TYPE		SILT FENCE
SPOT ELEVATION		
CONCRETE PAVING		
CONCRETE SIDEWALKS		
PVC IRRIGATION SLEEVE		
SOIL BOUNDARY LINE		
SOIL TYPE		HvB
FENCE		
FENCE W/ 3 STRANDS OF BARBED WIRE		
NOT IN CONTRACT		N.I.C.
TREES TO BE REMOVED		

Macon Water Authority

PRELIMINARY PLAN
I-16 INDUSTRIAL PARK
MACON-BIBB COUNTY, GA

MACON-BIBB COUNTY
INDUSTRIAL AUTHORITY

SHEET: C1.3
DATE: JAN. 17, 2025

M:\MWA WORK - 10/10/2025 1:00:38 PM\Projects\M0975.175 Macon-Bibb\Engineering\Civil\Sheets\C1.3 Preliminary Plan.dwg, C1.3 Preliminary Plan, 10/10/2025 1:00:38 PM, Administrator

CARTER
Engineering Group
6310 Peake Road, Suite 200
Macon, GA 31210
(478) 219-2600

FUTURE MINING AREA 'Y' 3.19 ACRES

FUTURE MINING AREA 'X' 10.75 ACRES

ACTIVE MINE AREA 51.83 ACRES

RECLAIMED MINE AREA 26.75 ACRES

FUTURE MINING AREA 'Z' 35.82 ACRES

FLOODPLAIN/STREAM BUFFER

ZONE "X"

STONE CREEK TRIBUTARY

BIBB COUNTY
TWIGGS COUNTY

N/F
MULLIS LORI B
MARION ROAD
24 ACRES

N/F
GAY WOOD COMPANY INC.
FIN AND FEATHER ROAD
670 ACRES

N/F
COVIA CLAY LLC
RIGGINS MILL ROAD
81.82 ACRES

N/F
MUNOZ GERARDO E & YOLANDA
6237 RIGGINS MILL ROAD
57.2 ACRES

N/F
SLAGLE BRUCE-DEBRA
9.50 ACRES

N/F
BLOODWORTH ROGER S
6315 RIGGINS MILL ROAD
9.50 ACRES

N/F
COVIA CLAY LLC
6365 RIGGINS MILL ROAD
13.41 ACRES

REWIS TIMOTHY W &
MATTHEW G 6329 RIGG
9.50 ACRE

N/F
TORRES TOMAS A & ZU
6351 RIGGINS MILL R
8.50 ACRES

N/F
FOWLER CORINE S
C/O MARVIN PARKER
6361 RIGGINS MILL ROA

N/F
GILBERT KENNETH AND
AND GILBERT JERALD
6371 RIGGINS MILL F
3.40 ACRES

RIGGINS MILL RD

N/F
BASF CATALYST LLC
FIN AND WEATHER ROAD
45 ACRES

N/F
FIN AND WEATHER FARM LLC
FIN AND FEATHER ROAD
177.30 ACRES

N/F
GAY WOOD COMPANY INC.
AND TS SMITH DEVELOPMENT COMPANY
RIGGINS MILL ROAD
112.54 ACRES

FIN & FEATHER ROAD
(DESCRIPTIVE R/W)

EXISTING POND

EXISTING POND

SHAFT

ANGLE IRON

1/2" PIPE

2" PIPE

2" PIPE

1" PIPE

1/2" PIPE

2" PIPE

CENTERLINE 60' INGRESS/EGRESS EASEMENT

CENTERLINE 60' INGRESS/EGRESS EASEMENT

APPROXIMATE LAND LOT LINE

APPROXIMATE LAND LOT LINE

APPROXIMATE LAND LOT LINE

N55°26'07"W 84.55'
N43°31'32"W 92.06'
N45°43'08"W 152.79'
S45°26'03"W 114.52'
S45°24'09"W 2840.96'
S45°22'29"W 521.16'
N84°52'40"W 149.15'
N34°51'14"W 100.37'
N55°38'38"W 111.66'
N53°57'32"W 298.85'
N33°22'50"W 156.47'
N25°17'22"W 177.21'
N13°09'21"W 405.13'
N14°56'00"W 234.13'
N34°33'48"W 93.72'
N17°51'29"W 316.49'
N50°03'28"W 235.21'
N57°32'34"W 296.51'
N58°49'20"W 310.13'
N65°59'39"W 417.79'
N67°04'45"W 550.64'
N72°13'14"W 264.07'
N77°34'50"W 184.34'
S78°38'04"W 185.80'
S73°32'35"W 331.20'
S44°49'36"W 218.27'
S54°04'59"W 227.72'
S25°43'54"W 208.30'
S40°41'20"W 297.23'
S36°33'44"W 179.34'
S42°30'51"W 447.04'
S45°26'03"W 2843.41'
S45°26'03"W 1381.38'
S44°34'57"E 1381.38'

A=232.26', L=231.59'
N72°48'21"W, R=882.16'
A=328.18', L=326.58'
N61°13'10"W, R=959.48'
A=437.38', L=434.07'
N66°07'34"W, R=1025.67'
A=279.38', L=272.01'
N31°28'07"W, R=930.41'
A=219.94', L=218.20'
N3°11'47"W, R=511.35'
A=320.82', L=318.59'
N31°12'53"E, R=769.20'
A=201.97', L=198.51'
N84°16'27"W, R=314.23'
A=346.42', L=342.87'
S4°28'05"W, R=697.97'
A=320.71', L=309.74'
S13°09'31"W, R=352.17'
A=291.52', L=290.21'
S83°09'11"W, R=887.43'
A=320.82', L=314.19'
S74°58'50"W, R=452.73'

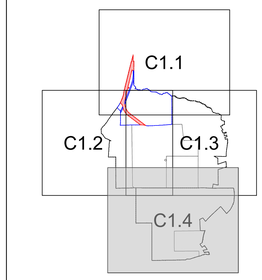
74
75
71
70

REMOVE ALL TREES WITHIN 50' OF PROPERTY LINE

TWIGGS COUNTY SCHOOL DISTRICT

300 0 300 600 900
GRAPHIC SCALE: 1" = 300'

KEY



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LEGEND

REGULATORY FLOODWAY
STREAM BUFFER/ FLOODPLAIN
100' GRADING TRANSITION BUFFER
MINE AREA
STREAMS

LEGEND (applies to all site plan sheets)

DESCRIPTION	EXISTING	NEW
PROPERTY LINE		
CONTOUR LINE	450	450
POWER POLE		
LIGHT POLE		
OVERHEAD POWER	OHP	
HIGH VOLTAGE LINE	HV	
UNDERGROUND ELECTRICAL	E	
UNDERGROUND TELEPHONE	T	
UNDERGROUND FIBER OPTIC	FOC	
GAS LINE	G	G
WATER LINE	W	W
FIRE PROTECTION MAIN		FP
DOMESTIC WATER		DW
IRRIGATION MAIN		IRR
FIRE HYDRANT		
WATER VALVE		
SAN. SEWER W/ MANHOLE	SAN	
CLEANOUT		
DRAIN INLET		
CATCH BASIN D.O.T. STD. 1033D		
STORM DRAIN		ST
SILT FENCE & TYPE		SF-SW
SPOT ELEVATION	+	
CONCRETE PAVING		
CONCRETE SIDEWALKS		
PVC IRRIGATION SLEEVE		
SOIL BOUNDARY LINE		
SOIL TYPE		(MrB)
FENCE		
FENCE W/ 3 STRANDS OF BARBED WIRE		
NOT IN CONTRACT		N.I.C.
TREES TO BE REMOVED		

PRELIMINARY PLAN

I-16 INDUSTRIAL PARK

MACON-BIBB COUNTY, GA

Macon Water Authority

MACON-BIBB COUNTY INDUSTRIAL AUTHORITY

SHEET: C1.4
DATE: JAN. 17, 2025

PLOTTED: 1/20/2025 11:19 by Lauren.Dyer@CARTER
PLOTTER: DWG To PDF.pc3 - ARCH E1 (Scaled to 30" x 42.00 Meters) | C1 Master.ctpg - C1.4 Planning Sheet - 1/20/2025 3:06:42 PM

DUNWODY PROPERTIES INC.
REMAINDER TRACT 1
302.85 ACRES

200' GEORGIA
POWER EASEMENT

PROPOSED 12"
WATER MAIN

POTENTIAL VEHICULAR
ACCESS
TO DUNWODY TRACT 1

PROPOSED
3-LANE ROAD

POTENTIAL VEHICULAR ACCESS
TO DUNWODY TRACT 2

250' RW FOR
ACCESS & UTILITIES

DUNWODY PROPERTIES INC.
REMAINDER TRACT 2
37.26 ACRES

EXIST. I-16 FRONTAGE ROAD R/W
DB 1083 PG 404

DUNWODY PROPERTIES INC.	
ROAD R/W	43.91 ACRES
PUMP STATION	0.23 ACRES
SUBTOTAL	44.14 ACRES
EX. FRONTAGE ROAD R/W	
TO BE QUIT CLAIMED	(7.75)ACRES
TOTAL	36.39 ACRES

PROPOSED
CENTERLINE
PROFILE

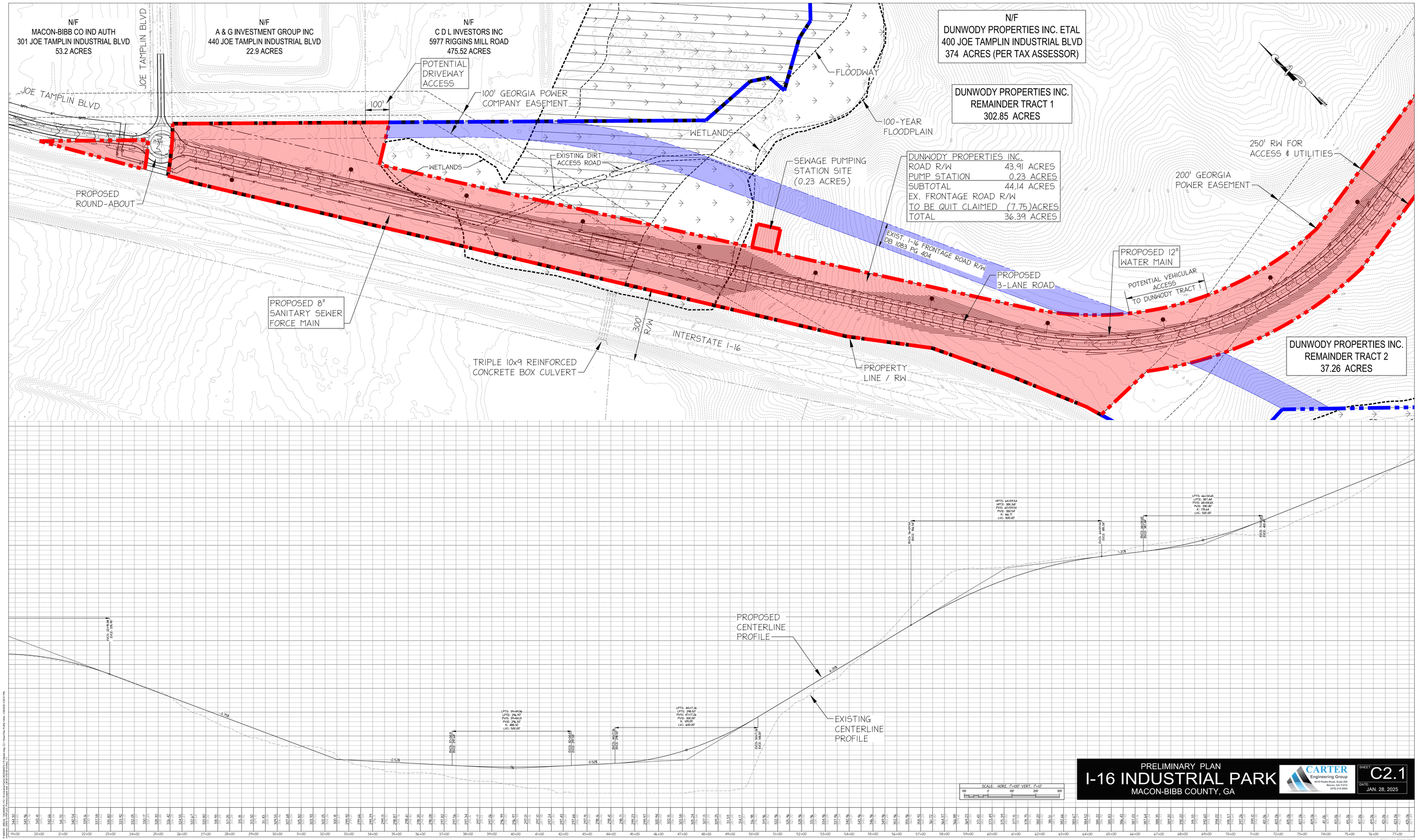
EXISTING
CENTERLINE
PROFILE

SCALE: HORZ. 1"=100' VERT. 1"=10'

PRELIMINARY PLAN
I-16 INDUSTRIAL PARK
MACON-BIBB COUNTY, GA

CARTER Engineering Group
6310 Peake Road, Suite 200
Macon, GA 31210
(478) 219-2800

SHEET: C2.2
DATE: JAN. 28, 2025


N/F
MACON-BIBB CO IND AUTH
301 JOE TAMPLIN INDUSTRIAL BLVD
53.2 ACRES
N/F
A & G INVESTMENT GROUP INC
440 JOE TAMPLIN INDUSTRIAL BLVD
22.9 ACRES
N/F
C D L INVESTORS INC
5977 RIGGINS MILL ROAD
475.52 ACRES
N/F
DUNWODY PROPERTIES INC. ETAL
400 JOE TAMPLIN INDUSTRIAL BLVD
374 ACRES (PER TAX ASSESSOR)
DUNWODY PROPERTIES INC.
REMAINDER TRACT 1
302.85 ACRES
DUNWODY PROPERTIES INC.
REMAINDER TRACT 2
37.26 ACRES
JOE TAMPLIN BLVD
POTENTIAL DRIVEWAY ACCESS
100' GEORGIA POWER COMPANY EASEMENT
100'
FLOODWAY
100-YEAR FLOODPLAIN
WETLANDS
EXISTING DIRT ACCESS ROAD
SEWAGE PUMPING STATION SITE (0.23 ACRES)
DUNWODY PROPERTIES INC.
ROAD R/W 43.91 ACRES
PUMP STATION 0.23 ACRES
SUBTOTAL 44.14 ACRES
EX. FRONTAGE ROAD R/W
TO BE QUIT CLAIMED (7.75)ACRES
TOTAL 36.39 ACRES
250' RW FOR ACCESS & UTILITIES
200' GEORGIA POWER EASEMENT
PROPOSED ROUND-ABOUT
EXIST. I-16 FRONTAGE ROAD R/W
DB 1083 PG 404
PROPOSED 3-LANE ROAD
PROPOSED 12" WATER MAIN
POTENTIAL VEHICULAR ACCESS TO DUNWODY TRACT 1
PROPOSED 8" SANITARY SEWER FORCE MAIN
300' R/W
INTERSTATE I-16
TRIPLE 10x9 REINFORCED CONCRETE BOX CULVERT
PROPERTY LINE / RW
PROPOSED CENTERLINE PROFILE
EXISTING CENTERLINE PROFILE
SCALE: HORZ. 1"=100' VERT. 1"=10'
PRELIMINARY PLAN
I-16 INDUSTRIAL PARK
MACON-BIBB COUNTY, GA
CARTER Engineering Group
SHEET: C2.1
DATE: JAN. 28, 2025

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AGREEING TO PARTICIPATE IN THE NATIONAL "SIX REMNANT DEFENDANTS" OPIOID SETTLEMENT, AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County (the "County") initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief; and

WHEREAS, Macon-Bibb County has entered into settlement agreements with all available defendants except for Associated Pharmacies, Inc (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics), collectively referred to herein as the "Six Remnant Defendants"; and

WHEREAS, the Six Remnant Defendants have reached an agreement to settle the claims against them, which contemplates they will pay an aggregate amount of $97,625,000.00 into a settlement fund that will be distributed among participating jurisdictions; and

WHEREAS, the Remnant Defendants are significantly smaller operators in terms of the geographic range and volume of opioid medications that they distributed, and are generally in poor financial condition; and

WHEREAS, it is anticipated that the proceeds from the settlement fund which are allocated to Macon-Bibb County will be approximately fifty or sixty thousand dollars; and

WHEREAS, notwithstanding the above, the Macon-Bibb County Commission finds that participating in this settlement offers the best chance for recovery from these defendants in this

matter, and understands that the funds received hereby will be required to be used for the mitigation of harms caused by the opioid epidemic in accordance with the orders of the Court; and

WHEREAS, the County desires to participate in the Six Remnant Defendants Settlement and agrees to be bound by the settlement agreement, which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that that the County Board of Commissioners, as the governing body of the County, hereby agrees to participate in the Six Remnant Defendants Settlement upon the terms and conditions described in Exhibit A and authorizes the Mayor to execute the Combined Participation Form, attached hereto and incorporated herein as Exhibit B.

BE IT FURTHER RESOLVED that the County Board of Commissioners hereby appoints Mayor Lester M. Miller, or his designee, as the duly-appointed representative of the County for the purposes of participating in the Six Remnant Defendants Settlement and agreeing to be bound by the terms of the settlement agreement, and that Mayor Miller shall have authority to execute all such further or additional documents as may be necessary to carry out the intents of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Authorizing Six Remnant Defendants Opioid Settlement 3-12-26.Docx

EXHIBIT A

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF OHIO

EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION OPIATE LITIGATION This Document Relates to: ALL SUBDIVISION ACTIONS	MDL 2804 Case No. 1:17-md-2804 **SETTLEMENT AGREEMENT AMONG PARTICIPATING SUBDIVISIONS AND REMNANT DEFENDANTS**

TABLE OF CONTENTS

I. Definitions....1

II. Representations and Warranties....10

III. Settlement Fund....11

IV. Implementing the Agreement....16

V. Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination....19

VI. Notice and Claims Administrator....21

VII. Use and Allocation of Opioid Remediation Fund....23

VIII. Attorneys' Fees and Expenses....25

IX. Releases and Dismissal....25

X. Miscellaneous Provisions....30

Exhibit A – List of Actions

Exhibit B – Documents Describing Alleged Harms

Exhibit C – List of Litigating Subdivisions

Exhibit D – List of Opioid Remediation Uses

Exhibit E – Plan of Allocation

Exhibit F – List of Remnant Defendants' Joint Ventures, Subsidiaries, Affiliates, and Predecessor Entities

Exhibit G – Subdivision Settlement Participation Form

Exhibit H – Agreement on Attorneys' Fees, Costs, and Expenses

This Settlement Agreement, including all exhibits or related agreements attached hereto or referenced herein (collectively, the "*Agreement"*), is dated February 23, 2026, by and between the Remnant Defendants and the Participating Subdivisions (as those terms are defined below). Upon satisfaction of the conditions set forth in Section IV.C. and Section IV.D., this Agreement will be binding on all Participating Subdivisions and Remnant Defendants. This Agreement will then be filed as part of a request for a Consent Judgment with the Court pursuant to the terms set forth in Section IV.E. This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as that term is defined herein), upon and subject to the terms and conditions herein.

I. Definitions

As used in this Agreement, the following terms have the meanings specified below:

A. "*Action(s)*" means a lawsuit purportedly brought by or on behalf of any Litigating Subdivision against one or more Remnant Defendants coordinated under or parallel to MDL No. 2804, *In re: National Prescription Opiate Litigation*, No. 1:17-md-2804-DAP (N.D. Ohio) (hereinafter "*MDL No. 2804*"), in any court, including but not limited to, the actions listed in **Exhibit A**.

B. "*Agreement*" means this agreement, as set forth above. For the avoidance of doubt, this Agreement is inclusive of all exhibits or related agreements attached hereto or referenced herein.

C. "*Alleged Harms"* means the alleged past, present, and future financial, societal, and public nuisance harms and related expenditures arising out of the alleged misuse and abuse of Products, non-exclusive examples of which are described in the documents listed on **Exhibit B**, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by the Released Entities.

D. "*Allocated Amount*" means the portion of Opioid Remediation Funds that a Subdivision will receive pursuant to the Plan of Allocation if it becomes a Participating Subdivision.

E. "*Attorneys' Fees and Expenses*" means payment to plaintiffs' counsel of attorneys' fees and reimbursable costs and charges (including expert and consulting fees) and includes the common benefit obligations due under the MDL Court's common benefit-related orders. Attorneys' Fees and Expenses shall be paid from the Settlement Funds pursuant to the provisions of Section VI.B.1.c. and Section VIII. of this Agreement.

F. "*Claim(s)*" means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever,

whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

G. "*Claim-Over*" means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

H. "*Compensatory Restitution Amount*" means the aggregate amount paid by the Remnant Defendants hereunder other than amounts paid as attorneys' fees and costs or identified pursuant to Section VII.A.2. as being used to pay attorney's fees, investigation costs or litigation costs. For purposes of Section VI. and Section X.V., each Remnant Defendant's portion of the Compensatory Restitution Amount shall be the portion of the Opioid Remediation Fund equal to the portion of the Pooled Settlement Amount that the Remnant Defendant contributed.

I. "*Consent Judgment*" means the judgment that the Settling Parties will mutually agree to and submit to the MDL Court for entry pursuant to Section IV.E.

J. "*Covered Conduct*" means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever, occurring at any time up to and including the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity, occurring at any time up to and including the Effective Date) arising from or relating to (1) compounding, counseling and documentation relating to any Product or class of Products; (2) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (3) the characteristics, properties, risks, or benefits of any Product; (4) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed by

or with any Released Entity; or (5) diversion control programs or suspicious order monitoring.

K. "*Designated Subdivision*" means the Subdivision designated in writing by Plaintiffs' Settlement Counsel to undertake the acts and obligations provided for in Section X.V.

L. "*Effective Date*" means the date that the Consent Judgment entered by the MDL Court pursuant to Section IV.E. becomes a Final Judgment.

M. "*Final Judgment*" means the Consent Judgment when it has become final and non-appealable. The Consent Judgment shall be deemed to be the Final Judgment on (a) the day following the expiration of the deadline for appealing the entry by the MDL Court of the Consent Judgment (or for appealing any ruling on a timely motion for reconsideration of such Consent Judgment, whichever is later), if no such appeal is filed; or (b) if an appeal of the Consent Judgment is filed (i) the date upon which all appellate courts with jurisdiction (including the United States Supreme Court by petition for certiorari) affirm such Consent Judgment, or deny any such appeal or petition for certiorari, such that no further appeal is possible, or (ii) if no appeal is filed from the appellate court decision obtained pursuant to clause (i), the day following the expiration of the deadline for filing a petition for certiorari to the United States Supreme Court. Any appeal or other proceeding pertaining solely to any order adopting or approving a Plan of Allocation and/or to any order issued with respect to an application for Attorneys' Fees and Expenses consistent with this Agreement shall not in any way delay or preclude the Consent Judgment from becoming Final, *provided* that any such appeal or proceeding has no impact on any other aspect of the Settlement or this Agreement.

N. *"Later Litigating Subdivision"* means any Subdivision, regardless of its population, in any state, that first files a lawsuit bringing a Released Claim against a Released Entity after the Preliminary Agreement Date.

O. "*Litigating Subdivision"* means (1) any (a) General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government), School District, or Special District within a State; and (b) any other subdivision or subdivision official or sub-entity of or located within a State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, Nonfunctioning Governmental Units and public institutions);[1] (2) that

[1] "General Purpose Government," "School District," and "Special District" shall correspond to the "five basic types of local governments" recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units. The three (3) General Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts. "Fire District," "Health District," "Hospital District," and "Library District" shall correspond to categories of Special Districts recognized by the U.S. Census Bureau. References to a State's Subdivisions or to a Subdivision "in," "of," or "within" a State include Subdivisions

has brought any lawsuit, including but not limited to lawsuits filed in state court or federal court including those centralized in MDL 2804 or MDL 2996, prior to the Preliminary Agreement Date; in a direct, *parens patriae*, or any other capacity; against any defendant; that alleges or seeks to recover for harms allegedly caused by Covered Conduct. **Exhibit C** is an agreed list of all Litigating Subdivisions. **Exhibit C** will be updated (including with any corrections) periodically, and a final version of **Exhibit C** will be attached hereto as of the Reference Date.

P. "*MDL Court*" means the United States District Court for the Northern District of Ohio Eastern Division, Case No. 1:17-md-2804, Judge Dan Aaron Polster, or his duly-appointed successor.

Q. "*Non-Litigating Subdivision*" means a Subdivision that is not a Litigating Subdivision.

R. "*Non-Participating Subdivision*" means any Subdivision that is not a Participating Subdivision.

S. "*Non-Party Covered Conduct Claim*" means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

T. "*Non-Party Settlement*" means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

U. "*Non-Released Entity*" means an entity that is not a Released Entity.

V. "*Notice*" means the notice advising Subdivisions of their rights with respect to this Settlement Agreement in accordance with Section IV.B.

W. "*Notice and Administrative Costs*" means the reasonable sum of money to be paid out of the Settlement Funds for Notice and related administrative costs, including escrow fees, Taxes, or Tax Expenses. For purposes of calculating a Remnant Defendant's portion of the Settlement Fund or Opioid Remediation Fund under Section VI. and Section X.V., the Notice and Administrative Costs will be deemed to be divided and paid equally by the Remnant Defendants except as provided in Section I.YY. and Section I.AA.

X. "*Notice and Claims Administrator*" means the notice and claims administrator(s) to be selected by Plaintiffs' Settlement Counsel with the consent of the Remnant Defendants.

located within the State even if they are not formally or legally a sub-entity of the State; *provided*, *however*, that a "Health District" that includes any of the following words or phrases in its name shall not be considered a Subdivision: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.

Y. "*Opioid Remediation*" means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of Products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis. **Exhibit D** provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation.[2]

Z. "*Opioid Remediation Fund*" means the component of the Settlement Funds described in Section VI.C.

AA. "*Opioid Remediation Funds*" means the Settlement Funds, less the payments set forth in Section VI.B.1.

BB. "*Participating Subdivision*" means a Subdivision that meets the requirements for becoming a Participating Subdivision under Section IV.C.

CC. "*Participation Report*" means the list of Subdivisions that returned a fully executed Subdivision Settlement Participation Form by the Subdivision Settlement Participation Form Submission Deadline created by the Notice and Claims Administrator.

DD. "*Plaintiffs' Settlement Counsel*" means the MDL 2804 Co-Lead Counsel, Liaison Counsel, and members of the MDL Court-appointed Settlement Negotiating Committee.

EE. "*Plan of Allocation*" means the plan or formula of allocation of the Opioid Remediation Fund set forth in **Exhibit E** that a Subdivision will receive pursuant to Section VI.C. if it becomes a Participating Subdivision. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will receive any amount from the Settlement Fund, regardless of whether such Subdivision is included on **Exhibit E**.

FF. "*Pooled Settlement Amount*" means $97,625,000.00.

GG. "*Preliminary Agreement Date*" means the date this Agreement is fully executed and fully executed copies of this Agreement have been delivered to counsel for all Remnant Defendants and Plaintiffs' Settlement Counsel.

HH. "*Product*" means any chemical substance, whether used for medicinal or nonmedicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; (2) a benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or "cocktail" of

[2] Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance.

II. "*Reference Date*" means the date by which each Remnant Defendant must inform the Plaintiffs' Settlement Counsel of its determination whether the condition in Section IV.D.1. has been satisfied. The Reference Date shall be thirty (30) days after counsel for Remnant Defendants receive the Participation Report, unless it is extended by written agreement of the Remnant Defendants and Plaintiffs' Settlement Counsel.

JJ. "*Related Agreements*" means the related but individual agreements between each Remnant Defendant and Plaintiffs' Settlement Counsel, on behalf of all Participating Subdivisions, setting forth each Remnant Defendant's share of the Pooled Settlement Amount.

KK. "*Released Claims*" means any and all Claims, including Unknown Claims, that directly or indirectly are based on, arise out of, or in any way relate to or concern Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, Released Claims include any Claims that have been, are, or could be asserted against one or more Released Entities by any Participating Subdivision or Releasor in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) directly or indirectly based on, arising out of, or relating to, in whole or in part, Covered Conduct (whether or not such Releasor has brought such action or proceeding). Released Claims also include all Claims against Released Entities asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such claims relate to Covered Conduct. The Settling Parties intend that this term be interpreted broadly. For the avoidance of doubt, Released Claims do not include Claims of private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe claims brought by a non-party Subdivision that would have been Released Claims if they had been brought by a Releasor against a Released Entity.

LL. "*Released Entities*" means, with respect to Released Claims, the Remnant Defendants and:

1. all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of each Remnant Defendant;

2. all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1);

3. the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, affiliation or employment with, any of the Remnant Defendants or the foregoing entities);

4. all past and present joint ventures (whether direct or indirect) of each Remnant Defendant or its subsidiaries, including in any Remnant Defendant's or its subsidiary's capacity as a participating member in such joint venture;

5. all direct or indirect parents and shareholders of the Remnant Defendants (solely in their capacity as parents or shareholders of the applicable Remnant Defendant with respect to Covered Conduct); and

6. any insurer of any Remnant Defendant or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity and subject to the last sentence of Section IX.B.2.).

An illustrative list of joint ventures, subsidiaries and affiliates and predecessor entities for each Remnant Defendant is set forth in **Exhibit F**. Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clauses and shall not be a Released Entity with respect to its conduct in any other capacity. With respect to joint ventures (including predecessor entities), only entities listed on **Exhibit F** are Released Entities. Current or former Defendants in In re: National Prescription Opiate Litigation, No. 1: 17-md-2804 (N.D. Ohio) ("MDL") or in other pending litigation asserting a Claim for Covered Conduct not identified in **Exhibit F** are not considered Released Entities, provided, however, that any Remnant Defendant entities that fall within clauses (1)-(5) above against whom Released Claims are brought in the MDL on or after the Preliminary Agreement Date shall be considered Released Entities even if not listed on **Exhibit F**. For the avoidance of doubt, any entity acquired, or joint venture entered into, by a Remnant Defendant after the Effective Date is not a Released Entity.

MM. "*Releasors*" means, with respect to Released Claims, (1) each Participating Subdivision and, (2) without limitation and to the maximum extent of the power of each Participating Subdivision to release Claims, (a) the Participating Subdivision's departments, agencies, divisions, boards, commissions, subdivisions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity, whether elected or appointed to serve any of the foregoing, and any agency, person, or other entity claiming by or through any of the foregoing, and (b) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with

respect to a Participating Subdivision, whether or not any of them participate in this Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Participating Subdivision. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form referenced in Section IV.C. providing for a release to the fullest extent of the Participating Subdivision's authority.

NN. "*Remnant Defendants*" means Associated Pharmacies, Inc., American Associated Pharmacies, J M Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris & Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., United Natural Foods, Inc. (including without limitation its direct and indirect subsidiaries SuperValu, Inc., Advantage Logistics Southwest, Inc., Advantage Logistics USA West, L.L.C., Advantage Logistics USA East, L.L.C., and UNFI Distribution Company, LLC) collectively, and all their past and present subsidiaries (excluding, in the case of United Natural Foods, Inc., New Albertsons, Inc. (a former subsidiary of SuperValu, Inc.)), divisions, predecessors, successors, and assigns (in each case, whether direct or indirect). Each individually is a "Remnant Defendant." For the avoidance of doubt, nothing in this Agreement releases or is intended to release Albertsons Companies, Inc. or any of its subsidiaries.

OO. "*Settlement*" means the settlement of the Released Claims between the Settling Parties on the terms and conditions set forth in this Agreement.

PP. "*Settlement Fund*" means the interest-bearing account to be established and controlled by the Settlement Fund Administrator as set forth in Section III.

QQ. "*Settlement Funds*" means the Pooled Settlement Amount plus any interest that may accrue on the Pooled Settlement Amount from the date the Remnant Defendants pay the Pooled Settlement Amount in the Settlement Fund or any portion thereof.

RR. "*Settlement Fund Administrator*" means the agent to be selected as set forth in Section III.D.

SS. "*Settlement Participation Form Submission Deadline*" means sixty (60) days after the Preliminary Agreement Date, unless it is extended by written agreement of the Remnant Defendants and Plaintiffs' Settlement Counsel.

TT. "*Settling Parties"* means, collectively, the Participating Subdivisions and Remnant Defendants.

UU. "*State*" means any state of the United States of America including their respective agencies, departments, and instrumentalities.

VV. "*State-Subdivision Agreement*" means an agreement that a State reaches with the Subdivisions in that State regarding the allocation, distribution, and/or use of

funds allocated to its Subdivisions under this Agreement. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify if adopted pursuant to the terms of a national opioid settlement or by statute.

WW. "*Subdivisions*" means (1) all formal and legally recognized sub-entities and sub-entity officials (acting in an official capacity on behalf of a sub-entity) of a State that have a population of 30,000 or more (as recognized in the most recent U.S. Census), (2) all Litigating Subdivisions, and, for the avoidance of doubt, (3) all plaintiffs listed on Exhibit A. For the avoidance of doubt, "Subdivisions" includes sub-entities and sub-entity officials that meet the above criteria, and that provide general governance for a defined area, including a county, parish, city, town, village, or similar entity. Unless otherwise specified, "Subdivisions" includes all functional counties and parishes and other functional levels of sub-entities of a State that provide general governance for a defined area, as well as all Special Districts and historic, non-functioning sub-entities that are also Litigating Subdivisions.

XX. "*Subdivision Settlement Participation Form*" means the document or online form, in the form attached as **Exhibit G** to this Agreement, that Participating Subdivisions must execute and return to the Claims Administrator to participate in the Settlement and receive a payment pursuant to this Agreement and the Plan of Allocation, and which shall (1) make such Participating Subdivisions signatories to this Agreement, (2) include a full and complete release of any and all of such Subdivision's claims, and (3) require the prompt dismissal with prejudice of any Released Claims that have been filed by any such Participating Subdivisions.

YY. "*Taxes*" means taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including, without limitation, any taxes or tax detriments that may be imposed upon the Remnant Defendants, their counsel, or any Released Entity with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes. For purposes of calculating a Remnant Defendant's portion of the Settlement Fund or Opioid Remediation Fund under Section VI. and Section X.V., Taxes will be deemed to be divided and paid by the Remnant Defendants in proportion to the amounts they contributed to the Pooled Settlement Amount.

ZZ. "*Tax Expense*" means all expenses and costs incurred in connection with the operation and implementation of Section III., including, without limitation, expenses of tax attorneys and/or accountants (including the Settlement Fund Administrator) and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in Section III.E. For purposes of calculating a Remnant Defendant's portion of the Settlement Fund or Opioid Remediation Fund under Section VI. and Section X.V., the Tax Expense will be deemed to be divided and paid equally by all Remnant Defendants.

AAA. "*Termination Refund*" means the amount of the Settlement Funds to be returned to a Remnant Defendant that elects to terminate this Agreement pursuant to Section V.C. The Termination Refund shall be the portion of the Settlement Fund equal to the portion of the Pooled Settlement Amount contributed by the Remnant Defendant, plus all interest and/or earnings thereon, less its portion of any Notice and Administrative Costs, including any Taxes or Tax Expenses, that have been paid, incurred, or are due and owing as of the date the notice of termination is given.

BBB. "*Unknown Claims*" means any Released Claim that a Participating Subdivision or Releasor does not know or suspect to exist in their favor at the time of the release of the Released Entities that, if known by them, might have affected their settlement with and release of the Released Entities.

II. Representations and Warranties

A. **Plaintiffs' Settlement Counsel's Representations and Warranties.** Plaintiffs' Settlement Counsel represents and warrants to the Remnant Defendants as follows:

1. Plaintiffs' Settlement Counsel believes the Settlement is fair, reasonable, adequate, and beneficial to the Subdivisions and that participation in the Settlement would be in their best interests.

2. Because Plaintiffs' Settlement Counsel believes that the Settlement is in the best interests of the Subdivisions, Plaintiffs' Settlement Counsel will use their best reasonable efforts to encourage and assist the Subdivisions to participate in this Settlement.

B. **Participating Subdivisions' Representations and Warranties.** By electing to become a party to this Agreement, each Participating Subdivision represents and warrants to the Remnant Defendants as follows:

1. each Participating Subdivision has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement;

2. each Participating Subdivision is not relying on any statement, representation, omission, inducement, or promise by Remnant Defendants, except those expressly stated in this Agreement;

3. each Participating Subdivision has, with the assistance of its attorneys, investigated the law and facts pertaining to the Released Claims and the Settlement;

4. each Participating Subdivision has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys;

5. each Participating Subdivision has all necessary authority to enter into this Agreement and release all Released Claims on behalf of itself and all other entities that are Releasors by virtue of their relationship or association with it;

6. each Participating Subdivision has authorized the execution and performance of its Participation Agreement, and has authorized the person signing this Agreement on its behalf to do so;

7. upon execution of its respective Participation Agreement, each Participating Subdivision accepts, agrees to, and ratifies the terms of this Agreement; and

8. no portion of any relief under this Agreement to which any of the Participating Subdivisions may be entitled has been assigned, transferred, or conveyed by or for any of the Participating Subdivisions to any other person or entity.

C. **Remnant Defendants' Representations and Warranties.** Remnant Defendants represent and warrant to Participating Subdivisions as follows:

1. each of the Remnant Defendants has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement;

2. none of the Remnant Defendants is relying on any statement, representation, omission, inducement, or promise by Plaintiffs' Settlement Counsel or any Subdivision, except those expressly stated in this Agreement;

3. each of the Remnant Defendants, with the assistance of its attorneys, has investigated the law and facts pertaining to the Released Claims and the Settlement;

4. each of the Remnant Defendants has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys; and

5. each of the Remnant Defendants has all necessary authority to enter into this Agreement, has authorized the execution and performance of this Agreement, and has authorized the person signing this Agreement on its behalf to do so.

III. Settlement Fund

A. **Settlement Payment.** The Remnant Defendants shall pay into the Settlement Fund the Pooled Settlement Amount in consideration of the covenants, agreements, and releases

set forth in this Agreement. The Pooled Settlement Amount shall be allocated and used only as specified in Section VII.

1. Payments of the Pooled Settlement Amount to the Settlement Fund will be allocated among the Remnant Defendants in accordance with each Remnant Defendant's agreed portion as separately negotiated and agreed to by each Remnant Defendant with Plaintiffs' Settlement Counsel in the Related Agreements. A Remnant Defendant's sole responsibility for payments under this Agreement and any related agreements (including without limitation the Fee Agreement attached hereto as **Exhibit H**) shall be to pay its respective portion of the Pooled Settlement Amount. The obligations of the Remnant Defendants in this Agreement are several and not joint. No Remnant Defendant shall be responsible for any portion of another Remnant Defendant's share.

2. The Remnant Defendants shall pay into the Settlement Fund by wire transfer their respective portion of the Pooled Settlement Amount within forty-five (45) days of the later of (1) receipt of a fully executed copy of this Settlement Agreement, or (2) the Remnant Defendants' receipt of the information and instructions required to effectuate the wire transfer.

3. The Settlement Funds will be held in escrow in the Settlement Fund until the Effective Date. If the Effective Date does not occur as to one or more Remnant Defendants, the Settlement Fund Administrator will return to each Remnant Defendant for which the Effective Date did not occur, its portion of the Pooled Settlement Amount with accrued interest less that Remnant Defendant's portion of (1) any Notice and Administrative Costs incurred, and (2) any Taxes and Tax Expense due or becoming due.

4. Upon the occurrence of the Effective Date, the Pooled Settlement Amount shall not be subject to reduction and no funds may be returned to any Remnant Defendant, except as otherwise provided in this Agreement.

B. **Nature of Payment.** Each of the Remnant Defendants and Participating Subdivisions acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, including but not limited to, the scope of the Released Claims:

1. It has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;

2. (a) The Participating Subdivisions sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Participating Subdivisions; (b) the Compensatory Restitution Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Participating Subdivisions; and (c) the portion of the Compensatory Restitution Amount received by each Participating Subdivision is no greater than the amount

of the Alleged Harms allegedly suffered by such Participating Subdivision;

3. The payment of the Compensatory Restitution Amount by the Remnant Defendants constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of and/or because of alleged bodily injury) allegedly caused by the Remnant Defendants;

4. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Participating Subdivisions to the same position or condition that they would be in had the Participating Subdivisions not suffered the Alleged Harms; and

5. For the avoidance of doubt: (a) no portion of the Compensatory Restitution Amount represents reimbursement to any Participating Subdivision or other person or entity for the costs of any investigation or litigation, (b) the entire Compensatory Restitution Amount is properly characterized as described in Section III.B., and (c) no portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, multiple or treble damages, punitive damages, or other punitive assessments.

C. **No Other Payments.** Other than payment under Section III.A. of this Agreement, the Remnant Defendants shall have no obligations to make any further or additional payment of any sort or kind in connection with this Agreement or the Settlement.

D. **The Settlement Fund and Administrator.**

1. Plaintiffs' Settlement Counsel shall arrange for the Settlement Fund to be established at Huntington Bank, with Law Office of Joseph C. Tann, PLLC and Winbridge Partners, LLC serving as the Settlement Fund Administrator subject to an escrow agreement mutually acceptable to Plaintiffs' Settlement Counsel and Remnant Defendants, and such escrow to be administered under the MDL Court's continuing supervision and control. The Settlement Fund Administrator will act as an independent and neutral third party in the performance of its functions including administering and disbursing funds from the Settlement Fund and the Opioid Remediation Fund. To the extent that there is any ambiguity or inconsistency when this Agreement and the escrow agreement are read together, the terms of this Agreement shall control.

2. The Settlement Fund Administrator shall invest the Pooled Settlement Amount deposited pursuant to Section III.A. in U.S. agency or treasury securities or other instruments backed by the full faith and credit of the U.S. government or an agency thereof, or fully insured by the U.S.

government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates; *provided*, *however*, that the Settlement Fund Administrator will not invest in any instruments that a "*qualified settlement fund*," within the meaning of Treas. Reg. § 1.468B-1, *et seq.*, is not permitted to invest in, pursuant to the Treasury regulations, or any modification in Internal Revenue Service ("*IRS*") guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise. All risks related to the investment of the Settlement Funds shall be borne by the Settlement Fund, and any losses in the Settlement Fund shall be borne by the Settlement Fund and shall not be recoverable from the Remnant Defendants. The Remnant Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Settlement Fund Administrator or any transactions executed by the Settlement Fund Administrator related to the investment of the Settlement Funds.

3. The Settlement Fund Administrator shall not, and Plaintiffs' Settlement Counsel shall not instruct the Settlement Fund Administrator to, disburse the Settlement Funds, except as provided in this Agreement or by order of the MDL Court. For the avoidance of doubt, the Settlement Fund Administrator is authorized, and Plaintiffs' Settlement Counsel is authorized to instruct the Settlement Fund Administrator, to execute such transactions as are consistent with the terms of this Agreement or as directed by the MDL Court, including but not limited to execute transactions prior to the Effective Date to enable payment of Notice and Administrative Costs as incurred.

4. All funds held in the Settlement Fund shall be deemed and considered to be *in custodia legis* of the MDL Court, and shall remain subject to the jurisdiction of the MDL Court, until such time as such funds are distributed pursuant to this Agreement and/or further order(s) of the MDL Court.

E. **Taxes.**

1. The Settlement Fund shall be, and shall be treated by the Settling Parties and the Settlement Fund Administrator as being at all times, a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1 (and corresponding or similar provisions of state, local, or foreign law, as applicable), and the MDL Court shall have continuing jurisdiction over the Settlement Fund, pursuant to Treas. Reg. § 1.468B-1(c)(1), and over the Settlement Fund Administrator as its administrator. The Settlement Fund Administrator shall not take any action or tax position inconsistent with such treatment. In addition, the Settlement Fund Administrator shall timely make such elections as necessary or advisable and do all things necessary to carry out the provisions of this Section III., and shall, in any

event, make any available "*relation-back election*" (as defined in Treas. Reg. § 1.468B-1(j)(2) (and corresponding or similar elections under state, local, or foreign law, as applicable)), back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Fund Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. The Settling Parties agree to take any other reasonable actions as shall be necessary to ensure that the Settlement Fund qualifies as a qualified settlement fund for federal and state income tax purposes including but not limited to requesting the MDL Court to formally (i) approve the Settlement Fund as a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1, and (ii) confirm its continuing jurisdiction over the Settlement Fund and the Opioid Remediation Fund. Notwithstanding anything in this Agreement to the contrary, the Settlement Fund Administrator shall not on behalf of or in connection with the Settlement Fund request a private letter ruling, technical advice memorandum or any other ruling or guidance from the Internal Revenue Service or any other taxing authority on any matter without consulting with and obtaining the prior written consent of each Remnant Defendant.

2. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B-2(k)(3) (and any corresponding or similar provisions of state, local or foreign law, as applicable), the qualified settlement fund "administrator" shall be the Law Office of Joseph C. Tann, PLLC and Winbridge Partners, LLC. Plaintiffs' Settlement Counsel shall cooperate with and cause the Settlement Fund Administrator to, and the Settlement Fund Administrator shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2 (and any similar provisions of state, local or foreign law, as applicable) by, for example: (i) obtaining employer identification numbers and providing the same in an IRS Form W-9 to the Remnant Defendants; (ii) satisfying any information reporting or withholding requirements imposed with respect to the Settlement Fund, including with respect to any distributions from the Settlement Fund; (iii) timely and properly filing or causing to be filed all informational and other tax returns or filings necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)) and paying any taxes reported thereon; (iv) sending copies of all such tax returns and filings to the Remnant Defendants; and (v) providing instructions for the release of sufficient funds from the Settlement Fund to pay all Taxes owed by the Settlement Fund in accordance with Section III. and Treas. Reg. § 1.468B-2 and any applicable state, local or other tax laws. Such returns, as well as the relation-back election described in Section III.E.1., shall be consistent with the provisions of this Section III.E.2. and in all events shall reflect that all Taxes as defined in Section I.YY. on the income earned by the

Settlement Fund shall be paid out of the Settlement Funds as provided in Section III.E.3. Each Released Entity shall provide to the administrator and the IRS the statement described in Treas. Reg. § 1.468B-3(e)(2) no later than February 15th of the year following each calendar year in which such Released Entity made its transfer to the Settlement Fund. The Released Entities shall have no responsibility or liability for the Settlement Fund's tax returns or other filings.

3. The following shall be paid out of the Settlement Funds: (i) all Taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including, without limitation, any taxes or tax detriments that may be imposed upon the Remnant Defendants, their counsel, or any Released Entity with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes (collectively, "*Taxes*"), and (ii) all Tax Expenses. In all events, neither the Remnant Defendants nor any other Released Entity nor their counsel shall have any liability or responsibility for any Taxes or Tax Expenses. With funds from the Settlement Fund, the Settlement Fund Administrator shall indemnify and hold harmless the Remnant Defendants and any other Released Entity and their counsel for all Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, all Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall timely be paid by the Settlement Fund Administrator out of the Settlement Funds without prior order from the MDL Court. The Settlement Fund Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)) (and any corresponding or similar provisions of state, local or foreign law, as applicable). Neither the Remnant Defendants nor any Released Entity nor their counsel is responsible therefor, nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Settlement Fund Administrator, each other, their tax attorneys, and their accountants to the extent reasonably necessary to carry out the provisions of this Section III.E.3. and with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

IV. Implementing the Agreement

A. **Stay.** Following the Preliminary Agreement Date, Plaintiffs' Settlement Counsel and Remnant Defendants shall promptly jointly inform the MDL Court and jointly undertake reasonable best efforts to stay the Actions as to the Remnant Defendants.

B. **Notice to the Subdivisions.** No later than seven (7) calendar days after the Preliminary Agreement Date, the Notice and Claims Administrator shall send individual written Notice of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions. The form and manner of Notice agreed upon by the Parties shall be provided by the Notice and Claims Administrator to the Subdivisions. The notice shall include a Subdivision Settlement Participation Form and shall provide prominent notice of the Subdivision Settlement Participation Form Submission Deadline. Nothing contained herein shall preclude Plaintiffs' Settlement Counsel from providing further notice to or otherwise contacting any Subdivision about becoming a Participating Subdivision, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.

C. **Participation by Subdivisions.**

1. A Subdivision may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Notice and Claims Administrator specifying (1) that the Subdivision agrees to the terms of this Agreement, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives from the Opioid Remediation Fund, if any, pursuant to the applicable requirements of Section VII., *provided, however,* that Non-Litigating Subdivisions may only use monies originating from the Opioid Remediation Fund for purposes that qualify as Opioid Remediation, and (4) the Subdivision submits to the jurisdiction of the MDL Court for purposes limited to the MDL Court's role under this Agreement. The required Subdivision Settlement Participation Form is attached as **Exhibit G**.

2. The eligibility of entities that submit Subdivision Settlement Participation Forms to participate in the Settlement as Participating Subdivisions will be subject to confirmation by the Notice and Claims Administrator.

3. Subdivision Settlement Participation Forms shall be deemed valid only for the entity named in the request.

4. Subdivision Settlement Participation Forms shall be deemed timely if received by the Notice and Claims Administrator no later than the Subdivision Settlement Participation Form Submission Deadline, or otherwise as agreed in writing by Plaintiffs' Settlement Counsel and the Remnant Defendants.

5. A Subdivision that has not submitted a Settlement Participation Form, and is thus a Non-Participating Subdivision, shall not directly receive any portion of the Opioid Remediation Funds. The Remnant Defendants reserve all of their legal rights and defenses with respect to Non-Participating Subdivisions.

6. Within ten (10) calendar days of the Subdivision Settlement Participation Form Submission Deadline, as extended by written agreement, the Notice and Claims Administrator shall deliver to Plaintiffs' Settlement Counsel and Remnant Defendants the Participation Report.

7. Within fifteen (15) calendar days of delivering the Participation Report, the Notice and Claims Administrator shall deliver to Remnant Defendants copies of all Subdivision Settlement Participation Forms.

D. **Notice by Remnant Defendants.**

1. After receiving the Participation Report, each Remnant Defendant will individually determine on or before the Reference Date whether there is sufficient Subdivision participation and sufficient resolution or dismissal of the Claims of the Litigating Subdivisions to proceed with this Agreement. The determination shall be in the sole discretion of the Remnant Defendant and may be based on any criteria or factors deemed relevant by the Remnant Defendant.

2. On or before the Reference Date, each Remnant Defendant shall inform Plaintiffs' Settlement Counsel of its determination pursuant to Section IV.D.1. If one or more Remnant Defendants determine to proceed, those Parties will proceed to file the motion for a Consent Judgment and the obligations in the Subdivision Settlement Participation Form will become effective and binding as of the Effective Date. If one or more Remnant Defendants determine not to proceed, those Remnant Defendants shall serve notice of their decision to terminate this Agreement as to them only in accordance with Section V.C.

E. **Entry of Consent Judgment.**

1. Within fourteen (14) days after the Reference Date (or the next business day thereafter), the Settling Parties shall submit an appropriate motion to the MDL Court reporting upon the Settlement as specified herein, including the Participation Report, and jointly requesting that the MDL Court:

   a. enter a final consent judgment dismissing the Actions coordinated under MDL No. 2804 with prejudice as to the Remnant Defendants and, except as provided for in this Agreement, without costs or attorneys' fees;

   b. direct Participating Subdivisions to dismiss the other Actions not coordinated under MDL No. 2804 with prejudice as to the Remnant Defendants and, except as provided for in this Agreement, without costs or attorneys' fees;

c. discharge and release the Released Entities from all Released Claims;

d. permanently bar and enjoin the institution and prosecution by Participating Subdivisions of any other action against the Released Entities in any forum asserting any claims related in any way to the Released Claims;

e. reserve and continue exclusive jurisdiction over the Settlement, including the Settlement Fund, Opioid Remediation Fund, the Settlement Fund Administrator, the Notice and Claims Administrator, and all future proceedings concerning the administration, consummation, and enforcement of this Agreement;

f. determine pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and direct entry of a final judgment as to the Participating Subdivisions and the Remnant Defendants; and

g. confirm such other and further provisions consistent with the terms of this Agreement to which the Settling Parties expressly consent in writing.

2. In connection with the filing of the motion for a Consent Judgment, Plaintiffs' Settlement Counsel will also request that the MDL Court approve the proposed Plan of Allocation, as altered by subsequent agreement, if any, pursuant to Section VII.B.3, and apply the MDL Court's prior common benefit Orders to the Settlement Funds.

3. Participating Subdivisions shall be subject to and bound by the provisions of this Agreement, the releases contained herein, and the Final Judgment.

V. Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination

A. Occurrence of Effective Date.

1. Upon the Effective Date, any and all remaining interest or right of the Remnant Defendants that have elected to proceed with the Settlement, in or to the Settlement Funds, if any, shall be absolutely and forever extinguished except as provided by this Agreement, and the Settlement Funds (less any Notice and Administrative Costs, Taxes, Tax Expenses, or Attorneys' Fees and Expenses paid) shall be transferred from the Settlement Fund to the Opioid Remediation Fund, and from the Settlement Fund Administrator to the Notice and Claims Administrator as successor Settlement Fund Administrator, within ten (10) business days of the Notice and Claims Administrator notifying Plaintiffs' Settlement Counsel

it is ready to distribute the Opioid Remediation Funds, which must be after the Effective Date.

2. Upon the Effective Date, the Participating Subdivisions shall dismiss the Actions with prejudice as to the Released Entities, including all Actions listed on **Exhibit A**, as provided for in the Consent Judgment.

B. **Failure of Effective Date to Occur.** In the event that the Effective Date does not occur for any reason as to one or more Remnant Defendants, including for the reasons set forth in Sections IV.C., then this Agreement shall be cancelled and terminated as to those Remnant Defendants for which the Effective Date does not occur only, unless the affected Settling Parties mutually agree in writing to proceed with this Agreement.

C. **Termination**.

1. Prior to the Effective Date, this Agreement may be terminated by a Remnant Defendant as to it (but not as to any other Remnant Defendant) by serving on Plaintiffs' Settlement Counsel and counsel for the other Remnant Defendants a written notice of termination within ten (10) calendar days (or such longer time as may be agreed between Remnant Defendants and Plaintiffs' Settlement Counsel) after any of the following occurrences:

   a. the Remnant Defendant provides written notice of its election not to proceed under Section IV.D.2.;

   b. a Consent Judgment approving this Agreement without modification of any of this Agreement's terms has not been entered by the MDL Court on or before one hundred eighty (180) calendar days after the Preliminary Agreement Date;

   c. this Agreement or the Consent Judgment has been disapproved by the MDL Court (or, in the event of an appeal from or review of a decision of the MDL Court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court); or

   d. the Effective Date does not otherwise occur within one hundred eighty (180) calendar days after the Preliminary Agreement Date.

2. If this Agreement is terminated by one or more Remnant Defendants pursuant to Section V.C.1.:

a. Plaintiffs' Settlement Counsel must notify the Settlement Fund Administrator and/or the Notice and Claims Administrator of those Remnant Defendants' decision to terminate this Agreement within seven (7) days of receiving written notice of such termination and instructions from those Remnant Defendants required to effectuate the wire transfer for the Termination Refund;

b. the Settlement Fund Administrator and/or the Notice and Claims Administrator shall transfer the Termination Refund to those Remnant Defendants within seven (7) days of receiving written notice from Plaintiffs' Settlement Counsel; and

c. upon receipt of the Termination Refund, this Agreement and all of its terms (except Section X.L. and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated, and this Agreement and all orders issued pursuant to this Agreement shall become null and void and of no effect as between the Participating Subdivisions and the terminating Remnant Defendants only. The Participating Subdivisions and those Remnant Defendants shall be returned to the status quo that existed in the Actions immediately prior to their entry into this Settlement Agreement (subject to appropriate extensions of deadlines to enable the Actions to proceed), and the Participating Subdivisions and the terminating Remnant Defendants shall retain all of their respective rights and defenses as of immediately prior to their entry into this Settlement Agreement. The Participating Subdivisions and those Remnant Defendants shall then proceed in all respects as if this Agreement and any related orders had not been executed.

VI. Notice and Claims Administrator

A. **Selection of Notice and Claims Administrator.** Plaintiffs' Settlement Counsel shall nominate, subject to the consent of the Remnant Defendants, an entity to serve as Notice and Claims Administrator that meets the following requirements:

1. The Notice and Claims Administrator will be bound by an agreement mutually acceptable to Plaintiffs' Settlement Counsel and Remnant Defendants.

2. The Notice and Claims Administrator will act as an independent and neutral third party in the performance of its functions including administering and disbursing funds from the Settlement Fund and the Opioid Remediation Fund.

3. The Notice and Claims Administrator may not be an entity that has acted as counsel for, or otherwise represented, a party in claims relating to Products.

4. The Notice and Claims Administrator shall have the authority to perform all actions consistent with the terms of this Agreement that the Notice and Claims Administrator deems to be reasonably necessary to effectuate the notice. Subject to the Parties' approval, the Notice and Claims Administrator may retain any entity that the Notice and Claims Administrator deems to be reasonably necessary to provide assistance in effectuating Notice to the Participating Subdivisions.

5. The Notice and Claims Administrator's role generally shall include, consistent with the terms of this Agreement, administration of the proposed Settlement, including receiving, preserving, reviewing, analyzing, and approving Participation Forms, including all supporting documentation, as well as distributing and overseeing distribution of the Opioid Remediation Fund according to the Plan of Allocation.

6. Any successor to the initial Notice and Claims Administrator shall be subject to the consent of all Settling Parties, shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s) to date.

7. The Notice and Claims Administrator shall have no authority to alter in any way the Settling Parties' or Participating Subdivisions' rights and obligations under this Agreement.

8. The Remnant Defendants and Released Entities shall have no involvement with or responsibility for supervising the Notice and Claims Administrator and are not subject to the authority of the Notice and Claims Administrator.

9. All fees, costs, and expenses incurred in the administration and/or work by the Notice and Claims Administrator, including fees, costs, and expenses of the Notice and Claims Administrator, as well as the costs of distributing the Notice, shall be paid from the Settlement Funds. Remnant Defendants shall have no obligation to pay any such fees, costs, and expenses other than the Pooled Settlement Amount.

B. **Distribution of Settlement Fund.**

1. The Notice and Claims Administrator shall administer the claims submitted by Participating Subdivisions and shall oversee distribution of the Settlement Funds, including distribution of amounts in the Opioid Remediation Fund to Participating Subdivisions pursuant to the Plan of Allocation. Subject to the terms of this Agreement and any order(s) of the

MDL Court, as may be necessary or as circumstances may require, the Settlement Funds shall be applied as follows:

a. to pay Taxes and Tax Expenses on the Settlement Funds (but not on any individual distributions to Participating Subdivisions made pursuant to the Plan of Allocation);

b. to pay Notice and Administrative Costs (including escrow fees and costs);

c. to pay the Attorneys' Fees and Expenses, as set forth in and pursuant to the provisions of Section VII. of this Agreement; and

d. to distribute the balance, which constitutes the "Opioid Remediation Funds," to Participating Subdivisions as allowed by this Agreement and the Plan of Allocation.

2. No amount may be disbursed from the Settlement Fund until the Effective Date, except that: (a) Notice and Administrative Costs (including escrow fees and costs) may be paid from the Settlement Fund as they become due, and (b) Taxes and Tax Expenses on the Settlement Funds may be paid from the Settlement Fund as they become due.

C. **Distribution of Opioid Remediation Fund.** Upon the Effective Date and thereafter, and in accordance with the terms of this Agreement, the Plan of Allocation, and any further order(s) of the MDL Court, the Opioid Remediation Funds shall be distributed to Participating Subdivisions as provided by Section VI.B.1.d.

VII. Use and Allocation of Opioid Remediation Fund.

A. Use of Opioid Remediation Funds.

1. It is the intent of the Parties that the payments disbursed from the Opioid Remediation Fund to Participating Subdivisions be for Opioid Remediation as set forth in **Exhibit D**: List of Opioid Remediation Uses, all of which are compensatory and remedial in nature consistent with the restitution characterization under 26 U.S.C. § 162(f)(2)(A). In no event may less than ninety-five percent (95%) of the Opioid Remediation Funds be spent on Opioid Remediation.

2. While disfavored by the Parties, a Participating Subdivision set forth on **Exhibit C** may use monies from the Opioid Remediation Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation. If, at any time, a Participating Subdivision set forth on **Exhibit C** uses any monies from the Opioid Remediation Fund for a purpose that does not qualify as Opioid Remediation, such Participating Subdivision set forth on **Exhibit C** shall identify such amounts and report to the Notice and

Claims Administrator and the Remnant Defendants how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. It is the intent of the Parties that the reporting under this Section VII.A.2. shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this Section VII.A.2. as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the Compensatory Restitution Amount for purposes of Section III.B., and (b) Participating Subdivisions not listed on **Exhibit C** may only use monies from the Opioid Remediation Fund for purposes that qualify as Opioid Remediation.

B. **Allocation of Opioid Remediation Fund.** The allocation of the Opioid Remediation Fund allows for different approaches to be taken in different states, such as through a State-Subdivision Agreement. The Notice and Claims Administrator will, for each Participating Subdivision, apply the terms of this Agreement and any relevant State-Subdivision Agreement or voluntary redistribution of funds as set out below before disbursing the funds.

1. A State-Subdivision Agreement may govern the operation and use of amounts allocated to the Participating Subdivisions of a particular State so long as the terms do not conflict with Section VII.A. and the funds are held in a segregated account until distributed for their intended purposes.

2. In the absence of an applicable State-Subdivision Agreement, the Opioid Remediation Fund will be used solely for future Opioid Remediation and the Opioid Remediation Funds will be distributed for their intended purposes by the Notice and Claims Administrator to Participating Subdivisions included on **Exhibit E** pursuant to the Plan of Allocation. Section VII.B.3. shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in **Exhibit E**. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will receive any amount from the Opioid Remediation Fund, regardless of whether such Subdivision is included on **Exhibit E**. Also, no State will receive any amount from the Opioid Remediation Fund.

3. Any portion of the Opioid Remediation Fund allocated pursuant to Section VII.B. and the Plan of Allocation to a Subdivision that is a Non-Participating Subdivision will be re-allocated among Participating Subdivisions as later agreed between Plaintiffs' Settlement Counsel and Remnant Defendants. For avoidance of doubt, any amount allocated to a Participating Subdivision under this Section VII.B.3. must be used as provided by Section VII.A.

C. **No Liability for Distribution of Settlement Fund or Opioid Remediation Fund.** Neither the Released Entities nor their counsel shall have any responsibility for, or liability whatsoever with respect to, the distribution of the Settlement Fund or Opioid

Remediation Fund; administering the Plan of Allocation; the Settlement Fund's or Opioid Remediation Fund's qualification as a "qualified settlement fund"; the payment or withholding of Taxes or Tax Expenses; the distribution of Settlement Funds or Opioid Remediation Funds; or any losses incurred in connection with any such matters. The Releasors hereby fully, finally, and forever release, relinquish, and discharge the Released Entities and their counsel from any and all such liability. No entity shall have any claim against Plaintiffs' Settlement Counsel, the Notice and Claims Administrator, or any Released Entity based on the distributions made in accordance with this Agreement, the Plan of Allocation, or further orders of the MDL Court.

D. **Balance Remaining in Settlement Fund or Opioid Remediation Fund.** If there is any balance remaining in the Settlement Fund or Opioid Remediation Fund (whether by reason of tax refunds, uncashed checks, or otherwise), such balance shall be deemed as Opioid Remediation Funds and distributed in accordance with the Plan of Allocation and Section VII., and shall be used and expended solely for the purpose set forth in **Exhibit D**, or further order of the MDL Court (but not to the Remnant Defendants).

VIII. Attorneys' Fees and Expenses

The Agreement on Attorneys' Fees and Expenses is set forth in **Exhibit H** and incorporated herein by reference. The Released Entities shall have no responsibility for or liability whatsoever with respect to any payment for Attorneys' Fees and Expenses or to any other entity or person that may assert a claim for any attorneys' fee, expense, or costs, except as set forth in the Agreement on Attorneys' Fees and Expenses in **Exhibit H**.

IX. Releases and Dismissal

A. **No Future Actions Following Release.** As of the Effective Date, the Released Entities are fully, finally, and forever released and discharged from all of the Releasors' Released Claims. Each Releasor hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever, whether on its own behalf, or as part of any putative, purported, or certified class. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims. This Agreement shall be a complete bar to any Released Claim. Other than as set forth herein, this Agreement does not include any provisions for injunctive relief. Participating Subdivisions shall look solely to the Settlement Funds for settlement and satisfaction against the Released Entities of all claims that are released hereunder. The MDL Court shall have continuing and exclusive jurisdiction to enforce the terms and provisions of this Agreement and any and all of its Orders made in connection with Settlement approval, notice, administration, and implementation.

B. **Claim-Over and Non-Party Settlement.**

1. It is the intent of the Parties that:

a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance or other third-party contract), from other parties for their payment obligations under this Agreement;

b. The payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);

c. Claims by Releasors against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and

d. this Agreement meets the Uniform Contribution Among Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to pay other parties.

The provisions of this Section IX.B. are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided that* a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance or other third-party contracts.

3. To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will seek to include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Remnant Defendants in Section IX.B.2. or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. In the event that any Releasor obtains a judgment against a Non-Released Entity that does not contain a prohibition like that described in Section

IX.B.2., or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section IX.B.2., and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity shall be relieved of the prohibition in Section IX.B.2. with respect to that Non-Released Entity and that Releasor and the Remnant Defendants shall take the following actions to ensure that the Released Entities do not pay more with respect to the Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Agreement by the Remnant Defendants:

a. The Remnant Defendants shall notify that Releasor of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or within sixty (60) days of the Effective Date, whichever is later.

b. The Remnant Defendants and that Releasor shall meet and confer concerning the means to hold the Released Entities harmless from the Claim-Over and ensure that the Released Entities are not required to pay more with respect to the Released Claims than the amounts owed by Remnant Defendants under this Agreement.

c. That Releasor and the Remnant Defendants shall take steps sufficient and permissible under applicable law to hold the Released Entities harmless from the Claim-Over and ensure the Released Entities are not required to pay more with respect to the Covered Conduct than the amounts owed by Remnant Defendants under this Agreement. Such steps may include, where permissible:

    (i) The Releasor supporting a motion to dismiss or such other appropriate motion as may be filed by the Released Entities in response to any Claim filed in litigation or arbitration;

    (ii) Reduction of that Releasors' Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

    (iii) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;

    (iv) Return of monies paid by Remnant Defendants to that Releasor under this Agreement to permit satisfaction of a

judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

(v) Payment of monies to Remnant Defendants by that Releasor to ensure they are held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(vi) Credit to the Remnant Defendants under this Agreement to reduce the overall amounts to be paid under this Agreement such that they are held harmless from the Claim-Over; and

(vii) Such other actions as that Releasor and the Remnant Defendants may devise to hold the Released Entities harmless from the Claim-Over.

d. The actions of that Releasor and Remnant Defendants taken pursuant to paragraph (c) must in combination, ensure Remnant Defendants are not required to pay more with respect to Covered Conduct than the amounts owed by Remnant Defendants under this Agreement.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section IX.B.3. shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, distributor, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Each Remnant Defendant shall notify the Participating Subdivisions, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entity assert a Claim-Over arising out of contractual indemnity against it.

C. **Litigation Bar.** The Settling Parties contemplate and agree that this Agreement may be pleaded as a bar to a lawsuit, and an injunction may be obtained, preventing any action from being initiated or maintained in any case sought to be prosecuted on behalf of any Releasors with respect to the Released Claims.

D. **General Release.** The Releasors acknowledge that, by executing this Agreement, and for the consideration received hereunder, it is their intention to release, and they are releasing, all Released Claims, even Unknown Claims. In connection with the releases provided for in this Agreement, each Releasor expressly, knowingly, and voluntarily waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
THAT THE CREDITOR OR RELEASING PARTY DOES NOT

> KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Releasors likewise expressly, knowingly, and voluntarily waive any rights under Section 20-7-11 of the South Dakota Codified Laws, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Releasors acknowledge that they have been advised by Plaintiffs' Settlement Counsel of the contents and effects of California Civil Code § 1542, and hereby expressly waive and release with respect to the Released Claims any and all provisions, rights, and benefits conferred by California Civil Code § 1542 or by any equivalent, similar, or comparable law or principle of law in any jurisdiction, including, but not limited to Section 20-7-11 of the South Dakota Codified Laws. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Releasor hereby expressly waives, and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Releasors' decision to enter into or participate in this Agreement.

E. **Assigned Interest Waiver.** To the extent that any Releasor has any direct or indirect interest in any rights of a third party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against a Remnant Defendant (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, such Releasor waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to such Remnant Defendant.

F. ***Res Judicata*.** Nothing in this Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the Settlement gives rise to under applicable law.

G. **Effectiveness.** The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Funds or any portion thereof, by the enactment of future laws or the reinterpretation of existing law, or by any seizure of the Settlement Funds or any portion thereof.

H. **Cooperation.** The Settling Parties agree to use their best efforts and to cooperate to cause this Agreement and the Consent Judgment to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, the Settling Parties agree that they will not directly or indirectly assist or encourage any challenge to this Agreement or the Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgment. Upon the Effective Date, Plaintiffs' Settlement Counsel will also reasonably cooperate with the Remnant Defendants to secure the prompt dismissal of any and all Released Claims in the Actions and in any later-filed litigation implicated by the releases, covenants not to sue, and/or claim bars set forth herein.

I. **Liens.** Each Participating Subdivision agrees to be responsible for any liens, interests, actions, or claims asserted by any third party, in a derivative manner, for or against the portion of Opioid Remediation Funds allocated to that Participating Subdivision, including, without limitation, any derivative actions or claims asserted by any financial institutions, lenders, insurers, agents, representatives, successors, predecessors, assigns, attorneys, bankruptcy trustees, and any and all other entities that may claim through them in a derivative manner.

J. **Claims Excluded from Release**. Notwithstanding the foregoing, the releases provided herein shall not release claims of governmental entities that do not participate in the Settlement; claims arising solely from conduct by the Remnant Defendants that occurs after the Effective Date; claims against the Remnant Defendants other than the Released Claims; or claims alleging a breach of this Agreement or seeking to enforce this Agreement.

X. Miscellaneous Provisions

A. **Population of Subdivisions.** The population figures for Subdivisions shall be the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.

B. **No Admission of Liability or Wrongdoing.** The Parties agree to settle the Released Claims and to execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation. The Remnant Defendants do not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgment shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Remnant Defendants.

C. **Voluntary Settlement.** Each Settling Party warrants and represents that it negotiated the terms of this Agreement in good faith, without any degree or duress or compulsion, and after consultation with competent legal counsel. The Settling Parties agree that throughout the course of the litigation of the Action, the Settling Parties and their counsel vigorously prosecuted their claims and/or defenses consistent with the applicable rules of procedure.

D. **Authorization to Enter Settlement Agreement.** The undersigned representatives of Remnant Defendants represent they are fully authorized to enter into and execute this Agreement on behalf of Remnant Defendants. Plaintiffs' Settlement Counsel represent that they

are, pursuant to MDL Court appointment, expressly authorized to take all action required or permitted to be taken pursuant to this Agreement to effectuate its terms and enter into and execute this Agreement and any modifications or amendments to this Agreement, on behalf of the Participating Subdivisions, that they deem appropriate.

E. **Integrated Agreement.** Except for any amendments, alterations, or modifications provided for under Section X.G., this Agreement, including its exhibits and any other attachments, and the Related Agreements, embodies the entire agreement and understanding between and among the Settling Parties relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral, and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter. It is understood by the Settling Parties that, except for the matters expressly represented herein, the facts or law with respect to which this Agreement is entered into may turn out to be other than or different from the facts now known to each party or believed by such party to be true. Each Settling Party therefore expressly assumes the risk of the facts or law turning out to be so different, and agrees that this Agreement shall be in all respects effective and not subject to termination by reason of any such different facts or law.

F. **Exhibits.** The exhibits to this Agreement are as follows all of which are incorporated by reference, *provided that* the descriptions of the exhibits below are for reference only and do not alter any other term of this Agreement:

Exhibit A – List of Actions. Lists lawsuits brought in state or federal court by or on behalf of Litigating Subdivisions against Remnant Defendants, coordinated under or parallel to MDL No. 2804.

Exhibit B – Documents Describing Alleged Harms. References non-exclusive examples of alleged past, present, and future financial, societal, and public nuisance harms and related expenditures.

Exhibit C – List of Litigating Subdivisions. Lists of all Litigating Subdivisions.

Exhibit D – List of Opioid Remediation Uses. Provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. It includes core strategies and approved uses for settlement funds, such as naloxone distribution, medication-assisted treatment, prevention programs, and more.

Exhibit E – Plan of Allocation. The plan or formula for allocation of the Opioid Remediation Fund among Participating Subdivisions.

Exhibit F – List of Remnant Defendants' Joint Ventures, Subsidiaries, Affiliates, and Predecessor Entities. Lists joint ventures, subsidiaries, affiliates, and predecessor entities of the Remnant Defendants.

Exhibit G – Subdivision Settlement Participation Form. Form that Participating Subdivisions must execute and return to participate in the settlement and receive payment.

Exhibit H – Agreement on Attorneys' Fees, Costs, and Expenses. Details the agreement regarding the allocation and payment of attorneys' fees, costs, and expenses from the settlement funds, including the structure of the Attorney Fee Fund, Common Benefit Fund, and Contingency Fee Fund.

G. **Amendment.** The terms and provisions of this Agreement may not be altered, amended, or modified except in writing signed by all Settling Parties.

H. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature. Counsel for the Settling Parties to this Agreement shall exchange among themselves original or scanned counterparts and a complete, assembled executed counterpart shall be filed with the MDL Court.

I. **Construction.** None of the Settling Parties shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

J. **Each Party to Bear Its Own Costs and Fees.** Except as otherwise provided herein, each Settling Party shall bear its own attorneys' fees and other litigation expenses and costs.

K. **Federal Rule of Evidence 408.** The Settling Parties agree that this Agreement, its terms and the negotiations surrounding this Agreement shall be governed by Federal Rule of Evidence 408 and shall not be admissible or offered or received into evidence in any suit, action, or other proceeding, except as provided in this Agreement, upon the written agreement of the Settling Parties hereto, pursuant to an order of a court of competent jurisdiction, or as shall be necessary to give effect to, or to declare or enforce the rights of the Settling Parties with respect to, any provision of this Agreement.

L. **Use of Agreement as Evidence.** Neither this Agreement nor the Settlement, nor any act performed, statement made, or document executed pursuant to or in furtherance of this Agreement or the Settlement: (a) is, may be deemed to be, or may be used as an admission or evidence of the validity of any Released Claims, any allegation made in any Action, or any wrongdoing or liability of Remnant Defendants; or (b) is, may be deemed to be, or may be used as an admission or evidence of any liability, fault, or omission of the Released Entities in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Neither this Agreement nor the Settlement, nor any act performed, statement made, or document executed pursuant to or in furtherance of this Agreement or the Settlement shall be admissible in any proceeding for any purpose except to enforce the terms of the Settlement, and except that the Released Parties may file this Agreement and/or the Consent Judgment in any

action for any purpose, including, but not limited to, in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim. Notwithstanding anything to the contrary in this Agreement or otherwise, Remnant Defendants may file or use this Agreement and related materials in any action: (i) involving a determination regarding insurance coverage; (ii) involving a determination of the taxable income or tax liability of any Remnant Defendants; (iii) to support a claim for contribution and/or indemnification; or (iv) to support any argument or defense by a Remnant Defendant that the Pooled Settlement Amount provides a measure of compensation for asserted harms or otherwise satisfies the relief sought.

M. **Preservation of Records.** For five years following the Effective Date, (i) the Notice and Claims Administrator shall be required to keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data submitted in connection with any Participation Form; and (ii) each Participating Subdivision shall keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data supporting its Participation Form.

N. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

O. **Notices.** All notices from or between the Settling Parties shall be in writing. Each such notice shall be given by: (a) email; (b) hand delivery; (c) registered or certified mail, return receipt requested, postage pre-paid; or (d) FedEx or similar overnight courier, to their representatives at the addresses set forth below or such other addresses as Plaintiffs' Settlement Counsel or the Remnant Defendants may designate, from time to time, by giving notice to all Settling Parties in the manner described in this paragraph.

If directed to Plaintiffs' Settlement Counsel, or Participating Subdivisions, address notice to:

Peter H. Weinberger
SPANGENBERG SHIBLEY & LIBER
1001 Lakeside Avenue East, Suite 1700
Cleveland, OH 44114
(216) 696-3232
pweinberger@spanglaw.com

Jayne Conroy
SIMMONS HANLY CONROY
112 Madison Avenue, 7th Floor
New York, NY 10016
(212) 784-6400
jconroy@simmonsfirm.com

Joseph F. Rice
MOTLEY RICE
28 Bridgeside Blvd.
Mt. Pleasant, SC 29464
(843) 216-9000
jrice@motleyrice.com

Paul T. Farrell, Jr., Esq.
FARRELL & FULLER
270 Munoz Rivera Ave., Suite 201
San Juan, PR 00918
(304) 654-8281
paul@farrellfuller.com

If directed to the Remnant Defendants, address notice to:

United Natural Foods, Inc.

Kim J. Myrdahl
Deputy General Counsel, Senior Vice President & Chief Compliance Officer
United Natural Foods, Inc.
Legal Department
PO Box 990
Minneapolis, Minnesota 55440
kim.j.myrdahl@unfi.com

With a copy (which shall not constitute notice) to:

Joseph M. Vanek
Greg Shinall
Trevor K. Scheetz
Sperling Kenny Nachwalter, LLC
321 N. Clark St., 25th Floor
Chicago, Illinois 60654
jvanek@sperlingkenny.com
shinall@sperlingkenny.com
tscheetz@sperlingkenny.com

J M Smith Corporation

Robert M. Barrett
General Counsel
J M Smith Corporation
9098 Fairforest Road
Spartanburg, SC 29301
rbarrett@jmsmith.com

With a copy (which shall not constitute notice) to:

John J. Haggerty
Fox Rothschild LLC
Stone Manor Corporate Ctr.
2800 Kelly Road, Suite 200
Warrington, PA 18975
jhaggerty@foxrothschild.com

Louisiana Wholesale Drug Company, Inc.

Chad Gielen
President
Louisiana Wholesale Drug Co., Inc.
2085 I-49 S. Service Rd.
Sunset, LA 70584

With a copy (which shall not constitute notice) to:

Neil G. Vincent
Allen & Gooch, ALC
2000 Kaliste Saloom Road, Ste. 400
Lafayette, Louisiana 70508
neilvincent@allengooch.com

Morris & Dickson Co., L.L.C.

Jim Walden
Walden Macht Haran & Williams LLP
250 Vesey Street, 27th Floor
New York, NY 10281
jwalden@wmhwlaw.com

Russell Dickson
General Counsel
Morris & Dickson Co., L.L.C.
PO Box 51367
Shreveport, LA 71135
rdickson@morrisdickson.com

North Carolina Mutual Wholesale Drug Company, Inc.

Clint Syvinski, Co-CEO
Katie Zechman, Co-CEO
North Carolina Mutual Wholesale Drug Co.

816 Ellis Rd.
Durham, NC 27703
csyvinski@mutualdrug.com
kzechman@mutualdrug.com

With a copy (which shall not constitute notice) to:

Chris Graebe
Morningstar Law Group
434 Fayetteville St., Suite 2200
Raleigh, NC 27601
cgraebe@morningstarlawgroup.com

Associated Pharmacies, Inc.; American Associated Pharmacies

Clint King
President
Associated Pharmacies, Inc.
211 Lonnie E. Crawford Blvd.
Scottsboro, AL 35769
clint@apirx.com

With a copy (which shall not constitute notice) to:

Carl S. Burkhalter
S. Reeves Jordan
Maynard Nexsen P.C.
1901 Sixth Ave. N., Suite 1700
Birmingham, AL 35203
cburkhalter@maynardnexsen.com
rejordan@maynardnexsen.com

Any Settling Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Section X.O.

P. **Consent to Jurisdiction.** The Remnant Defendants, the Plaintiffs' Settlement Counsel, and Participating Subdivisions (including all Releasors) hereby irrevocably submit to the exclusive jurisdiction of the MDL Court only for the specific purpose of any suit, action, proceeding, or dispute arising out of or relating to the enforcement of this Agreement or the applicability of this Agreement. Solely for purposes of such suit, action, or proceeding, to the fullest extent that they may effectively do so under applicable law, the Remnant Defendants, the Plaintiffs' Settlement Counsel, and the Participating Subdivisions and the Participating Subdivisions' Counsel irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the MDL Court or that the MDL Court is in any way an improper venue or an inconvenient forum. Nothing herein shall be construed as a submission to jurisdiction for any purpose other than any

suit, action, proceeding, or dispute arising out of or relating to enforcement of this Agreement or the applicability of this Agreement. For the avoidance of doubt, nothing herein shall be construed as a submission to jurisdiction in any action involving a determination regarding insurance coverage.

Q. **Resolution of Disputes; Retention of Exclusive Jurisdiction.** Any disputes between or among the Remnant Defendants and any Participating Subdivision concerning matters contained in this Agreement, including the Plan of Allocation, shall, if they cannot be resolved by negotiation and agreement, be submitted to the MDL Court. The MDL Court shall retain exclusive jurisdiction over the implementation and enforcement of the Settlement.

R. **Choice of Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the applicable provisions of the Federal Rules of Civil Procedure and Evidence, and the internal, substantive laws of the State of Ohio without giving effect to that State's choice of law principles.

S. **No Waiver.** No delay or omission by any Settling Party in exercising any rights under this Agreement will operate as a waiver of that or any other right. The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

T. **Preservation of Privilege**. Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party and Participating Subdivision agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

U. **Duty Not to Encourage Non-Participation.** Plaintiffs' Settlement Counsel agrees not to in any way encourage, promote, or solicit any Subdivision, or their counsel, to decline to participate in this Settlement, or seek any relief inconsistent with this Settlement.

V. **Tax Cooperation and Reporting.**

1. Upon request by any Remnant Defendant, the Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for the Remnant Defendant to establish the statements set forth in Section III.B. to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.

2. Without limiting the generality of Section X.V.1., each Participating Subdivision shall cooperate in good faith with any Remnant Defendant with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement. The Settling Parties agree to cooperate in good faith to provide documentation and perform such further acts, reporting, or allocation to achieve maximum deductibility under the terms of this Agreement.

3. The Designated Subdivision, as defined in Section I.K., on behalf of all Participating Subdivisions, shall designate one of its officers or employees to act as the "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the "*Appropriate Official*"). The Designated Subdivision shall direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Settling Parties, an IRS Form 1098-F with respect to each of the Remnant Defendants and (ii) any legally required returns or amended returns with any applicable governmental authority, or any returns requested by the respective Remnant Defendant, and (b) provides to each of the Remnant Defendants a copy of (i) the IRS Form 1098-F filed with respect to such Remnant Defendant and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such form, return, or statement shall be prepared and filed in a manner fully consistent with Section III.B.

4. The Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to Section X.V.3., and any similar document, shall be prepared and filed in a manner consistent with reporting each Remnant Defendant's portion of the Pooled Settlement Amount as the "Total amount to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F and each Remnant Defendant's portion of the Compensatory Restitution Amount as "Restitution/remediation amount" in Box 2 of IRS Form 1098-F. If the Designated Subdivision or Appropriate Official shall be required to file any return, amended return, or written statement contemplated by this Section X.V. other than an IRS Form 1098-F, the Designated Subdivision shall direct and ensure that the Appropriate Official provides to each Remnant Defendant a draft of such return, amended return, or written statement in respect of such Remnant Defendant no later than sixty (60) calendar days prior to the due date thereof and shall accept and reflect any reasonable comments of such Remnant Defendant on the return, amended return, or written statement in respect of such Remnant Defendant.

5. For the avoidance of doubt, neither the Remnant Defendants nor the Participating Subdivisions make any warranty or representation to any Participating Subdivision or Releasor as to the tax consequences of any aspect of the Settlement or this Agreement.

W. **No Third-Party Beneficiaries**. Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Released Entity. No Participating Subdivision may assign or otherwise convey any right to enforce any provision of this Agreement.

X. **Confidentiality.** The terms of this Agreement shall remain confidential until Subdivision Settlement Participation Forms are submitted to Subdivisions pursuant to the terms of this Agreement, or the proposed order to establish qualified settlement funds is submitted to the MDL Court, whichever occurs first; *provided that*, prior to then the Settling Parties may disclose the terms of this Settlement to accountants, lenders, auditors, legal counsel, tax advisors, insurers, or consultants; or as part of any security or other disclosure required by law (as determined by a Settling Party and its counsel); or in response to a request by any governmental, judicial, or regulatory authority or otherwise required by applicable law or court order; and Participating Subdivisions may disclose the terms of the Settlement to any entity that has applied to serve as Notice and Claims Administrator, or Settlement Fund Administrator, who shall abide by the terms of this paragraph. Any formal press release by a Settling Party regarding this Settlement prior to entry of the Final Judgment shall be shared in advance with the other Settling Party, with a reasonable opportunity for comments and suggested changes.

***

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

PLAINTIFFS' SETTLEMENT COUNSEL

Date: _____

By:_____

Printed Name: _____

Title:_____

[Signature Page to Settlement Agreement]

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

MORRIS & DICKSON CO., L.L.C.

Date: _____

By:_____

Printed Name: _____

Title:_____

[Signature Page to Settlement Agreement]

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

UNITED NATURAL FOODS, INC.

Date: _____

By:_____

Printed Name: _____

Title:_____

[Signature Page to Settlement Agreement]

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

LOUISIANA WHOLESALE DRUG COMPANY, INC.

Date: _____

By:_____

Printed Name: _____

Title:_____

[Signature Page to Settlement Agreement]

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

J M SMITH CORPORATION

Date: _____

By:_____

Printed Name: _____

Title:_____

[Signature Page to Settlement Agreement]

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

ASSOCIATED PHARMACIES, INC.

Date: _____ By:_____

Printed Name: _____

Title:_____

AMERICAN ASSOCIATED PHARMACIES

Date: _____ By:_____

Printed Name: _____

Title:_____

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

NORTH CAROLINA MUTUAL WHOLESALE DRUG COMPANY, INC.

Date: _____

By:_____

Printed Name: _____

Title:_____

[Signature Page to Settlement Agreement]

EXHIBIT B

Docusign Envelope ID: DB816C89-FA3E-41A7-AA54-7939BE9A7224

Rubris

7900 Westpark Drive
Suite A100
McLean, VA 22102
(571) 397-2050
www.rubris.com

New National Opioids Settlement: Six Remnant Defendants
Notice and Claims Administrator
opioidsparticipation@rubris.com

To: Macon-Bibb County Unified Government, GA
Reference Number: CL-2015119

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SIX REMNANT DEFENDANTS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: Monday, May 4, 2026

A new proposed national opioids settlement ("*Six Remnant Defendants Settlement*") has been reached with six regional distributors/dispenser defendants: Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (each individually, a "*Remnant Defendant*," and, collectively, the "*Six Remnant Defendants*"). This package is a follow-up communication to the *Notice of National Opioids Settlement* recently sent electronically.

You are receiving this package, which includes a *Combined Subdivision Participation and Release Form*, because your entity is eligible to participate.

This electronic envelope contains:

- A *Combined Subdivision Participation and Release Form* for the *Six Remnant Defendants Settlement* that your entity is eligible to join, including a release of any claims.

The *Combined Subdivision Participation and Release Form* must be executed, without alteration, and submitted on or before Monday, May 4, 2026, for your entity to be included in the initial participation calculations and payment eligibility under the *Six Remnant Defendants Settlement*.

The MDL Plaintiffs' Executive Committee recommends that subdivisions agree to the settlement. If a subdivision elects to participate in the *Six Remnant Defendants Settlement* by executing the *Combined Subdivision Participation and Release Form*, the subdivision elects to participate in the settlement as to all *Six Remnant Defendants*. A subdivision cannot elect to participate in the settlement as to fewer than all *Six Remnant Defendants*. Based upon *Combined Subdivision Participation and Release Forms* received on or before Monday, May 4, 2026, the participation rate will be used by each *Remnant Defendant* to

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Rubris

7900 Westpark Drive
Suite A100
McLean, VA 22102
(571) 397-2050
www.rubris.com

individually determine whether participation is sufficient to move forward. If the settlement moves forward, your release will become effective as to all *Remnant Defendants* that determine to move forward. If a *Remnant Defendant* determines not to move forward, your release as to that *Remnant Defendant* will not become effective.

You are encouraged to discuss the terms and benefits of the *Six Remnant Defendants Settlement* with your counsel. Information and documents regarding the *Six Remnant Defendants Settlement*, can be found on the national settlement website at *https://nationalopioidsettlement.com/.* This website will be supplemented if additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Combined Subdivision Participation and Release Form* to the Notice and Claims Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Combined Subdivision Participation and Release Form* electronically through DocuSign will return the signed form to the Notice and Claims Administrator and associate your form with your entity's records. Electronic signature is the most efficient method for returning the *Combined Subdivision Participation and Release Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via Rubris Platform Portal*: If your entity is unable to return an executed *Combined Subdivision Participation and Release Form* using DocuSign, the signed *Combined Subdivision Participation and Release Form* may be submitted via the Rubris Platform Portal. Please utilize the link within the New National Opioid Settlement Notice email in order to upload your entity's *Combined Subdivision Participation and Release Form* directly to the Rubris Platform Portal.

(3) *Manual Signature returned via electronic mail*: If your entity is unable to return an executed *Combined Subdivision Participation and Release Form* using DocuSign, the signed *Combined Subdivision Participation and Release Form* may be returned via electronic mail to *opioidsparticipation@rubris.com*. Please include the name, state, and reference ID of your entity in the body of the email and use the subject line *Combined Subdivision Participation and Release Form* – [Entity Name, Entity State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Subdivision Participation and Release Form*, including changing the authorized signer, can be found at National Opioid Settlement Website. You may also contact *opioidsparticipation@rubris.com*.

Docusign Envelope ID: DB816C89-FA3E-41A7-AA54-7939BE9A7224

7900 Westpark Drive
Suite A100
McLean, VA 22102
(571) 397-2050
www.rubris.com

The sign-on period ends on Monday, May 4, 2026.

If you have any questions about executing the *Combined Subdivision Participation and Release Form,* please contact your counsel or the Notice and Claims Administrator at *opioidsparticipation@rubris.com***.**

Thank you,
Notice and Claims Administrator

The Notice and Claims Administrator is retained to provide the settlement notice required by the settlement agreement referenced above and to manage the collection of settlement participation forms from the settlement.

Docusign Envelope ID: DB816C89-FA3E-41A7-AA54-7939BE9A7224

EXHIBIT G

Six (6) Remnant Defendants' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: Macon-Bibb County Unified Government	State: GA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants' Settlement Agreement ("RDSA"), dated February 3, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).

2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/.*

4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating



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Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.

8. The Governmental Entity has the right to enforce the RDSA as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.

11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.



Docusign Envelope ID: DB816C89-FA3E-41A7-AA54-7939BE9A7224

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE TRANSFERS AND APPROPRIATIONS FROM 2018 SPLOST REVENUES AND THE INTEREST EARNED THEREON AS PROVIDED FOR HEREIN; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, a one cent Special Purpose Local Option Sales and Use Tax was approved by Resolution, dated August 2, 2016, of the Macon-Bibb County Commission with a project list as described therein for capital outlay projects which was subsequently approved by the voters of the County on November 8, 2016 on all sales and uses within the County for an indefinite period of time, as allowed under the SPLOST Law for a consolidated government, (O.C.G.A. § 48-8-111.1), to be collected until the amount of specified tax has been raised, said total amount being $280,000,000.00 which collection is set to begin on April 1, 2018, or upon the termination of the current SPLOST being collected (the "2018 SPLOST Revenues"); and

WHEREAS, by Executive Order E-26-0002, the Mayor declared several projects funded by the 2018 SPLOST Revenues to be substantially complete; and

WHEREAS, as a result of such declaration, the funding for the projects that were declared substantially complete was moved to the "Other – Contingency" line in each of their respective SPLOST categories; and

WHEREAS, in order to utilize the funds for 2018 SPLOST projects, the funds must be transferred to the "Other – Property" line item in each of their respective SPLOST categories; and

WHEREAS, accordingly, the Macon-Bibb County Commission believes that the transfer and appropriation of up to $4,326,000.00 from the 2018 SPLOST Revenues, reallocating funds from substantially complete projects to line items from which such funds may be spent on

remaining projects, will benefit and be in the best interests of the citizens of Macon-Bibb County; and

WHEREAS, additionally, an appropriation, in the amount of $309,958.00, from the interest earned on 2018 SPLOST Revenues is necessary to fund cost overruns in various SPLOST line items, as provided in the Accounting Transaction form attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1

The Macon-Bibb County Commission does hereby approve and authorize the transfer and appropriation of 2018 SPLOST Revenues, in the amount of up to $4,326,000.00 as follows:

1. The remaining funding previously appropriated to Roads-Forest Hill from Roads-Other, Contingency to Roads – Other, Property;
2. The remaining funding previously appropriated to Roads-Hollingsworth Rd Sidewalks from Roads - Other, Contingency to Roads – Other, Property;
3. The remaining funding previously appropriated to Cultural & Recreation-Coliseum from Cultural & Recreation - Other, Contingency to Cultural & Recreation – Other, Property;
4. The remaining funding previously appropriated to Recreation - Cliffview Lake from Recreation - Other, Contingency to Recreation - Other, Property;
5. The remaining funding previously appropriated to Recreation - Memorial from Recreation - Other, Contingency to Recreation – Other, Property;
6. The remaining funding previously appropriated to Blight Bond #2-Edgewood/Telffair/Elm Street Park from Blight Bond #2 – Other, Contingency to Blight Bond #2 - Property
7. The remaining funding previously appropriated to Blight Bond #2 - Booker T Washington/Pursley St from Blight Bond #2 – Other, Contingency to Blight Bond #2 – Property; and

8. The remaining funding previously appropriated to Blight Bond #2 - Robert Train Memorial Center from Blight Bond #2 – Other, Contingency to Blight Bond #2 – Property.

Section 2.

The Macon-Bibb County Commission does hereby approve and authorize the transfer and appropriation of interest earned on 2018 SPLOST Revenues, in the amount of $308,958.00, as provided in Exhibit A, attached hereto and incorporated herein by reference.

Section 3.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4.

The Mayor, the Finance Director, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 5.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 6.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 7.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking

of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 8.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 9.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\ORD MACON-BIBB\2026 Miller Appropriating up to $4,326,000.00 in 2018 SPLOST Funds to Reallocate Amounts From Substantially Complete Projects 3-9-26.docx

EXHIBIT A

Accounting Transaction Form

Journal #
Effective Date 3/17/26
FY 2026

Line #	G/L Account	Transfer From	Transfer To
1	323.361000.004 - Interest SPLOST Bonds	308,958	
2	323.1500.0000.521200.033 - Prof Services Project Manager		32,084
3	323.2000.0006.541000 - Property		29
4	323.3000.0011.542000 - Machinery & Equipment		7,892
5	323.3000.0013.541000 - Property		84,531
6	323.4220.0022.541000.403 - Property Pine Hill Dr Sidewalks		22,446
7	323.4220.0022.541000.411 - Property Tucker Bridge Road		2,309
8	323.4220.0022.541000.412 - Property Cotton Avenue Plaza 1st St		73,879
9	323.4220.0022.541000.413 - Property Willie C Hill Annex Building		2,837
10	323.4220.0022.541000.416 - Property Barrington Hall		3,064
11	323.6100.0038.541000 - Property		34,698
12	323.6100.0039.541000 - Property		3,811
13	323.6100.0040.542000 - Machinery & Equipment		17,864
14	323.6100.0042.541000 - Property		14,209
15	323.6100.0044.541000 - Property		5,257
16	323.6100.0045.541000 - Property		3,561
17	323.6100.0049.541000 - Property		487
		308,958.00	308,958.00

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 BRENDALYN BAILEY**

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE APPROPRIATIONS, IN THE AMOUNT OF $31,500,000.00, FROM 2025 SPLOST FUNDS TO THE JAIL EXPANSION AND UPGRADE PROJECT, THE ARENA PROJECT, PUBLIC SAFETY PROJECTS, CULTURAL AND RECREATION PROJECTS, I.T. PROJECTS, AND DEBT SERVICE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, a one cent Special Purpose Local Option Sales and Use Tax was approved by Resolution R-24-0182 A, dated December 16, 2024, of the Macon-Bibb County Commission with a project list as described therein for capital outlay projects which was subsequently approved by the voters of the County on March 18, 2025 on all sales and uses within the County for an indefinite period of time, as allowed under the SPLOST Law for a consolidated government, (O.C.G.A. § 48-8-111.1), to be collected until the amount of specified tax has been raised, said total amount being $450,000,000.00 which collection is set to begin on October 1, 2025, or upon the termination of the current SPLOST being collected (the "2025 SPLOST Revenues"); and

WHEREAS, in anticipation of the collection of the 2025 SPLOST Revenues, the Macon-Bibb County Commission authorized, via Resolution R-25-0128, dated August 2, 2025, the purchase of $50,000,000.00 General Obligation Sales Tax Bonds ("2025 SPLOST Bond") to be utilized to begin 2025 SPLOST projects and to be repaid from sales tax collections at a later time; and

WHEREAS, the Macon-Bibb County Commission, via Ordinance O-25-0044, dated September 23, 2025, adopted a budget for the expenditure of 2025 SPLOST Bond funds; and

WHEREAS, the Macon-Bibb County Commission now desires to adopt a budget, as described herein, for the expenditure of 2025 SPLOST revenue collected from the initiation of the 2025 SPLOST through June 30, 2026, in an amount of $31,500,000.00; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1

The Macon-Bibb County Commission does hereby approve and authorize the following budget and appropriations of 2025 SPLOST revenues collected from the initiation of the 2025 SPLOST through June 30, 2026, in the amount of $31,500,000.00, for funding the following authorized expenditures, in the following amounts:

A. $5,000,000.00 for the Jail Expansion and Upgrade Project;
B. $17,500,000.00 for the Arena Project;
C. $2,000,000.00 for Public Safety projects;
D. $375,000.00 for Cultural and Recreation projects;
E. $1,500,000.00 for I.T. projects; and
F. $5,125,000.00 for debt service.

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 _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE A SUPPLEMENTAL APPROPRIATION FROM GENERAL FUND – FUND BALANCE, IN THE AMOUNT OF $35,000.00, TO THE BOARD OF COMMISSIONERS – REPAIRS & MAINTENANCE SOFTWARE LINE ITEM FOR THE PURCHASE OF DOCACCESS SOFTWARE; 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 desires to make a supplemental appropriation of $35,000.00 from the General Fund – Fund Balance to the Board of Commissioners – Repairs & Maintenance Software line item to purchase DocAccess software to ensure the accessibility of County documents stored online, as provided in the Budget Amendment document attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1.

The Macon-Bibb County Commission hereby approves a supplemental appropriation from General Fund – Fund Balance to the Board of Commissioners – Repairs and

Maintenance Software line item, in the amount of $35,000.00, for the purchase of DocAccess software, as provided in Exhibit A.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3.

The Mayor, the 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 _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\ORD MACON-BIBB\2026 Miller Supplemental Appropriation For Board Of Commissioners Doc Access Software $35,000.00 3-10-26.Docx

EXHIBIT A

Macon-Bibb County

July 1, 2025 to June 30, 2026

Budget Amendment

Amendment Number:

Supplemental X

Department

Administrative (check a box)

Date of Request: 3/9/2026 Department: Board of Commissioners

Transfer From:

Account Title	Account Number	Amount
Fund Balance	100.505500	35,000.00
	Total	35,000.00

Transfer To:

Account Title	Account Number	Amount
Repairs & Maintenance Software	100.1100.522200.009	35,000.00
	Total	35,000.00

Reason for Transfer-

Add budget for DocAccess software

Approvals:	Initials	Date
Department Head Initials/Date		2026
Budget Officer Initials/Date		2026
County Manager Initials/Date		2026
Finance Complete Transfer Initials/Date		2026

Notes to file:

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING A NOT TO EXCEED PRICE OF $14,000,000.00 FOR THE COMPLETION OF RENOVATIONS TO THE BIBB COUNTY COURTHOUSE, TO BE PAID FROM THE 2018 SPLOST FUND – JUDICIAL - COURTHOUSE – PROPERTY LINE ITEM AND DECLARING THE COURTHOUSE PROJECT TO BE SUBSTANTIALLY COMPLETE FOR PURPOSES OF ALLOCATING 2018 SPLOST FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County has been planning for the renovation of the Bibb County Courthouse since the inception of the 2018 SPLOST; and

WHEREAS, accordingly, in 2025, the Macon-Bibb County Commission authorized agreements with an architect and construction manager for the completion of the courthouse project; and

WHEREAS, the County has received all the revenue it expected to receive for the purpose of funding 2018 SPLOST projects and has begun collection of 2025 SPLOST revenue; and

WHEREAS, accordingly, the Macon-Bibb County Commission desires to allocate an amount of up to $14,000,000.00 from the 2018 SPLOST Fund – Judicial – Courthouse – Property line item, which has already been appropriated for the renovation of the courthouse, to complete the courthouse renovations, and declare the courthouse renovations project substantially complete so that the remaining funds in the same line item may be reallocated to different 2018 SPLOST projects; 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 use of a not to exceed amount of FOURTEEN MILLION DOLLARS ($14,000,000.00) for the completion on the courthouse renovation project, to be paid from the 2018 SPLOST Fund – Judicial – Courthouse – Property line item, and declares the courthouse renovation project to be substantially complete for the purposes of allocating 2018 SPLOST funds.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then

this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Authorizing Not to Exceed Price of $14,000,000.00 for Courthouse Renovation and Declaring Courthouse Substantially Complete 3-13-26.docx

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

AN ORDINANCE Of THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF LMIG 2026 FUNDS IN THE AMOUNT OF $2,697,459.99 AND APPROPRIATING FUNDS FOR THE REQUIRED 30% LOCAL MATCH, IN THE AMOUNT OF $809,237.97, TO BE PAID FROM the 2018 SPLOST – LMIG LINE ITEM; AND FOR OTHER LAWFUL PURPOSES

WHEREAS, the Local Maintenance Improvement Grant (hereinafter referred to as "LMIG") Program is a State allocated program funded by the State Motor Fuel Tax Collections that provides funding to local governments to be used for improving and maintaining public roads; and

WHEREAS, eligible projects and costs that can be funded using LMIG include preliminary engineering, construction, utility adjustments, patching, leveling, resurfacing, grading, drainage, replacing storm drainpipe, intersection improvements, turn lanes, bridge repair, sidewalks adjacent to a public roadway or street, roadway signs, guardrails, and signal installation/improvement; and

WHEREAS, projects which are not eligible to be completed with LMIG funds include off system right-of-way acquisitions, street lighting, beautification and streetscapes, walking trails, landscaping, and administrative services; and

WHEREAS, for the 2026 LMIG, Macon-Bibb County has been awarded funding in the amount of $2,697,459.99 from the State of Georgia, while Macon-Bibb County will be responsible for providing a thirty percent (30%) match in the amount of $809,237.97, with all matching costs and additional funding to be paid by 2025 SPLOST funds as such become available, for a combined estimated total funding amount of $3,506,697.96; and

WHEREAS, to ensure that the Macon-Bibb County roads are maintained in a safe and appropriate manner, the Macon-Bibb County Commission desires to authorize the Mayor and

necessary County departments to take all necessary actions to accept the 2026 LMIG award and to appropriate the required matching funds; and

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordered and ordained by the authority of the same that:

Section 1.

The County is hereby authorized to accept the award of LMIG 2026 funds in the amount of TWO MILLION, SIX HUNDRED NINETY-SEVEN THOUSAND, FOUR HUNDRED FIFTY-NINE DOLLARS AND NINETY-NINE CENTS ($2,697,459.99) and to contribute the required local match of thirty percent (30%), in the estimated amount of EIGHT HUNDRED NINE THOUSAND, TWO HUNDRED THIRTY-SEVEN DOLLARS AND NINETY-SEVEN CENTS ($809,237.97), for a total required expenditure of THREE MILLION, FIVE HUNDRED SIX THOUSAND, SIX HUNDRED NINETY-SEVEN DOLLARS AND NINETY-SIX CENTS ($3,506,697.96), with such matching funds to be paid from the 2018 SPLOST - LMIG line item, and such funds are hereby appropriated for the purposes set forth herein.

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, the County Engineer 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.

[SIGNATURES TO FOLLOW]

SO ORDERED AND ORDAINED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

J:\ORD MACON-BIBB\2026 Miller Authorizing Acceptance Of LMIG 26 And Appropriation Of $809237.97 From 2025 SPLOST For Match - 3-5-26.Docx

EXHIBIT A

2026 LMIG Roads

Road Name	From	To	Length (LF) per Segment
Grace Road	Industrial Highway	Avondale Mill Rd	1595
Lokchapee Dr	Forest Hill Rd	Arbor Climb	299
	Arbor Climb	Lokchapee Landing	109
	Lokchapee Landing	Commanche Dr	107
	Comanche Dr	Commanche Pl	174
	Commanche Pl	Sioux Dr	230
	Sioux Dr	Commanche Dr	142
	Huntington Pl	Alexander Dr	422
	Alexander Dr	Alexander Dr	281
Huntington Pl	Lokchapee Dr	Huntington Ct	237
	Huntington Ct	cul-de-sac	310
Huntington Ct	Huntington Pl	cul-de-sac	168
Brandon Way	Lokchapee Dr	Kells Ct	318
	Kells Ct	Lichelle Ct	96
	Lichelle Ct	cul-de-sac	103
Kells Ct	Brandon Way	cul-de-sac	100
Lichelle Ct	Brandon Way	cul-de-sac	88
Commanche Dr	Lokchapee Dr	Sioux Dr	345
	Sioux Dr	Commanche Pl	203
	Commanche Pl	Lokchapee Dr	250
Sioux Dr	Lokchapee Dr	Commanche Dr	262
	Comanche Dr	cul-de-sac	269
Commanche Pl	Lokchapee Dr	Commanche Dr	253
Arbor Climb	Lokchapee Dr	Lokchapee Ridge	169
	Lokchapee Ridge	Arbor Ct	70
	Arbor Ct	cul-de-sac	198
Lokchapee Ridge	Arbor Climb	cul-de-sac	373
Carrick Way	Troon W	Ravenal Ct	640
	Ravenal Ct	Troon W	1986
Troon W	Carrick Way	Carrick Way	1482
Rutledge Way	Troon W	Troon W	1807
Ravenal Ct	Carrick Way	cul-de-sac	306

Ashford Park	Zebulon Rd	Hanover Place	332
	Hanover Place	Clarendon Ct	110
	Clarendon Ct	Trillium Terrace	276
	Trillium Terrace	Kenilworth Ct	109
	Kenilworth Ct	Mandolay Ct	72
	Mandolay Ct	Foster Road	344
Hanover Place	Ashford Park	cul-de-sac	113
Clarendon Ct	Ashford Park	cul-de-sac	214
Trillium Terrace	Ashford Park	cul-de-sac	197
Kennilworth Ct	Ashford Park	cul-de-sac	174
Mandalay Ct	Ashford Park	cul-de-sac	138
Taylorcrest Dr	Hartley Bridge Rd	Pine Rock Ct	183
	Pine Rock Ct	Becca Ct	170
Hudson Way	Becca Ct	Alicia Ct	156
	Alicia Ct	Trudie Lane	160
	Trudie Lane	Lance Dr	315
	Lance Dr	Trula Dawn Ct	228
Trula Dawn Ct	Hudson Way	cul-de-sac	69
Lance Dr	Hudson Way	Trudie Lane	313
Chad Court	Hudson Way	cul-de-sac	128
Alicia Ct	Hudson Way	cul-de-sac	98
Becca Ct	Taylorcrest Dr	cul-de-sac	89
Pine Rock Ct	Taylorcrest Dr	cul-de-sac	202
Oney Dr	Taylorcrest Dr	Matt Dr	165
Trudie Lane	Hudson Way	Lance Dr	199
	Lance Dr	William Way	157
Benton Dr	Skipperton Road	Alma Drive	251
Alma Dr	Skipperton Road	Alma Drive	142
	Alma Dr	Cutler Ct	208
	Cutler Ct	Benton Dr	792
	Benton Dr	Alma Drive	265
Cutler Ct	Alma Dr	cul-de-sac	233
Franklinton Road	Riggins Mill Rd	Seville Road	144
	Seville Road	Brownston Circle	964
	Brownston Circle	Old Franklinton Rd	283
	Old Franklinton Rd	Old Franklinton Rd	694
	Old Franklinton Rd	Jeffersonville Rd	142
Heathwood Dr	Heath Road	Rosewood Court	169
	Rosewood Ct	Meadow Wood Dr	176
	Meadow Wood Dr	Shadow Wood Ct	306
	Shadow Wood Ct	Richwood Ct	257

	Richwood Ct	Shadeland Place	109
	Shadeland Place	Formosa Walk	331
	Formosa Walk	cul-de-sac	142
Formosa Walk	Shadeland Place	Heathwood Dr	126
Shadeland Place	Heathwood Dr	Formosa Walk	321
	Formosa Walk	cul-de-sac	149
Richwood Ct	Heathwood Dr	cul-de-sac	267
Shadow Wood Ct	Heathwood Dr	North to cul-de-sac	96
	Heathwood Dr	South to cul-de-sac	214
Meadow Wood Dr	Heathwood Dr	cul-de-sac	108
Rosewood Ct	Heathwood Dr	cul-de-sac	133
Antioch Road	Antioch Pl	Heard Ave	76
	Heard Ave	Robert Henry St	123
	Robert Henry St	Rutherford Ave	469
	Rutherford Ave	Raines Ave	72
	Raines Ave	Crisp St	361
	Crisp St	Spikes St	34
	Spikes St	Charles St	55
	Charles St	Pittman St	48
	Pittman St	Colquitt St	46
	Colquitt St	Holloway St	59
Rutherford Ave	Antioch Rd	Blount St	67
	Blount St	Simmons St S	141
	Simmons St S	Cliffview Dr	122
	Cliffview Dr	Bacon St	18
	Bacon St	Houston Ave	191
Cleveland St	Blount St	Simmons St S	139
	Simmons St S	Bacon St	141
	Bacon St	Houston Ave	140
Hanson St	Blount St	Simmons St S	139
	Simmons St S	Bacon St	144
	Bacon St	Houston Ave	91
Audobon Dr	Riverview Rd	Audobon Cir	65
	Audobon Cir	Southshore Ct	268
	Southshore Ct	N Pine Knoll Dr	281
	N Pine Knoll Dr	Tiffin Cir	160
	Tiffin Cir	Clairmont Ave	124
	Clairmont Ave	Rolling Road	158
Southshore Ct	Audobon Dr	start of circle	137
	Southshore Ct	part of circle	127
	Southshore Ct	part of circle	105

Tiffin Cir	Audobon Dr	Tiffin Cir	128
	Tiffin Cir	Tiffin Ct	437
	Tiffin Ct	Tiffin Cir	436
Glenrock Ct	Glenrock Dr	cul-de-sac	54
Rolling Rd	Audobon Dr	Clairmont Pl	287
	Clairmont Pl	Clairmont Ave	353
Clairmont Pl	Rolling Rd	Clairmont Ave	156
	Sweet Bay Ct	Laurel Oak Ct	88
	Laurel Oak Ct	Red Bank Ct	100
	Red Bank Ct	Red Bank Ct	26
	Red Bank Ct	Greystone Ct	74
	Greystone Ct	Stoney Brook Ct	87
River Ridge Dr	Clifton Dr	Hickory Ridge Dr	204
	Hickory Ridge Dr	Rolling Road N	132
	Rolling Rd N	cul-de-sac	96
Rolling Rd N	River Ridge Dr	Clairmont Pl	145
Red Oak Dr	I75 Bridge	Red Oak Ct	206
	Red Oak Ct	Clairmont Pl	55
	Clairmont Pl	Clairmont Ave	149
Red Oak Ct	Red Oak Dr	cul-de-sac	86
Ridge Crest Ct	Clairmont Pl	cul-de-sac	159
Sweet Bay Ct	Clairmont Ave	cul-de-sac	83
Laurel Oak Ct	Clairmont Ave	cul-de-sac	85
Red Bank Ct	Clairmont Ave	cul-de-sac	93
Greystone Ct	Clairmont Ave	cul-de-sac	27
Clairmont Ave	Red Oak Dr	Clairmont Pl	422
	Clairmont Pl	cul-de-sac	316
Riverview Rd	Audobon Dr	Audobon cir	180
	Audobon Cir	Southshore Dr	116
	Southshore Dr	Avenue of Pines	255
	Avenue of Pines	Inwood Dr	571
	Inwood Dr	N Pierce Ave	276
Southshore Dr	Riverview Rd	Southshore Pl	180
	Southshore Pl	Glenrock Dr	141
Inwood Dr	Riverview Rd	Sheraton Dr	113
	N Pierce Ave	Sheraton Dr	276
		Total Feet	35815

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BIG BROTHERS BIG SISTERS OF THE HEART OF GA, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT, IN THE AMOUNT OF $36,750.00, TO PROVIDE MENTORING SERVICES TO AT-RISK YOUTH; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic and Community Development Department ("ECD") of the Macon-Bibb County Government and is funded by a Community Development Block Grant ("CDBG") applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Big Brother Big Sisters of the Heart of Ga, Inc. ("BBBS") has applied for CDBG funding, in the amount of $36,750.00 from ECD; and

WHEREAS, BBBS intends to utilize CDBG funds to provide mentoring services to at-risk youth, who will be matched with a mentor and will receive services in an in-person or virtual environment several hours each month; and

WHEREAS, ECD has determined this to be eligible CDBG activity and has selected BBBS for award of these funds; and

WHEREAS, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these CDBG funds to this organization as recommended by ECD; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and Big Brothers Big Sisters of the Heart of GA, Inc. for the County to provide CDBG funding in the amount of THIRTY-SIX THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/100 CENTS ($36,750.00) to provide mentoring services to at-risk youth, as provided in Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then

this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Authorizing Agreement with Big Brother Big Sisters CDBG Funds $36,750.00 3-11-26.docx

EXHIBIT A

AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
AND
BIG BROTHERS BIG SISTERS OF THE HEART OF GA, INC.
175 Emery Highway
Macon, Georgia 31217
Phone 478-745-3984

PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Big Brothers Big Sisters of the Heart of GA, Inc.,** ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant (CDBG) Program or "Program"
The term "Macon-Bibb County Community Development Block Grant (CDBG) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department
The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee
The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant Coronavirus awarded by HUD.

HUD
The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project
The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household
The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person
The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household
Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count
A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count
An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter "CDBG") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

(a) Activities benefiting low- and moderate-income persons;

(b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,

(c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG-eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated

to comply with various statutes, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III
UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY25 (July 1, 2025, thru June 30, 2026) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:
Community Development Block Grant
Subrecipient Name:
Big Brothers Big Sisters of the Heart of GA, Inc.
UEI Number:
VLDJHBMTDDD4
Federal Award Identification Number:
B-25-MC-130005
Federal Award Date:
October 1, 2024
Subaward period of performance start and end date:
July 1, 2025, thru June 30, 2026
Federal Funds Obligated:
$36,750.00
Project Description:
To provide mentoring program services for at-risk youth.
Federal Awarding Agency/Pass-Through Entity:
Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
688 Walnut Street, Suite 101
Macon, GA 31201
CFDA Name and Number:
Community Development Block Grants/Entitlement Grants; 14.218
Research and Development:
No
Provision:
OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities" is defined as depreciation on

buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **THIRTY SIX THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS AND 00/100 CENTS ($36,750.00)** (hereinafter the "Grant") to implement the following project (s): "**Big Brothers Big Sisters of the Heart of Georgia, Inc (Mentoring for Change) PY2025 CDBG program,"** to provide mentoring services to at-risk youth of Bibb County. Youth will be matched with a mentor, who will meet one-on-one in-person or virtually for several hours each month. BBBS will also provide enrichment activities in-person or virtually for adults and youths to participate in, including programs supporting financial health, job search and career options, mental health, and education support. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 1001
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee Big Brothers Big Sisters of the Heart of GA, Inc.
Attention: Betsy Fitzgerald, CEO
175 Emery Highway
Macon, Georgia 31217
Phone: 478-745-3984

ARTICLE VI
GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to

theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

(a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another (CDBG) eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records

shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meet one of the National Objectives of the (CDBG) program;

(c) Records required to determine the eligibility of activities;

(d) Records documenting compliance with the fair housing and equal opportunity components of the (CDBG) program;

(e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and

(f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and. accounts receivable to the M-BCG, and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c) Timesheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled

checks, receipts, or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

(ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.

(iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for CDBG program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the

Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478,12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business

enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG -assisted activity, or with respect to the proceeds from the CDBG -assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

_____

Janice S. Ross, Macon-Bibb County Clerk of Commission

_____

Lester M. Miller, Mayor

_____

Date

ATTEST:

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

_____

Witness

_____

Wanzina Jackson, Director

_____

Date

ATTEST:

BIG BROTHERS BIG SISTERS OF THE HEART OF GA, INC.

_____

Witness

_____

Betsy Fitzgerald, Executive Director

_____

Date

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Big Brothers, Big Sisters of the Heart of Georgia, Mentoring for Change in Macon-Bibb County 2025 CDBG Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY
Big Brothers Big Sisters of the Heart of Georgia ("BBBS") will provide mentoring program services to 25 at-risk youth of Macon-Bibb County. Youth will be matched with a mentor, who will meet one-on-one in-person or virtually for several hours each month. BBBS will also provide enrichment activities in-person or virtually for adults and youth to participate in, including programs supporting financial health, job search and career options, mental health, and education support.

Program services will focus on young people ages 6-18 living in Macon-Bibb with one or more of the following risk factors:

- Screened as being low risk to public safety by a juvenile justice agency
- Post-adjudication as part of an alternative to detention approach authorized by the court and supportive service while on probation or community supervision
- Having a sibling, parent, or significant family member who has been incarcerated; or a sibling involved with the juvenile justice system
- Dealing with opioid/substance abuse problems
- Teen Pregnancy
- Living in a single-parent household
- Living at or below the poverty line
- School dropout or inconsistent attendance

IMPLEMENTATION PLANS
General Administration

All of our core mentoring practices align with the standards outlined in the *Elements of Effective Practices for Mentoring*, including the benchmarks and enhancements outlined in the checklist. Our standards have evolved but have always been followed for over 70 years.

We have addressed each standard below:

Standard 1 – Recruitment: Our recruitment process for mentors and parents/caregivers starts with a

candid conversation with one of our customer relations staff that sets expectations for the program, including the benefits, practices, and challenges. We help young people and their parents understand what mentoring is and what they can expect from a mentoring relationship. Written statements outline eligibility requirements for mentors and mentees in the program.

Standard 2 – Screening: Safety is a top priority. Mentor screening begins with an application to the program, a comprehensive criminal background check including searching national and local criminal records database along with sex offender and child abuse registries. We conduct a reference check with three references, including personal and professional contacts. If the reference checks and references are satisfactory, we complete an in-depth, face-to-face interview with the mentor. The mentor agrees to a one-year minimum commitment (12 months for our community-based program, school year for school-based. The parent/guardian agrees to participate in enrichment activities provided by the agency or agency partners.

Standard 3 – Training: Mentor training includes a minimum of two hours of in-person or online, pre-match training that includes the following topics:

- Program rules
- Mentor's goals and expectations for the mentor/mentee relationship
- Mentor's obligations and appropriate roles
- Relationship development and maintenance
- Ethical issues that may arise related to the mentoring relationship
- Effective closure of the mentoring relationship
- How to access the support available to all mentors

The program provides evidence-based training materials to use for the sessions, and additional pre-match training opportunities are offered beyond the two hour, in-person requirement. The program address the following developmental topics in the training:

- Youth development process
- Cultural, gender, and economic issues
- Opportunities and challenges associated with mentoring youth involved with juvenile justice

The program also uses the training to continue to screen mentors for suitability and develops techniques for early troubleshooting should problems be identified. Ongoing training, as identified by monthly match support contacts, is provided to volunteers, youth, and parents/guardians as needed.

For mentees and their parent/guardian(s), we provide an introductory orientation to train on the following topics:

- Program guidelines
- Mentor's obligations and appropriate roles
- Mentees' obligations and appropriate roles
- Parent/guardian involvement guidelines

We utilize a signed match agreement to make sure all parties understand their roles.

Standard 4 – Matching: BBBS assesses a number of factors including the aims/goals of the specific program, and the characteristics of the mentor and mentee. For example, we look at interests, proximity, availability, age, gender, race, ethnicity, personality and expressed preferences of mentor, mentee, and

parent/guardian, when making matches. We conduct an initial match meeting with BBBS program staff in attendance, to introduce the participants, review the "ground rules," discuss and develop a Youth Outcomes Development Plan (YODP), and celebrate the new mentoring relationship.

Standard 5 – Monitoring and Support: BBBS program staff contact the mentor, mentee, and parent/guardian at least twice the first month, and a minimum of once a month, every month thereafter. This contact allows us to document information about each mentor-mentee contact, including, at a minimum, the date, length, and nature of contact. BBBS staff provides mentors with expert advice during these conversations. Web-based resources, mentor support groups, and social service referrals to help mentors negotiate challenges in the mentoring relationships as they arise. We follow evidence-based protocol to elicit more in-depth assessment from the mentor and mentee about their relationship while using scientifically tested relationship assessment tools developed by Big Brothers Big Sisters of America.

Our agency will also provide one or more opportunities per year for post-match mentor training as well as group activities for the mentors and their mentees. We offer information about activities that matches may wish to participate in together and provide donated tickets for activities. We also thank mentors and partners annually, recognizing their contributions during the year.

Standard 6 – Closure: BBBS has procedures in place to manage anticipated and unanticipated closures, including a system for a mentor or mentee rematch, when appropriate. We conduct and document exit interviews with mentors and mentees. We encourage all matches that are on track to continue in the program. We have a written statement outlining terms of match closure and policies for mentor/mentee contact after a match ends.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

The Director of Programs, Jackie Curtis, will oversee project implementation. This position will be responsible for quality assurance and staff supervision. She is supported by Program Manager Mickell Gooden.

The President & CEO, Betsy Fitzgerald, will oversee the overall operations of the program, data collection, and reporting. In addition, she will play a key role in volunteer and partner cultivation and recruitment while expanding agency funding. The Director of Programs and will set goals and recruitment targets for program staff. She will also be responsible for oversight of all finance, accounting, and financial reporting activities. She will ensure the agency has the systems and procedures in place to support effective program implementation and conduct flawless audits. She will work closely with program members, not only to educate them regarding finance and accounting procedures but also to explore how the finance function can support program operations. She will ensure that the program implementation and program audits are completed correctly.

Our Mentoring Relationship Specialists will support this project. The full time Mentoring Relationship Specialists is responsible for planning and implementing mentor and youth recruitment and enrollment including assessment of volunteers and parents/guardians and clients, making appropriate matches, and providing on-going support to matches in compliance with national standard and agency policies.

Grant funds will support a Mentoring Relationship Specialist, who will recruit mentors and youth, match, and provide match support. This grant will also support a part-time Mentoring Relationship Specialist who will provide customer service to the matches.

Program quality is ensured by hiring staff holding at least a Bachelors Degree in related fields including

social work, counseling, or education. An exception may be made if an employee demonstrates significant equivalent work experience. The President & CEO has over 25 years of nonprofit experience, including serving disadvantaged children, and serves as a foundation for training and support to ensure adherence to grant requirements.

B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Mentoring Services Availability and accessibility of services to low income families. Services are at no-cost 100% of our families and volunteers. Services support and enhance existing social supports, creating strong individuals, families, and communities.	4-12 hours each month	July 1, 2025-June 30, 2026	80% of program youth improve their attitudes towards risky behaviors including using tobacco, drugs, drinking, skipping school, hitting someone, and breaking rules in school. 80% of youth in the program will avoid any new involvement with the juvenile justice system. 50 Youth-Mentor matches
2) Youth and Adult Enrichment Activities *Increased opportunities for a positive future.* Availability and accessibility of services to low-income families. Services are at no cost 100% of our families and volunteers.	50 matches annually	July 1, 2025-June 30, 2026	50% of all matches will participate in at least one structured activity a year. 35% of families in the program will participate in family/parent engagement activities at least once per year. 50% of matches will participate in at least one virtual or in-person college/technical school campus activity.
Total Number Served			50 Individuals served

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, time sheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement, and comparing the Subgrantee's projected Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement, and shall prepare such other reports as may be required by the Department, M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15th of the following month.**

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall insure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **July 1, 2025, and end on June 30, 2026**. The term of this

Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line Item	Amount
Mentoring Relationship Specialist ($20/hr.)	$19,960.00
Mentoring Relationship Spec. Parent & Family Engagement	$ 5,000.00
Mentoring Relationship Spec. Customer Services ($18.00/hr.)	$ 7,737.00
Program Specific Insurance	$ 400.00
Youth and Mentor Recruitment Advertising	$ 2,403.00
Operating Supplies (Criminal Backgrounds)	$ 1,250.00
TOTAL	**$36,750.00**

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$36,750**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT “B”
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

(a) Voucher System: All supporting documentation, such as purchase order, invoices, receiving reports, and requisitions

(b) Books of Original Entry: Cash receipts and disbursements journal, general ledger

(c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.

(d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

(e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

(f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials, and others who may be authorized to examine such records.

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CRISIS LINE & SAFE HOUSE OF CENTRAL GEORGIA, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT, IN THE AMOUNT OF $50,624.00, TO PROVIDE SHELTER SERVICES TO INDIVIDUALS AND FAMILIES INVOLVED IN DOMESTIC VIOLENCE SITUATIONS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic and Community Development Department ("ECD") of the Macon-Bibb County Government and is funded by a Community Development Block Grant ("CDBG") applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Crisis Line & Safe House of Central Georgia, Inc. ("CL&SH") has applied for CDBG funding in the amount of $50,624.00 from ECD; and

WHEREAS, CL&SH intends to utilize CDBG funds to provide accommodations, meals, groceries, supplies, comprehensive services and assistance to up to 125 individuals and families involved in domestic violence situations; and

WHEREAS, ECD has determined this to be eligible CDBG activity and has selected CL&SH for award of these funds; and

WHEREAS, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these CDBG funds to this organization as recommended by ECD; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and Crisis Line & Safe House of Central Georgia, Inc. for the County to provide CDBG funding, in the amount of FIFTY THOUSAND SIX HUNDRED TWENTY-FOUR DOLLARS AND 00/100 CENTS ($50,624.00) for Crisis Line & Safe House to provide shelter services to individuals and families involved in domestic violence situations, as provided in Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it

is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Authorizing Agreement with Crisis Line and Safe House CDBG Funds $50,624 3-11-26.docx

EXHIBIT A

915AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
AND
CRISIS LINE & SAFE HOUSE OF CENTRAL GEORGIA, INC.
915 Hill Park, Suite 100C
Macon, Georgia 31201
Phone 478-745-9292

PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Crisis Line & Safe House of Central Georgia, Inc.,** ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant (CDBG) Program or "Program"
The term "Macon-Bibb County Community Development Block Grant (CDBG) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department
The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee
The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

HUD
The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project
The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household
The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person
The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household
Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count
A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count
An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter "CDBG") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

(a) Activities benefiting low- and moderate-income persons;

(b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,

(c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG-eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated

to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III
UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY25 (July 1, 2025-June 30, 2026) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provide certain elements be included in contracts for recipients of federal grant awards acting as pass through entities.

Federal Award:
Community Development Block Grant
Subrecipient Name:
Crisis Line & Safe House of Central Georgia, Inc.
UEI Number:
L2N8CXVX798
Federal Award Identification Number:
B-25-MC-130005
Federal Award Date:
October 1, 2024
Subaward period of performance start and end date:
July 1, 2025, thru June 30, 2026
Federal Funds Obligated:
$50,624.00
Project Description:
To provide shelter services to individuals/families involved in domestic violence situations within a 12-month period, along with comprehensive services.
Federal Awarding Agency/Pass-Through Entity:
Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
688 Walnut Street, Suite 101
Macon, GA 31201
CFDA Name and Number:
Community Development Block Grants/Entitlement Grants; 14.218
Research and Development:
No

Provision:
OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities" is defined as depreciation on

buildings, equipment, and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **FIFTY THOUSAND SIX HUNDRED AND TWENTY-FOUR DOLLARS AND 00/100 CENTS ($50,624.00)** (hereinafter the "Grant") to implement the following project (s): "**Crisis Line and Safe House Domestic Violence Shelter and Outreach Program" PY2025 CDBG Program.** This program shall provide shelter services to persons/families involved in a domestic violence situation within a 12-month period, along with comprehensive services. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee Crisis Line & Safe House
Attention: Jamie Bormann, Executive Director
915 Hill Park, Suite 100C
Macon, GA 31201
Phone: 478-745-9292
Facsimile: 478-330-5535

ARTICLE VI
GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend, and indemnify the M-BCG from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as funding sources. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

(a) Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;

(b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any

material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24

CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records

shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and

(f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and. accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, the Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c) Timesheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled

checks, receipts, or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State, and Local guidelines.

(ii) Upon receiving the invoices, reports, and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State, and local laws and regulations.

(iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to the dollar value, shall be conducted in a manner so as to provide maximum open-free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b), and Section 109 of Title I

of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478,12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed

or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts left in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer, or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

_____
Janice S. Ross, Macon-Bibb County
Clerk of Commission

_____
Lester M. Miller, Mayor

_____
Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

_____
Witness

_____
Wanzina Jackson, Director

_____
Date

ATTEST:

CRISIS LINE & SAFE HOUSE OF CENTRAL
GEORGIA, INC.

_____
Witness

_____
Jamie Bormann, Executive Director

_____
Date

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Crisis Line and Safe House, Domestic Violence Shelter and Outreach Program in Macon-Bibb County 2025 CDBG Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY
Crisis Line & Safe House Shelter Program shall provide shelter services to persons/families involved in a domestic violence situation within a 12-month period, along with comprehensive services. Each of the uses of CDBG funds below represents a vital part of accomplishing the goals set out individually for clients and collectively for the agency.

IMPLEMENTATION PLANS
Low-income persons/families involved in domestic abuse enter this program through the 24-Hour crisis line. Eligible participants reside at the shelter or local e and participate in onsite case management. Services shall be administered within an undisclosed location for the safety of the domestic violence victims. Services to the clients shall be comprised of case management, advocacy, meals, clothing, transportation, therapy, linkage to resources for self-sufficiency, and other services needed to stabilize the client/family. All current and former residential clients are eligible to attend the weekly support group held at the shelter. Many former residents are choosing to participate in the non-residential weekly support group held at the counseling center. The initial case plan meeting will be held with all adult shelter residents who are in shelter for 4+ days. Program staff will provide all of these services to clients. CDBG funds will pay operating expenses for the 24-Hour crisis hotline, communication services including phone and internet, copier, scanner and fax rental, hotline advertising, rent for the shelter portion of the outreach office, and the power, gas, and water bills for the shelter. This permits normal office and residential functions at the Safe House to be maintained.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES
Executive Director: Oversees program; reviews and approves CDBG paperwork; responsible for the oversight of the monthly grant reporting and reimbursement requests.

Director of Programs: Oversees program; provides continuation services to residents after exiting the shelter.

Shelter Manager: Oversees daily operations, staff, and paperwork completion; assesses clients for program eligibility.

Child Advocate: Assesses clients for program eligibility; maintains crisis hotline.

Family Advocates (3): Assesses clients for program eligibility; maintains crisis hotline.

B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) 24/hr. Shelter Facility and on-site case management.	Average 10/month	July 1, 2025-June 30, 2026	To provide shelter services to 125 low-and-moderate-income victims of domestic abuse.
2) 24/hr. Crisis Line services	Average 10/month	July 1, 2025-June 30, 2026	To ensure those who call the Crisis Line are directed to the necessary services that will aid in their safety.
3)Total Number Served			125 served

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained for up to four (4) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement and comparing the Subgrantee's projected Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15th of the following month**.

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this

Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding sources. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **July 1, 2025, and end on June 30, 2026**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line-Item	Amount
Shelter Operating Expenses 31-day bus passes (70x$50)	$ 3,500.00
Helter Operating Expenses 20-ride bus passes (12x$20)	$ 240.00
Shelter Operating Expenses: Communication (Phone & Internet)	$ 2,400.00
Shelter/Hotline Operating Expenses: Communication (Phone System)	$ 3,600.00
Shelter Operating Exp (Director Cell)	$ 7,000.00
Shelter Operating Exp (Utilities Water)	$ 3,000.00
Shelter Operating Exp (Utilities Power)	$ 7,800.00
Shelter/Outreach Operating Exp (Copier; Scanner)	$ 6,000.00
Outreach Operating Exp (Rent)	$ 6,000.00
Shelter Operating Exp (Yellow pages)	$ 918.00
Shelter Operating Exp (Shelter supplies)	$ 6,000.00
Indirect Costs	$ 4,166.00
TOTAL	**$50,624.00**

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$50,624.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT “B”
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

(a) Voucher System: All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions

(b) Books of Original Entry: Cash receipts and disbursements journal, general ledger

(c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.

(d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

(e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

(f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FAMILY COUNSELING CENTER OF CENTRAL GEORGIA, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT, IN THE AMOUNT OF $31,121.00, TO PROVIDE COUNSELING AND THERAPEUTIC PROGRAMS FOR LOW INCOME FAMILIES DEALING WITH COMPLEX ISSUES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic and Community Development Department ("ECD") of the Macon-Bibb County Government and is funded by a Community Development Block Grant ("CDBG") applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Family Counseling Center of Central Georgia, Inc. ("Family Counseling Center") has applied for CDBG funding in the amount of $31,121.00 from ECD; and

WHEREAS, Family Counseling Center intends to utilize CDBG funds to provide counseling, therapeutic programs, and make referrals to other appropriate sources to help low-income families and neighborhoods dealing with an array of issues; and

WHEREAS, ECD has determined this to be eligible CDBG activity and has selected Family Counseling Center for award of these funds; and

WHEREAS, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these CDBG funds to this organization as recommended by ECD; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and Family Counseling Center of Central Georgia, Inc. for the County to provide CDBG funding, in the amount of THIRTY-ONE THOUSAND ONE HUNDRED TWENTY-ONE DOLLARS AND 00/100 CENTS ($31,121.00) for Family Counseling Center to provide counseling and therapeutic services to low income families dealing with complex issues, as provided in Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it

is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Authorizing Agreement with Family Counseling Center CDBG Funds $31,121.00.docx

EXHIBIT A

AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
AND
FAMILY COUNSELING CENTER OF CENTRAL GEORGIA, INC.
277 Martin Luther King, Jr Blvd, Suite 203
Macon, GA 31201
Phone 478-745-2811
Fax 478-745-0881

PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Family Counseling Center of Central Georgia, Inc.,** ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant (CDBG) Program or "Program"
The term "Macon-Bibb County Community Development Block Grant (CDBG) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department
The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee
The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

HUD
The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project
The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."
Low- and Moderate-Income Household

The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person
The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household
Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count
A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count
An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter "CDBG") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

(a) Activities benefiting low- and moderate-income persons;

(b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,

(c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is administrator for the Program, and is mandated to comply with various statutes, rules and regulations of the United States, as they pertain to the allocation

and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain the assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III
UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY25 (July 1, 2025-June 30, 2026) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:
Community Development Block Grant
Subrecipient Name:
Family Counseling Center of Central GA., Inc.
UEI Number:
GJEQJEZDJ273
Federal Award Identification Number:
B-25-MC-130005
Federal Award Date:
October 1, 2024
Subaward period of performance start and end date:
July 1, 2025, thru June 30, 2026
Federal Funds Obligated:
$31,121.00
Project Description:
Provide counseling and therapeutic programs and make referrals to other appropriate resources to help low-income families and neighborhoods deal with complex issues.
Federal Awarding Agency/Pass-Through Entity:
Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
688 Walnut Street, Suite 101
Macon, GA 31201
CFDA Name and Number:
Community Development Block Grants/Entitlement Grants; 14.218
Research and Development:
No
Provision:
OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities" is defined as depreciation on

buildings, equipment, and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **THIRTY-ONE THOUSDAND ONE HUNDRED AND TWENTY-ONE DOLLARS AND 00/100 CENTS ($31,121.00)** (hereinafter the "Grant") to implement the following project (s): "**Family Counseling Center (Mental Health Counseling and Therapeutic Services) PY2025 CDBG Program".** This program will provide counseling and therapeutic programs and make referrals to other appropriate sources to help low-income families and neighborhoods deal with complex issues. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee Family Counseling Center
Attention: Christy Henry, Executive Director
277 Martin Luther King, Jr Blvd, Suite 203
Macon, GA 31201

Phone: 478-745-2811
Facsimile: 478-745-0881

ARTICLE VI
GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall insure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently

labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

(a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either

the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets one of the National

Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and

(f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and. accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c) Time sheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

(ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.

(iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy through-out the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to the dollar value, shall be conducted in a manner so as to provide maximum open-free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the

Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478,12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this

Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

_____
Janice S. Ross, Macon-Bibb County
Clerk of Commission

_____
Lester M. Miller, Mayor

_____
Date

ATTEST:

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

_____
Witness

_____
Wanzina Jackson, Director

_____
Date

ATTEST:

FAMILY COUNSELING CENTER OF CENTRAL GEORGIA, INC.

_____
Witness

_____
Christy Henry, Executive Director

_____
Date

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Sub-grantee will be responsible for administering **Family Counseling Center (Mental Health Counseling and Therapeutic Services) PY2025 CDBG Program** in a manner satisfactory to the M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY
Family Counseling Center of Central Georgia's CDBG program provides counseling and therapeutic programs and makes referrals to other appropriate resources to help low-income families and neighborhoods deal with complex issues. Our program of service addresses issues, such as crime prevention, homeless services, creating suitable living environments, creating economic opportunities, and neighborhood organizations through our referral "wrap-around" resources.

IMPLEMENTATION PLANS
Each low-income individual, couple, and/or family requesting counseling services from Family Counseling Center of Central Georgia will be given an overview of the eligibility requirements for the CDBG program. If the low-income client is eligible for CDBG services and interested in participating, they will be scheduled for services and required to complete all required CDBG documentation as well as provide the appropriate documentation for the particular program they are interested in.

Services will be provided virtually for tele-counseling and workshops, support groups and seminars, until the agency, the county, and the government deem it safe to return to group gatherings and close contact. Once deemed appropriate, clients will be given the option to be seen face-to-face or virtually, this will make for easy access to services for our clients, based on their personal needs and preferences.

Our program goals are to provide 350 counseling hours for 150 clients of scheduled counseling appointments and at least 100 eligible CDBG clients will complete a family assessment with our case manager for a total of 97 CDBG eligible low-income clients who request our services during the 12 months for this CDBG contract.

Through scheduled counseling sessions, each client will identify at least one clinical counseling goal at their first counseling session. This goal will be addressed and reviewed at all future counseling sessions. Clients are most successful when they participate in a minimum of four counseling sessions.

Through the Family Assessment Program, our case manager will identify individuals and families who could benefit from the program. The Family Assessment Program focuses on completing a series of interviews with the individual/family as well as staff at other

agencies, such as DFCS, School Officials, the Department of Juvenile Justice, the Housing Authority, Health Department, etc. who are working with the family to determine the family's strengths and challenges and help them build resiliency. The goal is to determine if services are being well coordinated for the family and to determine if additional services are needed to support them. This program also develops a well-coordinated individualized Case Management Plan to help the client(s) become more self-sufficient. All clients will be tracked for a minimum of 6 months to follow their progress towards their goals.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

Family Counseling Center of Central Georgia employs Master's level or higher, licensed professional counselors, marriage and family therapists, and social workers. Their credentials and training assure the highest level of service. In addition, they adhere to the code of ethics of the National Association of Social Workers and the American Association of Marriage and Family Therapy.

For the counseling sessions, our highly trained and licensed therapists will help individuals establish clinical goals that are designed to help individuals make changes that positively influence their capacity to participate fully in their own life through efforts to strengthen and preserve their sense of well-being. These counseling sessions will be scheduled appointments.

For the Family Assessment program, our case manager a highly trained professional will provide participants with a family assessment interview to determine the family's needs and to better coordinate services in the community they are receiving or in need of obtaining. The case manager will follow families for at least six months.

The Executive Director will provide the required supervision of the CDBG program and continue to develop a collaborative relationship with other agencies. These relationships will help ensure low-income individuals and families receive services from our CDBG program at the Family Counseling Center and develop a support system for them with other agency connections.

The Administrative Assistant will ensure that all CDBG eligible clients complete the proper paperwork to maintain their eligibility and connect them back to the case manager for additional resources should their eligibility expire. They will also ensure that all required documentation to the CDBG Program is submitted.

The Clinical Supervisor will advise the therapists in their work and ensure that we are offering best practices to the clients in the program. They will advise the work and direction of the therapists as they assign clinical goals, ensuring that the clients are receiving the best services for their needs.

B. National Objectives

The Sub-grantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Sub-grantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1). Provide 100 participants with a minimum of 350 scheduled therapy sessions to provide the client with the skills necessary to manage their situation and become more self-sufficient.	27 scheduled counseling sessions each month. At least 12 clients served each month (unduplicated)	July 1, 2025 June 30, 2026	100% of clients will identify at least one clinical goal with the assistance of a licensed therapist. Clients will be able to verbalize their plan and strategy to accomplish their clinical goal(s).
2) Provide Family Assessment interviews for 97 CDBG eligible clients to identify additional services needed to support the client's success.	At least 10 individuals or families will be assisted through networking and referrals and develop a case management plan.	July 1, 2025-June 30, 2026	At least 50% of clients will follow up with referrals and follow up with the FCC Case Worker. The clients will have additional resources and follow-up to gain more self-sufficiency.
Total Number Served			97 Individuals Served

SUB-GRANTEE is also responsible for submitting monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary to the M-BCG monitoring official during the funding cycle. These records shall be retained at least four (4) years after the contract expires.

D. Performance Monitoring

The Sub-grantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Sub-grantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Sub-grantee's compliance with the terms and conditions of this Agreement, and comparing the Sub-grantee's projected Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Sub-grantee shall furnish the

Department, the M-BCG, or its designee copies of such records and information as the Department or the M-BCG deems necessary. In addition, the Sub-grantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, the M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15th of the following month.**

The M-BCG will monitor the performance of the Sub-grantee against goals and performance standards as stated above. Substandard performance as determined by the M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-grantee within a reasonable period of time after being notified by the M-BCG, contract suspension or termination procedures will be initiated.

E. The Macon-Bibb County Government's Recognition

The Sub-grantee shall insure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Sub-grantee shall start on **July 1, 2025, and end on June 30, 2026**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-grantee remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line-Item	Amount
3FT Therapists (1@$30.13/hr.) (1@$26/hr.) (1@24.92/hr.)	$31,121.00
Total	**$31,121.00**

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$31,121.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121. Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT “B”
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

(a) Voucher System: All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions

(b) Books of Original Entry: Cash receipts and disbursements journal, general ledger

(c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.

(d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

(e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

(f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials, and others who may be authorized to examine such records.

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH UNITED WAY OF CENTRAL GEORGIA, INC. GRANTING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING, IN THE AMOUNT OF $30,200.00, TO PROVIDE TRANSPORTATION OPTIONS FOR INDIVIDUALS SHELTERED AT BROOKDALE RESOURCE CENTER; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic Community Development Department of the Macon-Bibb County Government ("ECD") and funded by a Community Development Block Grant applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, United Way of Central Georgia, Inc. ("United Way") has applied for CDBG funding in the amount of $30,200.00 from ECD; and

WHEREAS, United Way intends to utilize the CDBG funds to provide transportation options that enable individuals sheltered at Brookdale Resource Center to reach employers, mental health support, and needed healthcare with the help of supportive staff; and

WHEREAS, ECD has determined this to be eligible CDBG activity and has selected United Way for award of these funds; and

WHEREAS, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these CDBG funds to this organization as recommended by ECD; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and United Way of Central Georgia, Inc., for the County to provide CDBG funding in the amount of THIRTY THOUSAND TWO HUNDRED DOLLARS AND 00/100 CENTS ($30,200.00) to provide transportation options that enable individuals sheltered at Brookdale Resource Center to reach employers, mental health support, and needed healthcare with the help of supportive staff, as indicated in Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it

is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Authorizing Agreement with United Way of Central Georgia for CDBG Funds - $30,200.00 3-11-2026.docx

EXHIBIT A

AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
AND
United Way of Central Georgia
301 Mulberry Street
Macon, Georgia 31201
Phone 478-745-4732

PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **United Way of Central Georgia, Inc.,** ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant (CDBG) Program or "Program"
The term "Macon-Bibb County Community Development Block Grant (CDBG) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department
The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee
The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

HUD
The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project
The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household
The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person
The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household
Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count
A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count
An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter "CDBG") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

(a) Activities benefiting low- and moderate-income persons;

(b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,

(c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is administrator for the Program, and is mandated

to comply with various statutes, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain the assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III
UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY25 (July 1, 2025-June 30, 2026) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:
Community Development Block Grant
Subrecipient Name:
United Way of Central Georgia (Brookdale Resource Center)
UEI Number:
GLVTLKKJDNK5
Federal Award Identification Number:
B-25-MC-130005
Federal Award Date:
October 1, 2024
Subaward period of performance start and end date:
July 1, 2025, thru June 30, 2026
Federal Funds Obligated:
$ 30,200.00
Project Description:
Provide transportation options that enable homeless individuals sheltered at Brookdale Resource Center to reach employers, mental health support, and needed healthcare with the help of supportive staff.
Federal Awarding Agency/Pass-Through Entity:
Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
688 Walnut Street, Suite 101
Macon, GA 31201
CFDA Name and Number:
Community Development Block Grants/Entitlement Grants; 14.218
Research and Development:
No
Provision:
OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into

two broad categories of: Facilities and Administration. Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **THIRTY THOUSAND TWO HUNDRED DOLLARS AND 00/100 CENTS ($30,200.00)** (hereinafter the "Grant") to implement the following project (s): "**United Way of Central Georgia (Brookdale Resource Center) PY2025 CDBG Program."** The program will provide transportation options that enable homeless individuals sheltered at Brookdale Resource Center to reach employers, mental health support, and needed healthcare with the help of supportive staff.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee: United Way of Central Georgia
Attention: Carl Tims, President & CEO
301 Mulberry St.
Macon, Georgia 31201
Phone: 478-745-4732

ARTICLE VI
GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding sources. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

(a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any

material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event, the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG-eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and

(f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and. accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c) Timesheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled

checks, receipts or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

(ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.

(iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the **15th** of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to the dollar value, shall be conducted in a manner so as to provide maximum open-free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended,

Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478,12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this

definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties,

during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

_____
Janice S. Ross, Macon-Bibb County
Clerk of Commission

_____
Lester M. Miller, Mayor

_____
Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

_____
Witness

_____
Wanzina Jackson, Director

_____
Date

ATTEST:

UNITED WAY OF CENTRAL GEORGIA

_____
Witness

_____
Carl Tims, President & Chief Executive Officer

_____
Date

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **United Way of Central Georga (Brookdale Resource Center), PY2025 CDBG Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY
Provide transportation services including Macon Transportation Authority bus passes and/or Lyft Passes, to Brookdale Resource clients to assist with seeking employment, and mental health and medical appointments.

IMPLEMENTATION PLANS
Evaluating client needs based on individual situation determining if transportation is a barrier and which service would fit their needs best.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES
Case Manager will complete required paperwork for any client utilizing services and maintain all records of outcomes.

B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Provide 31-day MTA bus passes	5	July 1, 2025-June 30, 2026	40 individuals will receive bus passes
2) Provide Lyn transportation passes	5	July 1, 2025-June 30, 2026	40 individuals will receive bus passes
		July 1, 2025-June 30, 2026	
Total Number Served			80 Individuals

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement,

and comparing the Subgrantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement, and shall prepare such other reports as may be required by the Department, M-BCG and/or HUD. All monthly reports shall be submitted to the Department no later than the **15th** of the following month.

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall insure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **July 1, 2025, and end on June 30, 2026**. The term of this Agreement and the provisions herein shall be extended to cover any additional time during which the Subgrantee remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line Item	Amount
Client Services Travel	$25,200.00
Administration Personnel ($24/hr.)	$ 5,000.00
TOTAL	**$30,200.00**

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$30,200.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT “B”
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

(a) Voucher System: All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions

(b) Books of Original Entry: Cash receipts and disbursements journal, general ledger

(c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.

(d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

(e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

(f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MACON-BIBB COUNTY ECONOMIC OPPORTUNITY COUNCIL, INC. GRANTING AN EMERGENCY SOLUTIONS GRANT, IN THE AMOUNT OF $39,100.00, TO HELP PREVENT HOMELESSNESS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Emergency Solutions Grant program is administered by the Economic and Community Development Department ("ECD") of the Macon-Bibb County Government and is funded by an Emergency Solutions Grant ("ESG") applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Macon-Bibb County Economic Opportunity Council, Inc. ("EOC") has applied for ESG funding, in the amount of $39,100.00 from ECD, to provide assistance to those at-risk of homelessness; and

WHEREAS, EOC intends to utilize ESG funds to prevent an individual or family from moving into an emergency shelter or living in a public or private place not meant for human habitation through housing relocation and stabilization services and short-and/or medium-term rental assistance; and

WHEREAS, ECD has determined this to be eligible ESG activity and has selected EOC for award of these funds; and

WHEREAS, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these ESG funds to this organization as recommended by ECD; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and Macon-Bibb County Economic Opportunity Council, Inc. for the County to provide ESG funding in the amount of THIRTY-NINE THOUSAND ONE HUNDRED DOLLARS AND 00/100 CENTS ($39,100.00) to prevent an individual or family from moving into an emergency shelter or living in a public or private place not meant for human habitation through housing relocation and stabilization services and short- and/or medium-term rental assistance, as provided in Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-

Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Authorizing Agreement with EOC ESG Funds - $39,100.00 3-11-26.docx

EXHIBIT A

AGREEMENT
BETWEEN
MACON-BIBB COUNTY GOVERNMENT
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

AND

MACON-BIBB COUNTY ECONOMIC OPPORTUNITY COUNCIL, INC
Homeless Prevention
456 Bay Street
Macon, GA 31201
478-738-3240

PROVIDING FOR
EMERGENCY SOLUTIONS GRANT

This Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("M-BCG") a political subdivision of the State of Georgia, and **Macon-Bibb County Economic Opportunity Council, Inc.,** ("Sub-grantee"). This Agreement shall be in effect on the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Emergency Solutions Grant (ESG) Program or "Program"
The term "Macon-Bibb County Emergency Solutions Grant (ESG) Program," or "Program" shall mean that the program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by an Emergency Solutions Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department
The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee
The term "Grantee" shall mean the M-BCG as Grantee of an Emergency Solutions Grant awarded by HUD.

HUD
The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household
The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person
The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household
Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count
A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count
An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

At Risk of Homelessness (24 CFR 576.2)
An individual or family who:

(1) Has an annual income below 30 percent of the median family income for the area, as determined by HUD;

(2)Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another placed described in paragraph 1 of this section.

(3) Meets one of the following conditions:

-Has moved 2 or more times due to economic reasons during 60 preceding applications for homelessness prevention assistance

-Is living in the home of another because of economic hardship

-Has been notified that right to occupy current housing will be terminated within 21 days

-Lives in a hotel or motel and the costs is not paid by charitable organizations for low-income individuals

-Lives in a single-room occupancy or efficiency apartment unit in where there resides more than 2 persons or lives in a larger housing unit in which more than 1.5 persons reside per room.

-Is exiting a publicly funded institution of system of care

-Lives in housing that has characteristics associated with instability and increased risk of homelessness

(4)A child or youth who does not qualify as "homeless" under this section, but qualifies under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a (3), etc.

(5) A child or youth who does not qualify as "homeless" under this section but qualifies as "homeless" under section 725(2) of the McKinney Vento Homeless Assistance Act(42 U.S.C. 11434a(2), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Homeless

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence
(2) An individual or family who will imminently lose their primary nighttime residence, see provisions in (576.2)
(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition
(4) Any individual or family who is fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or family member making them afraid to return to their primary nighttime residence.

ARTICLE II
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974 P.L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Emergency Solutions Grant (herein after "ESG") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon-Bibb through citizen participation workshops, the Mayor, and The M-BCG Commission determined the need and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 576 certain projects were included in the M-BCG's ESG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan addressed of the following ESG program components:

a) Street Outreach
b) Emergency Shelter
c) Homelessness Prevention
d) Rapid Re-housing
e) Homeless Management Information System (HMIS)

M-BCG has determined that ESG assistance can be provided for Homelessness Prevention, Street Outreach, Emergency Shelter, and/or Rapid Re-housing components.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the

Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III
UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY25 (March 1, 2026, thru March 1, 2027) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update, known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:
Emergency Solutions Grant
Subrecipient Name:
Macon-Bibb County Economic Opportunity Council, Inc (MBCEOC)
Agency Unique Entity Identification (UEI):
M5W2KRFMZND3
Federal Award Identification Number:
E-25-MC-13-0005
Federal Award Date:
Fiscal Year 2025
Subaward period of performance start and end date:
March 1, 2026, thru March 1, 2027
Federal Funds Obligated:
$39,100.00
Project Description
Activities are designed to prevent an individual or family from moving into an emergency shelter or living in a public or private place not meant for human habitation through housing relocation and stabilization services and short-and/or medium-term rental assistance. Services will be provided to individuals who do not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available. Utility assistance will also be provided to prevent disconnection.
Federal Awarding Agency/Pass-Through Entity:
Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
688 Walnut Street, Suite 101
Macon, GA 31217
CFDA Name and Number:
Emergency Solutions Grants; 14.231
Research and Development:
No
Provision:
OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment, and capital improvement, interest on debt associated with certain buildings, equipment, and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting,

personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, Macon-Bibb County Government recognizes an approved Federal Government, or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **THIRTY-NINE THOUSAND ONE HUNDRED DOLLARS AND 00/100 CENTS ($39,100.00)** (hereinafter the "Grant") to implement the following project (s): **Macon-Bibb County Economic Opportunity Council, Inc (Homeless Prevention) ESG PY2025 program.** Activities are designed to prevent an individual or family from moving into an emergency shelter or living in a public or private place not meant for human habitation through housing relocation and stabilization services and short-and/or medium-term rental assistance. Services will be provided to individuals who do not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available. Utility assistance will also be provided to prevent disconnection.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County Consolidated Government
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee: Macon-Bibb County Economic Opportunity Council, Inc
Attention: Sarita Hill, Executive Director
456 Bay Street
Macon, GA 31201
478-738-3240

ARTICLE VI
GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 576 (the U.S. Housing and Urban Development regulations concerning Emergency Solutions Grants (ESG)) except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend, and indemnify the M-BCG from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR Part 200 or 2 CFR Part 200.325 and 2 CFR Part 200, Subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding sources. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement. It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

(a). Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(b). Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c). Ineffective or improper use of funds provided under this Agreement; or

(d). Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 2 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with OMB 2 CFR Part 200(Subpart E), "Cost-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a). Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b). Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c). All Grant funds disbursed through an Emergency Solutions Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event, that the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another ESG eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 and 578.103 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a). Records providing a full description of each activity undertaken;

(b). Records demonstrating that each activity undertaken meets the components of the ESG program;

(c). Records required to determine the eligibility of activities;

(d). Records documenting compliance with the homeless definition of the ESG program;

(e). Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and

(f). Other records are necessary to document compliance with 24 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and. accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over ESG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another ESG-eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit

requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with the current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F-Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with ESG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use each income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

1. In order to obtain reimbursement from the M-BCG in connection with the Project, the Sub-grantee shall provide the following information:

(a). Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b). The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c). Time sheets shall be submitted as backup documentation for salary reimbursement.

(d). Request for reimbursement by the Sub-grantee shall be accompanied by invoices, canceled checks, receipts, or other documentation evidencing funds expended by the Sub-grantee.

(e). The M-BCG agrees to reimburse costs allowable under Federal, State, and Local guidelines.

2. Upon receiving the invoices, reports, and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State, and local laws and regulations.

3. The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

4. The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the format and content provided as required by the M-BCG by the **10th** of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a). All procurement transactions regardless of whether negotiated or advertised and without regard to the dollar value, should be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b). Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article X hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 507.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any ESG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a). Transferred to the M-BCG for the ESG program, or

(b). Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a). The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b), and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478,12107 and 12086.

(b). In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all

subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a). Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b). Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c). Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d). Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts left in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e). Employee Verification

(1). Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by the Sub-grantee.

(2). Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by the Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200.317-318 and 576.404, which include (but are not limited to) the following:

(a). The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

(b). No employee, officer, or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c). No covered persons who exercise or have exercised any functions or responsibilities with respect to ESG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ESG-assisted activity, or with respect to the proceeds from the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a). No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c). It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

_____
Janice S. Ross, Macon-Bibb County
Clerk of Commission

_____
Date

MACON-BIBB COUNTY

_____
Lester M. Miller, Mayor

ATTEST:

_____
Witness

_____
Date

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

_____
Wanzina Jackson, Director

ATTEST:

_____
Witness

_____
Date

MACON-BIBB COUNTY ECONOMIC OPPORTUNITY COUNCIL, INC

_____
Sarita Hill, Executive Director

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Sub-grantee will be responsible for administering the Emergency Solutions Grant – **Macon-Bibb County Economic Opportunity Council, Inc (Homeless Prevention) ESG PY2025 Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Emergency Solutions Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY
The ESG Homeless Prevention Funds will be used to assist residents of Macon-Bibb County, who find themselves at risk of becoming homeless, with an eviction notice from the courts and lack the ability to catch the arrears up but will be able to maintain moving forward with limited or no support. Households receiving the assistance should have income below or at 30% of the Area Median Income. Economic Opportunity Council will provide short-term rental assistance to either stabilize or relocate an individual or family from moving into a shelter. The individual or family can be moved to another property meeting ESG guidelines if the landlord is refusing to accept their payment. The funds will only be used to the extent necessary to assist the individual/family with regaining stability in housing. Utility assistance will also be provided to prevent disconnection.

IMPLEMENTATION PLANS
Macon-Bibb County Economic Opportunity Council, Inc. will begin advertising immediately within the community regarding the availability of these funds while educating the public on the process one must use to access these funds. Community partners will be made aware of the qualifications of the program through the Macon Coalition to End Homelessness and other Community Partnerships. Other methods that will be used is the Agency's Website-www.maconbibbeoc.com., flyers, and word of mouth.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES
The program will be administered by the Program Director, Case Managers, Finance Department, City Inspectors, Chief Executive Officer, and the Grantee staff of Macon-Bibb County EOC. All agency policies and procedures as well as the ESG Homeless Prevention Program policies and procedures will be followed.

B. Program Components

The Sub-grantee certifies that the activity carried out under this Agreement will meet one of the following Emergency Solutions Grant program components: Street Outreach, Emergency Shelter, Homelessness Prevention, or Rapid Re-housing components.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
Rental Assistance	1	March 1, 2026 – March 1, 2027	Successfully prevent eviction
Utility Payments	1	March 1, 2026 – March 1, 2027	Successfully assist with utility payments
Total Number Served			11 Households Served

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, timesheets, participant eligibility forms, HUD Data Quality Reports, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained for up to four (4) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement and comparing the Subgrantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 10th of the following month.**

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as funding sources. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

The services of the Subgrantee shall start on **March 1, 2026, and March 1, 2027**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of ESG funds or other ESG assets, including program income.

III. BUDGET

Line-Item	Amount
Case Manager ($32.79/hr.)	$ 4,000.00
Case Manager Fringe	$ 1,000.00
Data Entry ($17.40/hr.)	$ 4,000.00
Data Entry Fringe	$ 1,000.00
Rental Payments	$16,000.00
Utility Payments	$ 8,000.00
Admin Fee	$ 5,100.00
TOTAL	**$39,100.00**

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$39,100.00** Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

The sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices, HUD Data Quality Reports, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Emergency Solutions Grant Program according to the following guidelines:

1. Accounting and related records of the Sub-grantee shall comprise the following as a minimum:

a. Voucher System - All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions.

b. Books of Original Entry - Cash receipts and disbursements journal, general ledger.

c. Chart of Accounts - Listing of accounts must be maintained in the accounting system.

d. Personnel Records - Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

e. Attendance Record - Attendance records shall be maintained for all personnel paid with ESG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

f. Payroll Records - Formal payroll records supporting cash disbursements to employees shall be maintained. Such records disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

g. Checking Accounts - Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

h. Petty Cash - Sub-grantee is encouraged to use an imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any ESG funds are used as petty cash.

i. Purchasing Practices - HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

j. Inventories - Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with ESG funds.

k. Property Records - Sub-grantee is required to maintain formal subsidiary records to control all

project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All projects’ accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, they should be readily accessible to the M-BCG's staff, HUD officials, and others who may be authorized to examine such records.

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FIRST CHOICE PRIMARY CARE, INC. GRANTING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING, IN THE AMOUNT OF $66,098.00, TO PROVIDE DIAGNOSIS AND TREATMENT FOR CHRONIC AND ACUTE CONDITIONS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic and Community Development Department ("ECD") of the Macon-Bibb County Government and is funded by a Community Development Block Grant ("CDBG") applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, First Choice Primary Care, Inc. ("First Choice Primary") has applied for CDBG funding, in the amount of $66,098.00, from ECD; and

WHEREAS, First Choice Primary intends to utilize the CDBG funds to provide diagnosis and treatment for chronic and acute conditions, such as diabetes, hypertension, depression, and hyperlipidemia to homeless and medically underserved populations; and

WHEREAS, ECD has determined this to be eligible CDBG activity and has selected First Choice Primary for award of these funds; and

WHEREAS, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these CDBG funds to this organization as recommended by ECD; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and First Choice Primary Care, Inc., for the County to provide CDBG funding, in the amount of SIXTY-SIX THOUSAND NINTY-EIGHT DOLLARS AND 00/100 CENTS ($66,098.00), to provide diagnosis and treatment for chronic and acute conditions, such as diabetes, hypertension, depression, and hyperlipidemia to homeless and medically underserved populations, as indicated in Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then

this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Authorizing Agreement with First Choice Primary for CDBG Funds - 66,098 3-11-26.docx

EXHIBIT A

AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
AND
FIRST CHOICE PRIMARY CARE, INC
400 Poplar Street
Macon, Georgia 31201
Phone 478-254-7204

PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **First Choice Primary Care, Inc.,** ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant (CDBG) Program". The term "Macon-Bibb County Community Development Block Grant (CDBG) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department
The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee
The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

HUD
The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project
The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."**Low- and Moderate-Income Household**
The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person
The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household
Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count
A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count
An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations, and explanations are set forth. Such statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter "CDBG") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon, through citizen participation workshops, the Mayor, and the M-BCG Commission, determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

(a) Activities benefiting low- and moderate-income persons;

(b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,

(c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG eligible activity as it addresses one or more of these objectives. Under the Rules and Regulations of HUD, the M-BCG is administrator for the Program, and is mandated to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation

and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain the assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III
UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY25 (July 1, 2025, thru June 30, 2026) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements be included in contracts for recipients of federal grant awards acting as pass through entities.

Federal Award:
Community Development Block Grant-CV
Subrecipient Name:
Frist Choice Primary Care, Inc
Unique Entity Identifier:
JJ8KRLHK8NJ9
Federal Award Identification Number:
B-25-MC-130005
Federal Award Date:
October 1, 2024
Subaward period of performance start and end date:
July 1, 2025, thru June 30, 2026
Federal Funds Obligated:
$66,098.00
Project Description:
To provide diagnosis and treatment for chronic and acute conditions, such as diabetes, hypertension, depression, and hyperlipidemia with a primary care physician onsite.
Federal Awarding Agency/Pass-Through Entity:
Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
688 Walnut Street, Suite 101
Macon, GA 31201
CFDA Name and Number:
Community Development Block Grants/Entitlement Grants; 14.218
Research and Development:
No
Provision:
OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost, both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities" is defined as depreciation on buildings, equipment, and capital improvement, interest on debt associated with certain buildings, equipment, and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's

office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **SIXTY-SIX THOUSAND AND NINETY-EIGHT DOLLARS AND 00/100 CENTS ($66,098.00)** (hereinafter the "Grant") to implement the following project (s): "**First Choice Primary Care, Inc PY2025 CDBG" Program.** This program shall provide diagnosis and treatment for chronic and acute conditions, such as diabetes, hypertension, depression, and hyperlipidemia, with a primary care physician onsite. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Manager
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee First Choice Primary Care, Inc
Attention: Katherine McLeod, Chief Executive Officer
400 Poplar Street
Macon, GA 31201
Phone: 478-254-7204
Facsimile: 478-575-5458

ARTICLE VI

GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend, and indemnify the M-BCG from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV, and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

(a) Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;

(b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provides the services for which the Grant was made, the Sub-grantee will not carry out another CDBG eligible project, and the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and

(f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are

completed. Activities during this closeout period shall include but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and. accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion, reprogram the funds to another CDBG eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their

authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, the Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c) Time sheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts, or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

(ii) Upon receiving the invoices, reports, and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State, and local laws and regulations.

(iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof, shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478,12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap, or sex. Further assurance is also given that the Sub-grantee

will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carrying out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of

investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee, state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG, along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by the Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by the Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer, or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG assisted activity, or with respect to the proceeds from the CDBG assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

Signatures on following page

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

_____
Janice S. Ross, Macon-Bibb County
Clerk of Commission

_____
Lester L. Miller, Mayor

_____
Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

_____
Witness

_____
Wanzina Jackson, Manager

_____
Date

ATTEST:

FIRST CHOICE PRIMARY CARE, INC.

_____
Witness

_____
Katherine McLeod, Chief Executive Officer

_____
Date

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **First Choice Primary Care, Inc. Health and Economic Vitality in South Macon-Bibb County PY2025 CDBG Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY
Provide medical care and preventive health services, including the diagnosis and treatment of infectious diseases, to homeless and medically underserved populations. Providing these services to homeless and medically underserved populations will address the unique healthcare needs of these communities and improve their health and overall well-being and contribute

IMPLEMENTATION PLANS
General Administration- Recruit and employ one medical doctor to provide preventive and primary health services to low-income individuals.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES
The First Choice Primary Care (FCPC) leadership team will work with a physician recruitment team to search for a qualified Family Medicine physician. The CEO and COO at FCPC will screen applicants presented by recruiters, conduct initial interviews, and present potential candidates to the Medical Director of FCPC. Interested candidates will be invited to visit FCPC, and the leadership team of FCPC will conduct that site visit. The COO and HR department will verify all references, and our quality team will verify that there are no adverse events on the provider's record per the National Practitioner Data Base.

Once a candidate is hired, the COO will present an Orientation and Training plan for the new provider. Our credentialing staff will work with the new provider to verify all credentials, then complete provider enrollment with Medicaid, Medicare and insurance plans. The Board of Directors will review the qualifications of the candidate and vote to credential that provider as outlined in our Credentialing and Privileging Policies.

All members of the FCPC leadership team will take part in the orientation and training of the new physician to ensure that he or she is prepared to offer high quality services to our patients.

Members of the Outreach Department will ensure that we complete the necessary documentation for individuals served by the new physician and submit to MBCECD as required.

B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Primary Care for neighborhood revitalization in South Macon	42	Jan. 1, 2025 – Dec. 31, 2026	Patients are seen/educated on and/or chronic and infectious disease.
Proposed to Served			272 individuals

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, time sheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement, and comparing the Subgrantee's projected Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or

programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, M-BCG, and/or HUD. All monthly reports shall be submitted to the Department no later than the 15th of the following month.

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance, as determined by M-BCG, will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be

prominently labeled as to funding source. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **July 1, 2025, and end on June 30, 2025**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line-Item	Amount
Physician ($98.96/hr.)	$ 62,831.00
Licenses-DEA, EMR, CGHN	$ 3,267.00
TOTAL	**$ 66,098.00**

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$66,098.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices, and any other documentation deemed necessary by the monitoring official during

the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

(a) Voucher System: All supporting documentation, such as purchase order, invoices, receiving reports, and requisitions

(b) Books of Original Entry: Cash receipts and disbursements journal, general ledger

(c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.

(d) Personnel Records: Separate personnel file shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

(e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

(f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payment of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH HOMEFIRST HOUSING RESOURCE SERVICES, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT, IN THE AMOUNT OF $45,400.00, TO PROVIDE HOME OWNERSHIP COUNSELING, FORECLOSURE COUNSELING, AND HOMEBUYER EDUCATION; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic and Community Development Department ("ECD") of the Macon-Bibb County Government and is funded by a Community Development Block Grant ("CDBG") applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, HomeFirst Housing Resource Services, Inc. ("HomeFirst") has applied for CDBG funding in the amount of $45,400.00 from ECD; and

WHEREAS, HomeFirst intends to utilize CDBG funds to provide homeownership counseling, foreclosure counseling, homebuyer education, linkage to mortgage products, and tools to foster the ability to strengthen personal finances to assist low to moderate income families to obtain and maintain home ownership; and

WHEREAS, ECD has determined this to be eligible CDBG activity and has selected HomeFirst for award of these funds; and

WHEREAS, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these CDBG funds to this organization as recommended by ECD; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and HomeFirst Housing Resource Services, Inc. for the County to provide CDBG funding, in the amount of FORTY-FIVE THOUSAND FOUR HUNDRED DOLLARS AND 00/100 CENTS ($45,400.00) for HomeFirst to provide home ownership counseling, foreclosure counseling, and homebuyer education, as provided in Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it

is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Authorizing Agreement with Homefirst Housing Resource Services CDBG Fund - $45,400 3-11-26.docx

EXHIBIT A

AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
AND
HOMEFIRST HOUSING RESOURCE SERVICES, INC.
688 Walnut Street, Suite 102
Macon, Georgia 31201
Phone 478-219-3945
Fax 478-738-2289

PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

This Agreement (“Agreement”) is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **HomeFirst Housing Resource Services, Inc.,** (“Sub-grantee”). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant (CDBG) Program or "Program"
The term "Macon-Bibb County Community Development Block Grant (CDBG) Program,” or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department
The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee
The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

HUD
The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project
The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household
The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person
The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household
Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count
A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count
An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter "CDBG") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

(a) Activities benefiting low- and moderate-income persons;

(b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,

(c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is administrator for the Program, and is mandated

to comply with various statutes, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain the assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III
UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY25 (July 1, 2025-June 30, 2026) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provide certain elements be included in contracts for recipients of federal grant awards acting as pass through entities.

Federal Award:
Community Development Block Grant
Subrecipient Name:
HomeFirst Housing Resources Services, Inc.
UEI Number:
XU8GD8CJK428
Federal Award Identification Number:
B-25-MC-130005
Federal Award Date:
October 1, 2024
Subaward period of performance start and end date:
July 1, 2025, thru June 30, 2026
Federal Funds Obligated:
$45,400.00
Project Description:
Provide homeownership counseling, foreclosure counseling, homebuyer education, linkage to mortgage products, and the ability to strengthen personal finances.
Federal Awarding Agency/Pass-Through Entity:
Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
688 Walnut Street, Suite 101
Macon, GA 31201
CFDA Name and Number:
Community Development Block Grants/Entitlement Grants; 14.218
Research and Development:
No
Provision:
OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities" is defined as depreciation on

buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **FORTY-FIVE THOUSAND FOUR HUNDRED DOLLARS AND 00/100 CENTS ($45,400.00)** (hereinafter the "Grant") to implement the following project (s): **"HomeFirst Housing Resource Services (Homebuyer Education and Housing Counseling) PY2025 CDBG Program."** This program will provide homeownership counseling, foreclosure counseling, homebuyer education, linkage to mortgage products, and the ability to strengthen personal finances. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee HomeFirst Housing Resource Services, Inc.
Attention: Reginald Bell, Executive Director
688 Walnut Street, Suite 102
Macon, Georgia 31201

Phone: 478-219-3945
Facsimile: 478-738-2289

ARTICLE VI
GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG. Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently

labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

(a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the

effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and

(f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and. accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit “C, part II,” detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit “B” and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit “D” detailing the amount of funds expended.

(c) Time sheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

(ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.

(iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy through-out the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to the dollar value, shall be conducted in a manner so as to provide maximum open-free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee’s obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478,12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish

all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit “E” shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit “F” shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and

shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

_____
Janice S. Ross, Macon-Bibb County
Clerk of Commission

_____
Lester M. Miller, Mayor

_____
Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

_____
Witness

_____
Wanzina Jackson, Director

_____
Date

ATTEST:

HOMEFIRST HOUSING RESOURCE
SERVICES

_____
Witness

_____
Reginald Bell, Executive Director

_____
Date

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **HomeFirst Housing Resource Services, (Housing Counseling, Homebuyer Education and Housing Counseling) 2025 CDBG Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY
The sub-grantee will provide homeownership counseling, foreclosure counseling, homebuyer education, linkage to mortgage products, and the ability to strengthen personal finances. These services are designed to target low-moderated income residents within Macon-Bibb County, and assist in teaching the necessary steps required to obtain and maintain a home.

Program Delivery: The sub-grantee will provide quarterly Homebuyer Education Workshops, provide Public Service Announcements through various media outlets, distribute flyers through area partners, allow for one-on-one counseling steps, and provide information through various community activities and other housing programs.

IMPLEMENTATION PLANS: The sub-grantee will implement program components on a monthly basis in accordance with the terms of the contract and based on a demand for services. Implementation as indicated in HUD HandBook 7610.10 Housing Counseling Program Requirements and Guidelines'

GENERAL ADMINISTRATION: The general administration of the program to included reporting and compliance will be the responsibility of the Executive Director.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

Executive Director is a Certified Professional Housing Counselor and is responsible for managing all aspects of the organization including human resources payroll, organizational development, and financial and programmatic reporting, functions as a housing counselor and manages day-to-day activities of the agency.

Housing and Mortgage Advisor serves as a housing counselor, schedules outreach and training activities with lender, realtors and community leader etc. and develops and maintains standard operating procedures to remain in compliance with all local state and federal guidelines.

Shared responsibilities include, marketing and outreach, planning and scheduling homebuyer educational workshops, securing presenters, speakers, venue, ordering training materials and supplies, conducting pre- registration and intake, verifying income and other documentation, preparing the roll and completing and issuing homebuyer education certificates.

B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Homebuyer Education	4 Classes or approximately one per quarter 40 Certificates/ per year	July 1, 2025-June 30, 2026	40
2)Foreclosure Counseling	7 per year	July 1, 2025-June 30, 2026	7
3) Pre-Purchase Counseling	21 per year	July 1, 2025-June 30, 2026	21
4) Total Number served			68 Individuals Served

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, time sheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement, and comparing the Subgrantee's projected Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15th of the following month**.

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will

constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **July 1, 2025, and end on June 30, 2026**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line-Item	Amount
Salary Exec. Director ($41.67/hr.)	$20,000.00
Salary Housing and Mortgage Counselor ($20/hr.)	$15,000.00
Consultants and Contracts: Accounting	$ 4,000.00
Administrative & Legal	$ 3,000.00
Printing/Outreach Advertising	$ 1,500.00
Employee Training: Housing	$ 1,900.00
TOTAL	**$45,400.00**

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$45,400.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT “B”
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

(a) Voucher System: All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions

(b) Books of Original Entry: Cash receipts and disbursements journal, general ledger

(c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.

(d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

(e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

(f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payment of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials, and others who may be authorized to examine such records.

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MENTORS PROJECT OF BIBB COUNTY, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT, IN THE AMOUNT OF $15,000.00, TO PROVIDE ASSISTANCE TO STUDENTS AND FAMILIES IN THE MENTORS PROJECT TO INCLUDE THE PROVISION OF RENT, UTILITIES, GAS, AND FOOD ASSISTANCE, AND OTHER NECESSITIES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic and Community Development Department ("ECD") of the Macon-Bibb County Government and is funded by a Community Development Block Grant ("CDBG") applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, The Mentors Project of Bibb County, Inc. ("Mentors Project") has applied for CDBG funding in the amount of $15,000.00 from ECD; and

WHEREAS, Mentors Project intends to utilize CDBG funds to provide wrap around services for students and their families, which include the provision of rent and utilities assistance, gas, food, household items, furniture, and other necessities; and

WHEREAS, ECD has determined this to be eligible CDBG activity and has selected Mentors Project for award of these funds; and

WHEREAS, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these CDBG funds to this organization as recommended by ECD; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and The Mentors Project of Bibb County, Inc. for the County to provide CDBG funding, in the amount of FIFTEEN THOUSAND DOLLARS AND 00/100 CENTS ($15,000.00) for The Mentors Project to provide wrap around services for students and their families, which include the provision of rental and utilities assistance, gas, food, household items, furniture, and other necessities, as provided in Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it

is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Authorizing Agreement with The Mentors Project CDBG Funds $15,00.00 3-11-26.docx

EXHIBIT A

AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
AND
THE MENTORS PROJECT OF BIBB COUNTY, INC.
484 Mulberry Street Suite 220
Macon, Georgia 31201
Phone 478-756-8624

PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **The Mentors Project of Bibb County, Inc.,** ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant (CDBG) Program or "Program"
The term "Macon-Bibb County Community Development Block Grant (CDBG) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department
The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee
The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

HUD
The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project
The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household
The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person
The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household
Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count
A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count
An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter "CDBG") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

(a) Activities benefiting low- and moderate-income persons;

(b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,

(c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is administrator for the Program, and is mandated to comply with various statutes, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain the assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III
UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY25 (July 1, 2025-June 30, 2026) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:
Community Development Block Grant
Subrecipient Name:
The Mentors Project of Bibb County
UEI Number:
KEBYJYEBKFA9
Federal Award Identification Number:
B-25-MC-130005
Federal Award Date:
October 1, 2024
Subaward period of performance start and end date:
July 1, 2025, thru June 30, 2026
Federal Funds Obligated:
$ 15,000.00
Project Description:
Provide wrap-around services for students and their families which include rental and utilities assistance, gas, food, household items, furniture, and other necessities that are needed for students in the Mentors Project.
Federal Awarding Agency/Pass-Through Entity:
Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
688 Walnut Street, Suite 101
Macon, GA 31201
CFDA Name and Number:
Community Development Block Grants/Entitlement Grants; 14.218
Research and Development:
No

Provision:

OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **FIFTEEN THOUSAND HUNDRED DOLLARS AND 00/100 CENTS ($15,000.00)** (hereinafter the "Grant") to implement the following project (s): "**Mentors Project of Bibb County PY2025 CDBG Program."** The Mentors program works with middle and high school students (grades 7-12) and some 6 graders depending on extreme circumstances. The Mentors Project provides the students in the program with academic tools and life skills that are needed to complete high school, college, post-secondary schooling, armed forces, and enter the world of work. Each student will be paired with a positive mentor from the community that provides support, counsel, friendship, and reinforcement. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee The Mentors Project of Bibb County
Attention: Tracy Allen, Executive Director
484 Mulberry Street Suite 220
Macon, Georgia 31201
Phone: 478-756-8624

ARTICLE VI
GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding sources. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

(a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such

statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event, the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG-eligible project, the Sub-grantee shall be in default. In the

event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and

(f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and. accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit “C, part II,” detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only

during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c) Timesheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

(ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.

(iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the **15th** of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to the dollar value, shall be conducted in a manner so as to provide maximum open-free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478,12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

_____
Janice S. Ross, Macon-Bibb County
Clerk of Commission

_____
Date

MACON-BIBB COUNTY

_____
Lester M. Miller, Mayor

ATTEST:

_____
Witness

_____
Date

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

_____
Wanzina Jackson, Director

ATTEST:

_____
Witness

_____
Date

THE MENTORS PROJECT

_____
Tracy Allen, Executive Director

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Mentors Project of Bibb County, Inc., PY2025 CDBG Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY
The Mentors program works with middle and high school students (grades 6-12). The Mentors Project provides the students in the program with academic tools and life skills that are needed to complete high school, college, post-secondary schooling, armed forces, and enter the world of work. Each student will be paired with a positive mentor from the community that provides support, counsel, friendship, and reinforcement.

The program provides wrap-around services for students and their families. The service includes assistance with rent, utilities, gas, food, clothing, household items, furniture, and other necessities. The program also provides services to students who are not in the program that attends Bibb County Public School. There is compelling evidence that when wraparound service is done well, students are more likely to be able to stay in their homes and communities. The students are more focused and attend to apply themselves in school academically. The wraparound services and activities will target homeless intervention for the families of all Bibb County.

IMPLEMENTATION PLANS
General Administration

- Referrals for the program will be accepted from local agencies, parents, teachers, and counselors.
- Parents and students will complete the Mentors project application.
- Applications will be assessed and processed by the Mentors Project's Program Director.
- Students documented under the CDBG program shall be homeless or precariously housed, which shall be documented by 3rd party verification.
- Students shall be assisted toward stabilized housing. If the family meets Homeless or precariously housed, this shall be documented by 3rd party verification.
- Program Director matches students with mentor (one-to-one ratio), group mentoring, awards scholarship, wrap-around homeless services, tutoring and any other needs required for the student to continue his/her education and avoid dropping out of school.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES
A full-time Program Director manages student casework, wrap-around services, maintains mentor/ protégé/parent documentation and details on individual child academics, disciplinary referrals, attendance, social profiles as well as background screenings for mentors. The case manager also, when needed, will assist with doctors and dental appointments and provide transportation for students and parents as needed. The Program Director, in joint efforts with the Executive Director, also assists in program development, grant writing, meeting students' needs, and planning and

assisting with program activities.

The Mentors Project's **Executive Director** conducts overall program development, mentor recruitment, and volunteer training. She also engages in public speaking, solicits donations, manages public relations and fundraising, and supervises all daily operations, grants administration, and activities.

B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) To keep families on the edge homelessness housed.	50 per year	July 1, 2025-June 30, 2026	50 homeless or disadvantaged families will maintain housing.
2) To provide individual families with the right services and resources to maintain stable housing.	50 per year	July 1, 2025-June 30, 2026	50 homeless of disadvantage youths and their households will be stabilized in housing and provided with resources that are needed to maintain housing.
3) Help economically disadvantaged students graduate by providing need-based assistance	50 per year	July 1, 2025-June 30, 2026	50 homeless or disadvantaged youths and their households will be stabilized in housing and provided with resources that are necessary and needed for the student to successfully graduate.
Total Number Served			50 Individuals Served

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement,

and comparing the Subgrantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement, and shall prepare such other reports as may be required by the Department, M-BCG and/or HUD. All monthly reports shall be submitted to the Department no later than the **15th** of the following month.

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall insure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **July 1, 2025, and end on June 30, 2026**. The term of this Agreement and the provisions herein shall be extended to cover any additional time during which the Subgrantee remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line Item	Amount
Program Director Salary & Benefits (Program budget - $15,000/50 youth served=$300 per student)	$15,000.00
TOTAL	**$15,000.00**

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$15,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in

accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT “B”
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

(a) Voucher System: All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions

(b) Books of Original Entry: Cash receipts and disbursements journal, general ledger

(c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.

(d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

(e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

(f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FAMILY ADVANCEMENT MINISTRIES, INC. GRANTING AN EMERGENCY SOLUTIONS GRANT, IN THE AMOUNT OF $46,750.00, TO PROVIDE RENTAL ASSISTANCE AND UTILITY ASSISTANCE TO HELP PREVENT HOMELESSNESS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Emergency Solutions Grant program is administered by the Economic and Community Development Department ("ECD") of the Macon-Bibb County Government and is funded by an Emergency Solutions Grant ("ESG") applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Family Advancement Ministries, Inc. ("FAM") has applied for ESG funding in the amount of $46,750.00 from ECD; and

WHEREAS, FAM intends to utilize ESG funds to provide support to families and individuals who are at risk of homelessness by providing rental and utility assistance to prevent an eviction and/or utility disconnection; and

WHEREAS, ECD has determined this to be eligible ESG activity and has selected FAM for award of these funds; and

WHEREAS, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these ESG funds to this organization as recommended by ECD; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and Family Advancement Ministries, Inc. for the County to provide ESG funding in the amount of FORTY-SIX THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/100 CENTS ($46,750.00) to provide support to families and individuals who are at risk of homelessness by providing rental and utility assistance to prevent an eviction and/or utility disconnection, as provided in Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it

is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Authorizing Agreement with Family Advancement Ministries ESG Funds - $46,750.00 3-11-2026.docx

EXHIBIT A

AGREEMENT
BETWEEN
MACON-BIBB COUNTY GOVERNMENT
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

AND

FAMILY ADVANCEMENT MINISTRIES
Homeless Prevention
538 Orange Street
Macon, GA 31201
478-746-9803

PROVIDING FOR
EMERGENCY SOLUTIONS GRANT

This Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("M-BCG") a political subdivision of the State of Georgia, and **Family Advancement Ministries** ("Sub-grantee"). This Agreement shall be in effect on the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Emergency Solutions Grant (ESG) Program or "Program"
The term "Macon-Bibb County Emergency Solutions Grant (ESG) Program," or "Program" shall mean that the program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by an Emergency Solutions Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department
The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee
The term "Grantee" shall mean the M-BCG as Grantee of an Emergency Solutions Grant awarded by HUD.

HUD
The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project
The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household
The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person
The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household
Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count
A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count
An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

At Risk of Homelessness (24 CFR 576.2)
An individual or family who:

(1) Has an annual income below 30 percent of the median family income for the area, as determined by HUD;

(2)Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another placed described in paragraph 1 of this section.

(3) Meets one of the following conditions:

-Has moved 2 or more times due to economic reasons during 60 preceding applications for homelessness prevention assistance

-Is living in the home of another because of economic hardship

-Has been notified that right to occupy current housing will be terminated within 21 days

-Lives in a hotel or motel and the costs is not paid by charitable organizations for low-income individuals

-Lives in a single-room occupancy or efficiency apartment unit in where there resides more than 2 persons or lives in a larger housing unit in which more than 1.5 persons reside per room.

-Is exiting a publicly funded institution of system of care

-Lives in housing that has characteristics associated with instability and increased risk of homelessness

(4)A child or youth who does not qualify as "homeless" under this section, but qualifies under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3), etc.

(5) A child or youth who does not qualify as "homeless" under this section but qualifies as "homeless" under section 725(2) of the McKinney Vento Homeless Assistance Act(42 U.S.C. 11434a(2), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Homeless

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence

(2) An individual or family who will imminently lose their primary nighttime residence, see provisions in (576.2)
(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition
(4) Any individual or family who is fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or family member making them afraid to return to their primary nighttime residence.

ARTICLE II
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974 P.L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Emergency Solutions Grant (herein after "ESG") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon-Bibb through citizen participation workshops, the Mayor, and The M-BCG Commission determined the need and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 576 certain projects were included in the M-BCG's ESG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan addressed of the following ESG program components:

a) Street Outreach
b) Emergency Shelter
c) Homelessness Prevention
d) Rapid Re-housing
e) Homeless Management Information System (HMIS)

M-BCG has determined that ESG assistance can be provided for Homelessness Prevention, Street Outreach, Emergency Shelter, and/or Rapid Re-housing components.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III
UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY25 (March 1, 2026, thru March 1, 2027) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update, known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:
Emergency Solutions Grant
Subrecipient Name:
Family Advancement Ministries
Agency Unique Entity Identification (UEI):
J8RMY8GLZKN7
Federal Award Identification Number:
E-25-MC-13-0005
Federal Award Date:
Fiscal Year 2025
Subaward period of performance start and end date:
March 1, 2026, thru March 1, 2027
Federal Funds Obligated:
$46,750.00
Project Description
Activities are designed to prevent an individual or family from moving into an emergency shelter or living in a public or private place not meant for human habitation through housing relocation and stabilization services, as well as short- and/or medium-term rental assistance. Services will be provided to individuals who do not have sufficient resources or support networks, such as family, friends, faith-based organizations, or other social networks, immediately available. Utility assistance will also be provided to prevent disconnection.
Federal Awarding Agency/Pass-Through Entity:
Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
688 Walnut Street, Suite 101
Macon, GA 31217
CFDA Name and Number:
Emergency Solutions Grants; 14.231
Research and Development:
No
Provision:
OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting,

personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, Macon-Bibb County Government recognizes an approved Federal Government, or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **FORTY-SIX THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/100 CENTS ($46,750.00)** (hereinafter the "Grant") to implement the following project(s): **Family Advancement Ministries (Homeless Prevention), ESG PY2025 Program.** Activities are designed to prevent an individual or family from moving into an emergency shelter or living in a public or private place not meant for human habitation through housing relocation and stabilization services, as well as short- and/or medium-term rental assistance. Services will be provided to individuals who do not have sufficient resources or support networks, such as family, friends, faith-based organizations, or other social networks, immediately available. Utility assistance will also be provided to prevent disconnection.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County Consolidated Government
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee: Family Advancement Ministries
Attention: Gigi Rolfes, Executive Director
538 Orange Street
Macon, GA 31201
478-746-9803

ARTICLE VI
GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 576 (the U.S. Housing and Urban Development regulations concerning Emergency Solutions

Grants (ESG) except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend, and indemnify the M-BCG from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR Part 200 or 2 CFR Part 200.325 and 2 CFR Part 200, Subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided

herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

(a). Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(b). Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c). Ineffective or improper use of funds provided under this Agreement; or

(d). Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case

of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 2 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with OMB 2 CFR Part 200(Subpart E), "Cost-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a). Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b). Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c). All Grant funds disbursed through an Emergency Solutions Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event, the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another eligible ESG project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 and 578.103 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a). Records providing a full description of each activity undertaken;
(b). Records demonstrating that each activity undertaken meets the components of the ESG program;

(c). Records required to determine the eligibility of activities;

(d). Records documenting compliance with the homeless definition of the ESG program;

(e). Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and

(f). Other records are necessary to document compliance with 24 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and. accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over ESG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another ESG-eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made

available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F-Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with ESG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use each income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

1. In order to obtain reimbursement from the M-BCG in connection with the Project, the Sub-grantee shall provide the following information:

(a). Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b). The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c). Time sheets shall be submitted as backup documentation for salary reimbursement.

(d). Request for reimbursement by the Sub-grantee shall be accompanied by invoices, canceled checks, receipts, or other documentation evidencing funds expended by the Sub-grantee.

(e). The M-BCG agrees to reimburse costs allowable under Federal, State, and Local guidelines.

2. Upon receiving the invoices, reports, and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State, and local laws and regulations.

3. The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

4. The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the format and content provided as required by the M-BCG by the **10th** of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a). All procurement transactions regardless of whether negotiated or advertised and without regard to the dollar value, should be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b). Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article X hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 507.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any ESG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a). Transferred to the M-BCG for the ESG program, or

(b). Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a). The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended,

Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478,12107 and 12086.

(b). In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a). Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b). Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c). Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d). Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts left in the performance of this

Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e). Employee Verification

(1). Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by the Sub-grantee.

(2). Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by the Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200.317-318 and 576.404, which include (but are not limited to) the following:

(a). The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

(b). No employee, officer, or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c). No covered persons who exercise or have exercised any functions or responsibilities with respect to ESG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ESG-assisted activity, or with respect to the proceeds from the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a). No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c). It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive it's right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

_____
Janice S. Ross, Macon-Bibb County
Clerk of Commission

_____
Date

MACON-BIBB COUNTY

_____
Lester M. Miller, Mayor

ATTEST:

_____
Witness

_____
Date

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

_____
Wanzina Jackson, Director

ATTEST:

_____
Witness

_____
Date

FAMILY ADVANCEMENT MINISTIRES

_____
Gigi Rolfes, Executive Director

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Sub-grantee will be responsible for administering the Emergency Solutions Grant – **Family Advancement Ministries (Homeless Prevention), ESG PY2025 Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such a program will include the following activities eligible under the Emergency Solutions Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY
Family Advancement Ministries will support families and individuals who are at risk of homelessness by providing rental and utility assistance to prevent an eviction and/or utility disconnection.

IMPLEMENTATION PLANS
Potential clients should contact Family Advancement Ministries to set an appointment, complete an application, and submit the necessary required documentation. Once the required documents are received, reviewed, and approved, an inspection of the property will be requested. After an approved inspection report is received, the Executive Director will approve the request and present materials to the Chief Financial Officer (CFO) for payment processing. The payments will be made directly to the landlord and/or utility vendor. All approvals are based on the availability of funds.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES
The case manager will implement the ESG Homeless Prevention program, interview each potential client and review and verify all required documentation.

B. Program Components

The Sub-grantee certifies that the activity carried out under this Agreement will meet one of the following Emergency Solutions Grant program components: Street Outreach, Emergency Shelter, Homelessness Prevention, or Rapid Re-housing components.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
Rental Assistance	2	March 1, 2026 – March 1, 2027	10 families served
Utility Assistance	1	March 1, 2026 – March 1, 2027	10 families served
Total Number Served			20 families

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, timesheets, participant eligibility forms, HUD Data Quality Reports, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained for up to four (4) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement and comparing the Subgrantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 10th of the following month.**

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as funding sources. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

The services of the Subgrantee shall start on **March 1, 2026, and end on March 1, 2027**. The term of this Agreement and the provisions herein shall be extended to cover any additional time during which the Subgrantee remains in control of ESG funds or other ESG assets, including program income.

III. BUDGET

Line Item	Amount
Rental Assistance	$32,000.00
Utility Payments	$ 9,750.00
Administration Salary ($25.33/hr.)	$ 5,000.00
TOTAL	**$46,750.00**

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$46,750.00** Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices, HUD Data Quality Reports and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Emergency Solutions Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

a. Voucher System - All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions.

b. Books of Original Entry - Cash receipts and disbursements journal, general ledger.

c. Chart of Accounts - Listing of accounts must be maintained in the accounting system.

d. Personnel Records - Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

e. Attendance Record - Attendance records shall be maintained for all personnel paid with ESG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

f. Payroll Records - Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

g. Checking Accounts - Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

h. Petty Cash - Sub-grantee is encouraged to use an imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any ESG funds are used as petty cash.

i. Purchasing Practices - HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

j. Inventories - Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with ESG funds.

k. Property Records - Sub-grantee is required to maintain formal subsidiary records to control all

project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All projects’ accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, they should be readily accessible to the M-BCG's staff, HUD officials, and others who may be authorized to examine such records.

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE SALVATION ARMY, INC. GRANTING AN EMERGENCY SOLUTIONS GRANT, IN THE AMOUNT OF $33,942.00, TO PROVIDE EMERGENCY SHELTER SERVICES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Emergency Solutions Grant program is administered by the Economic and Community Development Department ("ECD") of the Macon-Bibb County Government and is funded by an Emergency Solutions Grant ("ESG") applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, The Salvation Army has applied for ESG funding, in the amount of $33,942.00 from ECD, to provide emergency shelter services; and

WHEREAS, The Salvation Army intends to utilize ESG funds to increase the quantity and quality of temporary shelters, through the renovation of existing shelters or conversion of buildings to shelters, paying for the operating cost of shelters, and providing essential services; and

WHEREAS, ECD has determined this to be eligible ESG activity and has selected The Salvation Army for award of these funds; and

WHEREAS, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these ESG funds to this organization as recommended by ECD; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and The Salvation Army, Inc. for the County to provide ESG funding in the amount of THIRTY-THREE THOUSAND NINE HUNDRED FORTY-TWO DOLLARS AND 00/100 CENTS ($33,942.00) to increase the quantity and quality of temporary shelters, through the renovation of existing shelters or conversion of buildings to shelters, paying for the operating cost of shelters, and providing essential services, as provided in Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-

Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Agreement With The Salvation Army Inc. For ESG Funds Emergency Shelter Services $33,942 3-11-26.docx

EXHIBIT A

AGREEMENT

BETWEEN

MACON-BIBB COUNTY GOVERNMENT
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

AND

THE SALVATION ARMY, A GEORGIA CORPORATION (MACON CORPS)
Emergency Shelter
1955 Broadway
Macon, GA 31206
678-896-3402

PROVIDING FOR
EMERGENCY SOLUTIONS GRANT

This Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("M-BCG") a political subdivision of the State of Georgia, and **The Salvation Army, A Georgia Corporation (Macon Corps)** ("Sub-grantee"). This Agreement shall be in effect on the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Emergency Solutions Grant (ESG) Program or "Program"
The term "Macon-Bibb County Emergency Solutions Grant (ESG) Program," or "Program" shall mean that the program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by an Emergency Solutions Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department
The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee
The term "Grantee" shall mean the M-BCG as Grantee of an Emergency Solutions Grant awarded by HUD.

HUD
The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project
The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household
The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person
The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household
Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count
A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count
An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

At Risk of Homelessness (24 CFR 576.2)
An individual or family who:

(1) Has an annual income below 30 percent of median family income for the area, as determined by HUD;

(2)Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another placed described in paragraph 1 of this section.

(3) Meets one of the following conditions:

-Has moved 2 or more times due to economic reasons during 60 preceding application for homelessness prevention assistance

-Is living in the home of another because of economic hardship

-Has been notified that right to occupy current housing will be terminated within 21 days

-Lives in a hotel or motel and the costs is not paid by charitable organizations for low income individuals

-Lives in a single room occupancy or efficiency apartment unit in where there resides more than 2 persons or lives in a larger housing unit in which more than 1.5 persons reside per room.

-Is exiting a publicly funded institution of system of care

-Lives in housing that has characteristics associated with instability and increased risk of homelessness

(4)A child or youth who does not qualify as "homeless" under this section, but qualifies under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3), etc.

(5) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney Vento Homeless Assistance Act(42 U.S.C. 11434a(2), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Homeless

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence
(2) An individual or family who will imminently lose their primary nighttime residence, see provisions in (576.2)
(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition
(4) Any individual or family who is fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or family member making them afraid to return to their primary nighttime residence.

ARTICLE II
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974 P.L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Emergency Solutions Grant (herein after "ESG") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon-Bibb through citizen participation workshops, the Mayor, and The M-BCG Commission determined the need and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 576 certain projects were included in the M-BCG's ESG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan addressed two* of the following ESG program components:

a) Street Outreach
b) Emergency Shelter
c) Homelessness Prevention
d) Rapid Re-housing
e) Homeless Management Information System (HMIS)

M-BCG has determined that ESG assistance can be provided for Homelessness Prevention, Street Outreach, Emergency Shelter and/or Rapid Re-housing components.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and

regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III
UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY25 (March 1, 2026, thru March 1, 2027) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:
Emergency Solutions Grant
Subrecipient Name:
The Salvation Army, A Georgia Cooperation (Macon, Corps)
Agency Unique Entity Identification (UEI):
PM64HJH9LB43
Federal Award Identification Number:
E-25-MC-13-0005
Federal Award Date:
Fiscal Year 2025
Subaward period of performance start and end date:
March 1, 2026, thru March 1, 2027
Federal Funds Obligated:
$33,942.00
Project Description:
Activities that are designed to increase the quantity and quality of temporary shelters provided to homeless people, through the renovation of existing shelters or conversion of buildings to shelters, paying for the operating cost of shelters, and providing essential services.
Federal Awarding Agency/Pass-Through Entity:
Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
688 Walnut Street, Suite 101
Macon, GA 31201
CFDA Name and Number:
Emergency Solutions Grants; 14.231
Research and Development:
No
Provision:
OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, Macon-Bibb County Government recognizes an approved Federal Government, or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **THIRTY-THREE THOUSAND NINE HUNDRED FORTY-TWO DOLLARS AND 00/100 CENTS ($33,942.00)** (hereinafter the "Grant") to implement the following project (s): **The Salvation Army, Inc (Emergency Shelter) ESG PY2025 program.** Activities that are designed to increase the quantity and quality of temporary shelters provided to homeless people, through the renovation of existing shelters or conversion of buildings to shelters, paying for the operating cost of shelters, and providing essential services.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County Consolidated Government
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-751-7390

If to Sub-grantee: The Salvation Army, A Georgia Corporation (Macon Corps)
Attention: Captain Tim Blevins and Captain Paula Blevins
1955 Broadway
Macon, GA 31206
Office: 478-746-8572
Cell: 478-283-9361

ARTICLE VI
GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 576 (the U.S. Housing and Urban Development regulations concerning Emergency Solutions Grants (ESG)) except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or 2 CFR Part 200.325 and 2 CFR Part 200, Subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall insure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

(a). Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(b). Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c). Ineffective or improper use of funds provided under this Agreement; or

(d). Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish

the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 2 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with OMB 2 CFR Part 200(Subpart E), "Cost-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a). Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b). Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c). All Grant funds disbursed through an Emergency Solutions Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event, the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another ESG eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 and 578.103 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a). Records providing a full description of each activity undertaken;

(b). Records demonstrating that each activity undertaken meets the components of the ESG program;

(c). Records required to determine the eligibility of activities;

(d). Records documenting compliance with the homeless definition of the ESG program;

(e). Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and

(f). Other records necessary to document compliance with 24 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and. accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over ESG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another ESG-eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F-Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income
The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with ESG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use each income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

1. In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a). Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b). The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c). Time sheets shall be submitted as backup documentation for salary reimbursement.

(d). Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.

(e). The M-BCG agrees to reimburse costs allowable under Federal, State and Local

guidelines.

2. Upon receiving the invoices, reports, and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State, and local laws and regulations.

3. The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

4. The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the format and content provided as required by the M-BCG by the **10th** of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a). All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b). Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article X hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 507.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any ESG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a). Transferred to the M-BCG for the ESG program, or

(b). Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a). The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478,12107 and 12086.

(b). In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a). Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b). Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c). Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d). Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts left in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e). Employee Verification

(1). Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2). Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200.317-318 and 576.404, which include (but are not limited to) the following:

(a). The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

(b). No employee, officer, or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c). No covered persons who exercise or have exercised any functions or responsibilities with respect to ESG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ESG-assisted activity, or with respect to the proceeds from the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a). No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c). It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

_____
Janice S. Ross, Macon-Bibb County
Clerk of Commission

_____
Lester M. Miller, Mayor

_____
Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

_____
Witness

_____
Wanzina Jackson, Director

_____
Date

ATTEST:

The Salvation Army, A Georgia Corporation (Macon Corps)

_____
Witness

_____
Salvation Army Representative

_____
Date

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Sub-grantee will be responsible for administering the Emergency Solutions Grant – **The Salvation Army, A Georgia Corporation (Macon Corps) (Emergency Shelter) ESG PY2025 Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Emergency Solutions Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY-
The ESG grant will be utilized for the operations of the Emergency shelter. The shelter addressed the needs of those who were homeless, i.e., families, singles, and veterans. The individuals received case management with the development of individual service plans (ISP's) and goals to aid individuals return to a stable point with an emphasis of getting them into permanent housing using the Housing First model. The individuals also received 3 meals each day, 1 snacks, mail and messaging services, toiletries and linens, case management, SNAP application assistance, computer access for job search, housing search, educational classes, social events, support groups and spiritual meetings while being sheltered.

IMPLEMENTATION PLANS
The Emergency Shelter will provide shelter services to families and veterans. The staff will complete an intake, enter clients into Homeless Management Information System (HMIS) and process clients into our emergency shelter. The case manager will provide case management with the development of individual service plans (ISPs) to include goals and objectives. The ISP will aid the clients to return to a state of stability/normality. The Salvation Army will utilize the Housing First model. The clients will receive supportive services as listed above. In addition to the supportive services, educational classes, social events, and support groups will be offered.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES
Six full-time staff members, thirteen part-time staff members, and one data entry clerk will be responsible for implementing the services.

B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

B. Levels of Accomplishment - Goals and Performance Measures
The Salvation Army will serve single men, women and families with children experiencing homelessness. We will accept self-referrals and referrals from human service agencies for those unsheltered. Our goal is to maintain and secure staffing to continue helping those who are experiencing homelessness as defined by HUD. The objective is the clients will receive case management in multiple areas to assist them with successfully completing the program. The expected outcome of The Salvation Army, due to the multitude of services

provided to the clients in the shelter, is for clients to receive permanent housing.

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Case Management	4 Individuals	March 1, 2026 – March 1, 2027	The case Manager will meet with the client to develop an individual service plan. 100% of clients will develop an ISP that does not relocate within 72 hours.
2) Shelter Services-Streamlined Benefit Services	4 Individuals	March 1, 2026 – March 1, 2027	65% of clients will apply for mainstream benefits while in the shelter.
3) Employment-Case Manager	4 Individuals	March 1, 2026 – March 1, 2027	45% of clients will obtain employment within 90 days of entering the shelter.
4) Housing Case Management	4 Individuals	March 1, 2026 – March 1, 2027	25% of clients will obtain permanent housing.
Total Proposed Number Served			60 Individuals served

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, timesheets, participant eligibility forms, HUD Data Quality Reports, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained for up to four (4) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement and comparing the Subgrantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement, and shall prepare such other reports as may be required by the Department, M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 10th of the following month.**

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as funding sources. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **March 1, 2026, and end on March 1, 2027**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of ESG funds or other ESG assets, including program income.

III. BUDGET

Line Item	Amount
Case Manager Salary ($17.50-$17.91/hr.)	$20,000.00
Maintenance	$ 6,000.00
Utilities	$ 3,942.00
Food	$ 2,000.00
Supplies	$ 2,000.00
TOTAL	**$33,942.00**

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$33,942.00** Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices, HUD Data Quality Reports, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Emergency Solutions Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

a. Voucher System - All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions.

b. Books of Original Entry - Cash receipts and disbursements journal, general ledger.

c. Chart of Accounts - Listing of accounts must be maintained in the accounting system.

d. Personnel Records - Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

e. Attendance Record - Attendance records shall be maintained for all personnel paid with ESG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

f. Payroll Records - Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

g. Checking Accounts - Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

h. Petty Cash - Sub-grantee is encouraged to use an imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any ESG funds are used as petty cash.

i. Purchasing Practices - HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

j. Inventories - Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with ESG funds.

k. Property Records - Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials, and others who may be authorized to examine such records.

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH FIRST CHOICE PRIMARY CARE, INC. GRANTING EMERGENCY SOLUTIONS GRANT FUNDING, IN THE AMOUNT OF $30,000.00, FOR THE PROVISION OF CASE MANAGEMENT SERVICES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Emergency Solutions Grant program is administered by the Economic and Community Development Department ("ECD") of the Macon-Bibb County Government and is funded by an Emergency Solutions Grant ("ESG") applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, First Choice Primary Care, Inc has applied for ESG funding, in the amount of $30,000.00, from ECD to provide case management services; and

WHEREAS, First Choice Primary Care plans to utilize ESG funds to provide case management services to unsheltered homeless people by connecting them with emergency shelter, housing, and/or critical health services; and

WHEREAS, ECD has determined this to be eligible ESG activity and has selected First Choice Primary for award of these funds; and

WHEREAS, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these ESG funds to this organization as recommended by ECD; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and First Choice Primary Care, Inc. for the County to provide ESG funding, in the amount of THIRTY THOUSAND DOLLARS AND 00/100 CENTS ($30,000.00), for First Choice to provide case management services to unsheltered homeless people by connecting them with emergency shelter, housing, and/or critical health services, in substantially the same form as Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then

this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Agreement With First Choice Primary Care For ESG Funds -$30,000.00 3-11-26.docx

EXHIBIT A

AGREEMENT

BETWEEN

MACON-BIBB COUNTY GOVERNMENT
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

AND

FIRST CHOICE PRIMARY CARE, INC
Pathways to Stability: Connecting Health, Housing and Hope

400 Poplar Street
Macon, GA 31201
478-254-7204

PROVIDING FOR
EMERGENCY SOLUTIONS GRANT

This Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("M-BCG") a political subdivision of the State of Georgia, and **First Choice Primary Care, Inc** ("Sub-grantee"). This Agreement shall be in effect on the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Emergency Solutions Grant (ESG) Program or "Program"
The term "Macon-Bibb County Emergency Solutions Grant (ESG) Program," or "Program" shall mean that the program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by an Emergency Solutions Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department
The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee
The term "Grantee" shall mean the M-BCG as Grantee of an Emergency Solutions Grant awarded by HUD.

HUD
The term "HUD" shall mean the U. S. Department of Housing and Urban Development.
Project
The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household
The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person
The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household
Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count
A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count
An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

At Risk of Homelessness (24 CFR 576.2)
An individual or family who:

(1) Has an annual income below 30 percent of the median family income for the area, as determined by HUD;

(2)Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another placed described in paragraph 1 of this section.

(3) Meets one of the following conditions:

-Has moved 2 or more times due to economic reasons during 60 preceding applications for homelessness prevention assistance

-Is living in the home of another because of economic hardship

-Has been notified that right to occupy current housing will be terminated within 21 days

-Lives in a hotel or motel and the costs is not paid by charitable organizations for low-income individuals

-Lives in a single-room occupancy or efficiency apartment unit in where there resides more than 2 persons or lives in a larger housing unit in which more than 1.5 persons reside per room.

-Is exiting a publicly funded institution of system of care

-Lives in housing that have characteristics associated with instability and increased risk of homelessness

(4)A child or youth who does not qualify as "homeless" under this section, but qualifies under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3), etc.

(5) A child or youth who does not qualify as "homeless" under this section but qualifies as "homeless" under section 725(2) of the McKinney Vento Homeless Assistance Act(42 U.S.C. 11434a(2), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Homeless

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence
(2) An individual or family who will imminently lose their primary nighttime residence, see provisions in (576.2)
(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition
(4) Any individual or family who is fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or family member making them afraid to return to their primary nighttime residence.

ARTICLE II
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974 P.L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Emergency Solutions Grant (herein after "ESG") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon-Bibb through citizen participation workshops, the Mayor, and The M-BCG Commission determined the need and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 576 certain projects were included in the M-BCG's ESG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan addressed two* of the following ESG program components:

a) Street Outreach
b) Emergency Shelter
c) Homelessness Prevention*
d) Rapid Re-housing*
e) Homeless Management Information System (HMIS)

M-BCG has determined that ESG assistance can be provided for Homelessness Prevention, Street Outreach, Emergency Shelter, and/or Rapid Re-housing components.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III
UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY25 (March 1, 2026, thru March 1, 2027) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:
Emergency Solutions Grant
Subrecipient Name:
First Choice Primary Care, Inc
Agency Unique Entity Identification (UEI):
JJ8KRLHK8NJ9
Federal Award Identification Number:
E-25-MC-13-0005
Federal Award Date:
Fiscal Year 2025
Subaward period of performance start and end date:
March 1, 2026, thru March 1, 2027
Federal Funds Obligated:
$30,000.00
Project Description
Activities are designed to meet the immediate needs of unsheltered homeless people by connecting them with emergency shelter, housing, and/or critical health services. Services are provided on the street, in abandoned buildings, at bus stations, and other unsheltered settings.
Federal Awarding Agency/Pass-Through Entity:
Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
688 Walnut Street, Suite 101
Macon, GA 31217
CFDA Name and Number:
Emergency Solutions Grants; 14.231
Research and Development:
No
Provision:
OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration"

is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, Macon-Bibb County Government recognizes an approved Federal Government, or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **THIRTY THOUSAND DOLLARS AND 00/100 CENTS ($30,000.00)** (hereinafter the "Grant") to implement the following project (s): **First Choice Primary Care, Inc (Pathways to Stability: Connecting Health, Housing and Hope), ESG PY2025 program.** Activities are designed to meet the immediate needs of unsheltered homeless people by connecting them with emergency shelter, housing, and/or critical health services. Services are provided on the street, in abandoned buildings, at bus stations, and other unsheltered settings.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County Consolidated Government
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-751-7390

If to Sub-grantee: First Choice Primary Care, Inc
Attention: Katherine McLeod, CEO
400 Poplar Street
Macon, GA 31201
478-254-7204

ARTICLE VI
GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 576 (the U.S. Housing and Urban Development regulations concerning Emergency Solutions Grants (ESG)) except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend, and indemnify the M-BCG from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR Part 200 or 2 CFR Part 200.325 and 2 CFR Part 200, Subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

(a). Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(b). Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c). Ineffective or improper use of funds provided under this Agreement; or

(d). Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 2 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with OMB 2 CFR Part 200(Subpart E), "Cost-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a). Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b). Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c). All Grant funds disbursed through an Emergency Solutions Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event, the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another eligible ESG project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 and 578.103 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a). Records providing a full description of each activity undertaken;

(b). Records demonstrating that each activity undertaken meets the components of the ESG program;

(c). Records required to determine the eligibility of activities;

(d). Records documenting compliance with the homeless definition of the ESG program;

(e). Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and

(f). Other records are necessary to document compliance with 24 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all close-out requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and. accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over ESG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another ESG-eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receiving receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F-Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with ESG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use each income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

1. In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a). Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b). The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c). Time sheets shall be submitted as backup documentation for salary reimbursement.

(d). Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.

(e). The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

2. Upon receiving the invoices, reports, and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State, and local laws and regulations.

3. The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

4. The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the format and content provided as required by the M-BCG by the **10th** of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a). All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b). Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article X hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 507.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any ESG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a). Transferred to the M-BCG for the ESG program, or

(b). Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a). The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of

the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478,12107 and 12086.
(b). In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may

rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a). Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b). Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c). Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d). Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts left in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e). Employee Verification

(1). Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2). Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200.317-318 and 576.404, which include (but are not limited to) the following:

(a). The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

(b). No employee, officer, or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c). No covered persons who exercise or have exercised any functions or responsibilities with respect to ESG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ESG-assisted activity, or with respect to the proceeds from the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties,

during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a). No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c). It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive it’s right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

_____
Janice S. Ross, Macon-Bibb County
Clerk of Commission

_____
Lester M. Miller, Mayor

_____
Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

_____
Witness

_____
Wanzina Jackson, Director

_____
Date

ATTEST:

FIRST CHOICE PRIMARY CARE, INC

_____
Witness

_____
Katherine McLeod, CEO

_____
Date

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Sub-grantee will be responsible for administering the Emergency Solutions Grant – **First Choice Primary Care, Inc (Pathways to Stability: Connecting Health, Housing, and Hope), ESG PY2025 Outreach Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Emergency Solutions Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY
The Outreach case managers will help homeless patients access any available services or benefits, such as Supplemental Nutrition Assistance Program (SNAP), Medicaid, Women Infant and Children (WIC) or Childcare Assistance through the Gateway System. Our Outreach Director is a licensed navigator and can help people apply for Health Insurance through the Affordable Care Act (ACA) Marketplace. We will help patients at risk of losing Medicaid coverage and assist older low income patients with applications for QMB support.

Outreach staff will make referrals to agencies involved in domestic violence, food assistance, work force development and other services and link patients to resources.

IMPLEMENTATION PLANS
Outreach staff will be present at Daybreak two days per week, while Family Choice Primary Care (FCPC) operates a medical clinic. In addition, outreach staff will visit the Brookdale Resource Center at least once per week to offer case management services to participants in that program.

The Outreach staff has already completed training necessary to use the Gateway system and will complete necessary reporting/updated training to maintain access to Gateway.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES
Outreach staff will be present at Daybreak two days per week, during the times when FCPC operates a medical clinic. This will allow easy access to case management services for Daybreak participants.

Outreach staff will go to Brookdale Resource Center at least once per week to offer case management services to participants in that program.

Outreach staff has already completed training necessary to use the Gateway system and will complete necessary reporting/updated training to maintain access to Gateway

B. Program Components

The Sub-grantee certifies that the activity carried out under this Agreement will meet one of the following Emergency Solutions Grant program components: Street Outreach, Emergency Shelter, Homelessness Prevention, or Rapid Re-housing components.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Case Management	11	March 1, 2026 – March 1, 2027	FCPC will assess needs of patient, help them apply for benefits/services
2) Referrals	11	March 1, 2026 – March 1, 2027	When appropriate FCPC will refer patients to other agencies for services and resources
Total Number Served			22 individuals served

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, timesheets, participant eligibility forms, HUD Data Quality Reports, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained for up to four (4) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement and comparing the Subgrantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 10th of the following month.**

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as funding sources. In addition, the Subgrantee will include a reference to the

support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **March 1, 2026 – March 1, 2027**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of ESG funds or other ESG assets, including program income.

III. BUDGET

Line-Item	Amount
Case Manager Salary ($34.86/hr.)	$23,405.00
Payroll Taxes	$ 1,500.00
Fringe Benefits	$ 5,000.00
Licenses	$ 47.00
Travel	$ 48.00
TOTAL	**$30,000.00**

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$30,000.00.** Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices, HUD Data Quality Reports, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Emergency Solutions Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

a. Voucher System - All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions.

b. Books of Original Entry - Cash receipts and disbursements journal, general ledger.

c. Chart of Accounts - Listing of accounts must be maintained in the accounting system.

d. Personnel Records - Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

e. Attendance Record - Attendance records shall be maintained for all personnel paid with ESG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

f. Payroll Records - Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

g. Checking Accounts - Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

h. Petty Cash - Sub-grantee is encouraged to use an imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any ESG funds are used as petty cash.

i. Purchasing Practices - HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

j. Inventories - Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with ESG funds.

k. Property Records - Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials, and others who may be authorized to examine such records.

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO ACCEPT FEDERAL HIGHWAY ADMINISTRATION FY 2023 SAFE STREETS AND ROADS FOR ALL (SS4A) PLANNING AND DEMONSTATION GRANT FUNDS IN THE AMOUNT OF $400,000.00 TO FUND THE DEVELOPMENT OF AN UPDATED VISION ZERO ACTION PLAN; APPROPRIATING UP TO $100,000.00 FROM PUBLIC SAFETY FUNDS, TO BE USED AS THE REQUIRED LOCAL MATCH FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission adopted the "Vision Zero Action Plan" (the Plan) in Resolution R-20-0263 on November 17, 2020, as the local road map to improving pedestrian, bicyclist, and motorist safety on Macon roads; and

WHEREAS, as Macon-Bibb County grows, with people using a wide variety of transportation options, the likelihood of a pedestrian or bicyclist encountering a motor vehicle increases, along with the likelihood of serious injury or death to non-motorists involved in incidents with vehicles; and

WHEREAS, the Macon-Bibb County Commission remains committed to making safe, accessible streets for all users, and desires to update the Plan to ensure that increased growth and changes in our community are accounted for in decision making to promote pedestrian safety as a core component of public safety; and

WHEREAS, to accomplish the necessary update to the Plan, Macon-Bibb County applied for and has been awarded $400,000.00 in SS4A Planning and Demonstration grant funds, with a required 20% local match of $100,000.00, for a total projected expenditure of $500,000.00; and

WHEREAS, the Macon-Bibb County Commission desires to accept said award to cover the costs of updating the Plan; and

WHEREAS, the Macon-Bibb County Commission further desires to appropriate the required matching local funds in the amount of $100,000.00 from Sponsored Programs - Speed Cameras to fund the balance of the expected cost of the Plan update; 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 authorizes the Mayor to accept the awarded Federal Highway Administration FY 23 Safe Streets and Roads for All (SS4A) Planning and Demonstration grant funds in the amount of $400,000.00, to provide for updates to the local Vision Zero Action Plan.

Section 2.

The Macon-Bibb County Commission hereby authorizes the appropriation of up to $100,000.00 from Sponsored Programs – Speed Cameras as local matching funds for SS4A grant funds and to provide for the updates to the local Vision Zero Action Plan.

Section 3.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4.

The Mayor and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 5.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 6.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb

County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 7.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 8.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 9.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE AND INSTALLATION OF A COMMEMORATIVE BENCH IN HONOR OF AMERICA'S 250TH ANNIVERSARY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Nathaniel Macon Chapter of the Georgia State Society of the Daughters of the American Revolution ("GSSDAR") desires to donate a commemorative bench in honor of America's 250th Anniversary, as described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the Nathaniel Macon Chapter of the GSSDAR desires to have the commemorative bench installed at Whittle Park; and

WHEREAS, the Macon-Bibb County Commission desires to honor the 250th Anniversary of America by accepting and installing the aforementioned bench in Whittle Park; 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 Parks and Beautification Department is authorized to accept the donation of a bench to be paid for and delivered to the Department by the Nathaniel Macon Chapter of the GSSDAR, to be installed in Whittle Park in honor of America's 250th Anniversary.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be

considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2026.

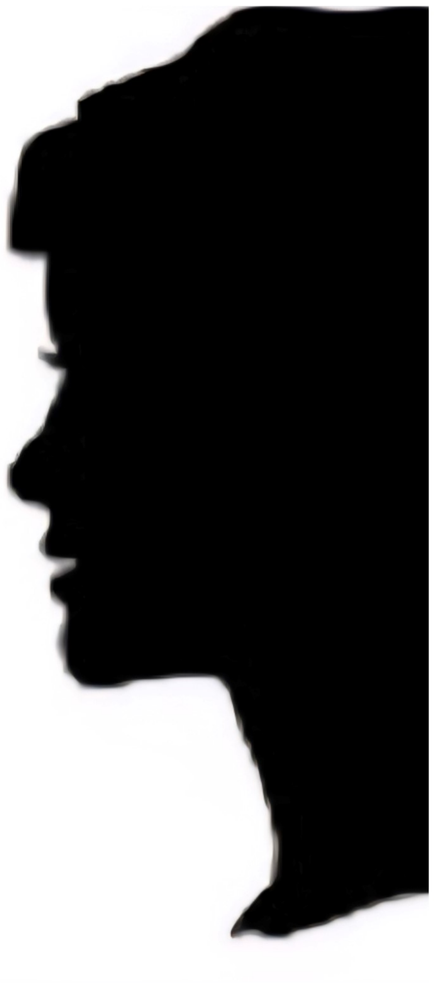
By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

T:\RES MACON-BIBB\2026 Miller Accepting Donation Of Park Bench From GSSDAR In Honor Of America's 250th Anniversary - 3-2-26.Docx

EXHIBIT A







Langford Welding & fabrication
50"-54" inches



LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION DESIGNATING THE CODE ENFORCEMENT DEPARTMENT AS A PUBLIC SAFETY DEPARTMENT OF THE MACON-BIBB COUNTY GOVERNMENT FOR ALL INTENTS AND PURPOSES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Code Enforcement Department ("Code Enforcement") personnel consists of both sworn and unsworn members; and

WHEREAS, the sworn Code Enforcement officers are all certified by the Georgia Peace Officer Standards & Training Council ("POST") and have all been deputized by the Sheriff, and are in all ways authorized to enforce both state laws and local ordinances; and

WHEREAS, the unsworn Code Enforcement officers and the rest of the Code Enforcement Staff play critical roles in supporting the missions of the sworn officers, and in enforcing county ordinances and building and property codes; and

WHEREAS, the Macon-Bibb County Commission acknowledges, recognizes, and commends the Code Enforcement Department for its critical efforts in reducing blight in the community, addressing dangerous and unsanitary public encampments, addressing aggressive panhandling, and taking other initiatives to promote and protect public peace and safety; and

WHEREAS, on August 17, 2021, the Macon-Bibb County Commission adopted Resolution No. R-21-0191, creating the Macon-Bibb County Longevity Incentive Pay program, which created an incentive pay structure for various public safety offices, but which omitted Code Enforcement from the program; and

WHEREAS, the Macon-Bibb County Commission now desires to declare that the Code Enforcement Department of Macon-Bibb County is a public safety department of Macon-Bibb

County for all intents and purposes, and to amend Resolution No. R-21-0191 to provide for the inclusion of Code Enforcement in such program; 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 does hereby amend Resolution No. R-21-0191, so as to include the Code Enforcement Department in the list of departments included in the definition of "Eligible Service," and to provide that employees of the Code Enforcement Department shall, effective January 2027, receive the annual incentive payment provided for therein under the same terms and conditions as are applicable to employees of those other departments identified in such Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the Code Enforcement Department is and shall be considered a public safety department of the Macon-Bibb County government for all intents and purposes.

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 and the County Attorney 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 _____, 2026.

By: _____
Lester M. Miller, Mayor

Attest: _____
(SEAL) JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2026 Miller Declaring Code Enforcement to be Public Safety 3-11-26.docx

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND SECTION 2-12 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES TO DESIGNATE THE MACON-BIBB COUNTY COURTHOUSE ANNEX AT THE MACON MALL AND THE THOMAS JACKSON JUVENILE JUSTICE CENTER AS PERMANENT SATELLITE COURTHOUSES OF THE MACON-BIBB COUNTY COURTHOUSE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County operates the Macon-Bibb County Courthouse, located at 601 Mulberry Street Macon, Georgia, 31201, as the primary site for the administration of justice within the County; and

WHEREAS, the County has determined that substantial renovations, repairs, or improvements to the courthouse facility are necessary to ensure the safety, accessibility, and functionality of the building; and

WHEREAS, such renovations require temporary relocation of certain judicial and court-related operations in order to maintain uninterrupted access to judicial services for the residents of the County; and

WHEREAS, O.C.G.A. § 15-6-17(b) allows for the County governing authority to construct one or more permanent satellite courthouses within the County and designate each structure as a courthouse annex or otherwise; and

WHEREAS, O.C.G.A § 15-6-18(a) allows for any session of superior or state court to be held at an alternative facility where it is impracticable to hold the session at the courthouse, provided that it is in the best interest of the public; and

WHEREAS, it is in the best interest of the public to maintain uninterrupted access to judicial services; and

WHEREAS, the County has constructed a courthouse annex, being a facility capable of accommodating court proceedings and other judicial operations, at the Macon Mall, which is located at 3661 Eisenhower Pkwy, Macon, Georgia, 31206; and

WHEREAS, the County also operates the Thomas Jackson Juvenile Justice Center, located at 560 Oglethorpe St, Macon, Georgia, 31201; and

WHEREAS, Section 2-12 of the Macon-Bibb County Ordinances currently provides in its entirety:

Sec. 2-12. - Designating buildings which constitute the courthouse.

(a) The structure which stands at the corner of Second and Mulberry Streets and which has historically been known and used as the county courthouse, together with the entrances to and appurtenances thereto, is hereby designated as the Macon-Bibb County Courthouse together with such other properties as are hereinafter specified.

(b) The grand building and the grand theater building, together with the entrances to and appurtenances thereof, which are now or may hereafter be used by Macon-Bibb County or by any other public agency, are hereby declared to be a part of the courthouse for all purposes.

(c) The building commonly known as the courthouse annex which has been constructed between and connects with the original county courthouse and the grand building and the grand theater buildings referred to in the preceding paragraph is hereby designated as a part of the courthouse of Macon-Bibb County for all purposes.

(d)The grounds owned by Macon-Bibb County in Macon-Bibb County, Georgia, bounded by First, Oglethorpe, Second and Hawthorne Streets, together with the improvements thereon owned by Macon-Bibb County and specifically, but not limited to, the building known as the law enforcement center, together with its entrances and appurtenances, are hereby declared to be a part of the Macon-Bibb County Courthouse for all purposes.

; and

WHEREAS, the Macon-Bibb County Commission desires to amend Section 2-12 of the Macon-Bibb County Code of Ordinances to officially designate the Macon-Bibb County Courthouse Annex at the Macon Mall, and the Thomas Jackson Juvenile Justice Center as permanent satellite courthouses and alternative courtroom facilities of the Macon-Bibb County Courthouse; and

WHEREAS, the Macon-Bibb County Commission finds these amendments to the Macon-Bibb County Code of Ordinances 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 2-12 of the Macon-Bibb County Code of Ordinances, is hereby repealed in its entirety and replaced with the following:

Chapter 2 – ADMINISTRATION

ARTICLE I. – IN GENERAL

Section 2-12. – Designating buildings which constitute the courthouse.

(a) The structure which stands at the corner of Second and Mulberry Streets and which has historically been known and used as the county courthouse, together with the entrances to and appurtenances thereto, is hereby designated as the Macon-Bibb County Courthouse together with such other properties as are hereinafter specified.

(b) The grand building and the grand theater building, together with the entrances to and appurtenances thereof, which are now or may hereafter be used by Macon-Bibb County or by any other public agency, are hereby declared to be a part of the Macon-Bibb County Courthouse for all purposes.

(c) The building commonly known as the courthouse annex which has been constructed between and connects with the original county courthouse and the grand building and the grand theater buildings referred to in the preceding paragraph is hereby designated as a part of the Macon-Bibb County Courthouse for all purposes.

(d)The grounds owned by Macon-Bibb County in Macon-Bibb County, Georgia, bounded by First, Oglethorpe, Second and Hawthorne Streets, together with the improvements thereon owned by Macon-Bibb County and specifically, but not limited to, the building known as the law enforcement center, together with its entrances and appurtenances, are hereby declared to be a part of the Macon-Bibb County Courthouse for all purposes.

(e) the building commonly known as the Macon-Bibb County Courthouse Annex located at the Macon Mall, 3661 Eisenhower Pkwy, Macon, Georgia, 31206, together with its

entrances and appurtenances, is hereby declared to be a part of the Macon-Bibb County Courthouse for all purposes.

(f) the building commonly known as the Thomas Jackson Juvenile Justice Center, located at 560 Oglethorpe St, Macon, Georgia, 31201, together with its entrances and appurtenances, is hereby declared to be a part of the Macon-Bibb County Courthouse for all purposes.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3.

The Mayor, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 4.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 5.

In accordance with Sec. 1-4(c) of the Code of Ordinances of Macon-Bibb County, Georgia, the provisions of this Ordinance shall become and be made part of the Code of Ordinances of Macon-Bibb County, Georgia, and the sections of this Ordinance may be renumbered to accomplish such intention. Upon adoption, the Clerk of Commission is hereby directed to send a certified copy of this Ordinance to the publisher of the Macon-Bibb County Code of Ordinances for inclusion in future publications.

Section 6.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences,

clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 7.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 8.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 9.

This Ordinance shall become effective upon its approval by the Mayor or its adoption into law without such approval.

SO ORDERED AND ORDAINED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

T:\ORD MACON-BIBB\2026 Miller Amending Sec. 2-12 To Designate Mall Courthouse Annex As A Satellite Courthouse - 2-27-26.Docx

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION CONSIDERING A REQUEST FOR REFUND OF 2023 AND 2024 AD VALOREM TAXES TO FLORA MAE IVEY PURSUANT TO O.C.G.A. § 48-5-380; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission, ("Commission") has received a request for a refund of 2023 and 2024 ad valorem property taxes pursuant to O.C.G.A. § 48-5-380, from Flora Mae Ivey, (the "Requestor"), as owner of that parcel of land known as Parcel No. F009-0022, more commonly known as 8167 Eisenhower Parkway, Macon, Georgia (the "Property"); and

WHEREAS, a copy of the letter requesting the refund is attached hereto at Exhibit A, and incorporated herein by reference; and

WHEREAS, the Requestor admits that she has not yet fully paid her 2024 ad valorem property taxes on the Property, but she has made a partial payment of $4,000.00 towards the cost of the tax bill, with an outstanding balance remaining of $9,999.04; and

WHEREAS, the Requestors did not request a conference or hearing with the Commission, and so has waived their right to an in-person hearing under O.C.G.A. § 48-5-380(b); and

WHEREAS, O.C.G.A. § 48-5-380(a) expressly limits the refund procedure to taxes and fees "(1) Which are determined to have been erroneously or illegally assessed and collected from the taxpayers under the laws of this state or under the resolutions or ordinances of any county or municipality; or (2) Which are determined to have been voluntarily or involuntarily overpaid by the taxpayers."; and

WHEREAS, as to her 2024 property taxes, the combined county and school millage rate for tax year 2024, less the sales tax rollback, was 24.574 mills, such that, even if all $4000.00 of

her prior payment was credited to taxes owed, and not to the accrued penalties and interest, that would only support a refund claim under O.C.G.A. § 48-5-380 if the asserted property value were less than $406,934.15; and

WHEREAS, as to her 2024 property taxes, the Requestor first asserted in Exhibit A that the correct market value was $828,165.00, but has revised her claim to assert a value of $605,000.00, and the Requestor has not paid any ad valorem taxes on that property sufficient to attach jurisdiction to this Commission to consider a refund based on a valuation at any level in excess of that valuation that would be supported by the portion of the $4,000.00 previously paid that were credited towards the taxes owed, as opposed to accrued penalties, interest, and fees; and

WHEREAS, because the Requestor has not already paid the taxes at issue as to her 2024 tax year request, no refund is due as a matter of law; and

WHEREAS, as to her 2023 property taxes, the Requestor first asserted in Exhibit A that the correct market value was $828,135.00, but has since revised her claim to assert that the correct market value is $562,940.00, being the halfway point between the unchallenged 2022 valuation of $520,881.00, and the documentation Requestor has provided, attached hereto at Exhibit B, and incorporated herein by reference, purporting to show that the 2024 value of the property was $605,000.00; and

WHEREAS, the Requestor has fully paid her 2023 property taxes, and so this request for a refund is properly before the Commission to consider; and

WHEREAS, the tax assessor's office asserts that the 2023 valuation of $1,103,157.00 is fair and accurate based on the following reasons:

1. The cost tables used to assess properties, and which are updated every three years, were updated between the 2022 and 2023 assessment periods, and the increase reflects those updates;
2. The taxpayer did not challenge the 2023 valuation at the time it was made;
3. The parcel was under contract for a sale price of $1,200,000.00 in 2024, with an excerpt of that contract appearing in Requestor's documents at Exhibit B, though it appears that the sale did not actually occur; and
4. The valuation documentation provided by the Requestor, and attached hereto at Exhibit B, is not a certified appraisal, does not identify the name or licensed appraiser number of its creator, and none of the property comparators used in that document are located

in Macon at all, with the closest being in Fort Valley, and the remaining comparator properties being over 45 miles away in other markets;

; and

WHEREAS, a copy of the property's QPublic report, detailing the assessment history for the property, is attached hereto at Exhibit C, and incorporated herein by reference; and

WHEREAS, if the Commission accepts the Requestor's proposed 2023 valuation of $828,135.00, then the 40% assessed value would be $331,254.00, times the net combined 2023 county and school millage rate of 25.397, for a total tax due of $8,412.86, to be applied to her previous payment of $15,757.96, for a refund due of $7,345.10; and

WHEREAS, if the Commission accepts the Requestor's proposed 2023 valuation of $562,940.00, then the 40% assessed value would be $225,176.00, times the net combined 2023 county and school millage rate of 25.397, for a total tax due of $5,718.79, to be applied to her previous payment of $15,757.96, for a refund due of $10,039.17; 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 Macon-Bibb County takes the following actions on the request submitted:

1. The request for refund as to the 2024 ad valorem taxes for 8167 Eisenhower Parkway is denied based on the failure to pay the taxes as billed, such that there are no funds for which a refund could be considered; and
2. The request for refund as to the 2023 ad valorem taxes for 8167 Eisenhower Parkway, having been duly considered, is hereby: (select one)

☐ **GRANTED**, and a refund shall be given based on a corrected valuation of _____; or

☐ **DENIED**

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be

considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this resolution or in the exhibits hereto after the adoption hereof, the Macon-Bibb County commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED 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 _____, 2026.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
(SEAL) JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2026 Miller Considering Tax Refund Request Of Flora Ivey For 8167 Eisenhower Parkway 3-11-26.Docx

EXHIBIT A

November 3, 2025

Macon-Bibb County Board of Tax Assessors
Attn: Bo Parrott
688 Walnut Street
Suite 200
Macon, GA 31201

RE: Flora Ivey – Property Tax Assessment Reduction and Refund Request
Property Address: 8167 Eisenhower Pkwy – Tax Years: 2023, 2024, & 2025

Dear Members of the Macon-Bibb County Board of Tax Assessors,

I am writing the follow up letter to the letter sent to your office on September 17, 2025 explaining the basis for the reduction in property taxes for Ms. Flora Ivey's ("Client" or "Ms. Ivey") property located at property located at 8167 Eisenhower Pkwy, Lizella, Georgia 31052.

This letter formally requests a correction of the 2024 property tax assessment for the property located at 8167 Eisenhower Pkwy, based on the settlement of Ms. Ivey's appeal of the 2025 property tax valuation. In turn, a correction is necessary to address the 2024 Property Tax Assessment that was erroneously issued against my Client's property. Below you will find the grounds for the correction based on Georgia law and the accompanying calculation of the correct property tax assessments.

In addition, this letter is a formal request for refund of the difference between the 2023 property tax assessment and the 2025 property tax assessment, which is also based on the settlement reached between my Client and the Board for the 2025 Property Tax Assessment.

Basis for Assessment Correction of the 2023 and 2024 Property Tax Assessment

Ms. Ivey's 2024 Property tax assessment should be corrected to reflect the 2025 assessment because the assessment was found to be erroneous. The 2025 property tax appeal resulted in a reduction of the assessed value from the previous assessment methodology to $828,135. This corrected valuation demonstrates that the 2024 assessment of $1,103,157 was erroneous and based on an incorrect valuation approach. The substantial difference between these assessments—a

reduction of $275,022—clearly indicates that the same valuation error that affected the 2025 assessment also impacted the 2024 assessment. The same logic must also be applied to Ms. Ivey's 2023 property tax assessment. Below is a comparison of the calculations.

Property Tax Calculation Comparison

The following calculations illustrate the discrepancy between the tax years and support our request for correction of the 2024 property tax assessment and a refund for the overpayment of the 2023 property tax assessment:

A. 2023 Property Taxes
- Assessed Value: $1,103,157
- Taxable Value: $441,263 (40% of assessed value)
- Total Tax: $15,757.96
- **Corrected Property Tax Assessment**:
    - Assessed Value: $828,135
    - Taxable Value: $331,254
    - Total Tax: $8,423.45
- Overpayment Amount: **$7,334.51**

B. 2024 Property Taxes:
- Assessed Value: $1,103,157.
- Taxable Value: $441,263 (40% of assessed value).
- Total Tax: $10,843.59.
- **Corrected Property Tax Assessment**
    - Assessed Value: $828,135
    - Taxable Value: $331,254
    - Total Tax: $8,140.23 less $7,334.51.

- Outstanding Balance: **$805.72**

C. 2025 Property Taxes:
- Assessed Value: $828,135.
- Taxable Value: $331,254 (40% of assessed value).
- Total Tax: $8,140.23.

The correct 2025 valuation methodology was not applied to the 2023 and 2024 tax year. If it had been, Ms. Ivey would owe significantly less property taxes for 2023 and 2024. In turn, the 2024 property tax assessment should be adjusted to reflect the 2025 property tax assessment. Moreover Ms. Ivey should be refunded the difference between her 2025 and 2023 property tax assessment which amounts to **$7,334.51** ($15,757.96 - $8,423.45). In turn, Ms. Ivey's outstanding balance should be the 2025 Property tax assessment plus the remaining balance after deducting her refund amount from the new 2024 property tax assessment balance. The calculation is provided below as follows

A. 2024 Property Tax Total
- $8,140.23 - $7,334.51(2023 overpayment) = **$805.72**

B. 2025 Property Tax Total

- $8,140.23 + $805.72 (remaining 2024 balance) = **$8,945.95.**

Legal Entitlement to Refund Under Georgia Law

Under O.C.G.A. § 48-5-380(a)(1)-(2), taxpayers are entitled to seek refunds for taxes that were erroneously or illegally assessed and collected. This statute provides a clear mechanism for taxpayers to recover overpaid taxes when a property's fair market value is reduced on appeal, allowing for refunds of the difference between taxes paid and taxes owed based on the corrected valuation.

The successful 2025 appeal demonstrates that the valuation methodology used for 2023 and 2024 was incorrect, making Ms. Ivey entitled to a refund for the 2023 and 2024 tax years under this statutory provision. Since she has not paid the 2024 assessment amount yet, the amount should be corrected and reduced to reflect the assessment value derived from this year's settlement value. Since she has paid the 2023 assessment, she should be refunded the difference between the corrected assessment value and the amount she paid.

Request for Reduction of 2025 Property Tax Assessment

Based on the foregoing, my client respectfully requests that the Macon-Bibb County Tax Assessors Office: (1) correct the 2024 property tax assessment for 8167 Eisenhower Pkwy to reflect the corrected valuation methodology established in the 2025 appeal, (2) recalculate the 2024 and 2023 property taxes based on the corrected assessment, and (3) issue a new 2024 assessment based on the corrected valuation, (4) refund Ms. Ivey for the overpayment of her 2023 property tax assessment and (5) provide written confirmation of receipt of this correspondence.

Request for Confirmation of Receipt of Request

Please confirm receipt of this correspondence. We are prepared to provide any additional documentation or information that may be required to process this request.

Thank you for your prompt attention to this matter. I look forward to your response and to working with your office to resolve this assessment discrepancy.

Sincerely,

THE BROCK LAW GROUP, P.C.

Christopher Brock

Christopher Brock
5701 Mableton Pkwy S.W.
Suite 101
Mableton, GA 30126
770-726-3798

cc: Flora Ivey

EXHIBIT B

thunderbird

REAL ESTATE VALUATION FORM

Full Internal Valuation



8167 Eisenhower Pkwy, Lizella, GA 31052

The subject property is an 8,206 sqft Assisted Living facility that sits on a 4.57 acre-lot. It was last purchased for $500,000 on 6/26/2007. It is currently being actively listed for $1.2m and has been on the market for 916 days as per Costar. The multiple portions of the property have been built over different period spans. The condition of the property appears to be in average condition as per the latest inspection report. The property is zoned as agriculture and county classification for the property is commercial. It is located on the outskirts of a town on the main highway. As per the commercial purchase and sale agreement offer dated 06/18/2024, the borrower has signed a purchase and sale agreement to acquire the property from the current owner Flora Ivey, for $1,200,000 and paid an earnest deposit of $2,500. A construction budget has been provided by the borrower in which he plans to do further construction to the property with a provided estimated budget of $948,538. Owner estimates value to be $1,200,000 which came from his/her opinion of “market sales” in the area.

The typical home value of homes in 31052 is $253,660. This value is seasonally adjusted and only includes the middle price tier of homes. 31052 home values have gone up 5.5% over the past year.

Market Analysis:

Average marketing time in the area is 21 months. We have taken average marketing time as 18 months subjectively, which reflects that in a liquidation event, this property can sell for $550,000 within an 18-month period.

Five comparable listings were utilized in developing the sales approach. All comps have been determined to be similar in terms of location, size, and market appeal. Standard adjustments for differences in location, condition, site size, construction type etc were applied. We have five comps within a 64.68 miles radius for assisted living properties and four comps within a 3.03 miles radius for land comparables which are located in adjacent sub-markets. All comps are adjusted upon building size, acreage, parking ratio, frontage etc. Location adjustments are aligned more towards demographics and closeness to major cities, and less towards traffic count. We have weighed all comps excluding comp 3 & 5 as they could have primarily single-family residential uses despite being currently being used as assisted living facilities. We have made land adjustments by taking 25% contributory value of the picked $/acre which comes out to be $1,750. This is taken in such a way since the contributory value of land is very minimal.

We have reconciled to an “as is” value of $605,000 placing all weight on the Sales Approach.

Property Detail Report

8167 Eisenhower Pkwy, Lizella, GA 31052-3219

APN: F009-0022 01

Bibb County Data as of: 09/12/2024

Owner Information

Owner Name:	Ivey Flora Mae		
Vesting:			
Mailing Address:	8167 Eisenhower Pkwy, Lizella, GA 31052-3219	Occupancy:	Owner Occupied

Location Information

Legal Description:	Virgil Duncan Est			County:	Bibb, GA
APN:	F009-0022 01	Alternate APN:	12074	Census Tract / Block:	013606 / 1012
Munic / Twnshp:	Unincorporated Area	Twnshp-Rng-Sec:		Legal Lot / Block:	171 /
Subdivision:	Virgil Duncan Estate	Tract #:		Legal Book / Page:	
Neighborhood:		School District:	Bibb County School District		
Elementary School:	Skyview Elementary...	Middle School:	Rutland Middle Sch...	High School:	Rutland High Schoo...
Latitude:	32.80782	Longitude:	-83.81849		

Last Transfer / Conveyance - Current Owner

Transfer / Rec Date:		Price:		Transfer Doc #:	
Buyer Name:		Seller Name:		Deed Type:	

Last Market Sale

Sale / Rec Date:		Sale Price / Type:		Deed Type:	
Multi / Split Sale:		Price / Sq. Ft.:		New Construction:	
1st Mtg Amt / Type:		1st Mtg Rate / Type:		1st Mtg Doc #:	N/A
2nd Mtg Amt / Type:		2nd Mtg Rate / Type:		Sale Doc #:	N/A
Seller Name:					
Lender:				Title Company:	

Prior Sale Information

Sale / Rec Date:		Sale Price / Type:		Prior Deed Type:	
1st Mtg Amt / Type:		1st Mtg Rate / Type:		Prior Sale Doc #:	N/A
Prior Lender:					

Property Characteristics

Gross Living Area:	8,206 Sq. Ft.	Total Rooms:	0	Year Built / Eff:	1870 / 1950
Living Area:	8,206 Sq. Ft.	Bedrooms:		Stories:	1
Total Adj. Area:		Baths (F / H):		Parking Type:	Attached Brick
Above Grade:		Pool:		Garage #:	
Basement Area:		Fireplace:		Garage Area:	478 Sq. Ft.
Style:		Cooling:		Porch Type:	Open Porch
Foundation:		Heating:		Patio Type:	Wood Deck
Quality:		Exterior Wall:	Aluminum/Vinyl	Roof Type:	
Condition:		Construction Type:	Frame	Roof Material:	

Site Information

Land Use:	Nursing Home	Lot Area:	199,069 Sq. Ft.	Zoning:	A
State Use:		Lot Width / Depth:		# of Buildings:	4
County Use:	G121 - Hospitals-Nursing Home-Av	Usable Lot:		Res / Comm Units:	
Site Influence:		Acres:	4.57	Water / Sewer Type:	
Flood Zone Code:	X	Flood Map #:	13021C0115G	Flood Map Date:	06/07/2017
Community Name:	Macon-Bibb County	Flood Panel #:	0115G	Inside SFHA:	False

Tax Information

Assessed Year:	2023	Assessed Value:	$441,263	Market Total Value:	$1,103,157
Tax Year:	2023	Land Value:	$126,761	Market Land Value:	$316,902
Tax Area:	11	Improvement Value:	$314,502	Market Imprv Value:	$786,255
Property Tax:	$13,070.65	Improved %:	71.27%	Market Imprv %:	71.27%
Exemption:		Delinquent Year:			

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County Records

Summary

Parcel Number	F009-0022
Location Address	8167 EISENHOWER PKWY
Legal Description	VIRGIL DUNCAN EST (Note: Not to be used on legal documents)
Class	C4-Commercial (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	A
Tax District	MACON-BIBB (District 11)
Millage Rate	33
Acres	4.57
Neighborhood	Comm-Heathcare/Medical (GM0009)
Homestead Exemption	No (S0)
Landlot/District	171, / 3

View Map



FORWARD TOGETHER 1823 · 2014 · 1822

Bibb County, GA
688 Walnut Street Ste 200
Macon, GA 31201
Macon-Bibb County Home

Chief Appraiser
Andrea Crutchfield
(478)-200-5550

Board Chair
Jean Hagood

Residential Property Manager
Kema Bishop

Deputy Chief Appraiser
Jody Claborn

Deeds/Ownership
Jennifer Mitchell

Announcements

Search Personal Property Record Cards HERE

How to use the Beacon site – view Demo Videos

Owner

IVEY FLORA MAE
8167 EISENHOWER PKWY
LIZELLA, GA 31052-3219

Land

Columns

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Thomaston Eisenhower	Acres	199,069	0	0	4.57	0

Commercial Improvement Information

Description	Hospitals-Nursing Home-AV
Value	$88,078
Actual Year Built	1870
Effective Year Built	1950
Square Feet	2224
Wall Height	13
Wall Frames	
Exterior Wall	
Roof Cover	

Commercial Improvement Information

Description	Hospitals-Nursing Home-AV
Value	$88,078
Actual Year Built	1870
Effective Year Built	1950
Square Feet	2224
Wall Height	13
Wall Frames	
Exterior Wall	
Roof Cover	
Interior Walls	
Floor Construction	
Floor Finish	
Ceiling Finish	
Lighting	
Heating	
Number of Buildings	1

Description	Hospitals-Nursing Home-AV
Value	$591,263
Actual Year Built	1997
Effective Year Built	
Square Feet	5282
Wall Height	13
Wall Frames	
Exterior Wall	
Roof Cover	
Interior Walls	
Floor Construction	
Floor Finish	
Ceiling Finish	
Lighting	
Heating	
Number of Buildings	1

Description	Hospitals-Nursing Home-AV
Value	$99,937
Actual Year Built	1999
Effective Year Built	
Square Feet	700
Wall Height	10
Wall Frames	
Exterior Wall	
Roof Cover	
Interior Walls	
Floor Construction	
Floor Finish	
Ceiling Finish	
Lighting	
Heating	
Number of Buildings	1

Accessory Information

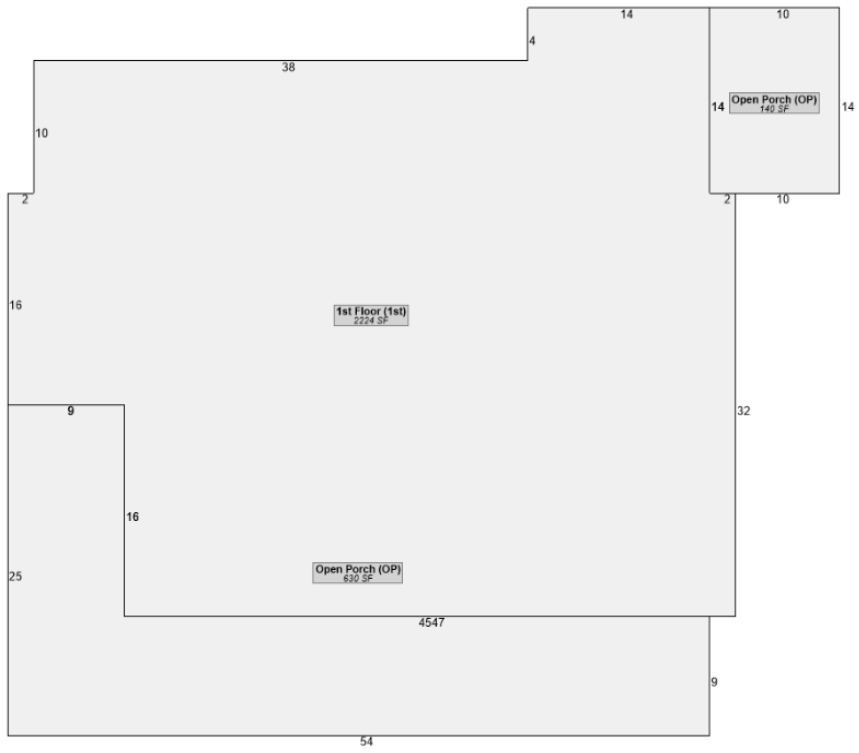
Columns

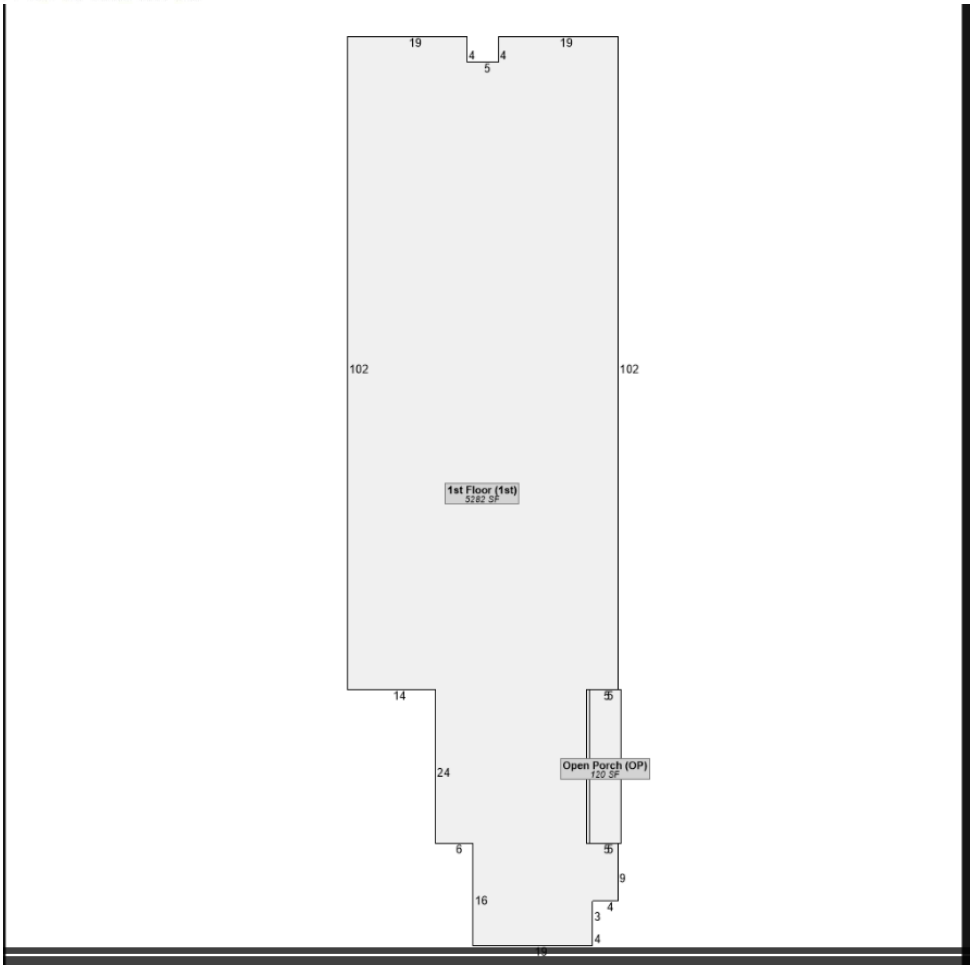
Description	Year Built	Dimensions/Units	Identical Units	Value
Comm. Paving-Asphalt	1998	0x0 / 3000	0	$3,540
Storage Building	1970	20x28 / 0	0	$3,437

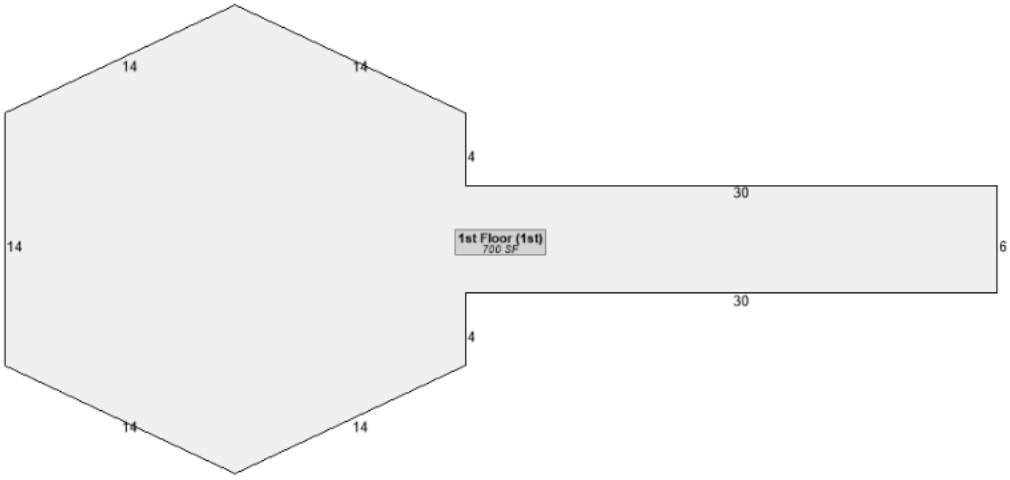
Sales

Columns

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
6/26/2007	0754500119	63 82	$500,000	Fair Market - Improved	BRANCH BANKING AND TRUST COMPANY	IVEY FLORA MAE
9/5/2006	0720600175		$450,270	Un-qualified		




19
4
4
19
5
102
102
1st Floor (1st)
5282 SF
14
5
5
Open Porch (OP)
120 SF
24
6
5
5
9
16
4
3
4
19


14
14
4
30
14
1st Floor (1st)
700 SF
6
30
4
14
14

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AuthentiSign ID: 79BB674E-A934-EF11-86D4-000D3A8B7EDD

COMMERCIAL PURCHASE AND SALE AGREEMENT

eXp REALTY

Georgia REALTORS

Offer Date: 6/18/2024

2023 Printing

A. KEY TERMS AND CONDITIONS

1. **Purchase and Sale.** The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.
   a. **Property Identification:** Address: 8167 Eisenhower Parkway
   City Lizella, County Bibb, Georgia, Zip Code 31052
   MLS Number: 0000000000 Tax Parcel I.D. Number:
   b. **Legal Description:** The legal description of the Property is attached as Exhibit A hereto.

2. **Purchase Price of Property to be Paid by Buyer.** $ 1200000

3. **Closing Costs.** **Seller's Contribution at Closing:** $ 0

4. **Closing and Possession Date.** See Special Stipulations

5. **Closing Law Firm.** Martin Snow LLP Attorneys at Law
   Phone Number: 478-749-1747

6. **Holder of Earnest Money/Escrow Agent.** Martin Snow LLP Attorneys at Law

7. **Earnest Money.**
   a. Earnest Money shall be paid by ☐ check ☐ cash or ☒ wire transfer of immediately available funds as follows:
   ☐ i. $ as of the Offer Date.
   ☒ ii. $ 2500 within 21 days from the Binding Agreement Date.
   ☐ iii.
   b. Disputes regarding Earnest Money shall be resolved by a reasonable interpretation by ☒ Holder OR ☐ arbitration.

8. **Due Diligence Period.** Property is being sold subject to a Due Diligence Period of 30 days from the Binding Agreement Date. Seller shall deliver Due Diligence Materials to Buyer within 5 days from Binding Agreement Date.

9. **Title Examination.** Buyer shall have 45 days from the Binding Agreement Date in which to furnish written title objections to Seller ("Title Examination Period").

10. **Existing Brokerage Commissions or Management Obligations.** If there are any brokerage commissions or management obligations due in connection with any leases or other agreements pertaining to the Property, then ☒ the existing brokerage commissions or management obligations will be paid by Seller at Closing, OR ☐ Buyer will assume existing lease commissions and/or management obligations.

11. **Assignment.** Buyer ☒ may **OR** ☐ may not assign this Agreement in accordance with the terms of this Agreement.

12. **Brokerage Relationships in this Transaction.**
   a. **Buyer's Broker is** NA **and is:**
   (1) ☐ representing Buyer as a client.
   (2) ☐ working with Buyer as a customer.
   (3) ☐ acting as a dual agent representing Buyer and Seller.
   (4) ☐ acting as a designated agent where:
   _____ has been assigned to exclusively represent Buyer.
   b. **Seller's Broker is** EXP Commercial **and is:**
   (1) ☒ representing Seller as a client.
   (2) ☐ working with Seller as a customer.
   (3) ☐ acting as a dual agent representing Buyer and Seller.
   (4) ☐ acting as a designated agent where:
   _____ has been assigned to exclusively represent Seller.
   c. **Material Relationship Disclosure:** The material relationships required to be disclosed by either Broker are as follows:
   None

13. **Time Limit of Offer.** The Offer set forth herein expires at 5 o'clock p.m. on the date 6/14/2024.

Buyer(s) Initials RE Seller(s) Initials

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Estimated Construction Budget by Merchant

ITEMS	BUDGET	SCOPE OF WORK (Be specific in scope, type of materials, manufacturer, etc)
PERMITTING	$5,000.00	
DEMO		
FOUNDATION	$128,000.00	
DRIVEWAYS/WALKS	$50,000.00	This would also include concrete patios if applicable
ROOF	$24,960.00	
SOFFIT/FASCIA	$64,000.00	
FRAMING	$80,000.00	
INSULATION	$20,000.00	
SIDING/GUTTERS	$80,000.00	
WINDOWS	$160,000.00	
DOORS (INTERIOR)	$2,659.20	
DOORS (EXTERIOR)	$10,219.48	
INTERIOR TRIM	$10,500.00	Crown molding?
ELECTRICAL	$24,000.00	Please be detailed in scope re: lighting upgrades, service upgrades, change out of switches/outlets, etc
PLUMBING	$36,000.00	Please be detailed in scope re: fixture change outs, water line/stack line replacements, etc
HVAC	$48,000.00	Please include the brand of equipment and sizing for all new systems being installed.
DRYWALL	$20,000.00	
CABINETRY	$30,000.00	Include vanities in this budget if applicable. Also, please indicate cabinet style, color and manufacturer
COUNTERS	$30,000.00	What kind of surface? What color/pattern? What type of bathroom vanity tops if new?
WOOD FLOORING	$0.00	Installed where and type of floor (oak, maple, etc)
CARPET	$0.00	Installed where, color and type of carpet (frieze, standard, etc)
CERAMIC TILE	$0.00	Installed where, color, size
INTERIOR PAINT	$22,000.00	
EXTERIOR PAINT	$0.00	
LANDSCAPING	$10,000.00	
DECKS	$0.00	
TERMITE	$2,000.00	
GARAGES	$0.00	
HARDWARE	$30,000.00	
APPLIANCES	$50,000.00	
FINAL CLEANUP	$1,200.00	
OTHER/MISC	$5,000.00	
TOTALS:	$948,538.68	

BORROWER INFO	
NAME:	
SUBJECT PROPERTY ADDRESS:	8167 Eisenhower Pkwy, Lizella, GA, 31052
EMAIL:	amiaishealthcare@gmail.com
PHONE:	9124126091
CONTRACTOR:	2 contractors are currently being considered for construction.

Income Statement (Source: Costar)

Golden Pond

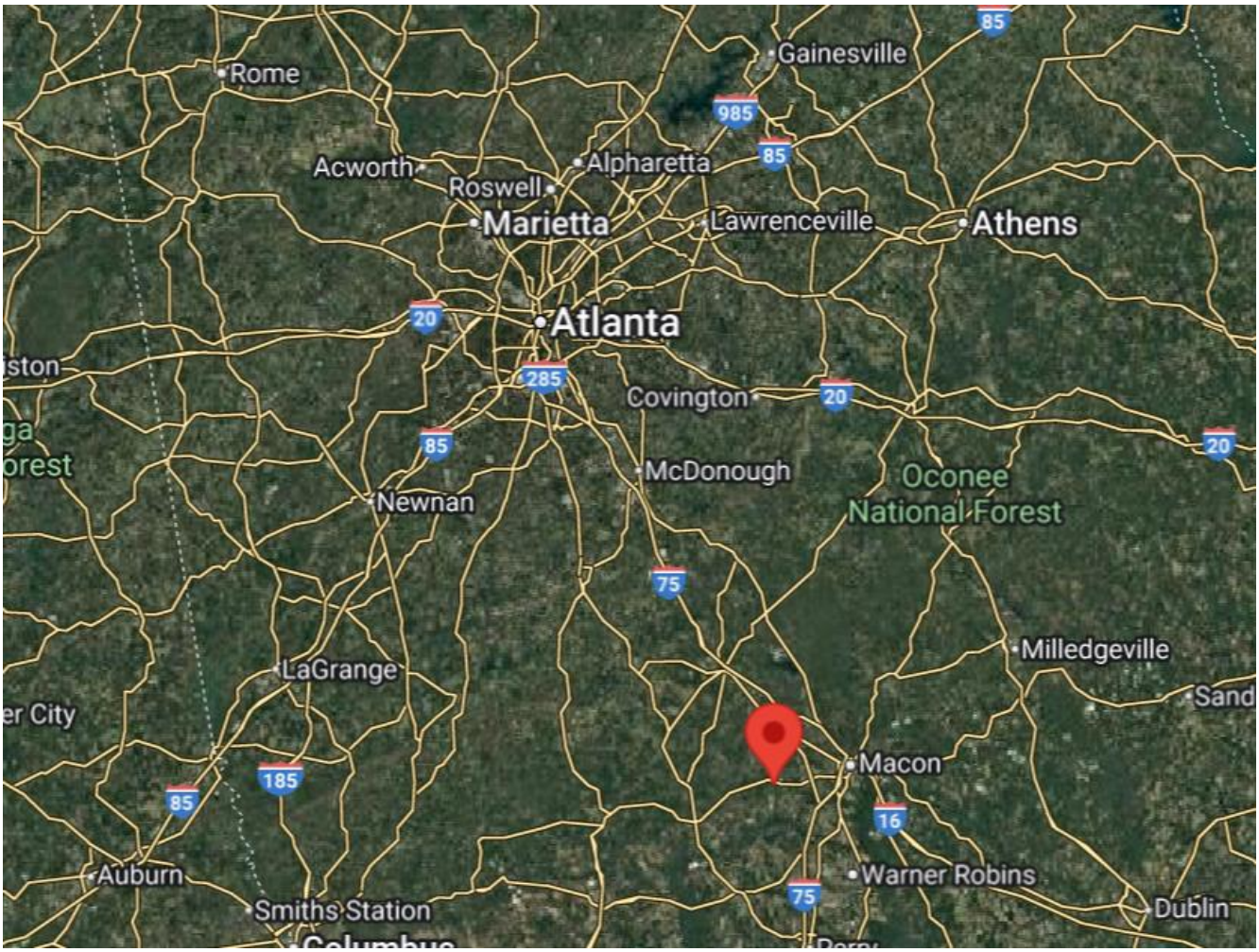
Income Statement

Revenue	2022	2023	
Sales revenue	200,400	607,300	Proforma
(Less sales returns and allowances)			
Service revenue			
Interest revenue			
Other revenue			
Total Revenues	**200,400**	**607,300**	
Expenses			
Power	8,004	8,004	
Gas Scana	3,600	3,600	
Commissions			
Telephone	816	816	
Internet	576	576	
Employee benefits			
Furniture and equipment			
Insurance GI and Workers Comp	8,247	8,247	
Interest expense	36,864	36,864	
Maintenance and repairs			
Office supplies			
Property Taxes	7,917	7,917	
Rent			
Research and development			
Salaries and wages		150,000	3 employees
Software			
Travel			
Utilities			
Web hosting and domains			
Other			
Total Expenses	**66,024**	**216,024**	
Net Income Before Taxes	134,376	391,276	
Income tax expense	14,936	9,920	
Income from Continuing Operations	**119,440**	**381,356**	
Below-the-Line Items			
Income from discontinued operations			
Effect of accounting changes			
Extraordinary items			
Net Income	**119,440**	**381,356**	

Notes: The center is approved for 22 patients. The waiver by state is $2300 month per patient
private pay market is $2500 per patient

Debt service is annually based on owners current mortgage payment

Subject Location Map





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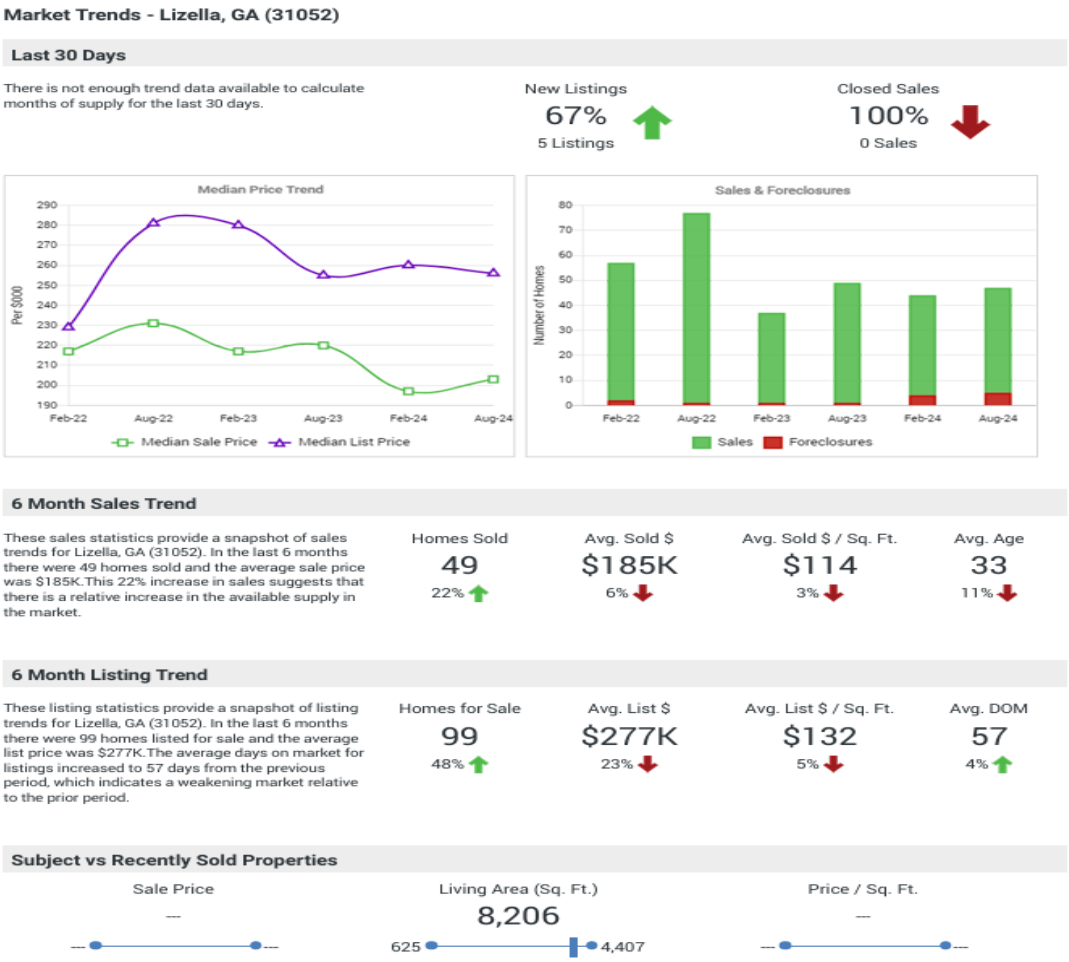
Market Trends



Demographics

31052 Zip Code (GA) Detailed Profile

Estimated zip code population in 2022: 9,120
Zip code population in 2010: 8,652
Zip code population in 2000: 6,872

Estimated median house/condo value in 2022: $235,598
31052: $235,598
Georgia: $297,400

Estimated median household income in 2022:
This zip code: $78,098
Georgia: $72,837

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Comparable Sales Data (Assisted Living)

Subject and Comps						
	Subject	ICR Comp 1	ICR Comp 2	ICR Comp 3	ICR Comp 4	ICR Comp 5
Address	8167 Eisenhower Pkwy, Lizella, GA 31052 APN: F009-0022	124 Airport Rd Abbeville, GA 31001 APN: 071 070, 071 069	75 Dutchtown Rd Hampton, GA 30228	3601 Highway 212 SW Conyers, GA 30094	155 Greensboro Rd Eatonton, GA 31024	300 Green St, Fort Valley, GA 31030-3888
Link(s) to Property	https://www.loopnet.com/Listing/8167-Eisenhower-Pky-Lizella-GA/26321440/	https://www.loopnet.com/Listing/124-Airport-Rd-Abbeville-GA/26225515/	https://www.loopnet.com/Listing/75-Dutchtown-Rd-Hampton-GA/4884893/	https://www.zillow.com/homedetails/3601-Highway-212-SW-Conyers-GA-30094/211923041_zpid/	https://commercial.fickling.com/691/155-Greensboro-Rd-Eatonton-GA.html https://ahprd1cdn.cs	300 Green St, Fort Valley, GA 31030-3888
County Link	https://qpublic.schneidercorp.com/Application.aspx?AppID=702&LayerID=11410&PageTypeID=4&P	https://qpublic.schneidercorp.com/Application.aspx?AppID=939&	https://qpublic.schneidercorp.com/Application.aspx?AppID=1035	https://qpublic.schneidercorp.com/Application.aspx?AppID=	https://qpublic.schneidercorp.com/Application.aspx?AppID=761	https://qpublic.schneidercorp.com/Application.aspx?AppID=783
Sale Price (SP)	$ 500,000	$650,000	$1,400,000	$730,000	$695,000	$425,000
List Price	$ 1,200,000	N/A	N/A	N/A	$695,000	N/A
Sale Date	6/26/2007	1/19/2024	10/4/2022	5/14/2021	3/26/2021	2/8/2022
Property Type (# Units)	(22) (Specialty Property - Assisted Living)	(22) (Specialty Property - Assisted Living)	(22) (Specialty Property - Assisted Living)	(22) (Specialty Property - Assisted Living)	(22) (Specialty Property - Assisted Living)	(22) (Specialty Property - Assisted Living)
No of beds	24	17	44	8	12	N/A
No of Bedrooms	N/A	N/A	8	8	N/A	N/A
No of Baths	N/A	16	7	6.5	9	N/A
Construction Type	Frame-Aluminium/Vinyl	Concrete Block	Steel	Wood	Wood	Wood
Construction/Effective Year	2224 sqft: 1870/1950 5282 sqft: 1997 700 sqft: 1999	2008 / 2010	2010	1984	2012	1921 / 2005
sqft	8,206	8,250	14,992	5,901	8,912	3,091
sqft difference	24	44	6,786	-2,305	706	-5,115
acreage	4.57	29.31	7.06	22.63	3.93	0.27
acreage difference		24.74	2.49	18.06	-0.64	-4.3
acreage difference ($)		$ 43,295	$ 4,358	$ 31,605	$ (1,120)	$ (7,525)
Zoning	A	R-C (Recreation Conservation District)	RA (Residential-Agricultural)	AR (Residential-Agricultural)	C-2	R-2
Distance from Subject (Mi)		64.68 miles	50.99 miles	59.64 miles	45.35 miles	18.23 miles
DOM; Price Cut(s)	On market for 916 Days	N/A	N/A	N/A	904 Days	N/A
Amenities	N/A	Pond	N/A	Pool, Pond, Garage	N/A	N/A
Condition	Average	Average	Good exterior	Good+	Average+ exterior Average+ interior	Average
Notes	On outskirts of an urban town, on main	Incomplete info on county since further access is restricted. On outskirts of a rural	Urban location just outside Atlanta city	Renovated post 2018 as per old county pic and available listing pics	On main rd-rural area	In sub-urban area
SP/Sq. Ft.	$ 61	$ 79	$ 93	$ 124	$ 78	$ 137
Demographics & Other						
Est. Rent/Sq. Ft.	N/A	N/A	N/A	N/A	N/A	N/A
Est. Vacancy Rate	N/A	N/A	N/A	N/A	N/A	N/A
Population (1 Mi)	483	1,993	2,693	1,494 (3 miles)	315	1,834 (0.6 miles)
Median Household Income (1 Mi)	$94,999	$28,472	$95,433	$76,115 (3 miles)	$39,582	$34,597 (0.6 miles)
Median Home Value	$235,598	$87,684	$279,138	$288,450	$228,825	$142,109
Traffic Count	5,876	1,375	4,697	13200 (as per GDOT)	9,690	930 (as per GDOT)
(See Property type factors)						
(See Property type factors)						
Adjustments						
Building size			12.50%	-6.50%	2.00%	-25.00%
Acreage		-6.66%	-0.31%	-4.33%	0.16%	1.77%
Location		8.50%	-5.00%	-6.50%		
Condition		-1.50%	-15.00%	-15.00%	-5.00%	
Construction Type		-3.00%		3.50%	2.50%	2.50%
Construction/Effective Year		-6.50%	-5.00%		-6.50%	-3.50%
Amenities		-3.50%		-6.00%		
Zoning					-5.00%	
No of beds		3.50%	-7.50%	10.00%	8.50%	
Total Adjustment Made		-9%	-20%	-25%	-3%	-24%
Value Calculations						
Adjusted SP/Sq. Ft.		$ 72	$ 74	$ 93	$ 75	$ 104
Average SP/Sq. Ft.	$ 84					
Average SP/Sq. Ft. excluding Comp 3 and 5 as they could have primarily single family residential uses	$ 74					
Adjusted Value	$ 605,513					
Estimated IVD Market Value Based on Selected Comps	$ 605,000					
Estimated IVD Minimum Value Based on Selected Comps						

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Sales Location Map (Assisted Living)



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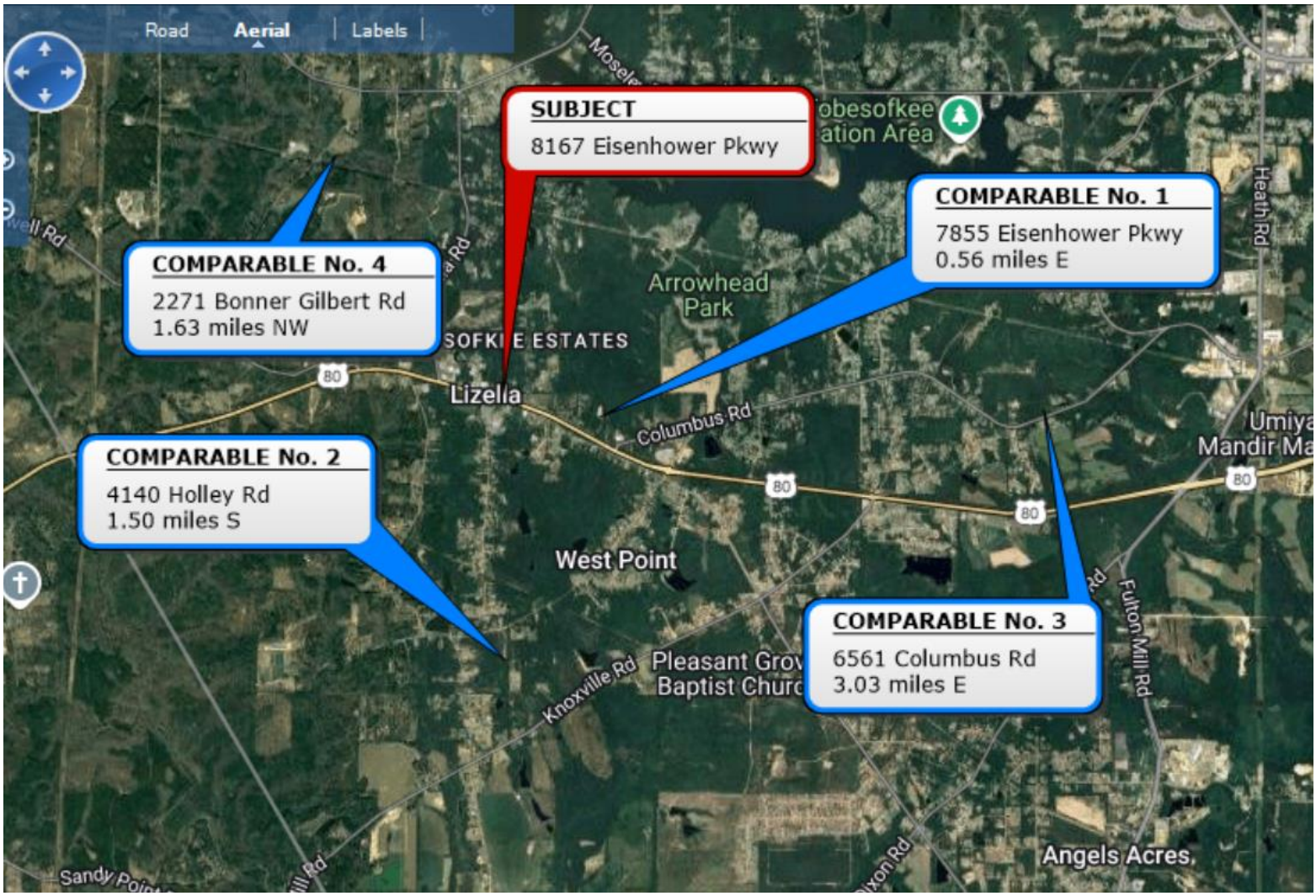
Comparable Sales Data (Land)

Subject and Comps					
	Subject	ICR Comp 1	ICR Comp 2	ICR Comp 3	ICR Comp 4
Address	8167 Eisenhower Pkwy, Lizella, GA 31052 APN: F009-0022	7855 Eisenhower Pkwy, Lizella, GA 31052	4140 Holley Rd, Lizella, GA 31052	6561 Columbus Rd, Lizella, GA 31052	2271 Bonner Gilbert Rd, Macon, GA 31220
Link(s) to Property	https://www.loopnet.com/Listing/8167-Eisenhower-Pky-Lizella-GA/26321440/	https://www.zillow.com/homedetails/7855-Eisenhower-Pkwy-Lizella-GA-31052/304235507_zpid/	https://www.zillow.com/homedetails/4140-Holley-Rd-Lizella-GA-31052/304235513_zpid/	https://www.zillow.com/homedetails/6561-Columbus-Rd-Lizella-GA-31052/210174773_zpid/	https://www.zillow.com/homedetails/2271-Bonner-Gilbert-Rd-Macon-GA-31220/210167498_zpid/
County Link	https://qpublic.schneidercorp.com/Application.aspx?AppID=702&LayerID=11410&PageTypeID=4&P	https://qpublic.schneidercorp.com/Application.aspx?AppID=702&	https://qpublic.schneidercorp.com/Application.aspx?AppID=702	https://qpublic.schneidercorp.com/Application.aspx?AppID=	https://qpublic.schneidercorp.com/Application.aspx?AppID=702
Sale Price (SP)	$ 500,000	$57,000	$80,000	$43,000	$20,000
List Price	$ 1,500,000	N/A	N/A	$50,000	N/A
Sale Date	6/26/2007	12/3/2021	12/28/2022	8/2/2023	1/31/2022
Property Type (# Units)	(22) (Specialty Property - Assisted Living)	Vacant Land	Vacant Land	Vacant Land	Vacant Land
Frontage	200 ft	380 ft	362 ft	572 ft	265 ft
Shape	Little irregular	Regular	Regular	Regular	Irregular
Zoning	A	A	A	A	A
Clas (as per county)	C4-Commercial	A4-Agricultural	A4-Agricultural	R4-Residential	R4-Residential
Connection to Utilities	All utilities available	Utilities for property: Electricity Available, See Remarks, Water Available	Electric utility on property: Yes Sewer information: Septic Tank Water information:	Utilities & green energy Sewer: None Water: Public Utilities for	N/A
Site Size (Ac)	4.57	9.33	13.02	6.23	2.41
Distance from Subject (Mi)	[redacted]	0.56 miles	1.50 miles	3.03 miles	1.63 miles
DOM; Price Cut(s)					
Amenities					
Condition	Average				
Notes	On outskirts of an urban town, on main	On same road as subject	On inferior inner location	Interior but close to highway, better than comp 2	Interior similar to comp 2
$/acre	#VALUE!	$ 6,109	$ 6,144	$ 6,902	$ 8,299
Demographics & Other					
Est. Rent/Sq. Ft.	N/A				
Est. Vacancy Rate	N/A				
Population (1 Mi)	483				
Median Household Income (1 Mi)	$94,999				
Median Home Value					
Traffic Count	5,876				
(See Property type factors)					
(See Property type factors)					
Adjustments					
Building size	[redacted]				
Economies of scale- acreage		2.50%	5.00%	1.50%	-5.00%
Location			3.50%	1.50%	3.00%
Market change					
Condition					
Frontage					
Shape					
(See Property type factors)					
Total Adjustment Made		3%	9%	3%	-2%
Value Calculations					
Adjusted ($/acre)	[redacted]	$ 6,262	$ 6,667	$ 7,109	$ 8,133
Average ($/acre)	$ 7,043				
Picked Average ($/acre)	$ 7,000				
Estimated IVD Acreage Difference Market Value Based on Selected Comps-25% contributory value of picked average $/acre	$ 1,750				
Estimated IVD Minimum Value Based on Selected Comps					

thunderbird

Sales Location Map (Land)



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CS Calculator

Borrower Name:	Amiais Healthcare LLC	Confidence Score Calculated
Property Address:	8167 Eisenhower Pkwy, Lizella, GA 31052	4
Date:	1/10/2024	

APPRAISAL CONFIDENCE SCORE			
Location of Comps	**Assigned Weight**	**15%**	**Selection**
Within 1 Mile	5		3
Same Submarket	4		
Adjacent Submarkets	3		
Same State	2		
Different States	1		
Time of Sale	**Assigned Weight**	**10%**	**Selection**
Most Comps within 6 months	5		2
Most Comps within 1 year	4		
Most Comps Within 2 year	3		
Most Comps More the 3 years	2		
Most Comps more than 5 year	1		
Property Type	**Assigned Weight**	**15%**	**Selection**
All comps Same Type	5		5
Most of the Comps the Same Type	4		
1 Comp Same Type	3		
Comps Disimilar	1		
Condition, Appeal & Utility	**Assigned Weight**	**15%**	**Selection**
All comps Same	5		4
Most of the Comps the Same	4		
1 Comp Same	3		
Comps Disimilar	1		
Adjustments	**Assigned Weight**	**15%**	**Selection**
Average Adjustments ≤ 10%	5		3
Average Adjustments ≤ 15%	4		
Average Adjustments ≤ 20%	3		
Average Adjustments ≤ 25%	4		
Average Adjustments > 25%	1		
Gross Sales Price Distribution	**Assigned Weight**	**15%**	**Selection**
Subject Lower than All Comps	5		5
Subject below Average of All Comps	4		
Subject _BetweenHighest & Next Highes	3		
Subject Higher than All Comps < 10%	2		
Subject Higher than All Comps > 10%	1		
Adjusted Sales Price Distribution	**Assigned Weight**	**15%**	**Selection**
Subject Lower than All Comps	5		4
Subject below Average of All Comps	4		
Subject _BetweenHighest & Next Highes	3		
Subject Higher than All Comps < 10%	2		
Subject Higher than All Comps > 10%	1		
		100%	

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Inspection Photos



Address verification



Signage



S Lizella Rd & Eisenhower Pkwy


S Lizella Rd & Eisenhower Pkwy


S Lizella Rd & Eisenhower Pkwy


Eisenhower Pkwy



Eisenhower Pkwy & Columbus Rd



Eisenhower Pkwy & Columbus Rd



Columbus Rd & Eisenhower Pkwy



Columbus Rd & Eisenhower Pkwy



Street scene - Eisenhower Pkwy to the left



Street scene - Eisenhower Pkwy to the right



Driveway - Eisenhower Pkwy



Across the street



Front angle view



Front view



Front side



Front side


Front side


Front side


To the left


Left view


Left side


Left side


Left side


Left side


To the rear


Rear angle view


Back view


Back side



Back side



Back side



Roof



Roof



Roof



Roof


HVAC system


HVAC system


HVAC system


To the right


Right view


Right side



Right side



Right side



Building Front view



Building 1 right view



Building 1 back view



Building 1 left side



Building 2 front view



Building 2 right side



Building 2 back view



Building 2 left view



Landscaping



Landscaping



Landscaping



Parking area



Parking area



Parking area



Sprinkler system



Sprinkler system


Sprinkler system


Mech Room - water heaters


Mech. Room - heating system


Mech.Room- electrical system


Building 1 storage


Building 1 storage



Building 2 - Boiler room, not in use



Hallway



Lobby



Hair salon



Handicapped accessible restroom



Office



Vacant resident room



Restroom in vacant room



Vacant resident room



2nd office



Alarm system



Hallway



Fun/game room



Kitchen



Kitchen



Dining room



Sitting room



2nd dining room


2nd dining room


Living room


Living room


Resident restroom


Resident room


Resident sitting room

.



Attic storage



Stairway to attic



Stairway to attic



Stairway to attic



Resident room



Electrical panel



Resident restroom



Electrical system

Links to sales comps

Subject (Assisted Living):

https://www.loopnet.com/Listing/8167-Eisenhower-Pky-Lizella-GA/26321440/

Comp #1:

https://www.loopnet.com/Listing/124-Airport-Rd-Abbeville-GA/26225515/

Comp #2:

https://www.loopnet.com/Listing/75-Dutchtown-Rd-Hampton-GA/4884893/

Comp #3:

https://www.zillow.com/homedetails/3601-Highway-212-SW-Conyers-GA-30094/211923041_zpid/

Comp #4:

https://commercial.fickling.com/691/155-Greensboro-Rd-Eatonton-GA.html

https://ahprd1cdn.csgpimgs.com/d2/OfNoRhquuCXrzQEgSpDC3N7CYvnWYwfxNiu6ibRRXiM/Marketing%20Brochure%5CFlyer%20-%20155%20Greensboro%20Rd.pdf

Comp #5:

https://www.movoto.com/fort-valley-ga/300-green-st-fort-valley-ga-31030/pid_qy618gv7tnab/

Land:

Comp #1:

https://www.zillow.com/homedetails/7855-Eisenhower-Pkwy-Lizella-GA-31052/304235507_zpid/

Comp #2:

https://www.zillow.com/homedetails/4140-Holley-Rd-Lizella-GA-31052/304235513_zpid/

Comp #3:

https://www.zillow.com/homedetails/6561-Columbus-Rd-Lizella-GA-31052/210174773_zpid/

Comp #4:

https://www.zillow.com/homedetails/2271-Bonner-Gilbert-Rd-Macon-GA-31220/210167498_zpid/

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Please Note:

The sales data utilized in this report has been developed through market research. We have analyzed the available market data and as is typical appraisal practice filtered out the low-end sales that appear to be non-arm's length transactions. We have also filtered out sales that are on the extreme high end of sales that also appear to be non-arm's length transactions.

We have selected sales comparables from the median band of sales which reflect the most typical sales prices in the subject area and/or surrounding areas, for properties similar to the subject property given typical marketing time. We have selected the nearest, most recent and similar properties available from market data that we have collected from various sources. These data sources include, but are not limited to: Datatree, Property Shark, Costar, RIES, Zillow, Redfin, Trulia, Public Record, MLS, and other online data sources.

We have adjusted the subject for any superior or inferior features such as, but not limited to, location, size, condition and amenities. We have considered all prior valuations provided to us and any noted improvements, upgrades and changes to the subject property reported to us by the owner and our inspector/agents.

The final value may vary from the owners estimate and is based on the best facts and market data available. Our final opinion of value reflects the most probable price the subject would sell for on the open market given typical marketing time.

Notice:

This valuation is not USPAP compliant. We have valued this property as employees of WBL and it is intended for internal use by WBL only. No other uses are permitted, expressed or implied.

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Valuation Invoice

	Borrower Name	Amiais Healthcare LLC		
	Date	10/7/2024	**Loan #**	55576
	Product Type	**Base**		
	Property Address			
1	8167 Eisenhower Pkwy, Lizella, GA 31052			
2				
3				
4				
5				

Property Type	**# Units**	**Fee**	**Cost**
Commercial	1	$2,700.00	**$0.00**
Residential	0	$575.00	**$0.00**
Other			**$0.00**

Total Cost					**$0.00**

EXHIBIT C

Bibb County, GA

2025 Assessment Notice

2025 Assessment Notice (PDF)

Summary

Parcel Number	F009-0022
Location Address	8167 EISENHOWER PKWY
Legal Description	VIRGIL DUNCAN EST (Note: Not to be used on legal documents)
Class	C4-Commercial (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	A
Tax District	MACON-BIBB (District 11)
Millage Rate	33
Acres	4.57
Neighborhood	Comm-Heathcare/Medical (GM0009)
Homestead Exemption	No (S0)
Landlot/District	171, / 3

View Map



Owner

IVEY FLORA MAE
8167 EISENHOWER PKWY
LIZELLA, GA 31052-3219

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Thomaston Eisenhower	Acres	199,069	0	0	4.57	0

Commercial Improvement Information

Description	Mult Res Senior Citizen-AV
Value	$168,158
Actual Year Built	1870
Effective Year Built	1995
Square Feet	2224
Wall Height	13
Wall Frames	
Exterior Wall	
Roof Cover	
Interior Walls	
Floor Construction	
Floor Finish	
Ceiling Finish	
Lighting	
Heating	
Number of Buildings	1

Description	Mult Res Senior Citizen-AV
Value	$252,371
Actual Year Built	1997
Effective Year Built	
Square Feet	5282
Wall Height	13
Wall Frames	
Exterior Wall	
Roof Cover	
Interior Walls	
Floor Construction	
Floor Finish	
Ceiling Finish	
Lighting	
Heating	
Number of Buildings	1

Description	Mult Res Senior Citizen-AV
Value	$44,157
Actual Year Built	1999
Effective Year Built	
Square Feet	700
Wall Height	10
Wall Frames	
Exterior Wall	
Roof Cover	
Interior Walls	
Floor Construction	
Floor Finish	
Ceiling Finish	
Lighting	
Heating	
Number of Buildings	1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Carport: (Detached)	2020	17x20 / 0	1	$3,754
Comm. Paving-Asphalt	1998	0x0 / 3000	0	$3,540
Storage Building	1980	12x12 / 0	1	$605
Storage Building	1970	20x28 / 0	0	$3,437

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
6/26/2007	0754500119	63 82	$500,000	Fair Market - Improved	BRANCH BANKING AND TRUST COMPANY	IVEY FLORA MAE
9/5/2006	0720600175		$450,270	Un-qualified		

Valuation

		2025	2024	2023	2022	2021
	Previous Value	$1,103,157	$1,103,157	$520,881	$520,881	$520,881
	Land Value	$352,113	$316,902	$316,902	$160,407	$160,407
+	Improvement Value	$464,686	$779,278	$779,278	$347,449	$347,449
+	Accessory Value	$11,336	$6,977	$6,977	$13,025	$13,025
=	**Current Value**	**$828,135**	**$1,103,157**	**$1,103,157**	**$520,881**	**$520,881**

Photos





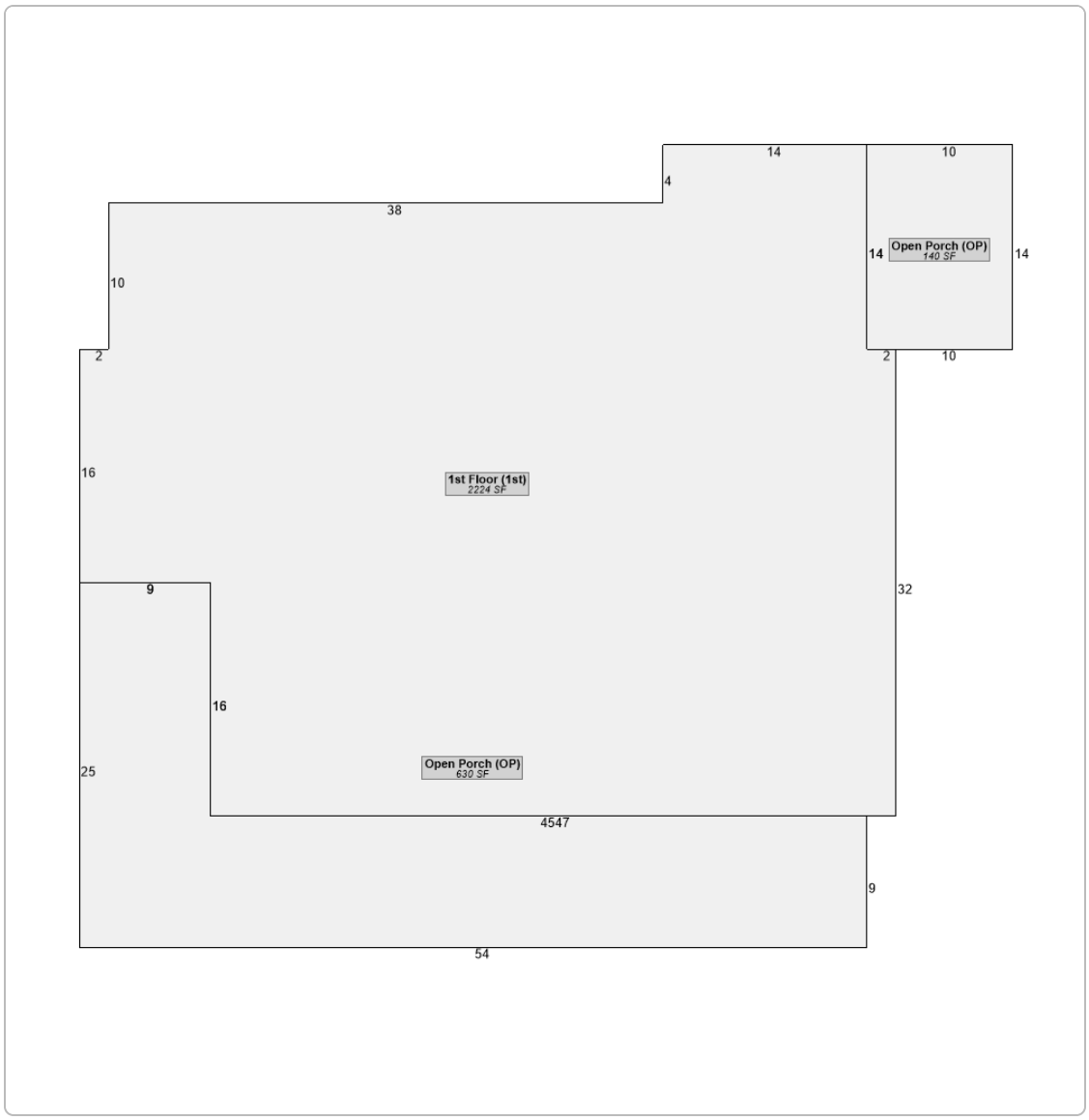

4/1/25, 9:57:25 AM
12074

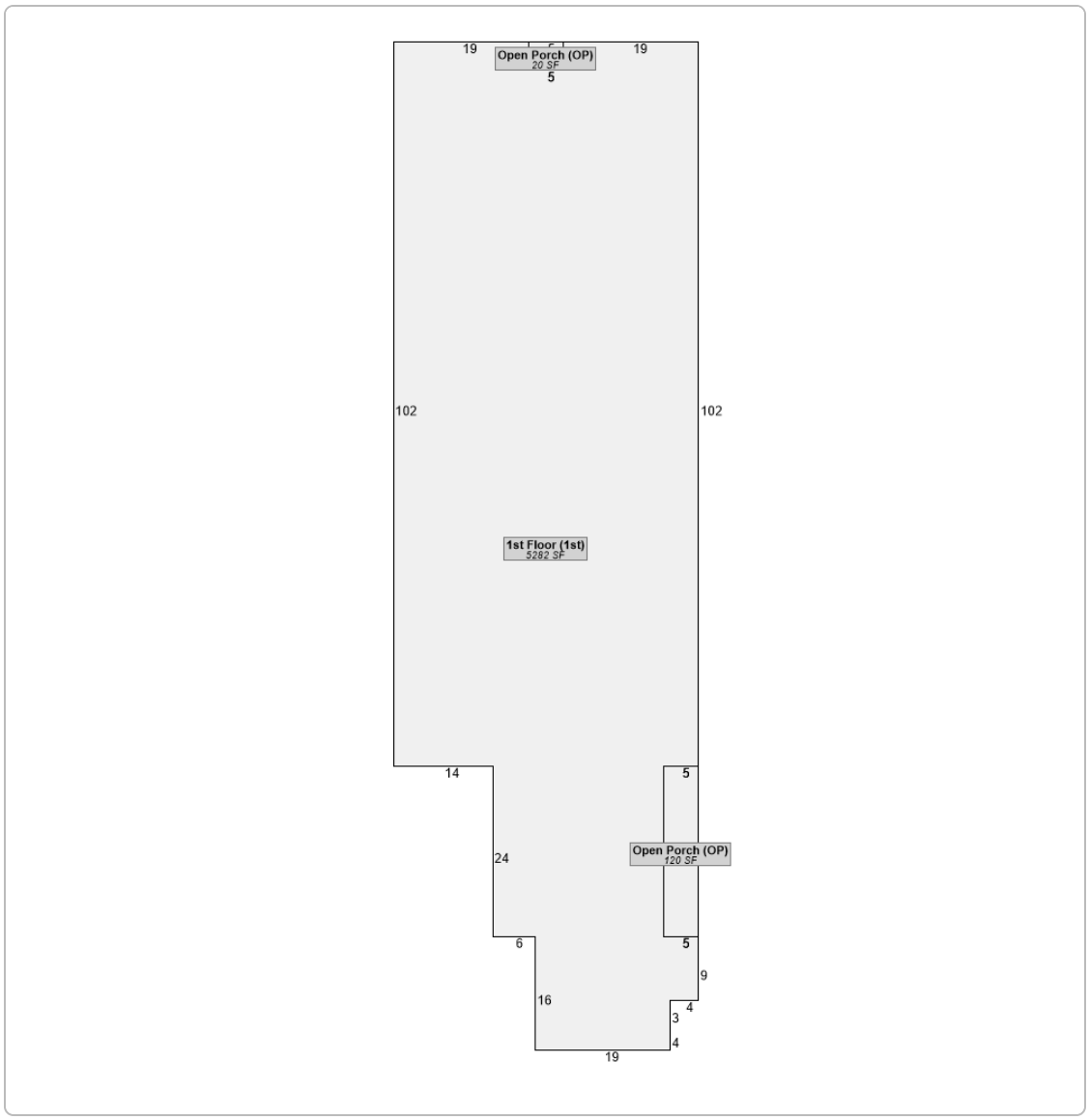

2/28/25, 11:40:23 AM
12074

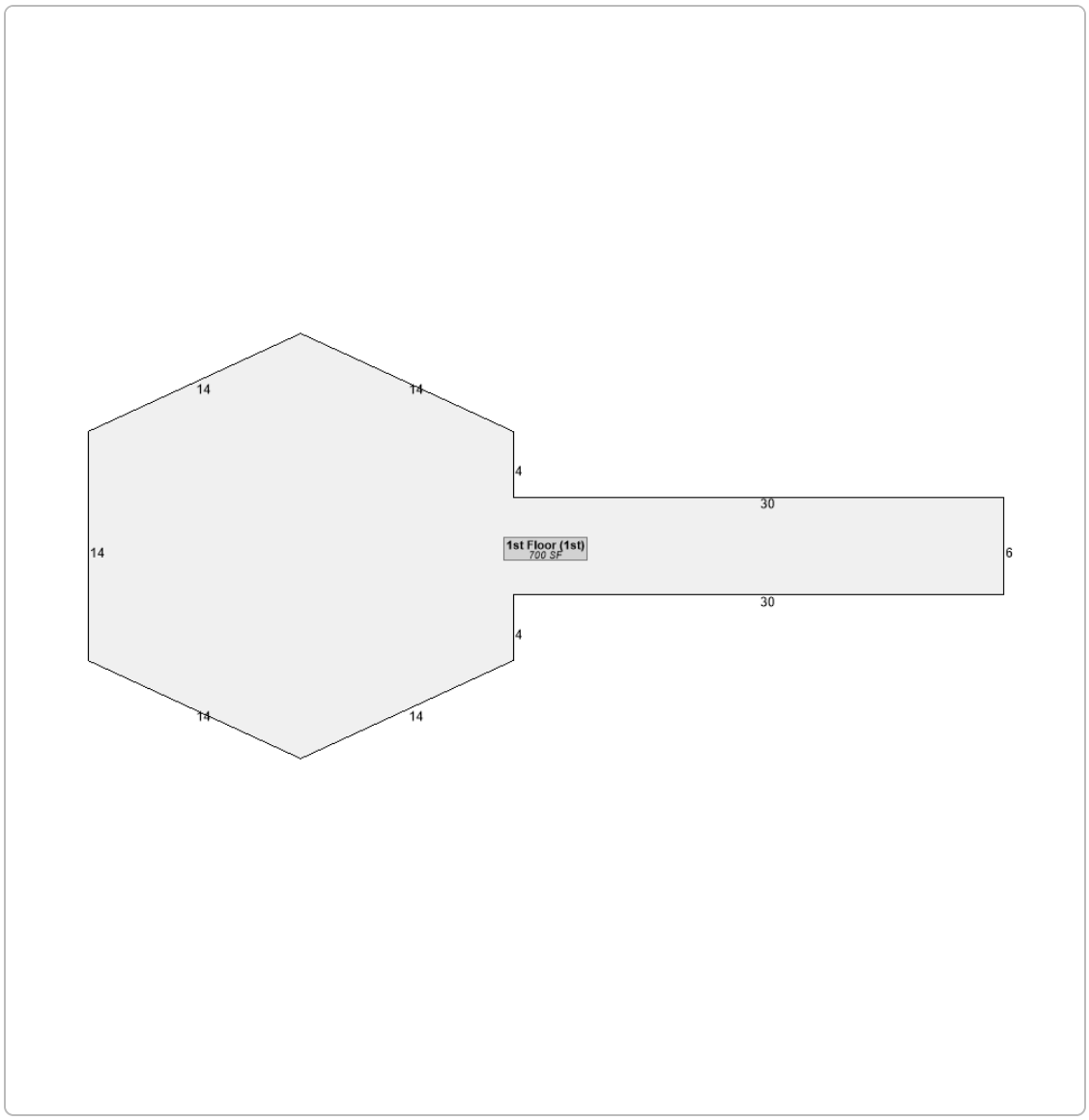

4/1/25, 10:10:24 AM
12074


4/1/25, 10:04:55 AM
12074

Sketches


14
10
4
38
Open Porch (OP)
140 SF
14
14
10
2
2
10
16
1st Floor (1st)
2224 SF
9
32
16
25
Open Porch (OP)
630 SF
4547
9
54


19
Open Porch (OP)
20 SF
19
5
102
102
1st Floor (1st)
5282 SF
14
5
24
Open Porch (OP)
120 SF
6
5
9
16
4
3
4
19



No data available for the following modules: Assessment Notice, Rural Land, Conservation Use Rural Land, Residential Improvement Information, Mobile Homes, Prebill Mobile Homes, Permits, Previous Year Valuation.

The Bibb County Assessor makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 3/11/2026, 6:49:55 AM

Contact Us

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COUNTY ATTORNEY'S OFFICE FINAL RECOMMENDATION ON COMMITTEE OF THE WHOLE'S ALCOHOL LICENSE DENIAL RECOMMENDATION

TO: Macon-Bibb County Commission; Clerk of Commission

FROM: Sara Davis, Assistant County Attorney, Macon-Bibb County

DATE: February 9, 2026

CC: Lanita Hunt, Owner of 478 Lounge LLC dba 478 Lounge

Re: Denial Recommendation of the Alcohol License of 478 Lounge LLC dba 478 Lounge located at 1715 Shurling Drive, Macon, Georgia 31211 or 1701 Shurling Drive, Ste. 1715, Macon, Georgia 31211

Background:

The Macon-Bibb County Commission, sitting as a Committee of the Whole, considered the alcohol beverage license application for 478 Lounge LLC dba 478 Lounge located at 1715 Shurling Drive, Macon, Georgia 31211 ("Business Location") on November 4, 2025. At that meeting, Senior Assistant County Attorney Sara Davis presented the Commission with a written record describing Lanita Hunt's, the owner and agent of the 478 Lounge LLC, significant and material history with respect to her ownership and operation of another alcohol-related business in Macon-Bibb County. Upon reviewing the information provided by Senior Assistant County Attorney Davis, the Macon-Bibb County Commission recommended denial of the license.

Based on the written record relied on by the Commission in their initial vote to recommend denial of the alcohol beverage license for the Business Location, which is attached to this Final Recommendation as Exhibit A, this office issued a letter to Ms. Hunt 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 Ms. Hunt has a significant and material history with respect to a former alcohol-related business in Macon-Bibb County. Specifically, the Commission considered the facts presented in the written record attached to this letter as Exhibit A.*
>
> *Pursuant to Macon-Bibb County Code of Ordinances ("MBC Code") Sec. 4-36, made applicable to alcohol license denials by MBC Code Sec. 4-27(a)(8), Macon-Bibb County may deny an alcohol beverage license if doing so is in the public interesting, consider, among other things, (1) the "applicant's reputation, character, and mental and physical capacity to conduct business," (2) "whether or not the applicant has violated any law or regulation relating to any alcoholic beverage business for which he may have previously held a license or in which he*

may have had an interest," or (3) "any manner in which the applicant conducted the alcoholic beverage business under any prior license…".

Accordingly, the Commission made a recommendation of denial of the requested license pursuant to MBC Code Sec. 4-36(1), (2), and (3).

Ms. Hunt timely requested an administrative hearing on the Committee's recommendation for denial. Municipal Court Judge Crystal Jones presided over a fact-finding hearing on December 15, 2025 to determine the relevant facts for the Commission to consider when the Commission makes its final decision. Judge Jones considered the evidence presented at the hearing and issued a Findings of Fact on February 3, 2026.

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 Judge Jones' Findings of Fact thereon, and based on these materials, give the following opinions:

1. The applicable laws, specifically MBC Sec. 4-36, made applicable to application denials by MBC Sec. 4-27(a)(8), allow for but do not require the Macon-Bibb County Commission to deny an alcohol beverage license if doing so is in the public interest considering, among other things, (1) the "applicant's reputation, character, and mental and physical capacity to conduct business," (2) "whether or not the applicant has violated any law or regulation relating to any alcoholic beverage business for which he may have previously held a license or in which he may have had an interest," (3) "any manner in which the applicant conducted the alcoholic beverage business under any prior license…"

2. In this case, the full Findings of Fact, attached hereto and incorporated herein by reference as Exhibit B, are relevant to the Commission's determination of whether or not to deny Ms. Hunt's application based on whether doing so is in the public interest, as they contain both facts that weigh in favor of and against denying the alcohol license.

3. The Commission should then consider the application of MBC Secs. 4-36(1), (2), and/or (3) to the facts as found by Judge Jones to determine whether those facts warrant the sustaining the recommendation of denial of the alcohol license for the Business Location based on the public interest.

Final Recommendation:

In light of the Special Master's Findings of Fact, there are sufficient grounds for the Commission to deny the alcohol license for 478 Lounge LLC dba 478 Lounge based upon Ms. Hunt's history of conducting an alcohol-related business in violation of County ordinances, pursuant to Macon-Bibb County Code of Ordinances Sec. 4-36.

However, in light of the Findings of Fact, there are also mitigating factors that the Commission can take into consideration in deciding whether to grant or deny Ms. Hunt's license for 478 Lounge, including that: three (3) years had passed between the time of the shooting at Rodeo Bar and Ms. Hunt's application for an alcohol beverage license for 478 Lounge; incidents that the Sheriff reported regarding Rodeo Bar may have actually transpired at the neighboring Rodeo Event Center, which used the same address in its advertising; Ms. Hunt thought that by voluntarily surrendering her license at Rodeo Bar, she would not be subject to a ban from obtaining a future alcohol license; and that Ms. Hunt entered into a five (5) year lease for 478 Lounge.

Accordingly, it is the County Attorney's recommendation that the Commission may either grant or deny the alcohol license based on its determination of what is in the public interest pursuant to Macon-Bibb County Code of Ordinances Sec. 4-36.

EXHIBIT A

When determining whether to grant or deny an alcohol license, Macon-Bibb County Code of Ordinances ("MBC") Sec. 4-36, made applicable to alcohol license denial consideration pursuant to MBC Sec. 4-27(a)(8), allows the Commission to consider (1) an applicant's reputation, character, and mental and physical capacity to conduct business; (2) whether or not applicant has violated any law or regulation relating to any alcoholic beverage business for which he may have previously held a license; and (3) any manner in which the applicant conducted the alcoholic beverage business under any prior license.

Lanita Hunt owns 478 Lounge LLC dba 478 Lounge located at 1715 Shurling Drive. She has applied for, as the applicant and agent of 478 Lounge, a license to sell beer, wine, and liquor for consumption on the premises. Upon submitting her application, she received a temporary alcohol license.

Lanita Hunt has previously held an alcohol license as the owner of Rodeo 24K Bar and Grill, LLC dba Rodeo D.O.M. Bar and Grill located at 4053 Pio Nono Ave.

Sequence of Events – Rodeo 24K Bar and Grill, LLC dba Rodeo D.O.M. Bar and Grill located at 4053 Pio Nono Ave. Owner: Lanita Hunt

February 2, 2021 – The Macon-Bibb County Commission approved an alcohol license for Rodeo 24K Bar and Grill, LLC.

November 2021 – County receives complaints about the operation of the bar.

September 10, 2022 – A fight broke out inside the bar early in the morning. According to the Sheriff's investigation, the people involved in the fight were asked to leave. As they were leaving, around 4 AM, multiple gunshots were fired in the parking lot. One of the bar's security guards was shot and later died from his injuries.

September 10, 2022 – Sherrif sent letter demanding the bar cease business operations until it came into compliance with the applicable camera requirements per MBC Sec. 4-40. At the time, the business only had cameras showing live video, with no storage. The Sheriff's Office discovered the camera was out of compliance with MBC during the investigation of the shooting. See attached letter (Exhibit A).

September 13, 2022 – Sheriff sent a second letter to the bar revoking the bar's alcohol license for 90 days because the conditions at the bar "created a particular and severe risk of injury or death to persons." Specifically, the letter referenced 13 instances of crime at the bar, including three (3) aggravated assaults, one (1) battery, one (1) affray (fighting), five (5) entering autos, two (2) criminal trespasses, and one (1) aggressive driving. Those instances did not include the shooting at the bar that occurred on September 10, 2022 which include six (6) aggravated assaults and one (1) murder. See attached letter (Exhibit B).

September 27, 2022 – Planning and Zoning sent a cease-and-desist letter to the bar for operating outside of allowed hours. See attached letter (Exhibit C).

November 11, 2022 – Mrs. Hunt voluntarily surrendered the alcohol licenses held by Rodeo 24K Bar and Grill, LLC in exchange for avoiding revocation hearings and potential revocation of the licenses. See attached Agreement (Exhibit D).

EXHIBIT A

Office of the Sheriff • Bibb County, Georgia

Sheriff David J. Davis

P.O. Box 930 • Macon, Georgia 31202-0930 • (478) 746-9441
www.bibbsheriff.org

September 10, 2022

Mr. Hubbert Lockett (Owner-Rodeo Bar and Grill)
Ms. Cigi Wilson (Manager-Rodeo Bar and Grill)

Mr. Lockett,

A serious, violent assault took place in the early morning hours of this date at your establishment, Rodeo Bar and Grill. Mr. Jermaine Stewart, a security guard in your employment, was critically wounded by being shot in the head after your establishment was closed for business. During the course of the Sheriff's Office's investigation of this incident, it was learned that your camera system does not record and/or store retrievable data. It can only be viewed showing live footage. Captured and retrievable video data is invaluable in allowing Investigators to view the recorded incident and leading to possibly identifying the suspect(s) who perpetrated this assault on your employee, other employees present, your establishment and the surrounding businesses. By not having a camera system which records and stores retrievable data, you are in violation of the Macon Bibb County Ordinance Section 4-40 of Article II of Chapter 4 (c, d, and e) outlined on page 5.

Under the authority of Sheriff David J. Davis, you are hereby ordered to cease business at Rodeo Bar and Grill located at 4053 Pio Nono Avenue in Macon, Georgia until the camera system comes into compliance and has been inspected by a designee of the Bibb County Sheriff's Office. You will be contacted once this occurs as to whether you may resume business at this location.

I have attached a copy of the ordinance for your keeping.

Maj. Chris Patterson

Major Chris Patterson
Bibb County Sheriff's Office

EXHIBIT B

Office of the Sheriff
Bibb County, Georgia
Serving Macon-Bibb

Sheriff David J. Davis

P.O. Box 930 • Macon, Georgia 31202-0930 • (478) 746-9441
www.bibbsheriff.us

September 13, 2022

To: Ms. Lanita Hunt and Mr. Hubbert Lockett and/or Alcohol Agent for the Rodeo Bar and Grill

From: Sheriff David J. Davis

Re: Alcohol License

Dear Ms. Lanita Hunt and Mr. Hubbert Lockett,

On Saturday evening September 10, 2022, you were served with a letter ordering you to cease all business due to your security camera being out of compliance with Macon Bibb County Ordinances governing security cameras. It was learned during the investigation of an aggravated assault that occurred on Jermaine Stewart (a security guard under your employment) where he was shot in the head that your camera system was not capable of recording and storing retrievable data.

On Sunday September 11, 2022, Mr. Stewart passed away due to his injury.
The Bibb County Sheriff's Office has conducted a review of incidents reported at 4053 Pio Nono Avenue, Macon, Georgia (Rodeo Bar and Grill) since January of this year. Our records to date show there has been at least thirteen (13) incidents at the Rodeo Bar and Grill; three (3) Aggravated Assault, one (1) Battery, one (1) Affray (Fighting), five (5) Entering Automobile, two (2) Criminal Trespass and One (1) Aggressive Driving. These listed above do not include the incident from Saturday September 10, 2022, which are six (6) Aggravated Assault and one (1) Murder.

As Sheriff of Bibb County, I began the review of the alcohol licenses issued under the Macon-Bibb County Code of Ordinances for the purpose of considering whether to take any Adverse Action against your business.

This review is based on the following:

1. Sec. 4-402(c)(1) - The performance of any act prohibited by this Chapter or the failure to perform any act required by this Chapter as well as the violation of any law, state or federal, relating to the business of the licensee. If such act, omission or violation is done by an agent, servant, employee, or officer of the licensee, the lack of knowledge on the part of the licensee or the lack of authorization for such act or omission or violation shall be no defense. This is relating to the failure to record or store retrievable video surveillance data in accordance with Sec. 4-40 of the Macon-Bibb County Code of Ordinances.

2. Sec. 4-402(c)(6) - The occurrence of any event or events during the preceding calendar year, at or within 100 yards of the licensed business, whether related to each other or unrelated, or the commission of any act or acts in any place by the licensee or the business's owners or managers, which, in the aggregate, would cause the Sheriff to materially alter his or her recommendation as to the suitability of such business for the licenses it possesses or the need for conditions to be imposed on such licensee. This is relating to those various incidents and offenses described above.

Based on this review so far, I have made a determination that the conditions described above "create a particular and severe risk of injury or death to any persons or to any member of the public at large." Therefore, pursuant to Section 4-402€ of the Macon-Bibb County Code of Ordinances, your alcohol license is being temporarily revoked at this time effective immediately for a period of time not to exceed ninety (90) days. It is being referred to the Macon-Bibb County Commission for possible further action. During this period of revocation and effectively immediately, any sale of alcoholic beverages, including where alcoholic beverages are provided at no extra charge with the payment of a cover or admission fee, will constitute a separate offense under the Macon-Bibb County Alcohol Code and could impact your business' ability to be licensed again in the future. The County Attorney's office will follow up with any further information as this matter develops.

Your compliance with this notice is expected and appreciated.

Sincerely,

David J. Davis
Sheriff, Bibb County

EXHIBIT C

MACON-BIBB COUNTY
Planning & Zoning

Macon-Bibb Planning & Zoning Commission
Terminal Station | 200 Cherry Street, Suite 301
Macon, Georgia 31201 | MBPZ.org

September 27, 2022

Lanita Hunt/Regina Smith/Club Rodeo
6420 Grantham Drive
Macon, GA 31216

Lanita Hunt:

This is to notify you that the letter sent to you dated September 14, 2022, revoking Permit 2020-0775 for Rodeo Bar & Grill is hereby rescinded. Your permit is not being revoked at this time. However, the staff of the Commission is still investigating what appears at this time to be very serious violations of one or more conditions of your permit. As a result, you may still be subject to enforcement proceedings under Chapter 33 of the Comprehensive Land Development Resolution (the "Resolution"), including possible suspension or revocation of your permit as well as possible prosecution in Municipal Court under Chapter 33 of the Resolution as well as other possible legal action.

At this time, you are ordered to cease and desist immediately from violating any of the conditions of Permit 2020-0775 or any other permit you may hold with the Commission. Note that one of the conditions of your permit is to follow all applicable local, state, and federal regulations. One of the local regulations you are subject to as an establishment serving alcohol is County Code Section 4-145, which forbids persons licensed to sell alcohol such as yourself from operating your establishment after 3:00 a.m. or serving alcohol after 2:00 a.m. on any day. It is our understanding that you have violated at least that provision and may have violated others.

In addition, it is our understanding that, pursuant to county ordinance and state law, the Sheriff has ordered you to terminate the serving of alcohol for a period of time. Any violation of that lawful order would be considered a violation of your zoning permit as well.

All such violations of the conditions of your permit must cease immediately. Per Section 33.04 of the Resolution, you are invited to attend the next regularly scheduled meeting of the Commission to contest the issuance of this order if you wish to do so. If you have any questions about your permit, feel free to contact me directly.

Respectfully,

Francis Sementilli,
Zoning Director

Cc: File 20-1022,

Pope Langstaff, Comm. Attorney (EMAIL)
Tax Commission Office (EMAIL)

EXHIBIT D

November 11, 2022

I, Lanita Hunt, have been made aware that the Macon-Bibb County Commission is considering the permanent revocation of the alcohol licenses issued to my business, Rodeo 24K Bar and Grill, LLC, d/b/a Rodeo D.O.M. Bar and Grill, located at 4053 Pio Nono Avenue, in Macon.

I understand that, if revocation is recommended, I have a right to a hearing to determine whether the Commission has a proper factual basis for revoking my license. I understand that, at such a hearing, I would have the right to present witnesses and evidence, and to cross-examine the County's witnesses and dispute the County's evidence. I understand that, following a hearing, an objective opinion would be prepared by a neutral special master, and that the Commission would make a final determination based on those findings. I understand that, if the result of this process is a revocation of my license, then nobody will be able to get an alcohol license at my business location for one year, and I will not be able to get an alcohol license at any location in Macon-Bibb County for two years.

Understanding these rights, I wish to waive my right to a hearing, and voluntarily surrender the alcohol licenses for Rodeo 24K Bar and Grill, LLC d/b/a Rodeo D.O.M. Bar and Grill at 4053 Pio Nono Avenue, Macon, Georgia. I understand that by voluntarily surrendering, I will not be subject to the ban from obtaining future alcohol licenses, but that I will still be required to meet all necessary qualifications in order to receive a new alcohol license for any business in the future.

L. H

Lanita Hunt

Attest: On this 11th day of November, 2022 before me personally appeared Lanita Hunt, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

Signature of Notary Public

JONATHAN MATEO NOTARY PUBLIC Exp. Mar. 29, 2026 HENRY COUNTY, GA

(Notary Seal/Stamp)

EXHIBIT B



MACON-BIBB COUNTY, GEORGIA
HEARING UNDER MACON-BIBB COUNTY CODE OF ORDINANCES SEC. 4-405
IN RE: ALCOHOL LICENSE APPLICATION OF
478 LOUNGE LLC D/B/A 478 LOUNGE AT 175 SHURLING DRIVE, SUITE 1715

FINDINGS OF FACT

The above matter is before the undersigned in accordance with Macon-Bibb County Code of Ordinances §§ 4-405, 4-406, and 4-407. Ms. Sara Davis, Macon-Bibb County Senior Assistant County Attorney, represented Macon-Bibb County. Ms. Lanita Hunt represented herself as the owner, applicant, and agent for 478 Lounge LLC d/b/a 478 Lounge. The hearing took place in the Macon-Bibb County Municipal Court on December 15, 2025, at 10:30 a.m. Having conducted a hearing regarding the application, and after having reviewed the hearing transcript record, the undersigned finds as follows:

Background

478 Lounge LLC d/b/a 478 Lounge (hereinafter "478 Lounge"), applied for a new business alcoholic beverage license on August 13, 2025. Macon-Bibb County's Exhibit A. The licensed requested would allow beer, wine and mixed drinks to be consumed on the premises. Macon-Bibb County Exhibit A: Bates Stamp 0007. The application included a request for a temporary alcohol license, and payment of the one-hundred-dollar ($100.00) fee. The temporary alcohol license allowed Ms. Hunt to sell alcohol immediately, pending the approval or denial of the regular alcohol license. Hearing Transcript at 40-41. A temporary alcohol license is granted automatically to anyone that applies and pays the required fee. Id.

On October 29, 2025, legal recommended denial of the 478 Lounge alcohol license application pursuant to Macon-Bibb County Code of Ordinances Sec. 4-27(a)(8) after reviewing factors weighing in favor of denial based on the public interest in accordance with Macon-Bibb County Code of Ordinances Sec. 4-36(1), (2), and (3). Macon-Bibb County's Exhibit A: Bates Stamp 0044. On November 4, 2025, the Macon-Bibb County Commission voted to deny the alcohol

beverage license for 478 Lounge based upon Ms. Hunt's previous history regarding an alcohol license she held as the owner of Rodeo 24K Bar and Grill LLC d/b/a Rodeo D.O.M. Bar and Grill. Macon-Bibb County's Exhibit B: Bates Stamp 46. The basis for the denial included:

> "(1)the applicant's reputation, character, and mental and physical capacity to conduct business, (2) whether or not the applicant has violated any law or regulation relating to any alcoholic beverage business for which he may have previously held a license or in which he may have had an interest,(3) any manner in which the applicant conducted the alcoholic beverage business under any prior license ." Macon-Bibb County's Exhibit B: Bates Stamp 0050.

Ms. Hunt received notice of the denial and requested to appeal the Commission's decision on November 5, 2025. Macon-Bibb County's Exhibit B: Bates Stamp 0046-47; Macon-Bibb County's Exhibit C: Bates Stamp 0147-0148. The hearing was scheduled to occur on December 15, 2025, at 10:30 a.m. Macon-Bibb County's Exhibit D: Bates Stamp 0150-0151.

History and Findings Regarding Rodeo 24k Bar and Grill, LLC d/b/a Rodeo DOM Bar and Grill

Lanita Hunt, previously owned and operated Rodeo 24k Bar and Grill, LLC, d/b/a Rodeo D.O.M. Bar and Grill (hereinafter "Rodeo") in February 2021. Hearing Transcript at 13:21 – 14:2. Rodeo was located at 4053 Pio Nono Avenue. Hearing Transcript at 13, 16:4-6. Ms. Hunt applied for alcohol beverage license on November 12, 2020. Macon-Bibb County's Exhibit E: Bates Stamp 0186-0190. An alcohol beverage license to sell beer, wine and liquor for consumption on the premises was granted in February 2021. Hearing Transcript at 13-14. Linda Hunt and Regina Smith were initially business partners and operated Rodeo Bar and Grill and Rodeo Event Space, but at some point, separated and operated the two business independently. Hearing Transcript at 39:2-15. Complaints alleging operations at Rodeo D.O.M. Bar and Grill were unsafe and noncompliant were

initially received via email in November 2021. Hearing Transcript at 43:21-44:16. Attorney McNeill acknowledged he did not know if any action was taken due to the email. Hearing Transcript at 58:7-8. He also acknowledged it was possible the allegations in the email were fabricated. Hearing Transcript at 58:15-16.

On September 10, 2022, a fight occurred at Rodeo D.O.M. Bar and Grill. The fight resulted in multiple gunshots fired and the death of a security guard. Hearing Transcript at 14:6-11, 45:13-23; Macon-Bibb County's Exhibit F: Bates Stamp 0192; Hunt's Exhibit B. The Bibb County Sheriff's Office demanded the bar immediately cease operations due to noncompliance with camera requirements. Hearing Transcript at 14:12-17, 46:11-18; Macon-Bibb County's Exhibit F: Bates Stamp 0192; Hunt's Exhibit B. A few days later the Sheriff revoked the bar's alcohol license for ninety (90) days due to conditions that created a particular and severe risk of injury and death. Hearing Transcript at 14:20-24, 47:22-48:4; Macon-Bibb County's Exhibit G: Bates Stamp 0194-0195; Hunt's Exhibit B. The Sheriff noted prior incidents at the location included, "at least thirteen (13) incidents at the Rodeo Bar and Grill; three (3) Aggravated Assault, one (1) Battery, one (1) Affray (Fighting), five (5) Entering Automobile, two (2) Criminal Trespass and one (1) Aggressive Driving." Macon-Bibb County's Exhibit G: Bates Stamp 0194-0195; Hunt's Exhibit B. Attorney McNeill acknowledged some of the incidents might have been related to Rodeo Event Center rather than Rodeo D.O.M. Bar & Grill. Hearing Transcript at 72:4-6. Per correspondence dated September 27, 2022, Macon-Bibb County Planning & Zoning also ordered Ms. Hunt to cease and desist operating the bar outside of authorized hours which included, "...operating your establishment after 3:00 a.m. or serving alcohol after 2:00 a.m. on any day." Hearing Transcript at 14-15; Macon-Bibb County's Exhibit H: Bates Stamp 0197; Hunt's Exhibit E.

Per an email dated November 10, 2022, Attorney Michael McNeill inquired if Ms. Hunt would be interested in voluntarily surrendering the alcohol license for Rodeo. Hearing Transcript at 52:7- 54:15; Macon-Bibb County's Exhibit J. Per the email, the opportunity to voluntarily surrender

the license was extended to Ms. Hunt due to the fact that if the alcohol license was revoked, "...[n]obody in the world may receive an alcohol license for the location for a period of one year, and you and any entity that you own will be barred from receiving any Macon-Bibb County alcohol licenses for any location for two years." Id. "...[i]f a license is voluntarily surrendered, then you would give up your right to a factual hearing, but would also be able to lease or sell your property to someone else who could then have an opportunity to be licensed at that location." Id. Ms. Hunt was given a choice to dispute the recommended revocation via an appeal or voluntarily surrender the alcohol license. Hearing Transcript at 63:25-64:1. Ms. Hunt voluntarily surrendered the alcohol license for Rodeo D.O.M. Bar and Grill on November 11, 2022. Hearing Transcript at 15:4-9; Macon-Bibb County's Exhibit I: Bates Stamp 0199; Hunt's Exhibit C.

Ms. Hunt signed and notarized the paperwork to surrender the Rodeo D.O.M. Bar and Grill's alcohol license. Hearing Transcript at 16:18-21. She admitted the camera system was not up to code and held herself accountable by surrendering the license and permanently closing the business. Hearing Transcript at 21:11-18. That paperwork was prepared by Mr. McNeill. Hearing Transcript at 16:21-22. Ms. Hunt thought that by voluntarily surrendering the Rodeo D.O.M. Bar and Grill alcohol license, she would not be subject to a ban from obtaining a future alcohol license if she met all necessary qualifications. Hearing Transcript at 16:25-17:7. Had she known that doing so would prevent her from obtaining an alcohol sales license in the future, she would have requested a revocation hearing for the Rodeo D.O.M. Bar and Grill alcohol license or would not have opened another business in Macon. Hearing Transcript at 32:1-6.

Rodeo D.O.M. Bar and Grill operated at 4053 Pio Nono Avenue, whereas Rodeo Event Center operated at 4055 Pio Nono Avenue. Hearing Transcript at 19:21-24. Ms. Hunt complained about Rodeo Event Center operating seven days a week and using her business's physical address. Hearing Transcript at 20:1-13; Hunt's Exhibit D. This was seen in flyers/social media posts used to advertise Rodeo Event Center shows and events. Id.

History and Findings Regarding 478 Lounge LLC d/b/a 478 Lounge at 175 Shurling Drive

Pursuant to the Lease Agreement, Ms. Hunt (Glenn) began the lease for the space occupied by 478 Lounge on March 15, 2025. Macon-Bibb County's Exhibit A: Bates Stamp 0016. The lease is for a term of five (5) years, ending on March 14, 2030. Id. Ms. Hunt, as owner, agent, and applicant, completed a new business alcoholic beverage license application to sell beer, wine and mixed drinks for consumption on premises, on August 13, 2025. Macon-Bibb County's Exhibit A: Bates Stamp 0007. Ms. Hunt also requested and paid for a temporary alcohol license. Hearing Transcript at 16: 11-17; 40:2-20, 23-25. Macon-Bibb County issued a temporary alcoholic beverage license pending approval or denial of the alcohol license application. Upon denial of the permanent alcohol beverage license, the temporary license was terminated. Hearing Transcript at 40:2-18.

The shooting that occurred at Rodeo D.O.M. Bar & Grill occurred almost four (4) years prior to Ms. Hunt's 47 Lounge application. Hearing Transcript at 64:24-65:1. The Macon-Bibb County Commission recommended denial of the 478 Lounge alcohol license, finding that denial of the license was in the public interest considering the applicant's reputation and character, mental and physical capacity to conduct business, whether or not the applicant violated any law or regulation relating to any alcohol beverage business for which they previously held a license or in which they may have had an interest, or any manner in which the applicant conducted the alcohol beverage business under any prior license. Hearing Transcript at 56:7-16. Based on these factors regarding the previously issued license to Rodeo, the Commission recommended denial. Hearing Transcript at 56:17-18. The Commission had sufficient doubt that Ms. Hunt would operate 478 Lounge in a safe and lawful manner and did not feel comfortable issuing the license as a matter of public safety. Hearing Transcript at 56:20-24. The Commission considered the history of Rodeo D.O.M. Bar and Grill, excluding that of Rodeo Event Center. The Commission determined they did not feel safe or comfortable issuing the alcohol license, or that it was in the public's best interest to deny the license. Hearing Transcript at 66:8-20.

The above findings of facts are respectfully submitted to the Macon-Bibb County Commission on this 2nd day of February, 2026.

Crystal Jones
Municipal Court Judge
Macon-Bibb County