



Board of County Commissioners Pre-Commission Meeting

August 4, 2026 | 5:00 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 Andrea Cooke
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Donice Bryant
Commissioner Brendalyn Bailey

1. Call to Order

Mayor Lester M. Miller

2. Presentations

3. Approval of Minutes

- a. Approval of minutes from the July 21, 2026 meeting (Sponsored by:)

4. New Alcohol Beverage Licenses

- a. Barrington Hall Golf Club, located at 104 Stoney Creek Drive, Macon, GA
(Sponsored by: Lester M. Miller, Mayor)
- b. B & T Food Fresh located at 1425 Rocky Creek Road, Macon, Ga 31206
(Sponsored by: Lester M. Miller, Mayor)
- c. Capricorn Studios Manager located at 530 Martin Luther King, Jr. Blvd, Macon, GA 31201 (Sponsored by: Lester M. Miller, Mayor)

5. Agreements, Contracts and Purchase Orders for Approval

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter An Agreement With 1 Accord Technologies, Llc, In The Amount Of \$206,580.49 For Recreation Department Network Infrastructure Improvements, To Be Paid From The SPLOST 2025 Fund – Recreation – It Upgrade – Property Line Item (Sponsored by: Lester M. Miller, Mayor)

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Williams Communications, Inc., For The Construction Of A New Rooftop Communications Site At Atrium Health Navicent In The Amount Of \$1,635,721.82, To Be Paid From The SPLOST 2025 Fund – Public Safety – Public Safety Other – Property Line Item; (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into A Memorandum Of Understanding The With Georgia Department Of Transportation For The Development Of A Pedestrian Bridge Over The Ocmulgee River And The Acceptance Of The Same By Macon-Bibb County For Incorporation Into The Ocmulgee Heritage Trail (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Evidence-Based Associates, Llc, In The Amount Of \$365,114.00, For The Provision Of Functional Family Therapy Services For Juvenile Court Participants, Payable From Fy 2026 Juvenile Justice Incentive Grant Funds (Sponsored by: Lester M. Miller, Mayor)
- e. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With John J. Carter II, In The Amount Of \$3,150.00 Per Month, For A Term Of Up To Two Years, For Legal Services In Dependency Proceedings, Payable From The Juvenile Court Budget – Professional Services – Panel Attorney Line Item; (Sponsored by:)
- f. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Stephanie Thornton Ward, In The Amount Of \$3,150.00 Per Month, For A Term Of Up To Two Years, For Legal Services In Dependency Proceedings, Payable From The Juvenile Court Budget – Professional Services – Panel Attorney Line Item; (Sponsored by: Lester M. Miller, Mayor)
- g. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Lori C. Obenauf, LLC, In The Amount Of \$3,150.00 Per Month, For A Term Of Up To Two Years, For Legal Services In Dependency Proceedings, Payable From The Juvenile Court Budget – Professional Services – Panel Attorney Line Item; (Sponsored by: Lester M. Miller, Mayor)
- h. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Karen Aromatorio, In The Amount Of \$3,150.00 Per Month, For A Term Of Up To Two Years, For Legal Services In Dependency Proceedings, Payable From The Juvenile Court Budget – Professional Services – Panel Attorney Line Item; (Sponsored by: Lester M. Miller, Mayor)
- i. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Kw Underground, LLC, To Perform Sidewalk Construction Services Along Jeffersonville Road, At A Cost Of \$499,143.33, To Be Paid From 2018 SPLOST – Road Work – Other Line Item (Sponsored by: Lester M. Miller, Mayor)

- j. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Alderman & Hutcherson, Llc. In The Amount Of \$3,150.00 Per Month, For A Term Of Up To Two Years, For Legal Services In Dependency Proceedings, Payable From The Juvenile Court Budget – Professional Services – Panel Attorney Line Item (Sponsored by: Lester M. Miller, Mayor)
- k. A Resolution Of The Macon-Bibb County Commission Authorizing The Issuance Of A Purchase Order To Mes Service Company, Llc, In The Amount Of \$113,898.57 For The Purchase Of Self-Contained Breathing Apparatus Filling & Storage Equipment, To Be Paid From The Fire Department Budget – Fire Suppression – Machinery & Equipment Line Item (Sponsored by: Lester M. Miller, Mayor)
- l. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor Sign Such Documents As Are Necessary To Purchase Two Parcels Of Real Estate Known As 8355 Hawkinsville Road, Being 2.72 Acres, More Or Less, And 2149 Faa Boulevard, Being 5.00 Acres, More Or Less, For The Total Price Of \$325,570.00, Payable From The Macon-Bibb County Industrial Authority – Airport Rents Fund; To Designate Such Parcels As Airport Property (Sponsored by: Lester M. Miller, Mayor)

6. Paving the Way

- a. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Stafford Builders & Consultants, Inc., For Asphalt Paving & Resurfacing Services, In The Amount Of \$2,458,187.00 , To Be Paid From The 2025 Splost Fund - Roads – 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 \$2,517,305.93 , To Be Paid From The 2025 SPLOSt Fund - Roads – Property Line Item; (Sponsored by: Lester M. Miller, Mayor)
- c. 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 \$2,354,757.90 , To Be Paid From The 2025 SPLOST Fund - Roads – Property Line Item; (Sponsored by: Lester M. Miller, Mayor)

7. Dedications

- a. An Ordinance Of The Macon-Bibb County Commission To Dedicate The Basketball Court At The Kings Park Community Center In Honor Of Corey Williams In Recognition Of His Achievements In Basketball; To Appropriate An Amount Not To Exceed \$5,000.00 From The General Fund – Fund Balance To The Recreation Department Budget For The Purchase Of Materials And Memorial Signage (Sponsored by: Stanley Stewart, Commissioner)

- b. An Ordinance Of The Macon-Bibb County Commission To Dedicate The Basketball Court At The Frank Johnson Recreation Center In Honor Of Sharone Wright In Recognition Of His Achievements In Basketball And His Service And Leadership In The Macon-Bibb Community; To Appropriate An Amount Not To Exceed \$5,000.00 From The General Fund – Fund Balance To The Recreation Department Budget For The Purchase Of Materials And Memorial Signage (Sponsored by: Stanley Stewart, Commissioner)

8. Executive Session

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

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
July 21, 2026 – 4:30 PM
City Hall
Commission Chamber**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on July 21, 2026 at 4:30 PM in the Commission Chamber at City Hall.

COMMISSION MEMBERS PRESENT

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

COMMISSION MEMBERS ABSENT

Commissioner Paul Bronson

STAFF PRESENT

Duke Groover, Interim County Attorney
Julie Moore, Assistant County Manager
Alex Morrison, Dir. Planning & Public Spaces
Janice Ross, Clerk of Commission
Michael McNeill, Chief Asst. Co. Attorney
Adrianna Beavers, Asst. Co. Attorney
Anna Kersey-Weckstein, Asst. Co. Attorney
Tee Watson, Chief Information Officer
Chris Floore, Chief Communication Officer
Olivia Water, Communication Specialist
Edna Adams, Communication Specialist
Emily Wilson, Communication Specialist

OTHERS PRESENT

Greg Brown, Planning and Zoning

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval of minutes from the June 16, 2026 Pre-Commission Meeting (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Stewart, seconded by Commissioner Bryant and carried unanimously, the minutes from the June 16, 2026 Pre-Commission Meeting were approved.

3. Macon-Bibb County Comprehensive Plan

- a. Planning and Zoning Presentation of the Macon-Bibb County Comprehensive Plan (Sponsored by:)
Greg Brown, Planning Director, Macon-Bibb County Planning and Zoning Commission, reviewed the Macon-Bibb County Comprehensive Plan. Although no approval is required at this time, Commissioners are

encouraged to arrange for meetings in their districts for citizen input.

4. Appointment to Authorities, Boards and Commissions

- a. A Resolution Of The Macon-Bibb County Commission Appointing Willie Pitts, Margaret Rooyakkers And Shaneke Wooten To The Keep Macon-Bibb Beautiful Board; (Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Miller, seconded by Mayor Pro Mayor Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Appointing Willie Pitts, Margaret Rooyakkers And Shaneke Wooten To The Keep Macon-Bibb Beautiful Board was approved.

5. New Alcohol Beverage Licenses

- a. Fuel Haven Exxon located at 3004 Debra Allen Drive, Suite A, Macon, GA *Recommends Approval.* (Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Pro Mayor Wynn, seconded by Commissioner Bailey and carried unanimously, the New Alcohol Beverage License for Fuel Haven Exxon located at 3004 Debra Allen Drive, Suite A, Macon, GA Recommends Approval..
- b. Dolgencorp LLC DBA Dollar General # 9814 at 1370 Gray Highway, Macon, GA
Recommends Approval (Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Pro Mayor Wynn, seconded by Commissioner Stewart and carried unanimously, the New Alcohol Beverage License for Dolgencorp LLC DBA Dollar General # 9814 at 1370 Gray Highway, Macon, GA was approved.
Recommends Approval.

6. Agreements

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Williams Communications, Inc., For Radio Equipment In The Amount Of \$204,800.00, To Be Paid From The SPLOST 2018 Fund – Public Safety – Public Safety Other – Property Line Item; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner, Valerie Wynn, Mayor Pro Mayor)
On motion of Commissioner Hulett, seconded by Commissioner Cooke and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Williams Communications, Inc., For Radio Equipment In The Amount Of \$204,800.00, To Be Paid From The SPLOST 2018 Fund – Public Safety – Public Safety Other – Property Line Item was approved.
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Williams Communications, Inc., For The Replacement Of Radio Equipment In The Amount Of \$137,277.52, To

Be Paid From The SPLOST 2025 Fund – Public Safety – IT Upgrade – Property Line Item (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner, Valerie Wynn, Mayor Pro Mayor)

On motion of Mayor Pro Mayor Wynn, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Williams Communications, Inc., For The Replacement Of Radio Equipment In The Amount Of \$137,277.52, To Be Paid From The SPLOST 2025 Fund – Public Safety – IT Upgrade – Property Line Item was approved.

- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Williams Communications, Inc., For Post-Construction Drone Inspection Services In The Amount Of \$82,320.00, To Be Paid From The SPLOST 2018 Fund – Public Safety – Public Safety Other – Property Line Item (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner, Valerie Wynn, Mayor Pro Mayor)
On motion of Commissioner Hulett, seconded by Mayor Pro Mayor Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Williams Communications, Inc., For Post-Construction Drone Inspection Services In The Amount Of \$82,320.00, To Be Paid From The SPLOST 2018 Fund – Public Safety – Public Safety Other – Property Line Item was approved.
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Vera Causa Group, LLC, For Public Information Officer And Strategic Advisor Services In The Amount Of \$54,000.00, To Be Paid From The District Attorney Budget – Other Services – Investigative/Informant Fees Line Item (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bailey, seconded by Commissioner Bryant and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Vera Causa Group, LLC, For Public Information Officer And Strategic Advisor Services In The Amount Of \$54,000.00, To Be Paid From The District Attorney Budget – Other Services – Investigative/Informant Fees Line Item was approved.
- e. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Heir Media Corp. D/B/A HM Strategic Consulting, In The Amount Of \$1,149,950.00, For IT Staffing Services, Payable From The Information Technology Budget – Contract Labor – Contractual Services Line Item; (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Stewart, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Heir Media Corp. D/B/A HM Strategic Consulting, In The

Amount Of \$1,149,950.00, For IT Staffing Services, Payable From The Information Technology Budget – Contract Labor – Contractual Services Line Item was approved.

- f. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Granicus, LLC For Government Experience Agent Setup, Configuration, And Software Services In The Amount Of \$48,750.00, To Be Paid From The Information Technology Budget – IT – Web Applications – Professional Services – Consulting Fees Line Item; (Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Pro Mayor Wynn, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Granicus, LLC For Government Experience Agent Setup, Configuration, And Software Services In The Amount Of \$48,750.00, To Be Paid From The Information Technology Budget – IT – Web Applications – Professional Services – Consulting Fees Line Item was approved.
- g. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Gartner, Inc. In The Amount Of \$133,800.00, For Executive Programs Leadership Team Services, Payable From The Information Technology Budget – Professional Services – Consulting Fees Line Item (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Cooke, seconded by Commissioner Bryant and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Gartner, Inc. In The Amount Of \$133,800.00, For Executive Programs Leadership Team Services, Payable From The Information Technology Budget – Professional Services – Consulting Fees Line Item was approved.
- h. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Progressive Communications, LLC For Managed Network Services In The Amount Of \$37,032.00, To Be Paid From The General Fund – Non-Departmental – Repairs & Maintenance – Software License & Maintenance Line Item (Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Pro Mayor Wynn, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Progressive Communications, LLC For Managed Network Services In The Amount Of \$37,032.00, To Be Paid From The General Fund – Non-Departmental – Repairs & Maintenance – Software License & Maintenance Line Item was approved.
- i. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To The Independent Contractor Agreement With Smallwood, Reynolds, Stewart, Stewart & Associates For Professional Architectural, Engineering, & Design Services For The Phase

Iv Improvements At The Macon City Auditorium In The Amount Of \$99,700.00, To Be Paid From 2018 Splost Funds – Culture &Recreation – Auditorium - Property; (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Mayor Wynn, seconded by Commissioner Stewart and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To The Independent Contractor Agreement With Smallwood, Reynolds, Stewart, Stewart & Associates For Professional Architectural, Engineering, & Design Services For The Phase Iv Improvements At The Macon City Auditorium In The Amount Of \$99,700.00, To Be Paid From 2018 Splost Funds – Culture &Recreation – Auditorium - Property was approved.

- j. 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 \$3,280,877.09, To Be Paid From 2026 LRA Grant Funds And 2018 SPLOST Funds – Road Work - Other; (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Mayor Wynn, seconded by Commissioner Bryant and carried unanimously, the 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 \$3,280,877.09, To Be Paid From 2026 LRA Grant Funds And 2018 SPLOST Funds – Road Work - Other was approved.

- k. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Extension To The Professional Services Agreement With Blue Cedar Counseling, LLC At The Original Price Rate Of \$1000.00 Per Week, For The Provision Of Clinical Treatment Assessor Services For The State Court Of Bibb County Probation Office Through June 30, 2027, To Be Paid From The State Court Probation Budget – Professional Services, Other Line Item; (Sponsored by: Lester M. Miller, Mayor)
- On motion of Commissioner Cooke, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Extension To The Professional Services Agreement With Blue Cedar Counseling, LLC At The Original Price Rate Of \$1000.00 Per Week, For The Provision Of Clinical Treatment Assessor Services For The State Court Of Bibb County Probation Office Through June 30, 2027, To Be Paid From The State Court Probation Budget – Professional Services, Other Line Item was approved.*

- l. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into A Professional Services Agreement With Bryant Engineering, LLC In The Amount Of \$117,000.00, For The Provision Of Engineering Design Services For The Heath Road Sidewalk Project, Payable From The Engineering Department Budget – Engineering Services – Professional Services – Consulting Fees Line Item; (Sponsored by: Lester M. Miller, Mayor, Donice Bryant, Commissioner)

On motion of Mayor Pro Mayor Wynn, seconded by Commissioner Bryant and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into A Professional Services Agreement With Bryant Engineering, LLC In The Amount Of \$117,000.00, For The Provision Of Engineering Design Services For The Heath Road Sidewalk Project, Payable From The Engineering Department Budget – Engineering Services – Professional Services – Consulting Fees Line Item was approved.

- m. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute Component Change Orders # 1 And 2 To The Construction Manager-At-Risk Agreement With Barton Malow Builders LLC For Preliminary Work And Phase 1 Construction Services For The Macon Arena Project, In The Total Amount Of \$28,262,438.00, Payable From 2025 SPLOST Bond Proceeds; 2025 SPLOST Revenues; And 2026 Arena Bond Proceeds; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner, Valerie Wynn, Mayor Pro Mayor , Donice Bryant, Commissioner, Stanley Stewart, Commissioner, Brendalyn Bailey, Commissioner, Andrea Cooke, Commissioner, Raymond Wilder, Commissioner, Bill Howell, Commissioner)

On motion of Mayor Pro Mayor Wynn, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute Component Change Orders # 1 And 2 To The Construction Manager-At-Risk Agreement With Barton Malow Builders LLC For Preliminary Work And Phase 1 Construction Services For The Macon Arena Project, In The Total Amount Of \$28,262,438.00, Payable From 2025 SPLOST Bond Proceeds; 2025 SPLOST Revenues; And 2026 Arena Bond Proceeds was approved.

7. Purchase Orders and Change Orders

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Change Order With H.E. Hodge Company, Inc., For The Removal And Replacement Of Basketball Backboards At Kings Park, In The Amount Of \$11,450.00, To Be Paid From The Splost 2018 Fund – Recreation – Other – Property Line Item (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Stewart, seconded by Commissioner Bryant and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Change Order With H.E. Hodge Company, Inc., For The Removal And Replacement Of Basketball Backboards At Kings Park, In The Amount Of \$11,450.00, To Be Paid From The Splost 2018 Fund – Recreation – Other – Property Line Item was approved.

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Issuance Of A Purchase Order, In The Amount Of \$300,000.00, To Liberty Disposal, Inc., For Services Related To The Disposal Of Waste On Behalf Of Macon-Bibb County, To Be Paid From The Solid Waste Management

Fund City – Solid Waste Landfill – Other Services – Landfill Tipping Fees Line Item; (Sponsored by: Lester M. Miller, Mayor, Valerie Wynn, Mayor Pro Mayor)

On motion of Mayor Pro Mayor Wynn, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Issuance Of A Purchase Order, In The Amount Of \$300,000.00, To Liberty Disposal, Inc., For Services Related To The Disposal Of Waste On Behalf Of Macon-Bibb County, To Be Paid From The Solid Waste Management Fund City – Solid Waste Landfill – Other Services – Landfill Tipping Fees Line Item was approved.

- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Approve A Change Order, In The Amount Of \$93,000.00, To The Purchase Order For Liberty Disposal, Inc., To Be Paid From The Solid Waste Management Fund City – Solid Waste Landfill – Other Services - Landfill Tipping Fees Line Item; (Sponsored by: Lester M. Miller, Mayor, Valerie Wynn, Mayor Pro Mayor)

On motion of Mayor Pro Mayor Wynn, seconded by Commissioner Bryant and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Approve A Change Order, In The Amount Of \$93,000.00, To The Purchase Order For Liberty Disposal, Inc., To Be Paid From The Solid Waste Management Fund City – Solid Waste Landfill – Other Services - Landfill Tipping Fees Line Item was approved.

- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Issuance Of A Purchase Order To Direct Technologies, Inc., In The Amount Of \$130,000.00 For Postage Database Services For Solid Waste Bill Mailings, To Be Paid From Solid Waste Management Fund City – Solid Waste And Recycling Administration – Communications – Postage Line Item (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Mayor Wynn, seconded by Commissioner Cooke and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Issuance Of A Purchase Order To Direct Technologies, Inc., In The Amount Of \$130,000.00 For Postage Database Services For Solid Waste Bill Mailings, To Be Paid From Solid Waste Management Fund City – Solid Waste And Recycling Administration – Communications – Postage Line Item was approved.

- e. A Resolution Of The Macon-Bibb County Commission Authorizing The Issuance Of A Purchase Order In The Amount Of \$160,812.27 To SHI International Corp. For The Annual Renewal Of Managed Microsoft Azure And Arcgis Cloud Services For The IT Department, To Be Paid From The Information Technology Budget – IT-GIS – Professional Services – Consulting Fees Line Item (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bailey, seconded by Mayor Pro Mayor Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Issuance Of A Purchase Order In The Amount Of \$160,812.27 To SHI International Corp. For The Annual Renewal Of Managed Microsoft Azure And Arcgis Cloud Services For The

IT Department, To Be Paid From The Information Technology Budget – IT-GIS – Professional Services – Consulting Fees Line Item was approved.

- f. An Ordinance Of The Macon-Bibb County Commission To Authorize A Supplemental Appropriation, In The Amount Of \$52,795.00 From General Fund – Fund Balance To The GDOT – Ocmulgee Heritage Trail Grant Fund – Professional Services - Engineering Line Item, To Provide Funding For Additional Engineering Services For The Ocmulgee Heritage Trail Project; Authorizing The Mayor To Execute A Change Order With Cranston Engineering Group. P.C., For Additional Engineering Services, In The Amount Of \$52,795.00 (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner, Stanley Stewart, Commissioner)
- On motion of Commissioner Hulett, seconded by Commissioner Stewart and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Authorize A Supplemental Appropriation, In The Amount Of \$52,795.00 From General Fund – Fund Balance To The GDOT – Ocmulgee Heritage Trail Grant Fund – Professional Services - Engineering Line Item, To Provide Funding For Additional Engineering Services For The Ocmulgee Heritage Trail Project; Authorizing The Mayor To Execute A Change Order With Cranston Engineering Group. P.C., For Additional Engineering Services, In The Amount Of \$52,795.00 was approved.*

8. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Council Of Accountability Courts Judges State Of Georgia Grant Award From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2027, In The Amount Of \$299,679.00, With Matching Funds In The Amount Of \$52,885.00, Payable In Kind As Existing Employee Salaries, Awarded To Fund The Macon Judicial Circuit Adult Felony Drug Court And Mental Health Court Programs; (Sponsored by: Lester M. Miller, Mayor)
- On motion of Mayor Pro Mayor Wynn, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Council Of Accountability Courts Judges State Of Georgia Grant Award From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2027, In The Amount Of \$299,679.00, With Matching Funds In The Amount Of \$52,885.00, Payable In Kind As Existing Employee Salaries, Awarded To Fund The Macon Judicial Circuit Adult Felony Drug Court And Mental Health Court Programs was approved.*
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Council Of Accountability Courts Judges State Of Georgia Grant Award From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2027, In The Amount Of \$169,074.20, With Matching Funds In The Amount Of \$29,837.00, Payable In Kind As Existing Employee Salaries, Awarded To Fund The Macon Judicial Circuit Family Treatment Court Program; (Sponsored by: Lester M.

Miller, Mayor)

On motion of Commissioner Cooke, seconded by Commissioner Bryant and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Council Of Accountability Courts Judges State Of Georgia Grant Award From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2027, In The Amount Of \$169,074.20, With Matching Funds In The Amount Of \$29,837.00, Payable In Kind As Existing Employee Salaries, Awarded To Fund The Macon Judicial Circuit Family Treatment Court Program was approved.

- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Juvenile Justice Incentive Grant From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2027, In The Amount Of \$365,114.00, With No Local Match, Awarded To The Bibb County Juvenile Court; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Stewart, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Juvenile Justice Incentive Grant From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2027, In The Amount Of \$365,114.00, With No Local Match, Awarded To The Bibb County Juvenile Court was approved.

9. Code Of Ordinances

- a. An Ordinance Of The Macon-Bibb County Commission To Amend The Definition Of “Commodity” In Section 19-1 Of The Macon-Bibb County Code Of Ordinances, So As To Include Software Products Or Services; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Stewart, seconded by Commissioner Cooke and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Amend The Definition Of “Commodity” In Section 19-1 Of The Macon-Bibb County Code Of Ordinances, So As To Include Software Products Or Services was approved.

- b. An Ordinance Of The Macon-Bibb County Commission To Amend Chapter 4 Of The Macon-Bibb County Code Of Ordinances To Prohibit The Filing Of Successive Alcohol License Applications For Business Locations With Two Or More Failed Applications In The Preceding Three Years; And For Other Lawful Purposes. (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Cooke, seconded by Commissioner Bailey and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Amend Chapter 4 Of The Macon-Bibb County Code Of Ordinances To Prohibit The Filing Of Successive Alcohol License Applications For Business Locations With Two Or More Failed Applications In The Preceding Three Years; And For Other Lawful Purposes was approved.

10. Amendment to the IT Organizational Chart

- a. An Ordinance Of The Macon-Bibb County Commission To Amend The Macon-Bibb County Information Technology Department's Organizational Chart As Provided Herein; (Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Pro Mayor Wynn, seconded by Commissioner Cooke and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Amend The Macon-Bibb County Information Technology Department's Organizational Chart As Provided Herein was approved.

11. Resolution of Support

- a. A Resolution Of The Macon-Bibb County Commission Authorizing And Supporting Macon-Bibb County's Application To Participate In The Georgia Initiative For Community Housing's 2027 Cohort, With A Focus On Affordable Housing In The South Macon/Houston Avenue Area; (Sponsored by: Lester M. Miller, Mayor, Andrea Cooke, Chairman , Brendalyn Bailey, Commissioner)
On motion of Commissioner Cooke, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing And Supporting Macon-Bibb County's Application To Participate In The Georgia Initiative For Community Housing's 2027 Cohort, With A Focus On Affordable Housing In The South Macon/Houston Avenue Area was approved.

12. Bragg Jam

- a. A Resolution Of Macon-Bibb County Commission Authorizing Bragg Jam, Inc., A Nonprofit Organization, To Hold Its 2026 Concert Crawl In Downtown Macon, Georgia, On Saturday, July 25, 2026; To Permit Festival Goers To Carry And Consume Alcoholic Beverages In And About The Designated Streets Of Downtown Macon Under Specified Conditions; To Require Bragg Jam, Inc. To Provide For And/Or Reimburse Macon-Bibb County For All Expenses Incurred For Security And Clean-Up (Sponsored by: Lester M. Miller, Mayor, Brendalyn Bailey, Commissioner, Andrea Cooke, Chairman , Stanley Stewart, Commissioner)
On motion of Mayor Pro Mayor Wynn, seconded by Commissioner Cooke and carried unanimously, the Resolution Of Macon-Bibb County Commission Authorizing Bragg Jam, Inc., A Nonprofit Organization, To Hold Its 2026 Concert Crawl In Downtown Macon, Georgia, On Saturday, July 25, 2026; To Permit Festival Goers To Carry And Consume Alcoholic Beverages In And About The Designated Streets Of Downtown Macon Under Specified Conditions; To Require Bragg Jam, Inc. To Provide For And/Or Reimburse Macon-Bibb County For All Expenses Incurred For Security And Clean-Up was approved.

13. Ocmulgee Mounds Strategic Plan

- a. A Resolution Of The Macon-Bibb County Commission Endorsing Ocmulgee National Park And Preserve Initiative, Inc.'s Ocmulgee Mounds National Park And Preserve Corridor Strategic Plan And Adopting The Plan Into The Local Comprehensive Plan; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner, Valerie Wynn, Mayor Pro Mayor , Stanley Stewart, Commissioner, Andrea Cooke, Chairman , Bill Howell, Commissioner, Raymond Wilder, Commissioner, Donice Bryant, Commissioner, Brendalyn Bailey, Commissioner)
On motion of Commissioner Hulett, seconded by Commissioner Cooke and carried unanimously, the Resolution Of The Macon-Bibb County Commission Endorsing Ocmulgee National Park And Preserve Initiative, Inc.'s Ocmulgee Mounds National Park And Preserve Corridor Strategic Plan And Adopting The Plan Into The Local Comprehensive Plan was approved.

14. Executive Session

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

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

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

Respectfully Submitted:

Janice S. Ross
Clerk of the Commission



Georgia Department of Revenue
Department of Revenue Alcohol License Application
DOR Alcohol License Application

ADDED TO THE AUGUST 4, 2026 PRE-COMMISSION AGENDA

Business Information

Business Name: BH GOLF LLC
 DBA Name: BARRINGTON HALL GOLF CLUB
 Business Type: LLC

Address Information

Location Address: 104 STONEY CREEK DR MACON GA 31220-8743

Alcohol License Information

License Type: Retail
 Start Date: 06-12-2026
 Beer: Yes
 Wine: Yes
 Liquor: No
 Airline or Railway Carrier: No
 Local Jurisdiction Type: County
 Local Jurisdiction: BIBB
 Arrest History: No

Local License / Fees

Fee Amount

Malt Consumed on Premises	\$800.00
Wine Consumed on Premises	\$700.00
	<u>\$1,500.00</u>

Licensee Information

Licensee Type: Business
 Licensee Name: MOODY, JEFFREY

Additional Information

Primary NAICS: 713910

Officers

Officer or Responsible Party

MOODY, TERESA W.	Both
MOODY, JEFFREY W.	Both
MOODY, JEFFREY W.	Both

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:

Agent Certification JWM.pdf

Agent Certification TWM.pdf

Alcohol Awareness Cert TWM.pdf

ALCOHOL AWARENESS COURSE - MACON-BIBB-certificate JWM.pdf

Alcohol Beverage Handlers Lic Application JWM.pdf

Alcohol Beverage Handlers Lic Application TWM.pdf

Alcohol Lic Questionnaire.pdf

Applicant Privacy Rights signature form for fingerprint check TWM.pdf

Armed Security Guard form.pdf

ATT-17 Jeff Moody.pdf

ATT-17 Teresa Moody.pdf

Business License BH Golf.pdf

Criminal History JWM.pdf

Criminal History TWM.pdf

Jeff Moody passport.pdf

Jeffrey Moody Affidavit of Citizenship.pdf

Macon Bibb Co Cert of Good Standing JWM.pdf

Macon Bibb Co Cert of Good Standing TWM.pdf

Measurement Form County Engineer.pdf

Monroe County Reporter.pdf

Ownership Disclosure Form BH Golf LLC JWM.pdf

Ownership Disclosure Form BH Golf LLC.pdf

property deed.pdf

S.A.V.E. for entitlements JWM.pdf

S.A.V.E. for entitlements TWM.pdf

S.A.V.E. JWM.pdf

S.A.V.E. TWM.pdf

Screenshot 2026-06-12 131627 GA SOS.png

Sec Camera verification.pdf

Teresa Moody Affidavit of Citizenship.pdf

TWM DL.pdf

Zoning Compliance P&Z.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) : Barrington Hall Golf Club

Corporation Name : BH GOLF LLC

Business Address : 104 Stoney Creek Drive

City : Macon

State : GA

Zip : 31220

Mailing Address : 5816 Price Rd

City : Macon

State : GA

Zip : 31220

Local Business Phone # : (478) 319-9703

Email : moodytw@yahoo.com

Owner Name : Jeffrey Moody

Owner Phone # : (478) 808-2772

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 : AH001791

Agent's First Name : Jeffrey

Agent's Last Name : Moody

Agent's Home Phone # : (478) 808-2772

Job Title : Member

Agent's Home Address : 5816 Price Rd

City : Macon

State : GA

Zip : 31220

Social Security Number : 4

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:

Status: Added

License Fee : **Wine Consumed on Premise** - \$700

Status: Added

License Fee : **Malt Consumed on Premise** - \$800

Armed Security Personel

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

Yes/No : No

Certification and Attestation

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

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

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

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

Digital Signature

Your Name Here : Teresa Moody

Date

Today's Date : 06/15/2026

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):	Teresa Wilson Moody		
Address	5816 Price Rd Macon GA 31220		
Sex	Race	Date of Birth	Social Security Number
Female	White		

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

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

Signature Teresa Moody Date 6/17/2026

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

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

Purpose Code used: (Check all that apply)

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

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

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

Agency Designee Signature and Title _____ Date _____

Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the 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):	Jeffrey Wayne Moody		
Address	5816 Price Rd Macon GA 31220		
Sex	Race	Date of Birth	Social Security Number
male	white		

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

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

Signature [Signature] Date 4/6/2020

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

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

Purpose Code used: (Check all that apply)

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

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

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

Agency Designee Signature and Title _____ Date _____

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

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

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

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

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

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

Business Name: BH GOLF LLC

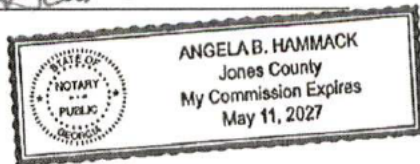
Printed Name of Applicant: Teresa Moody

*Signature of Applicant: Teresa Moody

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 9th DAY OF April, 2026.

NOTARY PUBLIC



5/11/2027
 MY COMMISSION EXPIRES

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

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: BH GOLF LLC

Printed Name of Applicant: Jeffrey W. Moody

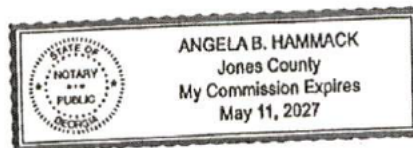
*Signature of Applicant: [Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 9th DAY OF April, 2026.

NOTARY PUBLIC

MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: Teresa Moody
PROPOSED LICENSE: BEER and WINE ONLY CONSUMED ON PREMISES
BUSINESS LOCATION: 104 Stoney Creek Dr
BUSINESS NAME: BH Golf LLC

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.

☒ Comply ☐ Does not comply

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

Date: 4/20/26

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

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

B.H. Golf LLC

104 Stoney Creek Drive

33,400' - ALCOHOLIC TREATMENT CENTER property line

River Edge - Fulton Mill Road

34,150' - MHA housing unit property line

Martin Place

4805 Columbus Road

OK!

Paul J. Homowski
April 14, 2026



AFFIDAVIT OF PUBLICATION

The Monroe County Macon Reporter

Covering Monroe and Bibb Counties

AFFIDAVIT OF PUBLICATION IN THE STATE OF GEORGIA COUNTY OF BIBB

Applicant: **BH Golf LLC (Barrington Hall Golf Club)**

Business Name : BH Golf LLC (Barrington Hall Golf Club)

Business Address : 104 Stoney Creek Dr

City, State, Zip : Macon, Georgia 31220

Consumed on or off premise: **On Premise**

MALT BEVERAGE, WINE, LIQUOR: **MALT BEVERAGE and WINE**

GEORGIA BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR ALCOHOL LICENSE

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 02/03/2026, the undersigned will apply to said Macon Bibb County Commission for the above-described license(s) at an establishment known as **BH Golf LLC (Barrington Hall Golf Club)**

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.

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

Will Davis Publisher

was published in the Monroe County/Macon Reporter on the following date(s):

04/15/2026 and 04/22/2026

Sworn to and subscribed before me this day **25th** of **April** 2026

Lana Marie Seay Notary Public

My commission expires: 09/05/2028

A handwritten signature in cursive script that reads 'Lana Marie Seay'.

Lana Marie Seay
NOTARY PUBLIC
BIBB COUNTY, GEORGIA





ZONING COMPLIANCE

PERMIT NO: ZC-2025-2049	PERMIT TYPE: Permitted Use	DATE ISSUED: 08/29/2025
PARCEL NO: FG450601	ZONING DISTRICT: PDR	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Teresa Moody BH Golf LLC	
PROPOSED USE:	New Business Application	
ADDRESS OF PROPOSED USE:	104 STONEYCREEK DR	
PROPERTY OWNER'S NAME:	BH Golf LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate the golf course and Golf pro shop. They will sell golf rounds to the public, cart fees and some merchandise in the pro shop. They will also sell beer and wine in the pro shop to golf participants only. 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: 08/29/2026

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.



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	BH Golf LLC	Control Number:	25114883
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Arts, Entertainment, and Recreation	NAICS Sub Code:	Golf Courses and Country Clubs
Principal Office Address:	5816 Price Rd, Macon, GA, 31220, USA	Date of Formation / Registration Date:	6/4/2025
State of Formation:	Georgia	Last Annual Registration Year:	2028

REGISTERED AGENT INFORMATION

Registered Agent Name: **Jeffrey Moody**
Physical Address: **5816 Price Rd, Macon, GA, 31220, USA**
County: **Bibb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Ownership Disclosure Form

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

Business:

Trade Name: Barrington Hall Golf Club Name of Corporation: BH GOLF LLC

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

Individual:

Name and Title: Teresa moody Telephone Number: 478 319-9703

Date of Birth: _____ Social Security Number: _____

Residential Street Address: 5816 Price Rd Macon, GA 31220

Mailing Address: _____

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: 0

○ Member holdings 50% 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: _____

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: Barrington Hall Golf Club Name of Corporation: BH GOLF LLC

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

Individual:

Name and Title: Jeffrey Moody Telephone Number: 478-808-2772

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

Residential Street Address: 5816 Price Rd Macon, GA 31220

Mailing Address: 5816 Price Rd, Macon, GA 31220
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership

o General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)

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

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

☐ Limited Liability Partnership (LLP)

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

☐ Limited Liability Limited Partnership (LLLP)

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

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

☒ Limited Liability Company (LLC)

o Managing Member, Total number of Managing Member(s): —

o Member holdings 50 % 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: _____



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: Teresa Last Name: moody
Home Address: 5816 Price Rd City: macon State: GA Zip: 31220
Home Phone #: 478-319-9703 Email: moodytw@yahoo.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 5816 Price Rd 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 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

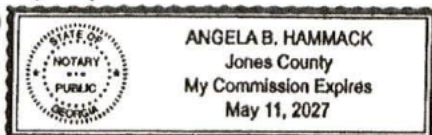
I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Applicant's Signature: Teresa W. Moody Date: 4/9/2026

I hereby certify that Teresa W. Moody 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 9th day of April, 2026

NOTARY PUBLIC



MY COMMISSION EXPIRES

5/11/2027

3PDQKE3HW3NGZ



Certificate of Completion

This is to certify that

Teresa Moody

has completed the training course

ALCOHOL AWARENESS COURSE - MACON-BIBB

Monday, Apr 06 2026

Marshall Talley
Trainer





Teresa Moody



AH001792

ALCOHOL HANDLER

EXP: 12/31/2026



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: Jeffrey Last Name: Moody
Home Address: 5816 Price Rd City: Macon State: GA Zip: 31220
Home Phone #: 478-808-2772 Email: jmoodysbq@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 5816 Price Rd 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.

Applicant's Signature

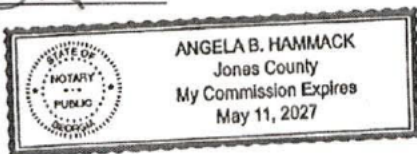
Date

I hereby certify that Jeffrey W. Moody 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 9th day of April, 20 26.

Notary Public

My Commission Expires



Rev. 7/202121

DFBFPUDJQGSVH



Certificate of Completion

This is to certify that

Jeff Moody

has completed the training course

ALCOHOL AWARENESS COURSE - MACON-BIBB

Monday, May 04 2026

Marshall Talley
Trainer





Jeffrey Moody



AH001791

ALCOHOL HANDLER

EXP: 12/31/2026

Type: GEORGIA LAND RECORDS
Recorded: 7/16/2025 4:42:00 PM
Fee Amt: \$758.20 Page 1 of 6
Transfer Tax: \$733.20
Bibb County Superior Court
Erica Woodford Clerk

BK 12205 PG 163 - 168

AFTER RECORDING RETURN TO:

J. Patrick Goff
Jones Cork LLP
P.O. Box 6437
Macon, GA 31208-6437
(478) 745-2821
File no.: 13763-005

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED is made and entered into as of July 16, 2025, by and between **BOWLES VENTURES, LLC**, a Georgia limited liability company ("Grantor"), and **BH GOLF LLC**, a Georgia limited liability company ("Grantee").

IN CONSIDERATION of One Thousand and 00/100 Dollars (\$1,000.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor has this day granted and sold, and by these presents does hereby transfer and convey, unto Grantee, and the heirs, executors, administrators, successors, successors-in-title and assigns of Grantee, that certain real property lying and being in Bibb County, Georgia, more particularly described in Exhibit A attached hereto and made a part hereof by reference (the "Property").

Notwithstanding anything herein to the contrary, this conveyance is expressly made subject to those certain matters set forth in Exhibit B attached hereto and made a part hereof by reference.

Said Grantee, and the successors, successors-in-title, heirs, executors, administrators and assigns of said Grantee, to have and to hold the Property, with all and singular the rights, members, and appurtenances thereof, in fee simple.

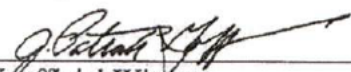
The undersigned, and each of them, warrants the title to the Property unto said Grantee and the heirs, executors, administrators, successors, successors-in-title and assigns of said Grantee, against the lawful claims of all persons claiming by, through or under the Grantor, save and except as hereinabove set forth.

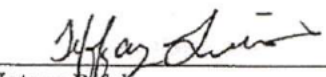
[EXECUTION(S) APPEARS ON FOLLOWING PAGE(S)]

WITNESS the hand and seal of Grantor, as of the date first above written.

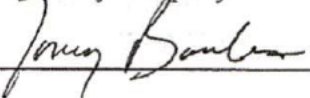
GRANTOR:

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public

BOWLES VENTURES, LLC, a Georgia
limited liability company

By:  (LS)

Name: Toney Bowles

Office: Manager

[SEAL]

[NOTARY SEAL]



EXHIBIT A

LEGAL DESCRIPTION

Property No. 1

All those tracts or parcels of land situate, lying and being in Land Lots 107, 132, 141, and 166 of the Thirteenth (13th) Land District of Bibb County, Georgia, consisting of 145.817 acres in the aggregate, known and designated as:

Parcel No. 1 (18.002 acres); Parcel No. 2 (76.886 acres); Parcel No. 3 (12.964 acres); Parcel No. 4 (6.883 acres); Parcel No. 5 (14.833 acres); Parcel No. 6 (16.199 acres)

according to the Property Plat for Barrington Hall Golf Course prepared by Waddle & Company, certified by Theodore W. Waddle, Jr., Georgia Registered Land Surveyor No. 2139, dated March 20, 2002, consisting of four (4) sheets, a copy of which is of record in Plat Book 90, Pages 684-687, inclusive, Bibb County Deed Records. Each Parcel has such location, size, shapes, metes, bounds, and dimensions as shown on said plat, which is incorporated herein for all purposes.

LESS AND EXCEPT from the above description is the right of way for Barrington Hall Drive conveyed by BHGC, LLC to Bibb County, Georgia by Right of Way Deed dated January 17, 2003, recorded in Deed Book 5611, Page 299, Bibb County Records.

INCLUDED IN THIS CONVEYANCE is all right, title, and interest in and to the perpetual, non-exclusive easements for access to and from the above described property over, upon, across and through those tracts or parcels shown and designated on the aforesaid recorded plat as follows:

- (1) 20 foot Access Easement extending from Line 81 along the southeasterly boundary of Parcel No. 3, extending in an easterly direction to the westerly right of way line of Barrington Hall Drive.
- (2) 10 foot Access Easements adjacent to the northerly boundary of Parcel No. 1 and along the southerly portion of Lots 7, 12, 13, and 16, Block "B", of the Barrington Hall Subdivision, Section No. 1, Phase No. I, (which 10 foot Access Easements are also shown on the recorded survey of Barrington Hall, Section No. 1, Phase No. 1, prepared by Waddle & Company, dated November 30, 1992, a copy of which is recorded in Plat Book 87, Pages 471-472, Bibb County Deed Records).
- (3) 10 foot Access Easements adjacent to the westerly boundary of Parcel No. 1 and along the easterly portion of Lots 13 and 14, Block "G", of the Barrington Hall Subdivision, Section No. 1, Phase No. 3, (which 10 foot Access Easements are also shown on the recorded survey of Barrington Hall, Section No. 1, Phase No. 3, prepared by Waddle & Company, dated December 22, 1992, revised May 13, 1993, a copy of which is recorded in Plat Book 87, Page 544, Bibb County Deed Records).

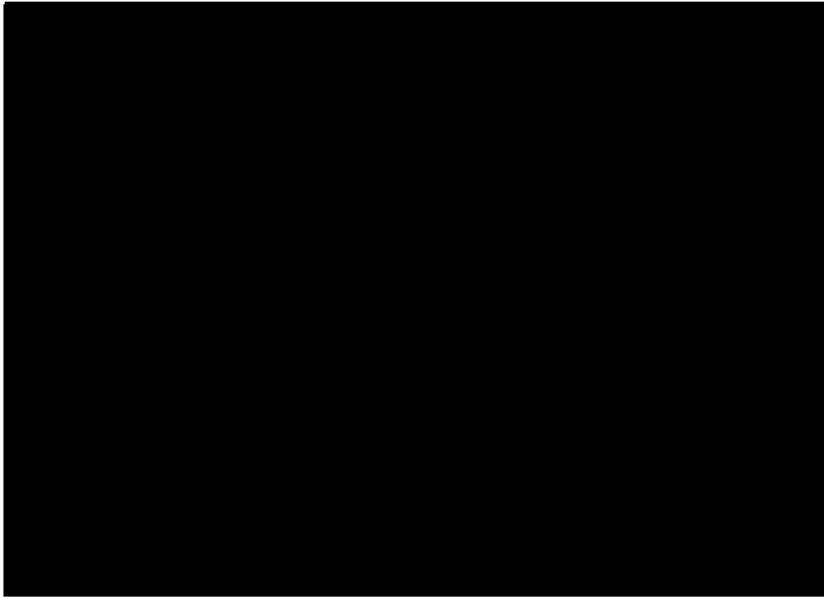
- (4) 10 foot Golf Cart Easements adjacent to the southerly boundary of Parcel No. 2 and along the northerly portion of Lot 2 through 12 (both inclusive) of the subdivision known as The Villas at Barrington Hall (which 10 foot Golf Cart Easements are also shown on the recorded survey of the Villas at Barrington Hall prepared by Donaldson, Garrett & Associates, Inc. dated November 19, 2001, a copy of which is of record in Plat Book 90, Page 399, Bibb County Deed Records).

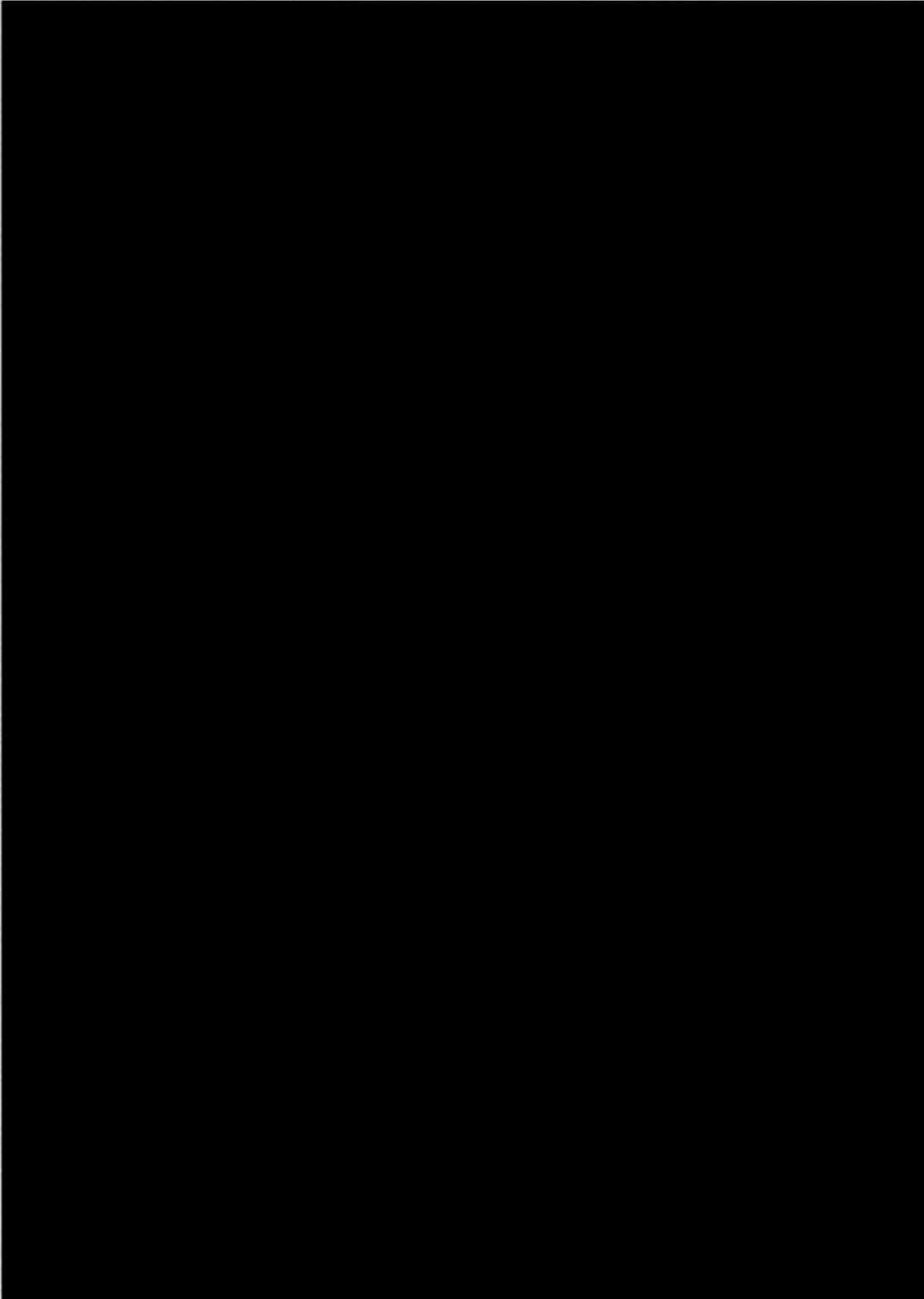
This property is known under the present system of numbering in Bibb County, Georgia as 104 Stoney Creek Drive, Macon, Bibb County, Georgia.

Property No. 2

ALSO, all that tract or parcel of land lying and being in Land Lot 132, of the 13th Land District of Macon-Bibb County, Georgia, being known and distinguished as Parcel 2-A of Barrington Hall Subdivision, containing 9.196 acres, more or less, being more particularly described according to plat of record in Plat Book 91, Pages 900 through 901, prepared by Theodore W. Waddle, G.R.L.S. No. 2139, which said plat is by this reference thereto incorporated herein for the purpose of a more particular and accurate description.

This property is known under the present system of numbering in Bibb County, Georgia as 550 Barrington Hall Drive, Macon, Bibb County, Georgia.





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: _____

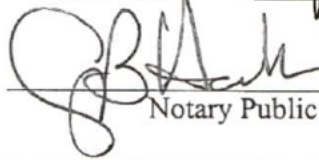
4-9-2026

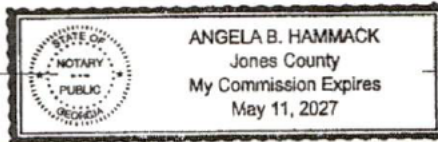
Business Name: _____

BH GOLF LLC

I hereby certify that Jeffrey W. Moody (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 9th day of April, 2026.


Notary Public



5-11-2027

My Commission Expires

Ownership/Individual Certification

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

Individual/Owner's Signature: _____

Date: _____

4-9-2026

(If different from Agent)

Title: _____

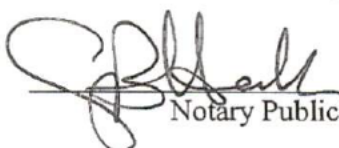
member

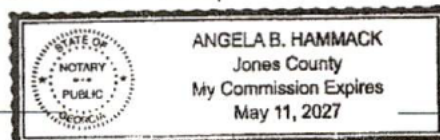
Business Name: _____

BH GOLF LLC

I hereby certify that Jeffrey W. Moody (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 9th day of April, 2026.


Notary Public



5-11-2027

My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: BH GOLF LLC dba Barrington Hall Golf Club

Business Address: 104 Stoney Creek Dr Macon, GA 31220

Instructions:

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

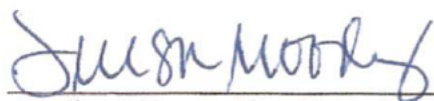
If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

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

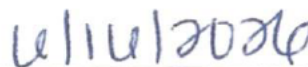
Definitions:

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

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



Applicant/Agent Signature



Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

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

3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
 - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames persecond;
 - 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: BH GOLF LLC DBA Barrington Hall
Business Address: 104 Stoney Creek Dr Golf Club
Macon GA 31220

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

 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.

Zeeshan Moody
 Applicant/Agent Signature

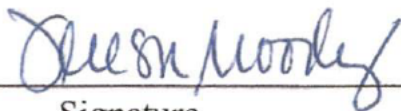
4/6/2024
 Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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



Signature

Teresa moody

Print Name

6/16/2020

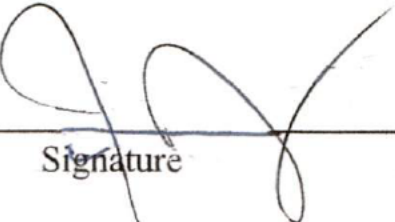
Date

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	Jeffrey Moody	6/16/2026
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: BH GOLF LLC
 Owner's Name: Teresa & Jeff Moody
 Address: 5816 Price Rd
macon, GA 31220

1. Do you own or are you leasing your business location? ☒ Own ☐ Lease
2. If you purchased the building, what was the final sale price as reflected in public records? \$ _____
3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?
 Please circle one: Relation, see below No Relation
-
-
-
4. If you are leasing the building, will your landlord be involved in the day to day business operations? Yes No
5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? Yes ☒ No
6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? Yes ☒ No
7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☒ Yes No

Teresa Moody

Printed Name of Person Completing Form

Teresa Moody

Signature of Person Completing Form

4/16/2026

Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

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

Business Name: BH GOLF LLC DBA Barrington Hall Golf Club

Business Address: 104 Stony Creek Dr Macon GA 31220

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

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

Deen Morley
Applicant/Agent Signature

4/16/2024
Date

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: BH GOLF LLC
Teresa Moody, member
2. Name of the subject of this Certificate, if different from the applicant:
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

BH GOLF LLC

Jeffrey W. Moody 50%

Teresa W. Moody 50%

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.

Teresa Moody
 Print and Sign Name Teresa Moody

Sworn to and subscribed before me this
9th day of April, 2026.

JB Ash
 Notary Public
 My commission expires: 5/11/2027



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Jeffrey W. Moody

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

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

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

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

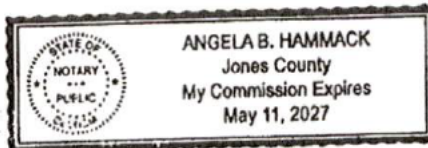
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent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

Print and Sign Name Jeffrey W. Moody

Sworn to and subscribed before me this 9th day of April, 2027.

Angela B. Hammack
Notary Public

My commission expires: 5/11/2027





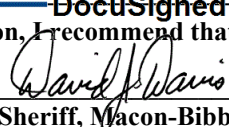
Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Jeffrey Moody – Fingerprints Completed: 06.18.2026

Business Name: BH Golf LLC DBA Barrington Hall Golf Club

Business Address: 104 Stoney Creek Dr Macon GA 31220

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		6/29/2026
Granted	 _____ Sheriff, Macon-Bibb County, Georgia	_____ Date
Denied	1C561778CDEE414... _____ Sheriff, Macon-Bibb County, Georgia	_____ Date

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

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



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 7/17/2026 (Date) Initial LB (Initials)

Comments

Legal recommends approval of this application.

Initials

Signed by: Shaniqua Hines
Stephanie Freeman, Administrative Office Specialist

ADDED TO THE AUGUST 4, 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.

\$ 1,800 Alcohol License Fees + \$400 Application Fee = \$ 2,200

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.

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

BUSINESS

Federal Tax ID #: 82-2359136 State Tax ID#: 20256547717
 Business Name: B + T Food Fresh Corporate and Trade Name: Brunson + Triplett Enterprises LLC.
 Local Business Address: 1425 Rocky Creek RD. macon, GA. 31206
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 1425 Rocky Creek RD. macon, GA. 31206
Street Address (City State Zip)
 Local Business Phone #: (478) 788-3054 Email Address: m62-5595@BTFOODFRESH.com
 Contact Person: STEVE SUMNER (STORE MANAGER) Contact Phone #: (478) 788-3054

AGENT

Agent's Name: Timothy S. Hartfield Agent's Title: Assistant STORE manager
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: [REDACTED] City: macon State: GA Zip: 31206
 Home Phone #: [REDACTED] Email: timothy-hartfield@yahoo.com
 Mailing Address: 1425 Rocky Creek RD 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: Clark Brunson Title: Owner
 Home Address: [REDACTED] City: Sylvania State: GA Zip: 30467
 Home Phone #: [REDACTED] Email: Clarkbrunson@btfoodfresh.com
 Mailing Address: P.O. Box 2069 City: Sylvania State: GA Zip: 30467

Rev. 12/24

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):	Clark Brunson		
Address	2851 Old Poor Robin Rd, Sylvania, GA 30467		
Sex	Race	Date of Birth	Social Security Number
Male	White		

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

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

Clark Brunson 5/5/2026
 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 Ill Info Received
☐	Sworn Criminal Justice Employment (Z) - State and Ill Info received

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

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

Agency Designee Signature and Title _____ Date _____

Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the B.C.S.O. 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):	John Triplett		
Address	107 East Lake Drive, Sylvania, GA 30467		
Sex	Race	Date of Birth	Social Security Number
Male	White		

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

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

Signature [Signature] Date 1-15-26

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
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☐	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 _____

Timothy

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):	<i>Timothy S. Hartfield</i>		
Address	<i>1425 Rocky Creek Rd. Macon, GA. 31206</i>		
Sex	Race	Date of Birth	Social Security Number
<i>M</i>	<i>W</i>		

This authorization is valid for 90 days from date of signature.

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

[Signature] *6-25-26*
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
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☐	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 _____

(A)

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: B & T FOOD FRESH

Printed Name of Applicant: Timothy S. Hartfield

*Signature of Applicant: [Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 25 DAY OF June, 2026.

Megan Foskey
 NOTARY PUBLIC

March 21, 2027
 MY COMMISSION EXPIRES



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

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.**

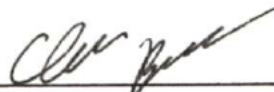
Please check only one option above and submit the required documents with your application. Please note that the failure to do so will result in a processing delay.

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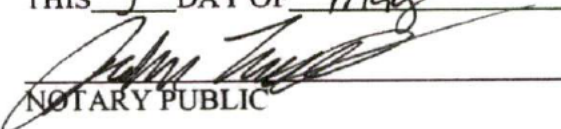
Business Name: Brunson & Triplett Enterprises LLC

Printed Name of Applicant: Clark Brunson

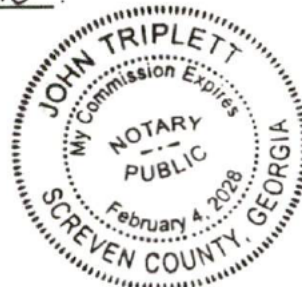
*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 5 DAY OF May, 2026.


 NOTARY PUBLIC

2-4-26
 MY COMMISSION EXPIRES



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

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: Brunson & Triplett Enterprises LLC

Printed Name of Applicant: John Triplett

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 15 DAY OF Jan, 2026.


 NOTARY PUBLIC

2-4-28
 MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: Timothy Hartfieldl

PROPOSED LICENSE: BEER and Wine PACKAGED TO GO

BUSINESS LOCATION: 1425 Rocky Creek Road, MACON, GA

BUSINESS NAME: B & T Food Fresh Markets

To Be Completed by County Engineer

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

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

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

4. Nearest corner of building housing the place of business to nearest corner of any known Vice Mart, Small Box Retail Store or Small Box Discount Store and found to be more than 2500'.
☐ Comply ☐ Does Not Comply ☒ X Not Applicable

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

Date: 6/4/20

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

APPLICATION FOR AFFIDAVIT

DATE 5/20/2020

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: B&T Food Fresh markets

LOCATION OF BUSINESS: 1425 Rocky Creek Rd macon

PERSON APPLYING FOR AFFIDAVIT: Timothy Hartfield (C/O B&T Food Fresh)

TELEPHONE 478-338-0000 478-788-3054

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!

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

B & T Food Fresh Market
 #1425 Rocky Creek Road
 6,000' — SCHOOL GROUND property line
 Southfield Elementary
 #4375 Bloomfield Drive
 6,300' — SCHOOL BUILDING
 Southfield Elementary
 8,400' — COLLEGE CAMPUS property line
 Central Georgia Technical College
 24,550' — ALCOHOLIC TREATMENT CENTER building
 River Edge - Fulton Mill Road
 3,100' — PUBLIC LIBRARY or BRANCH building
 Bloomfield Library
 5,700' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 Pendleton Homes
 3,100' — CHURCH (building)
 Houston Heights Baptist Church
 #4423 Teel Drive
 2,950' — CHURCH GROUNDS
 Houston Heights Baptist Church
 950' — M-B COUNTY RECREATION CENTER property
 Bloomfield - Shiloh Recreation Center
 N/A Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
 Applicant self-identifies as a:
 "Grocery Store"

JK!
 Paul J. Hoinowski
 June 2, 2026



AFFIDAVIT OF PUBLICATION

The Monroe County Macon Reporter

Covering Monroe and Bibb Counties

AFFIDAVIT OF PUBLICATION IN THE STATE OF GEORGIA COUNTY OF BIBB

Applicant: **John Triplett**

Business Name : B&T's Food Fresh

Business Address : 1425 Rocky Creek Rd

City, State, Zip : Macon, Georgia 31206

Consumed on or off premise: Off Premise

MALT BEVERAGE, WINE, LIQUOR: MALT BEVERAGE and WINE

GEORGIA BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR ALCOHOL LICENSE

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 02/03/2026 the undersigned will apply to said Macon Bibb County Commission for the above-described license(s) at an establishment known as **B&T's Food Fresh**

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.

04/15/2026

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

Will Davis Publisher

A handwritten signature in black ink, appearing to read 'Will Davis', is written over the printed name.

was published in the Monroe County/Macon Reporter on the following date(s):

04/15/2026 and 04/22/2026

Sworn to and subscribed before me this day 1st of May 2026

Lana Marie Seay Notary Public

My commission expires: 09/05/2028

A large, flowing handwritten signature in black ink, reading 'Lana Marie Seay', is written over the printed name.

**Lana Marie Seay
NOTARY PUBLIC
BIBB COUNTY, GEORGIA**





ZONING COMPLIANCE

PERMIT NO: ZC-2026-78	PERMIT TYPE: Permitted Use	DATE ISSUED: 03/11/2026
PARCEL NO: O1020206	ZONING DISTRICT: C-4	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Zach England Brunson & Triplett Enterprises LLC dba B&T's Food Fresh	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	1410 ROCKY CREEK RD AKA 1425 ROCKY CREEK RD	
PROPERTY OWNER'S NAME:	SIMCHAH MACON LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change the ownership of a grocery store and continue its operation as it is currently. Alcohol packaged to go is permitted with this application. Hours of operation will be Monday through Sunday, 7 am till 9 pm. 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: 03/11/2027

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.



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	BRUNSON & TRIPLETT ENTERPRISES, LLC	Control Number:	17085046
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Retail Trade	NAICS Sub Code:	Supermarkets and Other Grocery (except Convenience) Stores
Principal Office Address:	107 EAST LAKE DRIVE, SYLVANIA, GA, 30467, USA	Date of Formation / Registration Date:	8/2/2017
State of Formation:	Georgia	Last Annual Registration Year:	2027

REGISTERED AGENT INFORMATION

Registered Agent Name: **John Triplett**
Physical Address: **107 East Lake Drive, Sylvania, GA, 30467, USA**
County: **Screven**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Ownership Disclosure Form

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

Business:

Trade Name: B&T's Food Fresh Name of Corporation: Brunson & Triplett Enterprises LLC

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

Individual:

Name and Title: Clark Brunson - Owner Telephone Number: 912-978-0257

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

Residential Street Address: 2851 Old Poor Robin Rd, Sylvania, GA 30467

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

Mailing Address: PO Box 2069
(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 _____
 - ☐ Shareholder holding _____ % of all outstanding ownership interests.
- ☐ Publicly traded company
 - ☐ Corporate Officer: Yes _____ No _____
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____

Ownership Disclosure Form

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

Business:

Trade Name: B&T's Food Fresh Name of Corporation: Brunson & Triplett Enterprises LLC

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

Individual:

Name and Title: John Triplett - Owner Telephone Number: 912-687-4969

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

Residential Street Address: 107 East Lake Drive, Sylvania, GA 30467

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

Mailing Address: Po Box 2069 Sylvania GA 30467

(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 _____
 - ☐ Shareholder holding _____ % of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes _____ No _____
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Clark Last Name: Brunson
Home Address: 2851 Old Poor Robin City: Sylvania State: GA Zip: 30467
Home Phone #: 912-978-0257 Email: Clarkbrunson@btfoodfresh.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: PO Box 2069 City: Sylvania State: GA Zip: 30467

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

CERTIFICATION

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

[Signature] 5-5-26
Applicant's Signature Date

I hereby certify that Clark Brunson 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 5 day of May, 20 26.

[Signature]
Notary Public



2-4-28
My Commission Expires

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.

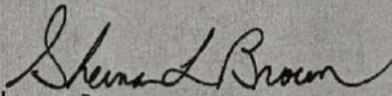
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

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 # 28790509

CARD # 29102610

ServSafe Alcohol® CERTIFICATE

CLARK BRUNSON

NAME

5/5/2026

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.



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.

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Executive Vice President, National Restaurant Association Solutions

Sherman Brown



This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.



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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Clark Brunson



AH001805

ALCOHOL HANDLER

EXP: 12/31/2026



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: John Last Name: Triplett
Home Address: 107 East Lake Dr City: _____ State: GA Zip: 30467
Home Phone #: 912-687-4969 Email: johntriplett@btfoodfresh.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: Po Box 2069 Sylvania GA 30467 City: Sylvania State: GA Zip: 30467

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

CERTIFICATION

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

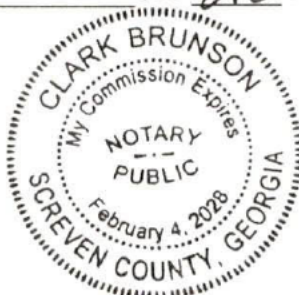
[Signature]
Applicant's Signature

1-15-26
Date

I hereby certify that John Triplett 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 Jan, 20 26

[Signature]
Notary Public



2-4-28
My Commission Expires

Rev. 7/202121

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.

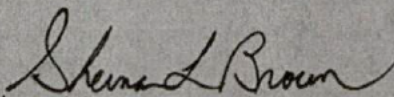
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By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

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 # 28226528
CARD # 28511114

ServSafe Alcohol® CERTIFICATE



JOHN TRIPLETT

NAME

1/15/2026

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

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

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Executive Vice President, National Restaurant Association Solutions

Sherman Brown



This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

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John Triplett



AH001806

ALCOHOL HANDLER

EXP: 12/31/2026



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: Timothy Last Name: Hartfield
Home Address: 1223 Hillridge Dr. City: macon State: GA. Zip: 31206
Home Phone #: 478-919-1543 Email: timothy-hartfield@ycchee.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 1425 Rocky Creek Rd. 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, money order/check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner's Office

CERTIFICATION

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

[Signature]
Applicant's Signature

6-25-26
Date

I hereby certify that Timothy S. Hartfield 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 25 day of June, 20 26.

[Signature]
Notary Public



March 21, 2027
My Commission Expires

Rev. 7/202121

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.

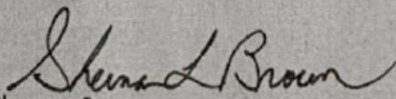
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By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

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 # 24611678

CARD # 29041969

ServSafe Alcohol® CERTIFICATE

TIMOTHY HARTFIELD

NAME

4/25/2026

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.



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

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Executive Vice President, National Restaurant Association Solutions

Sherman Brown



This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.



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Timothy Hartfield



AH000176

ALCOHOL HANDLER

EXP: 12/31/2026

ASSIGNMENT AND ASSUMPTION OF LEASE

Store 593

This ASSIGNMENT AND ASSUMPTION OF LEASE (this "Agreement") is made as of March 12, 2026 (the "Effective Date"), by and between HAC, INC., a Kansas corporation ("Assignor"), and BRUNSON & TRIPLETT ENTERPRISES, LLC d/b/a B&T's Food Fresh, a Georgia limited liability company ("Assignee").

A. Assignor is party to that certain Lease dated June 28, 1984, by and between Assignor (as successor-in-interest) and Simchah Macon, LLC (as successor-in-interest) ("Landlord") (as amended, the "Lease"), pursuant to which Landlord leases to Assignor the real property located at 1425 Rocky Creek Rd., GA 31206.

B. Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of January 23, 2026 (the "Purchase Agreement"). Except as otherwise defined in this Agreement, all capitalized terms used in this Agreement shall have the respective meanings set forth in the Purchase Agreement.

C. Pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, and transfer all of Assignor's right, title, and interest in the Lease and Assignee has agreed to purchase and accept the Lease and to assume the liabilities arising under the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of its right, title, and interest in, to and under the Lease. Assignee shall reimburse Assignor for any prepaid rent, taxes, and other amounts due under the Lease for periods after the Effective Date.

2. Assumption. Assignee hereby accepts the foregoing Assignment, transfer, conveyance, and delivery of the Lease and assumes all of Assignor's obligations and liabilities under the Lease. ASSIGNEE ACKNOWLEDGES AND AGREES THAT ASSIGNEE IS ASSUMING THE LEASE AND THE LEASED PREMISES ON AN AS-IS" "WHERE-IS" BASIS AND "WITH ALL FAULTS" WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM, OR ON BEHALF OF, ASSIGNOR.

3. Counterparts. This Agreement may be executed either manually or electronically (such as by DocuSign®) in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the parties. The signatures of all the parties do not need to be on the same counterpart for it to be effective. The exchange of executed counterparts or of executed signature pages by email or other electronic transmission shall constitute effective execution and delivery of this Agreement, and such counterparts may be used in lieu of the original for all purposes. Each party agrees that any electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures to the extent and as provided for under applicable law.

Signature Page Follows

This Assignment and Assumption of Lease is dated as of the date first stated above.

ASSIGNOR:

HAC, INC., a Kansas corporation

Signed by
Francis J. Archer

By: _____
565F39EACA744C8...

Name: Francis J. Archer

Title: Chief Executive Officer and President

ASSIGNEE:

BRUNSON & TRIPLETT ENTERPRISES, LLC d/b/a
B&T's Food Fresh, a Georgia limited liability company

By _____

Name: John Triplett

Title: Chief Financial Officer and Owner

This Assignment and Assumption of Lease is dated as of the date first stated above.

ASSIGNOR:

HAC, INC., a Kansas corporation

By: _____

Name: Francis J. Archer

Title: Chief Executive Officer and President

ASSIGNEE:

BRUNSON & TRIPLETT ENTERPRISES, LLC d/b/a
B&T's Food Fresh, a Georgia limited liability company

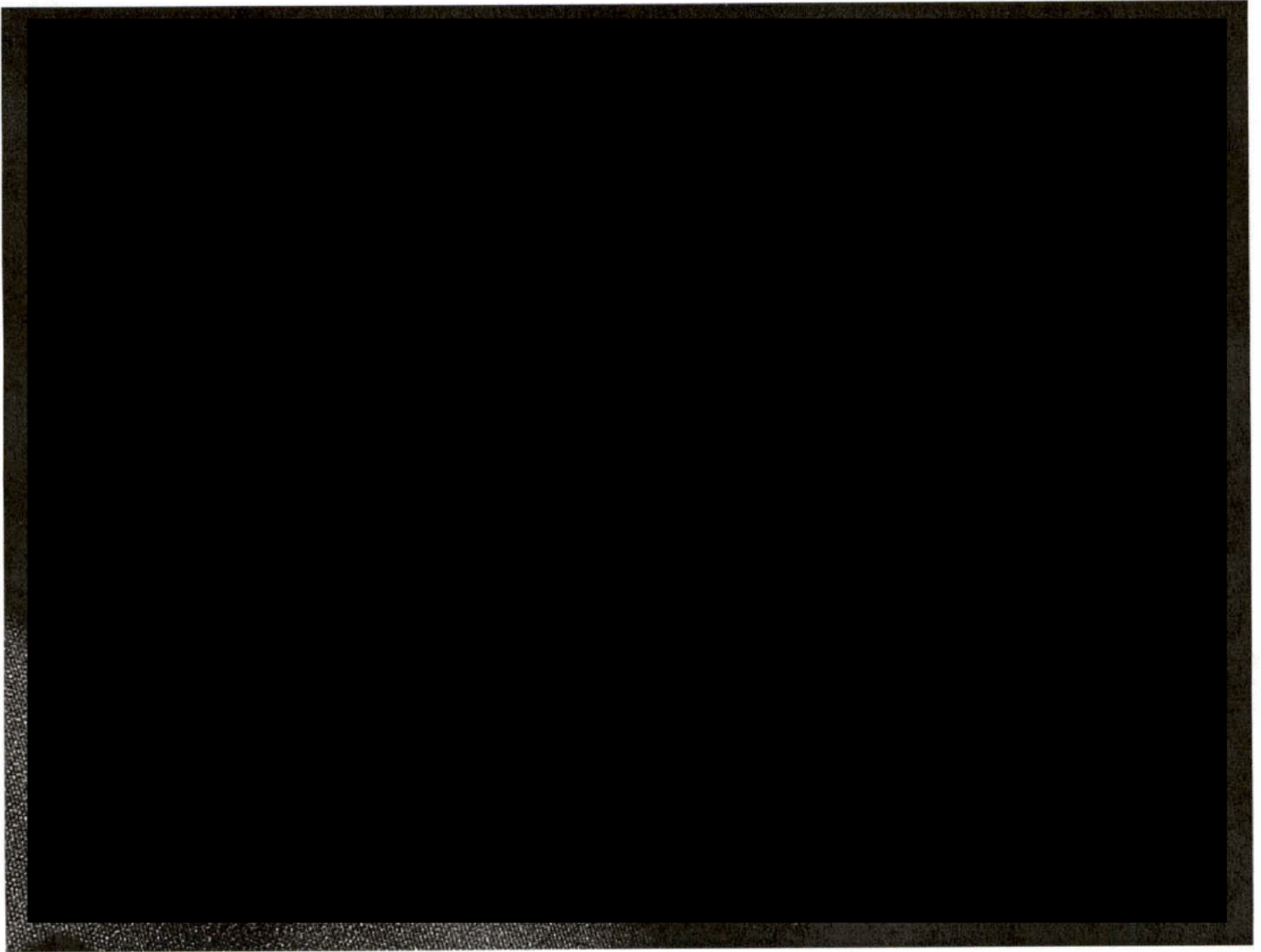
Signed by

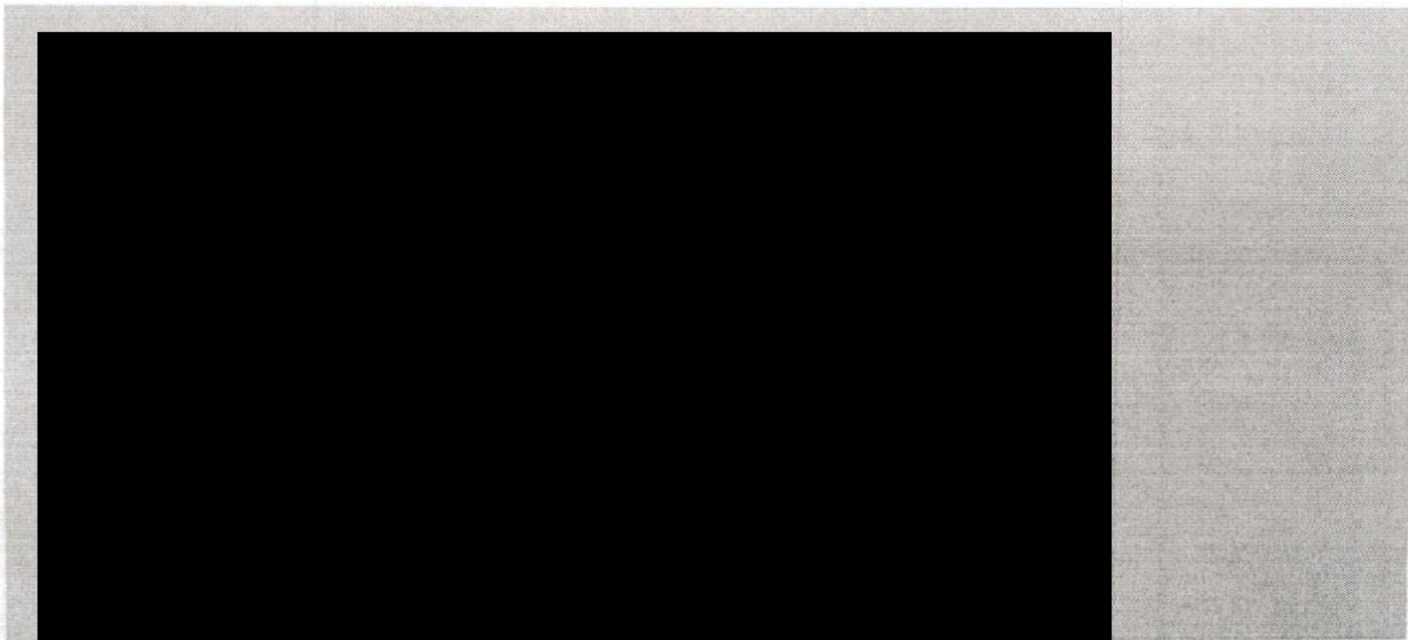
@ John Triplett

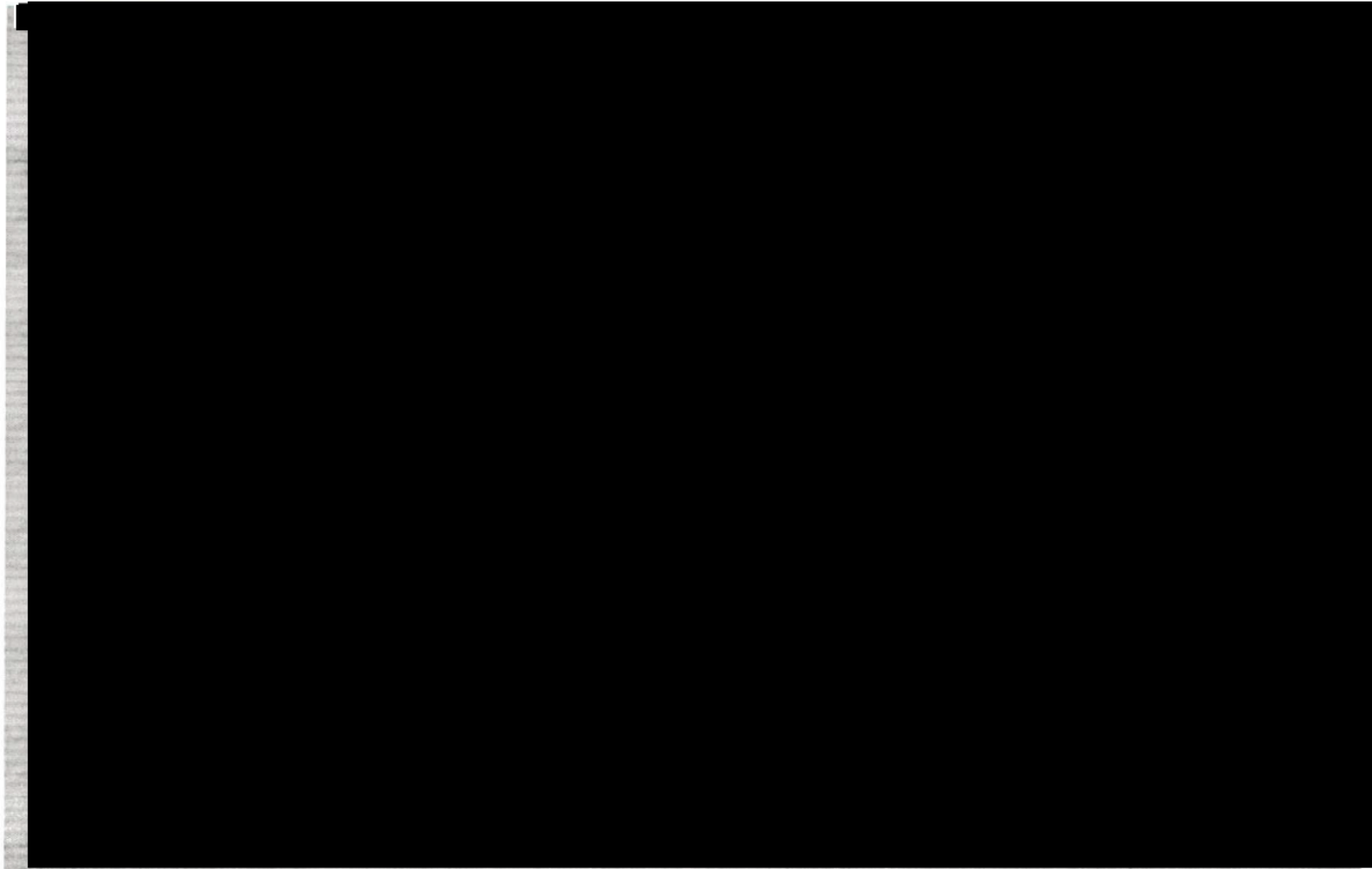
By _____

Name: John Triplett

Title: Chief Financial Officer and Owner







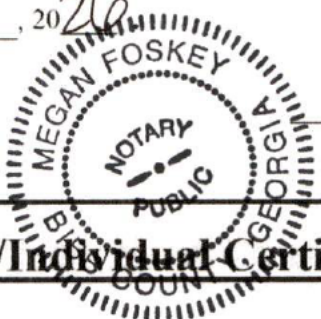
Agent Certification

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

Agent's Signature: [Signature] Date: 6-25-26

Business Name: B + T's Food Fresh

I hereby certify that Timothy S. Hartfield (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 25 day of June, 2026
[Signature] Notary Public

March 21, 2027
 My Commission Expires

Ownership/Individual Certification

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

Individual/Owner's Signature: [Signature] Date: 5-5-26
 (If different from Agent)

Title: CEO

Business Name: B + T's

I hereby certify that Clark Branson (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 5 day of May, 2026
[Signature] Notary Public

2-4-28
 My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: B&T's Food Fresh

Business Address: 1425 Rocky Creek 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.

- ☐ **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

5-8-26
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

Pursuant to Sec. 4-1 of the Madison 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. § 3-1-1.
2. Nightclub shall mean any business which:
 - Directly or indirectly employs or contracts with a person to perform as a dancer or entertainer;
 - Is licensed under the provisions of the Georgia Alcoholic Beverage Code for the sale of alcoholic beverages for consumption on the premises;
 - Provides entertainment consisting of the playing of pre-recorded music, the playing of live music, the presentation of a theatrical production, or a combination of the foregoing;
 - Which does not have a minimum seating capacity of 100 persons;
 - Which does not entertain or provide for the consumption of prepared meals.

If you are selling alcohol by the package to go, you must:

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

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

Pursuant to Sec. 4-10 of the Madison County Code of Ordinances,

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

If you are operating a bar or nightclub you must:

1. have a business that meet the requirements below;
2. call the Code Enforcement Office at 478-803-0470, select option "0" to schedule 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.

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

Pursuant to Sec. 4-10 of the Madison County Code of Ordinances,

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

Security Camera Compliance Verification Form

Rev. March 2021

Page 1 of 2

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

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

Business Name: B+T's Food Fresh

Business Address: 1425 Rocky Creek 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.

[Signature]
Code Enforcement Department Designee

6-23-26
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.

Steven Sumner
Applicant/Agent Signature

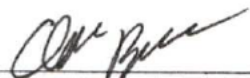
6-23-2026
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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



Signature

Clark Brunson

Print Name

5-5-2026

Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

John Triplett

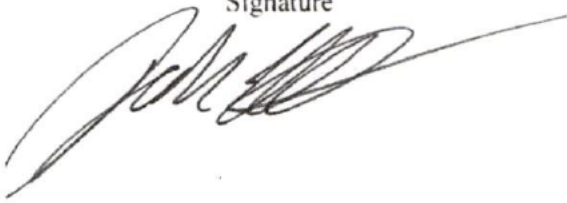
Signature

John Triplett

Print Name

1-15-26

Date



(1)

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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


Signature


Print Name


Date



Alcohol License Questionnaire

Name of Business: B&T's Food Fresh
 Owner's Name: Clark Brunson
 Address: 1425 Rocky Creek 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

Clark Brunson
 Signature

Clark Brunson
 Print Name

5-5-2026
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

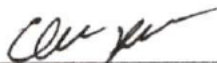
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: BOT FOODFRESH

Business Address: 1425 Rocky Creek 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



Applicant/Agent Signature

5-5-26

Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the Business Owner: Clark Brunson - Owner

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

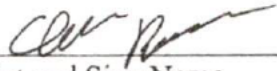
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

Clark Brunson 50% Owner John Triplett 50% Owner

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.

Clark Brunson 
Print and Sign Name

Sworn to and subscribed before me this

5 day of May, 2026


Notary Public
My Commission Expires: 2-4-26



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the Business Owner: John Triplett - Owner

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

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

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

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

Clark Brunson 50% owner John Triplett 50% owner

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.

John Triplett
Print and Sign Name

Sworn to and subscribed before me this

15 day of Jan, 2026.

[Signature]
Notary Public

My Commission Expires: 2-4-28



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the Business Owner: Timothy S. Hartfield Co-manager
 2. Name of the subject of this Certificate, if different from the applicant:

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

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

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

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

Timothy S. Hartfield

Print and Sign Name

Sworn to and subscribed before me this

25 day of June, 2026.

Megan Foskey
 Notary Public

My Commission Expires: 3/21/2027



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the Business Owner: Smichah Macon, LLC c/o Ackerman & Co
2. Name of the subject of this Certificate, if different from the applicant:
Brunson & Triplett Enterprises, LLC, d/b/a B&T's Food Fresh ("B&T's")
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

Baroukh Sasouness 100% Ownership

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.

Shakira White-Johnson Shakira White-Johnson as Owner Agent
Print and Sign Name

Sworn to and subscribed before me this
14th day of April, 2026

Nadine B. Schwartz
Notary Public

My Commission Expires: 10/31/2026





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: Clark Brunson

Business Name: Brunson & Triplett Enterprises LLC DBA B & T's Food Fresh

Business Address: 1425 Rocky Creek Rd Macon Ga 31206

After initial review, further consideration of this application is:

Recommended

Signed by:

Tanya D. Battle

7/22/2026

Deputy Tax Commissioner, Macon-Bibb County, Georgia

Date

Not

Recommended Deputy Tax Commissioner, Macon-Bibb County, Georgia

Date

DocuSigned by:

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

Granted

Sheriff, Macon-Bibb County, Georgia

7/27/2026

Date

Denied

Sheriff, Macon-Bibb County, Georgia

Date

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

Granted

Mayor, Macon-Bibb County, Georgia

Date

Denied

Mayor, Macon-Bibb County, Georgia

Date

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

Granted



Clerk of the Macon-Bibb County Commission, Georgia

Date

Denied



Clerk of the Macon-Bibb County Commission, Georgia

Date



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

Review Form

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

The following required documents are included in the application:

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

Legal Review _____ (Date) Initial
LB _____ (Initials)

Comments

Legal recommends approval.

Initials

_____ BSO Staff

ADDED TO THE MAY 2, 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 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.12/24

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

BUSINESS

Federal Tax ID #: 82-1296457 State Tax ID#: _____
 Business Name: Historic Capricorn Studios Manager, LLC Corporate and Trade Name: _____
 Local Business Address: 530 Martin Luther King Jr Blvd, Macon, GA 31201
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 530 Martin Luther King Jr Blvd, Macon, GA 31201
Street Address (City State Zip)
 Local Business Phone #: (478) 301-7625 Email Address: konrad_robert@mercer.edu
 Contact Person: Robert Frederick Konrad Contact Phone #: _____

AGENT

Agent's Name: Robert Frederick Konrad Agent's Title: Manager
 Date of Birth: _____ Social Security Number: _____
 Home Address: _____ City: Macon State: GA Zip: 31210
 Home Phone #: _____ Email: konrad_robert@mercer.edu
 Mailing Address: 930 N Macon Park Drive City: Macon State: GA Zip: 31210

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: The Corporation of Mercer University Title: Sole Managing Member
 Home Address: _____ City: Macon State: GA Zip: 31207
 Home Phone #: _____ Email: _____
 Mailing Address: 1501 Mercer University Drive City: Macon State: GA Zip: 31207

Rev. 12/24

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):	Robert Frederick Konrad		
Address	[REDACTED]		
Sex	Race	Date of Birth	Social Security Number
M	White	[REDACTED]	[REDACTED]

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

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

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

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

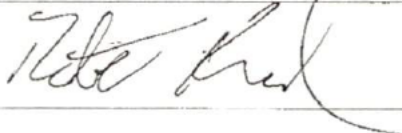
Please check only one option above and submit the required documents with your application. Please note that the failure to do so will result in a processing delay.

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 (c) (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.

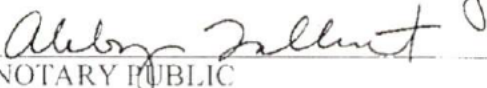
Business Name: Historic Capricorn Studios Manager, LLC

Printed Name of Applicant: Robert Frederick Konrad

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 6 DAY OF January, 2026.


 NOTARY PUBLIC

03/01/2026
 MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: Abby Tolbert

PROPOSED LICENSE: BEER , Wine and Melt Beverages
ONLY CONSUMED ON PREMISES

BUSINESS LOCATION: 530 MARTIN LUTHER KINGN JR BLVD

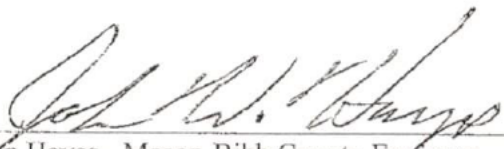
BUSINESS NAME: Historic Capricorn Studies Manager, LLC

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.

☒ Comply ☐ Does not comply

By:


John Hayes - Macon-Bibb County Engineer

Date:

1/2/22

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

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

Historic Capricorn Studios Manager, LLC

530 Martin Luther King Jr. Blvd.

4,700' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emory Hwy.

4,300' — MHA housing unit property line

1130 Oglethorpe Street

OK!

Paul J. Hornowski

December 29, 2025



AFFIDAVIT OF PUBLICATION

The Monroe County Macon Reporter

Covering Monroe and Bibb Counties

AFFIDAVIT OF PUBLICATION IN THE STATE OF GEORGIA COUNTY OF BIBB

Applicant: **Robert Konrad**

Business Name : Historic Capricorn Studios Manager, LLC

Business Address : 530 Martin Luther King Jr. Blvd

City, State, Zip : Macon, Georgia 31201

Consumed on or off premise: On Premise

MALT BEVERAGE, WINE, LIQUOR: MALT BEVERAGE and WINE

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR ALCOHOL LICENSE

Pursuant to the ordinance adopted by the Macon Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is here-by given that on or after the 02/03/2026, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as **Historic Capricorn Studios Manager, LLC**

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.

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.

Will Davis, Publisher

was published in the Monroe County/Macon Reporter on the following date(s):

01/07/2026 and 01/14/2026

Sworn to and subscribed before me this day 30th of April 2026

Lana Marie Seay Notary Public

My commission expires: 09/05/2028

**Lana Marie Seay
NOTARY PUBLIC
BIBB COUNTY, GEORGIA**





ZONING COMPLIANCE

PERMIT NO: ZC-2025-3468	PERMIT TYPE: Permitted Use	DATE ISSUED: 05/11/2026
PARCEL NO: R081-0047	ZONING DISTRICT: CBD-1	NEW CONSTRUCTION: No
NAME OF APPLICANT:	abby tolbert Historic Capricorn Studios Manager, LLC	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	540 MARTIN LUTHER KING JR BLVD AKA 530 MARTIN LUTHER KING JR BLVD	
PROPERTY OWNER'S NAME:	THE CORPORATION OF MERCER UNIVERSITY	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, conditional use permit issued in October 2019 (#19-21473) authorizing the operation of a recording studio and museum at the property, and other documents on file; approval is granted to change the ownership of Historic Capricorn Studios and continue its operation as it currently exists. Alcohol sales for on-premise consumption consistent with current operations are also granted with this approval. This approval shall also grant interior renovations if necessary. No outside storage, sales, or display are authorized with this approval. No change or addition of 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: 01/20/2027

APPROVED BY: *Will Finkelstein*

This permit or certificate of appropriateness authorizes construction, alteration, or other work on the specific parcel of land identified herein. Where an approved use requires a business license, this zoning permit shall be displayed at all times in conjunction with the business license. Issuance of this permit is expressly conditioned upon compliance with all applicable local, state, and federal laws, ordinances, rules, and regulations. All construction activities and land use conducted pursuant to this permit shall strictly conform to the plans, applications, and supporting documents submitted to and approved by the Macon-Bibb County Planning and Zoning Commission. This permit is issued exclusively for the property and the individual or legal entity named and confers no rights beyond those expressly granted. Except for permits issued for single-family residences or duplexes, any change in the individual or entity conducting the approved use shall require the submission and approval of a change of ownership application by the Commission. A change of ownership shall not authorize any expansion or modification of the approved use, nor shall it negate the requirement for compliance with all applicable regulations. The successor permit holder shall be bound by and subject to all conditions imposed under the original permit. This permit shall expire in accordance with the provisions of Section 27.26 of the Comprehensive Land Development Resolution.



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	Historic Capricorn Studios Manager, LLC	Control Number:	17043431
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	857 Orange Terrace, General Counsel, Macon, GA, 31201, USA	Date of Formation / Registration Date:	4/13/2017
State of Formation:	Georgia	Last Annual Registration Year:	2026

REGISTERED AGENT INFORMATION

Registered Agent Name: **Matthew R. Hall**
Physical Address: **1501 Mercer University Drive, Macon, GA, 31207, USA**
County: **Bibb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

STATE OF GEORGIA

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

Annual Registration

Electronically Filed
Secretary of State
Filing Date: 01/23/2026 10:51:58

BUSINESS INFORMATION

BUSINESS NAME : Historic Capricorn Studios Manager, LLC
CONTROL NUMBER : 17043431
BUSINESS TYPE : Domestic Limited Liability Company
ANNUAL REGISTRATION PERIOD : 2026

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 857 Orange Terrace, General Counsel, Macon, GA, 31201, USA
REGISTERED AGENT NAME : Matthew R. Hall
REGISTERED OFFICE ADDRESS : 1501 Mercer University Drive, Macon, GA, 31207, USA
REGISTERED OFFICE COUNTY : Bibb

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 857 Orange Terrace, General Counsel, Macon, GA, 31201, USA
REGISTERED AGENT NAME : Matthew R. Hall
REGISTERED OFFICE ADDRESS : 1501 Mercer University Drive, Macon, GA, 31207, USA
REGISTERED OFFICE COUNTY : Bibb

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Matthew R. Hall
AUTHORIZER TITLE : Registered Agent

Ownership Disclosure Form

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

Business:

Trade Name: _____ Name of Corporation: The Corporation of Mercer University
 If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: _____ Telephone Number: _____

Date of Birth: _____ Social Security Number: _____

Residential Street Address: _____

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

Mailing Address: _____

(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: _____



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: Robert Last Name: Konrad
Home Address: [REDACTED] City: macon State: GA Zip: 31210
Home Phone #: [REDACTED] Email: [REDACTED]
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: [REDACTED] City: macon State: GA Zip: 3610

- 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.

Applicant's Signature

Robert Konrad

10-21-25
Date

I hereby certify that Robert Konrad 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.

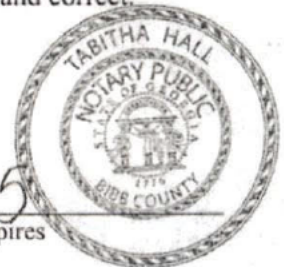
This 21 day of Oct, 2025.

Notary Public

[Signature]

My Commission Expires

12/14/25



LRKMLKRYUF5Y7



Certificate of Completion

This is to certify that

Robert Konrad

has completed the training course

ALCOHOL AWARENESS COURSE - MACON-BIBB

Tuesday, Oct 21 2025

Marshall Talley
Trainer





Robert Konrad



AH001644

ALCOHOL HANDLER

EXP: 12/31/2026

Return Recorded Document to:
Lisenby & Associates, LLC
PO Box 4101
Macon, GA 31208

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF BIBB

THIS INDENTURE made the 16th day of January, 2026, between **HISTORIC CAPRICORN STUDIOS, LLC**, a Georgia Limited Liability Company, as party of the first part, hereinafter called Grantor, and **THE CORPORATION OF MERCER UNIVERSITY**, a non-profit corporation of Bibb County, Georgia, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **ONE AND 00/100 DOLLARS (\$1.00)** and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee said property to wit:

All that tract or parcel of land lying and being in Square 44, Old City, Macon-Bibb County, Georgia, and being more particularly described as the "Studio Parcel" consisting of .23 acres, more or less, as depicted on that certain plat of Subdivisions Survey for Capricorn Lofts, LLC, prepared by Carl B. Levi, GRLS No. 2744, dated October 14, 2016, and recorded in Plat Book 94, Page 122, Clerk's Office, Bibb Superior Court.

TOGETHER WITH all the rights, members, and appurtenances to the said described property in anywise appertaining or belonging.

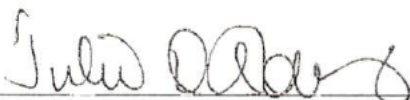
This instrument was prepared from information provided by the parties. Lisenby and Associates, LLC makes no representation as to title or accuracy.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantors have signed and sealed this deed, the day and year first above written.

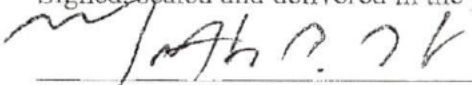
HISTORIC CAPRICORN STUDIOS, LLC

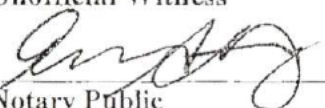
By: Historic Capricorn Studios Manager, LLC,
its Sole & Managing Member

By:  (SEAL)
Julia T. Davis, its Sole Manager

MAN

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public

My Commission Expires: 08/18/2029

Eunice A Perez
NOTARY PUBLIC
BIBB COUNTY, GEORGIA
My Commission Expires
08/18/2029

**MERCER MUSIC AT CAPRICORN
OPERATIONS AND MANAGEMENT AGREEMENT**

THIS OPERATIONS AND MANAGEMENT AGREEMENT (this "**Agreement**") is made and entered into as of January 16, 2026 (the "**Effective Date**"), by and between The Corporation of Mercer University (the "**OWNER**") and Historic Capricorn Studios Manager, L.L.C (the "**MANAGER**"). OWNER and MANAGER are collectively referred to herein as the "**Parties**" and individually as a "**Party**".

WITNESSETH:

WHEREAS, the OWNER owns the land and improvements at 530-536-540-548 Martin Luther King, Jr. Boulevard, Macon, Georgia 31201, which are designated as "Mercer Music at Capricorn" (the "**Property**"); and,

WHEREAS, the OWNER desires to retain the services of the MANAGER, and the MANAGER agrees to such retention of its services, pursuant to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Services.** The OWNER engages the MANAGER during the Term (as defined in Section 4 herein) to act as the sole and exclusive manager and operator of the Property (the "**Services**"). In connection therewith, the MANAGER shall have the right to enter into contracts related to the operation and/or management of the Property.

2. **General Responsibilities of MANAGER.**

- a. The MANAGER agrees to use its best effort in performing the Services.
- b. The MANAGER shall devote such time as may be reasonably necessary for the satisfactory performance of the Services.
- c. The MANAGER shall maintain sufficient personnel and support staff as necessary to effectively perform its obligations under this Agreement.
- d. The MANAGER shall comply with all applicable federal, state and local laws, rules and regulations in its performance of the Services under this Agreement.

3. **Compensation.** In consideration of the MANAGER's performance of the Services during the Term, the MANAGER shall be paid an annual fee of One Hundred Dollars (\$100.00). Unless otherwise agreed to in writing, no additional compensation shall be due the MANAGER for its performance of the Services.

4. **Term.** This Agreement shall be effective as of the Effective Date and shall continue thereafter until the OWNER sells the Property to a person or entity not affiliated with the Owner. (the "**Term**").

5. **Termination.** This Agreement may be terminated during the Term as follows:

- a. By the mutual agreement of the Parties; or,
- b. By any Party, if another Party materially defaults in its performance under this Agreement, and fails to cure such default within thirty (30) days after receiving notice thereof from a non-breaching Party.

6. **Ownership of Property.** The OWNER will at all times during the Term retain ownership of the Property as well as any and all fixtures, furniture, equipment and other items of personal property located therein (the "**Contents**"). Consequently, the OWNER shall be responsible for insuring the Property and the Contents, maintaining their condition, and paying all taxes associated therewith.

7. **Independent Contractor Status.** The MANAGER is retained as an independent contractor and not as an employee of the OWNER. The manner and method by which MANAGER performs its duties and obligations under this Agreement shall be left to the sole discretion of the MANAGER, and the OWNER shall not establish required routines or patterns for the MANAGER to perform its obligations under this Agreement. Nothing contained in this Agreement shall be deemed to create an employment, agency, franchise, or other relationship between the MANAGER and the OWNER for any purpose whatsoever, and no relationship is intended or created hereby other than the relationship of independent contractors. The MANAGER shall have no authority to act for or on behalf of the OWNER or to bind the OWNER to any contract on any matter without the express writing approval of the OWNER.

8. **Indemnification.**

- a. **Indemnification by MANAGER.** The MANAGER agrees to defend, indemnify and hold harmless the OWNER and its officers, directors, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "**Losses**") suffered by those parties, arising out of or in connection with any (i) negligent act or omission, or misconduct, on the part of MANAGER; or (ii) breach by MANAGER of any of its representations, covenants or agreements made herein.
- b. **Indemnification by OWNER.** The OWNER agrees to defend, indemnify and hold harmless the MANAGER and its members, managers, employees, agents, successors and assigns against any Losses suffered by those parties, arising out of or in connection with any (i) negligent act or omission, or misconduct, on the part of OWNER; or (ii) breach by

OWNER of any of its representations, covenants or agreements made herein.

- c. Survival. The obligations of the parties contained in this Section shall survive the termination or expiration of this Agreement.

9. Representations of Parties. Each Party hereby represents and acknowledges the following:

- a. The Party has read and understands this Agreement and the consequences thereof and each provision of this Agreement has been separately and independently negotiated by and between the Parties;
- b. The execution, delivery and performance of this Agreement by the Party has been duly authorized and will not conflict with or constitute a breach of or default under any contract, indenture, instrument, order or restriction by which such Party is bound; and,
- c. This Agreement constitutes the legal, valid and binding obligation of the Party and is enforceable against the Party in accordance with its terms.

10. Notices. Any notice required or permitted by the Agreement shall be in writing and shall be (a) delivered personally, effective on the date of delivery, (b) sent via overnight mail by a nationally-recognized overnight courier to be effective two (2) days following deposit, or (c) sent by certified or registered mail, postage prepaid, return receipt requested, to be effective three (3) days after deposit. Notices shall be addressed to the Party concerned at the address indicated below or at such other address as such Party may subsequently designate by like notice from time to time:

If to OWNER: The Corporation of Mercer University
1501 Mercer University Drive
Macon, GA 31207

If to MANAGER: Historic Capricorn Studios Manager, LLC
c/o The Corporation of Mercer University
1501 Mercer University Drive
Macon, GA 31207

11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether written or oral, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

12. Severability. If any portion or provision of this Agreement shall be held invalid under any applicable laws, then the remainder of this Agreement, or the application of such portion

or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **Waiver.** No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

14. **Amendments.** This Agreement may be amended, but only in writing, signed by the Parties hereto.

15. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia, without regard to its conflict of laws principles.

16. **Force Majeure.** No Party shall be liable for damages for any delay or failure in the performance of this Agreement resulting from any cause beyond its reasonable control, including but not necessarily limited to labor strikes, fire, acts of government, acts of regulatory agencies, or acts of God.

17. **Attorney's Fees.** In any litigation, arbitration, or other proceeding by which one Party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

18. **Section Headings.** The section headings in this Agreement are for convenience only and shall not limit or control the meaning of any provision of this Agreement.

19. **Construction.** Each Party acknowledges that it has participated in the negotiation and preparation of this Agreement and has had the opportunity to have its counsel review the document. Therefore, no Party shall be deemed to have drafted this Agreement, and the customary rule of construction resolving ambiguities in the language against the drafting party shall not apply.

20. **Successors and Assigns.** No Party shall assign its rights and obligations under this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, a Party may assign this Agreement to any of its affiliates which are directly or indirectly controlled by such Party or its parent owner without any such consent.

21. **Binding Effect.** This Agreement shall inure to the benefit of and bind the respective successors and assigns of the Parties hereto. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein, it being the intention of the Parties to this Agreement that the Agreement be for the sole and exclusive benefit of such Parties or such successors and assigns and not for the benefit of any other person.

22. **Time of the Essence.** It is expressly agreed by the Parties hereto that time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

OWNER:

THE CORPORATION OF MERCER UNIVERSITY

By: Julia T. Davis

Name: Julia T. Davis

Title: Senior VP for Administration & Finance

MANAGER:

HISTORIC CAPRICORN STUDIOS MANAGER, LLC

By: Julia T. Davis
Julia T. Davis, Its Sole Manager

MERCER MUSIC AT CAPRICORN
LEASED EMPLOYEE AGREEMENT

THIS LEASED EMPLOYEE AGREEMENT (this "Agreement") is made and entered into as of January 16, 2026 (the "Effective Date") by and between The Corporation of Mercer University ("Mercer") and Historic Capricorn Studios Manager, LLC ("Manager"). Mercer and Manager are collectively referred to herein as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, pursuant to an Operations and Management Agreement dated the same date hereof (the "Management Agreement"), Manager is serving as the sole and exclusive manager and operator of "Mercer Music at Capricorn," located at 530-536-540-548 Martin Luther King, Jr. Boulevard, Macon, Georgia 31201 (the "Property"); and,

WHEREAS, Manager is in need of Leased Employees (as defined herein) for its performance of the Management Agreement; and,

WHEREAS, Mercer agrees to provide Leased Employees to Manager, and Manager accepts such Leased Employees, pursuant to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Leased Employees.

- a. Definition. As used herein, the term "Leased Employee" means a Mercer employee temporarily placed with Manager pursuant to this Agreement.
- b. Services of Leased Employees. During the Term (as defined in Section 2 herein), Mercer shall provide to Manager one or more Leased Employees, as requested by Manager from time-to-time, who will assist with the operation and/or management of the Property for Manager.
- c. Manager's Duties to Leased Employees. It shall be Manager's responsibility to control, manage and supervise the work of the Leased Employees assigned to Manager.
- d. Mercer's Duties to Leased Employees. Mercer will provide to the Leased Employees their salary as well as any and all benefits; will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide workers' compensation insurance coverage; and will make all appropriate unemployment tax payments. Additionally, Mercer will provide the Leased Employee with all of its human resources needs.

2. **Term.** The term of this Agreement shall be effective as of the Effective Date and shall be coterminous with the Management Agreement.
3. **Termination.** This Agreement may be terminated during the Term as follows:
 - a. By the mutual agreement of the Parties; or,
 - b. By any Party, if another Party materially defaults in its performance under this Agreement, and fails to cure such default within thirty (30) days after receiving notice thereof from a non-breaching Party.
4. **Limitation of Liability.** Mercer does not warrant or guarantee that the Leased Employee(s) placed with Manager pursuant to this Agreement will produce any particular result or any solution for Manager's particular needs, or perform services in any particular manner. Accordingly, Manager acknowledges and agrees that Mercer is not responsible for any aspects of the Leased Employee(s)'s work. Because Manager is controlling, managing, and supervising the Leased Employee(s), Mercer shall not be liable for any costs, expenses, damages, obligations or losses arising from or in connection with the acts or omission of any Leased Employee assigned to Manager.
5. **Relationship of the Parties.** Manager and Mercer are each independent contractors. Nothing herein contained shall be construed to place the Parties in the relationship of principal and agent, master and servant, partners, or joint venturers.
6. **Representations of Parties.** Each Party hereby represents and acknowledges the following:
 - a. The Party has read and understands this Agreement and the consequences thereof and each provision of this Agreement has been separately and independently negotiated by and between the Parties;
 - b. The execution, delivery and performance of this Agreement by the Party has been duly authorized and will not conflict with or constitute a breach of or default under any contract, indenture, instrument, order or restriction by which such Party is bound; and,
 - c. This Agreement constitutes the legal, valid and binding obligation of the Party and is enforceable against the Party in accordance with its terms.
7. **Notices.** Any notice required or permitted by the Agreement shall be in writing and shall be (a) delivered personally, effective on the date of delivery, (b) sent via overnight mail by a nationally-recognized overnight courier to be effective two (2) days following deposit, or (c) sent by certified or registered mail, postage prepaid, return receipt requested, to be effective three (3) days after deposit. Notices shall be addressed to the Party concerned at the address indicated below or at such other address as such Party may subsequently designate by like notice from time to time:

If to Mercer: The Corporation of Mercer University
1501 Mercer University Drive
Macon, GA 31207

If to Manager: Historic Capricorn Studios Manager, LLC
c/o The Corporation of Mercer University
1501 Mercer University Drive
Macon, GA 31207

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether written or oral, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.
9. **Severability.** If any portion or provision of this Agreement shall be held invalid under any applicable laws, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
10. **Waiver.** No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
11. **Amendments.** This Agreement may be amended, but only in writing, signed by the Parties hereto.
12. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia, without regard to its conflict of laws principles.
13. **Force Majeure.** No Party shall be liable for damages for any delay or failure in the performance of this Agreement resulting from any cause beyond its reasonable control, including but not necessarily limited to labor strikes, fire, acts of government, acts of regulatory agencies, or acts of God.
14. **Attorney's Fees.** In any litigation, arbitration, or other proceeding by which one Party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.
15. **Section Headings.** The section headings in this Agreement are for convenience only and shall not limit or control the meaning of any provision of this Agreement.

16. **Construction.** Each Party acknowledges that it has participated in the negotiation and preparation of this Agreement and has had the opportunity to have its counsel review the document. Therefore, no Party shall be deemed to have drafted this Agreement, and the customary rule of construction resolving ambiguities in the language against the drafting party shall not apply.
17. **Successors and Assigns.** No Party shall assign its rights and obligations under this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, a Party may assign this Agreement to any of its affiliates which are directly or indirectly controlled by such Party or its parent owner without any such consent.
18. **Binding Effect.** This Agreement shall inure to the benefit of and bind the respective successors and assigns of the Parties hereto. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein, it being the intention of the Parties to this Agreement that the Agreement be for the sole and exclusive benefit of such Parties or such successors and assigns and not for the benefit of any other person.
19. **Time of the Essence.** It is expressly agreed by the Parties hereto that time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.
20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

MERCER:

THE CORPORATION OF MERCER UNIVERSITY

By: Julia T. Davis

Name: Julia T. Davis

Title: Senior VP for Administration & Finance

MANAGER:

HISTORIC CAPRICORN STUDIOS MANAGER, LLC

By: Julia T. Davis
Julia T. Davis, Its Sole Manager

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.

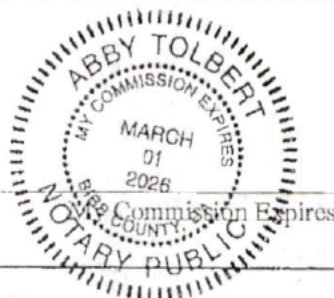
Agent's Signature: [Signature] Date: 1-6-26

Business Name: Historic Capricorn Studios Manager, LLC

I hereby certify that Robert Konrad (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 6 day of January, 2026.

[Signature]
Notary Public



Ownership/Individual Certification

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

Individual/Owner's Signature: [Signature] Date: 01/20/2026
(If different from Agent)

Title: Senior Vice President for Administration + Finance

Business Name: The Corporation of Mercer University

I hereby certify that Julia T. Davis (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 20 day of January, 2026.

[Signature]
Notary Public

Eunice A Perez
NOTARY PUBLIC
BIBB COUNTY, GEORGIA
My Commission Expires
08/18/2029

08/18/2029
My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Historic Capricorn Studios Manager, LLC

Business Address: 530 Martin Luther King Jr Blvd, Macon, GA 31201

Instructions:

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

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

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

Definitions:

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

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

Applicant/Agent Signature

Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

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

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

Business Name: Historic Capricorn Studios Manager, LLC

Business Address: 530 Martin Luther King Jr Blvd, 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

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

Robert Frederick Konrad

Print Name

1-6-26

Date



Alcohol License Questionnaire

Name of Business: Historic Capricorn Studios Manager, LLC
 Owner's Name: The Corporation of Mercer University
 Address: 530 Martin Luther King Jr. Blvd.
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? \$ 0
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
Historic Capricorn Studios Manager, LLC ("Capricorn") is a subsidiary of The Corporation of Mercer University. The holding company for Capricorn quitclaimed its interest to Mercer on 01/16/2026 & is the effective owner. Documentation of relationship is included with this filing.
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

Robert Konrad
 Print Name

5-1-26
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

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

Business Name: Historic Capricorn Studios Manager, LLC

Business Address: 530 Martin Luther King Jr Blvd, 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

Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the Business Owner: The Corporation of Mercer University, sole managing member

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

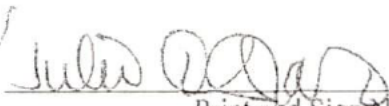
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

The Corporation of Mercer University - 100% owner and sole managing member of Historic Capricorn Studios Manager, 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.


Print and Sign Name

Sworn to and subscribed before me this

20 day of January, 2024.


Notary Public

My Commission Expires: 08/18/2029

Eunice A Perez
NOTARY PUBLIC
BIBB COUNTY, GEORGIA
My Commission Expires
08/18/2029

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the Property Owner: The Corporation of Mercer University

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

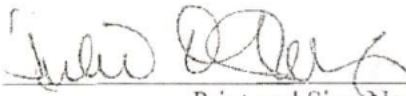
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

The Corporation of Mercer University

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

20 day of January, 2024.


Notary Public

My Commission Expires: 08/18/2029

Eunice A Perez
NOTARY PUBLIC
BIBB COUNTY, GEORGIA
My Commission Expires

Page 2 of 2 08/18/2029

Rev. April 2022
See O-22-0011



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

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Robert Konrad – Fingerprints completed 05/28/2026

Business Name: Historic Capricorn Studios Manager LLC

Business Address: 530 Martin Luther King Jr Blvd Macon GA 31201

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 _____ Sheriff, Macon-Bibb County, Georgia	6/9/2026 _____ Date
Denied	1C561778CDEE414... _____ Sheriff, Macon-Bibb County, Georgia	_____ Date

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 _____ Mayor, Macon-Bibb County, Georgia	7/20/2026 _____ Date
Denied	_____ Mayor, Macon-Bibb County, Georgia	_____ Date

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



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 6/12/2026 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

Signed by:
shelby lynn nichols
BBEDC2497572498
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 ANDREA COOKE |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO ENTER AN AGREEMENT WITH 1 ACCORD TECHNOLOGIES, LLC, IN THE AMOUNT OF \$206,580.49 FOR RECREATION DEPARTMENT NETWORK INFRASTRUCTURE IMPROVEMENTS, TO BE PAID FROM THE SPLOST 2025 FUND – RECREATION – IT UPGRADE – PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Recreation Department is in need of network infrastructure improvements; and

WHEREAS, Macon-Bibb County utilizes Cisco Systems, Inc. for the hardware and software necessary for these upgrades, which are available under Statewide Contract # 99999-SPD-T20120501-0006, a cooperative purchasing agreement allowing for favorable pre-negotiated pricing and faster processing times than other competitive purchasing mechanisms; and

WHEREAS, 1 Accord Technologies is a licensed retailer of the Cisco Systems, Inc. hardware and software for these upgrades, under Georgia Statewide Contract # 99999-SPD-T20120501-0006, for networking equipment and I.T. infrastructure products; and

WHEREAS, utilization of cooperative purchasing is authorized under Macon-Bibb County Code of Ordinances Sec. 19-8; 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 Macon-Bibb County Commission hereby approves the Mayor to enter into an agreement or purchase order with 1 Accord

Technologies, LLC, in the amount of TWO HUNDRED SIX THOUSAND, FIVE HUNDRED EIGHTY DOLLARS AND 49/100 CENTS (\$206,580.49), for network infrastructure improvement hardware and software at the Macon-Bibb County Recreation Department, to be paid from the SPLOST 2025 Fund – Recreation – IT Upgrade – Property line item.

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

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

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

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

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

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

APPROVED AND ADOPTED this _____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

T:\RES MACON-BIBB\2026 Miller Authorizing PO to 1 Accord for Network Upgrades to Recreation - \$206,580.49-7-28-2026.docx



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WILLIAMS COMMUNICATIONS, INC., FOR THE CONSTRUCTION OF A NEW ROOFTOP COMMUNICATIONS SITE AT ATRIUM HEALTH NAVICENT IN THE AMOUNT OF \$1,635,721.82, TO BE PAID FROM THE SPLOST 2025 FUND – PUBLIC SAFETY – PUBLIC SAFETY OTHER – PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County desires to expand its public safety communications network through the deployment of a new rooftop radio site at Atrium Health Navicent; and

WHEREAS, a new rooftop radio site will enhance radio coverage, improve system reliability, strengthen mission-critical communications through the service area, integrate the new site into the existing microwave ring, and provide a backup wireless radio connection to the 911 Center and the Land Mobile Radio (“LMR”) network; and

WHEREAS, Williams Communications, Inc., has familiarity with the Macon-Bibb County radio communications system; and

WHEREAS, Williams Communications, Inc. has agreed to perform the required services for a total cost of \$1,635,721.82; and

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

WHEREAS, the Macon-Bibb County Commission desires to approve the hiring of Williams Communications, Inc. to perform the aforementioned services; and

WHEREAS, Procurement concurs with this award; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement or purchase order with Williams Communications, Inc., for the deployment of a new rooftop radio site at Atrium Health Navicent as provided in the Proposal, attached hereto and incorporated herein by reference as Exhibit A, in the amount of ONE MILLION, SIX HUNDRED THIRTY-FIVE THOUSAND, SEVEN HUNDRED TWENTY-ONE DOLLARS and 82/100 CENTS (\$1,635,721.82), to be paid from the SPLOST 2025 Fund – Public Safety – Public Safety Other – Property line item, in a form to be approved of by the County Attorney’s Office.

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

(SEAL)

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

T:\RES MACON-BIBB\2026 Miller Authorizing Professional Services Agreement with Williams Communications - \$1,635,721.82 -7-29-2026.docx

EXHIBIT A



WILLIAMS
COMMUNICATIONS, INC
WIRELESS TECHNOLOGIES

Please Submit Purchase Orders and Disbursement Orders to: sales@wmscom.com
Williams Communications, Inc | 5046 Tennessee Capital Blvd | Tallahassee, FL 32303
Tyler Carroll | tearroll@wmscom.com | 850.251.0191

ID	Description	Allied	AtriumHealth	Town Creek	911	Common	Total
1	Shelter		\$ 164,632.00				\$ 164,632.00
2	Platform		\$ 163,475.00				\$ 163,475.00
3	LMR Equipment		\$ 582,484.06				\$ 582,484.06
	Core License		\$ 11,150.00				\$ 11,150.00
4	LMR Antenna System		\$ 109,011.33				\$ 109,011.33
5	Microwave		\$ 54,355.00	\$ -	\$ 38,385.20		\$ 92,740.20
6	Antenna System	\$ -	\$ 46,827.40	\$ 36,317.60	\$ 11,300.80		\$ 94,445.80
7	DC System		\$ 25,130.56				\$ 25,130.56
8	MPLS		\$ 10,490.68				\$ 10,490.68
9	FCC Licensing	\$ 1,485.00	\$ 13,390.00	\$ 1,687.50	\$ 1,687.50		\$ 18,250.00
10	Factory Services					\$ 20,018.60	\$ 20,018.60
11	Spares					\$ 17,008.60	\$ 17,008.60
12	LMR System Install		\$ 39,780.00				\$ 39,780.00
13	HVAC Relocation		\$ 9,250.00				\$ 9,250.00
14	Antenna Installation	\$ 3,000.00	\$ 23,357.50	\$ 23,357.50	\$ 6,250.00		\$ 55,965.00
16	PM, SE, Installation					\$ 218,381.00	\$ 218,381.00
17	Tower Structural Analysis			\$ 8,000.00			\$ 8,000.00
18	Discount					\$ (12,491.00)	\$ (12,491.00)
19	Shipping					\$ 8,000.00	\$ 8,000.00
							\$ -
							\$ -
	Per Site Total	\$ 4,485.00	\$ 1,253,333.52	\$ 69,362.60	\$ 57,623.50	\$ 250,917.20	\$ 1,635,721.82



WILLIAMS
COMMUNICATIONS, INC.
WIRELESS TECHNOLOGIES

Payment Terms

Macon-Bibb will make payments to Williams Communications, Inc. within thirty (30) days after the date of each invoice. Macon-Bibb will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution in accordance with the following milestones.

1. 50% Due with Contract Execution
2. 30% Payment due on Shipment of Materials
3. 20% Upon System Acceptance

Assumptions/Clarifications

1. The price per site already includes one mobilization/demobilization for the radio 2-men team. If additional mobilization is needed, it will be billed per occurrence (not per site).
2. A mobilization/demobilization will apply if the Customer FTP testing does not take place while technicians are mobilized.
3. Sites can be accessed from 7am-7pm M-F if needed.
4. Site access keys or codes shall be provided before installation start.
5. Ground sources are assumed to exist and meet Public Safety Grounding Standards. Williams will be installing all new equipment in compliance to Public Safety Grounding standards.
6. DC power is assumed to exist and meet industry standards.
7. AC Power is available at all sites.
8. All ladder rack and ice bridges are installed.
9. Entry ports are available for all waveguide entering the shelter.
10. All civil work is to be completed prior to mobilization to a specific site.
11. Sites are free from all federal and state protected wildlife.
12. There is available room on the tower for the proposed equipment and the tower can hold all proposed loading.
13. Equipment and Materials are stored within 30 miles of the project.



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING THE WITH GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE DEVELOPMENT OF A PEDESTRIAN BRIDGE OVER THE OCMULGEE RIVER AND THE ACCEPTANCE OF THE SAME BY MACON-BIBB COUNTY FOR INCORPORATION INTO THE OCMULGEE HERITAGE TRAIL; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Ocmulgee Heritage Trail (“OHT”) is a 12.5 mile greenway trail linking the Ocmulgee Mounds National Historical Park to Downtown Macon, Rose Hill Cemetery and Amerson River Park; and

WHEREAS, Macon-Bibb County and partnered with Newtown Macon, Inc., to develop and improve the OHT to provide a connecting thread through Macon by which residents and visitors to enjoy the cultural, environmental, and historical resources in the city; and

WHEREAS, in order for trail-users to be able to traverse the entire length of the OHT without having to cross busy roads near downtown it is necessary to incorporate a pedestrian bridge into the trail; and

WHEREAS, the Georgia Department of Transportation (“GDOT”) is willing to assist with the required infrastructure, through the development of “Bridge 10 MOD” (the “bridge”) across the Ocmulgee Rivers as a pedestrian bridge and the transfer of the bridge to Macon-Bibb County for incorporation into the OHT; and

WHEREAS, the bridge had originally been intended for demolition, but upon request by Macon-Bibb County, GDOT determined to leave the bridge in place for incorporation into the OHT to promote recreation along the trail and a safe pedestrian alternative for crossing the Ocmulgee River; and

WHEREAS, upon taking ownership of the bridge, Macon-Bibb County will be taking responsibility for the maintenance and management of the bridge, including utility costs and operations; 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 enter into a Memorandum of Agreement with the Georgia Department of Transportation for the development and transfer of a pedestrian bridge over the Ocmulgee River for incorporation into the Ocmulgee Heritage trail, with such Memorandum of Understanding being 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.

APPROVED AND ADOPTED this ____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

*J:\RES MACON-BIBB\2026 Miller Authorizing MOU with GDOT for Transfer of Pedestrian Bridge over Ocmulgee
to be added to te OHT - 6-15-26.docx*

EXHIBIT A



Russell R. McMurry, P.E.,
Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

April 24, 2026

PI No. 311005-, 0012701, Bibb County
I-16 EB FROM I-75 TO WALNUT CREEK - Phase IV
I-16 WB FROM I-75 TO WALNUT CREEK - Phase V

Honorable Lester M. Miller
Mayor, Macon-Bibb County
700 Poplar Street
P.O. Box 247
Macon, GA 31202

Dear Mayor Miller:

Attached is the Memorandum of Understanding (MOU) detailing the Macon-Bibb County's commitment to assume ownership of Bridge 10 MOD and its associated trail connections of the Ocmulgee Heritage Trail at the conclusion of construction for the subject I-16/I-75 Interchange projects mentioned above and described in Article III of the MOU.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the agreement has been fully executed by the Georgia Department of Transportation, Macon-Bibb County will receive a notification from CATS that an electronic copy of the executed agreement is available and can be downloaded for your project file.

If you have any questions about items contained in this agreement, please contact the District 3 Program Manager, Cherral Dempsey, at (404) 631-1154.

Sincerely,

A handwritten signature in blue ink that reads "Kimberly W. Nesbitt".

Kimberly W. Nesbitt
State Program Delivery Administrator

Handwritten initials "CCB" and a signature "C. Dempsey" in blue ink.
KWN:CCB:CMD
Attachment(s)

cc: Honorable Cathy Williams, State Transportation Board Member - Congressional District 2
Albert V. Shelby, III, Director of Program Delivery
Tyler Peek, District 3 Engineer
Rubin McCullors, District 3 Construction Manager
Adam Smtih, District 3 Preconstruction Engineer
Harland Smith, District 3 Planning & Programming Liaison

MEMORANDUM OF UNDERSTANDING

By and Between

Department of Transportation

State of Georgia

And

Macon-Bibb County

REFERENCE NUMBER: N/A

PROJECT IDENTIFICATION NUMBER: 311005-, 0012701

PROJECT DESCRIPTION: PI# 311005- I-16 EB FROM I-75 TO WALNUT CREEK - PHASE IV

PI# 0012701 I-16 WB FROM I- 75 TO WALNUT CREEK - PHASE V

ARTICLE I – RECITALS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter sometimes referred to as the “MOU”) is made and entered into this _____ day of _____, 20____, by and between the Department of Transportation, an agency of the State of Georgia [hereinafter called the “Department”] and the _____ [hereinafter called the “Local Government(s)”. The Department and the Local Government(s) may be referred to individually, as the “Party” or collectively, as “Parties”.

WHEREAS, the Department in accordance with Section 32-2-2(5) of the Official Code of Georgia Annotated has the authority to “negotiate, let, and enter into contracts with the Georgia Highway Authority, the State Road and Tollway Authority, any person, any state agency, or any county or municipality of the state for the construction or maintenance of any public road or any other mode of transportation or for the benefit of or pertaining to the department or its employees in such manner and subject to such express limitations as may be provided by law”; and

WHEREAS, the Local Government wishes to cooperate with the Department in its effort to improve the Local Government’s roadway(s) as is further defined in ARTICLE III, DESCRIPTION, hereinafter sometimes referred to as the “Road Improvement Project” or “Project”, under the terms and conditions as set forth herein below; and

WHEREAS, the Road Improvement Project includes the bridge, “Bridge 10 MOD”, that traverses over Ocmulgee River located south of the I-16 crossing (the “Bridge”) and its associated trail connections of the Ocmulgee Heritage Trail; and

WHEREAS, the Local Government requested that the Department leave the Bridge in place, instead of demolishing the Bridge as originally planned, as part of the Road Improvement Project for the purpose of the Local Government converting the Bridge to a pedestrian trail; and

WHEREAS, the Department has determined that the Local Government’s request is appropriate, subject to the Department’s review and approval of its finalized design plans; and

Memorandum of Understanding

WHEREAS, the Department and the Local Government agree that the Local Government retains full ownership and responsibility, including, but not limited to, maintenance, operations and utilities accommodation(s), of the roadway(s) detailed in ARTICLE III, DESCRIPTION during and after any Road Improvement Project performed by either the Department or the Department's contractor, with the exception of the maintenance activities during construction; and

WHEREAS, the authorization for the regulation of utility encroachments by the Department are contained in Section 32-6-174 of the Official Code of Georgia Annotated, which states in part that "[T]he department may promulgate reasonable regulations governing the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, tracks, traffic and other such signals, and other equipment and appliances of any utility in, on, along, over, or under any part of the state highway system or any public road project which the department has undertaken or agreed to undertake or which has been completed by the department pursuant to its authority."; and

WHEREAS, the Department and the Local Government(s) agree that the Department has promulgated reasonable regulations governing utility accommodation in, on, along, over, or under any part of the designated road project which the Department has undertaken which are advantageous to all parties hereto, as well as to the traveling public; and

WHEREAS, the Parties are permitted to enter into intergovernmental contracts pursuant to Article IX, Section III, Paragraph I(a) of the Constitution of the State which provides, in pertinent part, as follows:

“[t]he state, or any institution, department, or other agency thereof, and any . . . or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide. . .”; and

WHEREAS, the Department and the Local Government(s) have each found and determined that the undertakings contemplated herein are in their mutual interest and in the best interest of and for the benefit of the State.

NOW THEREFORE, in consideration of the forgoing and the mutual covenants contained herein, it is agreed by and between the Department and the Local Government(s) that:

The above “Whereas” clauses are hereby incorporated by reference as though fully set forth herein.

ARTICLE II – ROLES AND RESPONSIBILITIES

A. Ownership: The Local Government(s) will retain jurisdictional, as well as maintenance, utility, and operational authority over the existing roadway(s) and facilities which are a part thereof. The Local Government(s) will accept all right, title and interest for the roadway(s) either improved or newly constructed upon completion of the Project. **Said section(s) of roadway are defined in the DESCRIPTION, under ARTICLE III.**

B. Maintenance: During the period of construction, the maintenance of the roadway will be performed by either the Department or the Department's contractor. After construction of the Roadway

Memorandum of Understanding

Improvement Project, the Local Government(s) will fully maintain, as may be required by law, the roads and/or streets within their respective jurisdictions and within the limits of their rights-of-way of the roadway. The Local Government(s) will operate, maintain, or cause to be maintained, the roadway at their expense. Maintenance is the preservation of the entire roadway including, but not limited to, the surface, shoulders, the roadside, sidewalks, environmental features, structures, erosion control measures, and such traffic control devices that are necessary for its safe and efficient use.

- C. **Utilities:** The Local Government(s) will remain the permitting agency responsible for all utilities of said roadway(s) and all of the facilities thereof, without cost or expense to the Department or the State. The Local Government(s) will coordinate with the Department before any new permits are issued during the life of this MOU.

Utilities that are within the construction limits of the proposed right-of-way will be moved or adjusted according to 23 C.F.R. 645A, subject to project agreement requirements. The relocation or adjustment will be arranged, and if costs are involved, paid for by the Local Government(s) unless otherwise specified in the Project Framework Agreement, a binding legal agreement between the Department and the Local Government which contains straightforward project phase participation commitments. Required arrangements for utility relocations, adjustments and accommodation plans will be completed before the Department advertises for a construction contract.

D. **Right-of-way:**

☐ **This construction project intersects (i.e., at grade, above or below) the State Highway System.** The Department reserves the right to retain the right-of-way on short sections of the Local Government(s)'s roadway(s). The right-of-way may extend beyond the radius return for at-grade roadways and/or to the existing or adjusted limited access rights when so designated. The Local Government agrees to Quit Claim to the Department those portions, access rights or sections of their roadway(s) deemed necessary by the Department for seamless traffic transitions at the completion of the Road Improvement Project.

☐ **This construction project does not intersect (i.e., at grade, above or below) the State Highway System.**

- E. **Claims and Liability:** To the extent permitted by applicable law, the Local Government(s) agrees to indemnify and hold harmless the Department from all suits, claims for damages, or causes of action brought on account of the Local Government(s)'s failure to perform those maintenance activities or any other tasks associated with the roadway(s) except during the period of construction by the Department or the Department's contractor.

- F. **Change in Roadway Designation and Mileage:** Upon completion and acceptance of the Project by the Department, the Local Government(s) will designate any newly constructed roadway(s) as either a County Road or City Street, as appropriate, and accept the mileage into their roadway system.

Memorandum of Understanding

- G. **Access:** The Local Government(s) will remain the permitting agency responsible for access control of said roadway(s) and all of the facilities thereof, without cost or expense to the Department. The Local Government will inform the Department of any new permits approved during the life of this MOU.
- H. **Information and Records Provided to the Department:** Upon request, the Local Government(s) will provide the Department with the following information and records for any existing roadway(s), as applicable, to the extent that they are available, at no cost or expense to the Department:
1. Utility, drainage, access driveway, sign advertising and limited use permits
 2. As-built construction plans and records
 3. Bridge inspection reports and ratings
 4. Photo and video logs, aerial photos, right-of-way maps and parcel files
 5. Road Inventory data
 6. Pavement condition ratings
 7. Signal files including timing sequence and repair history
 8. Accident reports and statistics
 9. Traffic data
 10. Any other available data or documentation which may be requested by the Department

The Department may provide any or all of this information to the Department's contractors as Reference Information Documents. Neither the Department nor the Local Government(s) makes any representation or guarantee as to the accuracy, completeness, or fitness of the Reference Information Documents. GDOT is making the Reference Information Documents available to Proposers for the sole purpose of providing information in the possession of GDOT, regardless of whether such information is accurate, complete, pertinent, or of any value.

- I. The Local Government understands and agrees that the future pedestrian trail project is an endeavor separate and apart from the Road Improvement Project. The Local Government shall bear 100% of all costs and expenses associated with this future local project. The Department will have no further involvement with this future local project beyond the requested retention of the Bridge and its associated trail connections of the Ocmulgee Heritage Trail.

ARTICLE III – DESCRIPTION

Local Government:	Macon-Bibb County
County Road or City Street (Name and Route Number):	N/A
From:	N/A
To:	N/A
Total Mileage:	N/A
Description of Road Improvement	PI# 311005- I-16 EB FROM I-75 TO WALNUT CREEK - PHASE IV

Memorandum of Understanding

Project:	PI# 0012701 I-16 WB FROM I-75 TO WALNUT CREEK - PHASE V Bridge 10 MOD over Ocmulgee River located south of the I-16 crossing and its associated trail connections of the Ocmulgee Heritage Trail
Comments:	N/A

ARTICLE IV - GENERAL PROVISIONS

- A. **Term of MOU:** This MOU shall commence on the date first written above and shall remain in effect until completion of said Road Improvement Project by the Department. The Department reserves the right to cancel the Road Improvement Project at any time by written notice to the Local Government(s).
- B. **No Third Party Beneficiaries; No Assignments:** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits whatever under or by reason of this MOU. Neither party may assign any interest in this MOU by assignment, transfer, or novation, without prior written consent of the other party.
- C. **Entire Agreement/ Modifications:** This MOU, including any attachments that are expressly referred to in this MOU, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties on the same subject matter. No representations were made or relied upon by either party, other than those that are expressly set forth herein. Any modification or amendment of this MOU shall be valid only when it has been reduced to writing and executed by both parties.
- D. **Controlling Law, Legal Compliance and Venue:** This MOU shall be deemed to have been executed in Fulton County, Georgia. The validity, interpretation, and performance of this MOU shall be controlled by and interpreted in accordance with the laws of the State of Georgia. In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Georgia.

Memorandum of Understanding

SIGNATURES

IN WITNESS WHEREOF, this instrument has been and is executed by the Commissioner on behalf of the Department and by _____ on behalf of the Local Government(s), he or she being duly authorized to do so by the ruling body of said Local Government(s). This MOU has been executed on the date and year below written.

Executed on behalf of the Department this
_____ day of _____, 20____.

**GEORGIA DEPARTMENT OF
TRANSPORTATION:**

By: _____
Commissioner

ATTEST:

By: _____
Treasurer

Executed on behalf of **Macon-Bibb**
County this _____ day of
_____, 20____.

LOCAL GOVERNMENT(S):

By: _____
Lester Miller, Mayor
This Agreement, approved by the LOCAL
GOVERNMENT(S), the _____ day of
_____, 20____

ATTEST:

By: _____

Federal Employee Identification Number



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH EVIDENCE-BASED ASSOCIATES, LLC, IN THE AMOUNT OF \$365,114.00, FOR THE PROVISION OF FUNCTIONAL FAMILY THERAPY SERVICES FOR JUVENILE COURT PARTICIPANTS, PAYABLE FROM FY 2026 JUVENILE JUSTICE INCENTIVE GRANT FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on July 21, 2026, by Resolution R-26-0118, the Macon-Bibb County Commission authorized the acceptance of a FY 2027 Juvenile Justice Incentive Grant on behalf of the Macon Judicial Circuit Juvenile Court; and

WHEREAS, the funds from such grant are intended, in large part, to provide for functional family therapy services for Juvenile Court participants; and

WHEREAS, Evidence-Based Associates, LLC has been providing the aforementioned services for Juvenile Court since 2023; and

WHEREAS, Juvenile Court desires to utilize the services of Evidence-Based Associates, LLC for an additional one-year period, to be paid from the JJIG funds, in the amount of \$365,114.00; and

WHEREAS, Procurement concurs with this award recommendation; and

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

WHEREAS, the Macon-Bibb County Commission desires to approve the hiring of Evidence-Based Associates, LLC to perform the aforementioned services at the aforementioned rate; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same, that the Mayor is authorized to execute a professional services agreement with Evidence-Based Associates, LLC, in the amount of \$365,114.00, for the provision of functional family therapy services for juvenile court participants, to be paid from the Grants Fund – 26 JJIG-AW-JJIG-26-168-030 – Contract Labor – Contractual Services line item, with such agreement 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 that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

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

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

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

J:\RES MACON-BIBB\2026 Mayor Authorizing Agreement With Evidence Based Associates - \$365,114.00 - 7-28-26.Docx

EXHIBIT A

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
MACON-BIBB COUNTY AND EVIDENCE BASED ASSOCIATES, LLC**

THIS AMENDMENT to the Professional services Agreement between Macon-Bibb County, Georgia and Evidence Based Associates, LLC, dated July 26, 2023, filed with the Clerk of the Macon-Bibb County Commission as C-23-0122 (the “Agreement”) is made this ____ day of _____, 2026, by and between Macon-Bibb County, a political subdivision of the State of Georgia (“County”) and Evidence Based Associates, LLC “Contractor”, a South Carolina limited liability company with a principal business location of 410 East Curtis Ave., Alexandria, VA 22301, collectively the Parties (“Parties”).

NOW THEREFORE in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

- I. For the purposes of this Amendment, Section 2 of the Agreement shall be replaced with the following:

“Contractor shall receive an amount not to exceed THREE HUNDRED SIXTY-FIVE THOUSAND, ONE HUNDRED FOURTEEN DOLLARS AND 00/100 CENTS (\$365,114.00), to be paid at a per case rate of SIX THOUSAND, THREE HUNDRED FORTY-TWO DOLLARS AND FORTY-SIX CENTS (\$6,342.46) during the grant program beginning July 1, 2026, and ending June 30, 2027. Contractor shall submit an invoice to the Juvenile Court on the last day of each month reflecting that month’s cases. Invoices must be submitted no later than the 10th day of the following month in order to receive payment. County shall pay invoiced within thirty (30) business days of receipt of the court’s approval of an invoice.

- II. All other terms and conditions of the Agreement, as may have been previously amended, except those modified herein shall remain in full force and effect.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date of execution by the last Party to do so.

MACON-BIBB COUNTY:

By: _____
Lester M. Miller, Mayor

Date

Attest: _____
Janice S. Ross, Clerk of Commission

Date

Juvenile Court of the Macon Judicial Circuit:

By: _____
Hon. Chéferre Young, Chief Judge

Date

Evidence Based Associates, LLC:

By: _____

(Printed name & Title)

Date

Attest: _____

(Printer 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 ANDREA COOKE |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH JOHN J. CARTER II, IN THE AMOUNT OF \$3,150.00 PER MONTH, FOR A TERM OF UP TO TWO YEARS, FOR LEGAL SERVICES IN DEPENDENCY PROCEEDINGS, PAYABLE FROM THE JUVENILE COURT BUDGET – PROFESSIONAL SERVICES – PANEL ATTORNEY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Juvenile Court has jurisdiction over dependency proceedings, which are focused on ensuring the welfare of minor children; and

WHEREAS, Georgia law extends the right to an attorney to dependency proceedings, and in instances where a party is unable to afford counsel, that one be appointed to represent that party, whether a parent or a minor child; and

WHEREAS, the Juvenile Court of Bibb County desires to contract with John J. Carter II to serve as appointed counsel in dependency proceedings; and

WHEREAS, legal services fall within the definition of professional services as provided for in the Macon-Bibb County Code of Ordinances Sec. 19-1, exempting such services from the necessity of obtaining quotes, proposals, or bids; and

WHEREAS, Procurement concurs with this award recommendation; and

WHEREAS, the Macon-Bibb County Commission desires to approve John J. Carter II to serve as contract counsel for dependency proceedings in the Juvenile Court of Bibb County; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to enter into a

professional services agreement with John J. Carter II, in a monthly amount of THREE THOUSAND, ONE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$3,150.00) for the provision of legal services in dependency proceedings in the Juvenile Court of Bibb County, in a form substantially similar to Exhibit A, attached hereto and incorporated herein by reference, with associated costs to be paid from the Juvenile Court Budget – Professional Services – Panel Attorney line item.

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

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

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

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

J:\RES MACON-BIBB\2026 Miller Authorizing Professional Legal Services Agreement with John J. Carter II - Juvenile Court - \$3150.00 per week - 7-27-26.docx

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND JOHN J. CARTER, II**

This Professional Services Agreement ("Agreement") is made and entered into this 15th day of July, 2026 by and between Macon-Bibb County, Georgia ("County") and John J. Carter II, ("Contractor"), with a principal office address of 4885 Riverside Drive Suite 310, Macon, Georgia, 31210, each individually a "Party" and collectively the "Parties."

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

1. Scope of Services

Contractor shall perform services for the Juvenile Court of Macon-Bibb County (the "Court") as described in Exhibit A - Scope of Work ("Exhibit A"), attached hereto and incorporated by reference. Contractor shall provide the Clerk of Juvenile Court (The "Clerk") with a copy of Contractor's current bar license and certifications upon request. Contractor shall cooperate with the Court, the Clerk, staff, and all other members of the Juvenile Court team while providing legal services under this Agreement. All services will be performed in accordance with federal, state, and local laws. Contractor will maintain current certifications, licenses, and permits as required for legal services provided to the County. Any changes to the scope of service shall be made in writing and mutually agreed upon by both parties. Contractor is not obligated to perform services beyond what is contemplated by this Agreement.

2. Compensation

Contractor shall receive from County THREE THOUSAND ONE HUNDRED AND FIFTY DOLLARS AND 00/100 CENTS (\$3,150.00) monthly for work performed under the terms of this Agreement. Contractor acknowledges and agrees that compensation is dependent upon the amount of available funds in the operating budget of the Juvenile Court of Macon-Bibb County.

3. Term

This Agreement has an effective date of **July 1, 2026**, and will continue in full force and effect until **June 30, 2027**, unless terminated sooner by mutual agreement of the Parties. This agreement has an option to continue on a month-to-month basis after **June 30, 2027** upon written agreement of each party, so long as said agreement is set by the 30th day of each month after **June 30, 2027**. This Agreement is subject to and limited to the availability of County funding.

4. Termination

Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost beyond the rates stated in this Agreement. In the event of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination.

5. Grounds for Immediate Termination

Commission of any of the offenses listed below by Contractor may result in immediate termination of this Agreement, without notice:

- Arrest for a felony offense
- Arrest and conviction for a misdemeanor offense which involves substance use
- Acts involving moral turpitude
- Failure of Contractor to maintain licenses or certifications required to perform services pursuant to this Agreement

6. Fiscal Non-Appropriation Clause

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

7. County Obligations

County and the Court shall timely provide all information, including Client contacts and other documentation reasonably required by Contractor to perform legal services. County grants Contractor full privilege, and non-exclusive, non-transferable license to use all such materials as reasonably required to perform the terms of this Agreement.

8. Performance Standards

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

9. Independent Contractor

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

services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under contract with County.

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

10. Subcontracting and Assignment

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

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 complete the portion of work they were contracted to perform.

11. Conflicts of Interest

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

12. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

13. Insurance

Contractor shall procure and maintain such insurance coverage as required by **the State Bar of Georgia**. County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of **the State Bar of Georgia**, 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.

14. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

15. Audit Clause

County or its authorized agent shall have the right to audit and inspect financial records pertaining to legal services offered under this Agreement from time to time during the contract term, upon reasonable notice to Contractor and during Contractor's ordinary business hours. Reasonable notice shall be no less than 48 business hours for any such inspection, further such inspection shall be limited to only legal services provided within under this Agreement. The County shall not have the right or is authorized to audit Contractor's full financial records,

16. Publicity

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

17. Confidentiality

Contractor shall not disclose, directly, or indirectly, any confidential information of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

18. 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.

19. Drug Free Workplace

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

20. Notices

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

For County:

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

For Independent Contractor:

John J. Carter II
4885 Riverside Dr Suite 310
Macon, Georgia 31210

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

21. Force Majeure

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

22. Dispute Resolution and Jury Trial

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

23. Attorney's Fees

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

24. Authority to Execute

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

25. Counterparts

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

26. Electronic Representations and Records

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

electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

27. Waiver

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

28. Severability

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

29. Survival

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

30. Entire Agreement

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

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of **July 1, 2026**.

Macon-Bibb County:

By: _____ Date _____
Lester M. Miller, Mayor

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

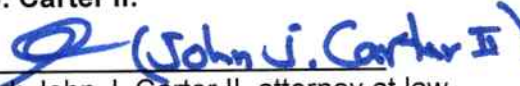
John J. Carter II:
By:  Date 7/15/26
Attested: John J. Carter II, attorney at law
(Printed Name & Title)

EXHIBIT A

Scope of Services

Contractor shall provide legal services as an **Attorney** for the Macon-Bibb County **Juvenile Court** under the laws of the State of Georgia concerning complaints and petitions filed concerning delinquency children. Contractor's responsibilities include, but are not limited to, the following:

1. Legal Representation

- Represent indigent children in delinquency matters in Macon-Bibb County Juvenile Court.
- Serve as Guardian ad Litem for indigent parents and children when appointed by the Court.
- Serve as the attorney at the initial appointment. In the event the Contractor determines that they have a conflict representing the child, the Contractor shall promptly notify the Court. Upon such notification, the Court may appoint another attorney for the child.
- Provide competent and zealous advocacy in accordance with Georgia law and ethical standards.
- Attend and actively participate in all pre-court meetings with the court and other attorneys in preparation for court.

2. Consultation and Advocacy

- Provide legal advice and counsel to clients regarding their rights, responsibilities, and case status.
- Advocate for client participation in services that promote the client's best interest and client's goals.
- Work collaboratively with court officials, case managers, treatment providers, and other stakeholders to support client's best interest and client's goals.

3. Court Filings and Documentation

- Prepare and file motions and other legal documents as required.
- Maintain accurate records and case notes documenting representation and legal actions.

4. Compliance and Ethical Responsibilities

- Adhere to all legal, ethical, and professional obligations as required by the Georgia Bar.

- Maintain confidentiality of client information, except as required by law or court order.
- Stay informed about changes in juvenile law, child welfare policies, and best practices in Juvenile Courts.

5. Training and Professional Development

- Attend trainings, workshops, or continuing legal education (CLE) courses relevant Juvenile Court and child welfare law.
- Participate in team training and professional development activities as required by the Court.

6. Reporting and Communication

- Provide periodic updates and reports as requested by the Court.
- Communicate regularly with clients to ensure they are informed about their cases.

7. Representation on Appeal

- Contractor is not obligated to represent clients in the direct or discretionary appeal of any dependency case decision. While the right to counsel may extend to appellate proceedings under O.C.G.A. § 15-11-103, the appointment of appellate counsel shall be made at the discretion of the Court and is not automatic, therefore this Agreement shall not include appeals.
- If a client seeks to pursue an appeal, the Contractor may, at their sole discretion, choose to represent the client. However, such representation shall not be undertaken at the Court's expense unless specifically authorized and appointed for that purpose by the Court. Any court appointed appellate representation shall be separate from the legal services performed under this Agreement, and funding for such appellate representation of legal services are subject to discretion of the Court.
- Should the Contractor choose to provide appellate representation without Court appointment, the Contractor may do so as private counsel and may enter into a separate fee arrangement with the client.
- The Contractor shall notify the Court in writing when they decline to represent a client on appeal so the Court may consider whether appointment of separate appellate counsel is appropriate or necessary.



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH STEPHANIE THORNTON WARD, IN THE AMOUNT OF \$3,150.00 PER MONTH, FOR A TERM OF UP TO TWO YEARS, FOR LEGAL SERVICES IN DEPENDENCY PROCEEDINGS, PAYABLE FROM THE JUVENILE COURT BUDGET – PROFESSIONAL SERVICES – PANEL ATTORNEY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Juvenile Court has jurisdiction over dependency proceedings, which are focused on ensuring the welfare of minor children; and

WHEREAS, Georgia law extends the right to an attorney to dependency proceedings, and in instances where a party is unable to afford counsel, that one be appointed to represent that party, whether a parent or a minor child; and

WHEREAS, the Juvenile Court of Bibb County desires to contract with Eva K. Hutcherson of Alderman & Hutcherson, LLC, to serve as appointed counsel in dependency proceedings; and

WHEREAS, legal services fall within the definition of professional services as provided for in the Macon-Bibb County Code of Ordinances Sec. 19-1, exempting such services from the necessity of obtaining quotes, proposals, or bids; and

WHEREAS, Procurement concurs with this award recommendation; and

WHEREAS, the Macon-Bibb County Commission desires to approve Eva K. Hutcherson to serve as contract counsel for dependency proceedings in the Juvenile Court of Bibb County; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to enter into a professional services agreement with Stephanie Thornton Ward, in a monthly amount of THREE THOUSAND, ONE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$3,150.00) for the provision of legal services in dependency proceedings in the Juvenile Court of Bibb County, in a form substantially similar to Exhibit A, attached hereto and incorporated herein by reference, with associated costs to be paid from the Juvenile Court Budget – Professional Services – Panel Attorney line item.

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

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

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

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

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

*J:\RES MACON-BIBB\2026 Miller Authorizing Professional Legal Services Agreement with Stephanie Thonrton
Ward - Juvenile Court - \$3150.00 per week - 7-27-26.docx*

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND STEPHANIE THORNTON WARD**

This Professional Services Agreement ("Agreement") is made and entered into this 15th day of July, 2026 by and between Macon-Bibb County, Georgia ("County") and **Stephanie Thornton Ward** ("Contractor"), with a principal office address of 307 Loblolly Drive, Bonaire, Georgia, 31005, each individually a "Party" and collectively the "Parties."

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

1. Scope of Services

Contractor shall perform services for the Juvenile Court of Macon-Bibb County (the "Court") as described in Exhibit A - Scope of Work ("Exhibit A"), attached hereto and incorporated by reference. Contractor shall provide the Clerk of Juvenile Court (The "Clerk") with a copy of Contractor's current bar license and certifications upon request. Contractor shall cooperate with the Court, the Clerk, staff, and all other members of the Juvenile Court team while providing legal services under this Agreement. All services will be performed in accordance with federal, state, and local laws. Contractor will maintain current certifications, licenses, and permits as required for legal services provided to the County. Any changes to the scope of service shall be made in writing and mutually agreed upon by both parties. Contractor is not obligated to perform services beyond what is contemplated by this Agreement.

2. Compensation

Contractor shall receive from County THREE THOUSAND ONE HUNDRED AND FIFTY DOLLARS AND 00/100 CENTS (\$3,150.00) monthly for work performed under the terms of this Agreement. Contractor acknowledges and agrees that compensation is dependent upon the amount of available funds in the operating budget of the Juvenile Court of Macon-Bibb County.

3. Term

This Agreement has an effective date of **July 1, 2026**, and will continue in full force and effect until **June 30, 2027**, unless terminated sooner by mutual agreement of the Parties. This agreement has an option to continue on a month-to-month basis after **June 30, 2027** upon written agreement of each party, so long as said agreement is set by the 30th day of each month after **June 30, 2027**. This Agreement is subject to and limited to the availability of County funding.

4. Termination

Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost beyond the rates stated in this Agreement. In the event of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination.

5. Grounds for Immediate Termination

Commission of any of the offenses listed below by Contractor may result in immediate termination of this Agreement, without notice:

- Arrest for a felony offense
- Arrest and conviction for a misdemeanor offense which involves substance use
- Acts involving moral turpitude
- Failure of Contractor to maintain licenses or certifications required to perform services pursuant to this Agreement

6. Fiscal Non-Appropriation Clause

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

7. County Obligations

County and the Court shall timely provide all information, including Client contacts and other documentation reasonably required by Contractor to perform legal services. County grants Contractor full privilege, and non-exclusive, non-transferable license to use all such materials as reasonably required to perform the terms of this Agreement.

8. Performance Standards

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

9. Independent Contractor

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

services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under contract with County.

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

10. Subcontracting and Assignment

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

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 complete the portion of work they were contracted to perform.

11. Conflicts of Interest

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

12. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

13. Insurance

Contractor shall procure and maintain such insurance coverage as required by **the State Bar of Georgia**. County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of **the State Bar of Georgia**, 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.

14. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

15. Audit Clause

County or its authorized agent shall have the right to audit and inspect financial records pertaining to legal services offered under this Agreement from time to time during the contract term, upon reasonable notice to Contractor and during Contractor's ordinary business hours. Reasonable notice shall be no less than 48 business hours for any such inspection, further such inspection shall be limited to only legal services provided within under this Agreement. The County shall not have the right or is authorized to audit Contractor's full financial records,

16. Publicity

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

17. Confidentiality

Contractor shall not disclose, directly, or indirectly, any confidential information of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

18. 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.

19. Drug Free Workplace

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

20. Notices

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

For County:

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

For Independent Contractor:

Stephanie Thornton Ward
307 Loblolly Drive
Bonaire, Georgia 31005

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

21. Force Majeure

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

22. Dispute Resolution and Jury Trial

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

23. Attorney's Fees

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

24. Authority to Execute

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

25. Counterparts

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

26. Electronic Representations and Records

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

electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

27. Waiver

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

28. Severability

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

29. Survival

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

30. Entire Agreement

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

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of **July 1, 2026**.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor

Date

Attested: _____
Janice S. Ross, Clerk of Commission

Date

Stephanie Thornton Ward:

By: Stephanie Thornton Ward 7/15/26
Attested: Stephanie Thornton Ward, attorney at law Date
(Printed Name & Title)

EXHIBIT A

Scope of Services

Contractor shall provide legal services as an **Attorney** for the Macon-Bibb County **Juvenile Court** under the laws of the State of Georgia concerning complaints and petitions filed concerning dependent children. Contractor's responsibilities include, but are not limited to, the following:

1. Legal Representation

- Represent indigent parents and children in dependency matters in Macon-Bibb County Juvenile Court.
- Serve as Guardian ad Litem for indigent parents and children when appointed by the Court.
- For children, serve in the dual role of attorney and Guardian ad Litem upon initial appointment. In the event the Contractor determines that they cannot adequately advocate for both the child's expressed interests and best interests simultaneously, the Contractor shall promptly notify the Court. Upon such notification, the Court may appoint a separate Guardian ad Litem for the child. The Contractor shall continue to serve as the child's attorney, advocating for the child's expressed interests.
- Provide competent and zealous advocacy in accordance with Georgia law and ethical standards.

2. Consultation and Advocacy

- Provide legal advice and counsel to clients regarding their rights, responsibilities, and case status.
- Advocate for client participation in services that promote the client's best interest and client's goals.
- Work collaboratively with court officials, case managers, treatment providers, and other stakeholders to support client's best interest and client's goals.

3. Court Filings and Documentation

- Prepare and file motions, petitions, and other legal documents as required.
- Maintain accurate records and case notes documenting representation and legal actions.

4. Compliance and Ethical Responsibilities

- Adhere to all legal, ethical, and professional obligations as required by the Georgia Bar.
- Maintain confidentiality of client information, except as required by law or court order.
- Stay informed about changes in juvenile law, child welfare policies, and best practices in Juvenile Courts.

5. Training and Professional Development

- Attend trainings, workshops, or continuing legal education (CLE) courses relevant Juvenile Court and child welfare law.
- Participate in team training and professional development activities as required by the Court.

6. Reporting and Communication

- Provide periodic updates and reports as requested by the Court.
- Communicate regularly with clients to ensure they are informed about their cases.

7. Representation on Appeal

- Contractor is not obligated to represent clients in the direct or discretionary appeal of any dependency case decision. While the right to counsel may extend to appellate proceedings under O.C.G.A. § 15-11-103, the appointment of appellate counsel shall be made at the discretion of the Court and is not automatic, therefore this Agreement shall not include appeals.
- If a client seeks to pursue an appeal, the Contractor may, at their sole discretion, choose to represent the client. However, such representation shall not be undertaken at the Court's expense unless specifically authorized and appointed for that purpose by the Court. Any court appointed appellate representation shall be separate from the legal services performed under this Agreement, and funding for such appellate representation of legal services are subject to discretion of the Court.
- Should the Contractor choose to provide appellate representation without Court appointment, the Contractor may do so as private counsel and may enter into a separate fee arrangement with the client.
- The Contractor shall notify the Court in writing when they decline to represent a client on appeal so the Court may consider whether appointment of separate appellate counsel is appropriate or necessary.



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH LORI C. OBENAUF, LLC, IN THE AMOUNT OF \$3,150.00 PER MONTH, FOR A TERM OF UP TO TWO YEARS, FOR LEGAL SERVICES IN DEPENDENCY PROCEEDINGS, PAYABLE FROM THE JUVENILE COURT BUDGET – PROFESSIONAL SERVICES – PANEL ATTORNEY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Juvenile Court has jurisdiction over dependency proceedings, which are focused on ensuring the welfare of minor children; and

WHEREAS, Georgia law extends the right to an attorney to dependency proceedings, and in instances where a party is unable to afford counsel, that one be appointed to represent that party, whether a parent or a minor child; and

WHEREAS, the Juvenile Court of Bibb County desires to contract with Lori C. Obenauf, LLC to serve as appointed counsel in dependency proceedings; and

WHEREAS, legal services fall within the definition of professional services as provided for in the Macon-Bibb County Code of Ordinances Sec. 19-1, exempting such services from the necessity of obtaining quotes, proposals, or bids; and

WHEREAS, Procurement concurs with this award recommendation; and

WHEREAS, the Macon-Bibb County Commission desires to approve Lori C. Obenauf, LLC to serve as contract counsel for dependency proceedings in the Juvenile Court of Bibb County; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to enter into a professional services agreement with Lori C. Obenauf, LLC, in a monthly amount of THREE THOUSAND, ONE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$3,150.00) for the provision of legal services in dependency proceedings in the Juvenile Court of Bibb County, in a form substantially similar to Exhibit A, attached hereto and incorporated herein by reference, with associated costs to be paid from the Juvenile Court Budget – Professional Services – Panel Attorney line item.

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

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

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

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

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

*J:\RES MACON-BIBB\2026 Miller Authorizing Professional Legal Services Agreement with Lori C. Obenauf LLC -
Juvenile Court - \$3150.00 per week - 7-27-26.docx*

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND LORI C. OBENAUF, LLC**

This Professional Services Agreement ("Agreement") is made and entered into this 15th day of July, 2026 by and between Macon-Bibb County, Georgia ("County") and **Lori C. Obenauf LLC**. ("Contractor"), with a principal office address of 3985 Arkwright Road Suite 109, Macon, Georgia, 31210, each individually a "Party" and collectively the "Parties."

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

1. Scope of Services

Contractor shall perform services for the Juvenile Court of Macon-Bibb County (the "Court") as described in Exhibit A - Scope of Work ("Exhibit A"), attached hereto and incorporated by reference. Contractor shall provide the Clerk of Juvenile Court (The "Clerk") with a copy of Contractor's current bar license and certifications upon request. Contractor shall cooperate with the Court, the Clerk, staff, and all other members of the Juvenile Court team while providing legal services under this Agreement. All services will be performed in accordance with federal, state, and local laws. Contractor will maintain current certifications, licenses, and permits as required for legal services provided to the County. Any changes to the scope of service shall be made in writing and mutually agreed upon by both parties. Contractor is not obligated to perform services beyond what is contemplated by this Agreement.

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Contractor shall receive from County THREE THOUSAND ONE HUNDRED AND FIFTY DOLLARS AND 00/100 CENTS (\$3,150.00) monthly for work performed under the terms of this Agreement. Contractor acknowledges and agrees that compensation is dependent upon the amount of available funds in the operating budget of the Juvenile Court of Macon-Bibb County.

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- Arrest and conviction for a misdemeanor offense which involves substance use
- Acts involving moral turpitude
- Failure of Contractor to maintain licenses or certifications required to perform services pursuant to this Agreement

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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 complete the portion of work they were contracted to perform.

11. Conflicts of Interest

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

12. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

13. Insurance

Contractor shall procure and maintain such insurance coverage as required by **the State Bar of Georgia**. County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of **the State Bar of Georgia**, 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.

14. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

15. Audit Clause

County or its authorized agent shall have the right to audit and inspect financial records pertaining to legal services offered under this Agreement from time to time during the contract term, upon reasonable notice to Contractor and during Contractor's ordinary business hours. Reasonable notice shall be no less than 48 business hours for any such inspection, further such inspection shall be limited to only legal services provided within under this Agreement. The County shall not have the right or is authorized to audit Contractor's full financial records,

16. Publicity

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

17. Confidentiality

Contractor shall not disclose, directly, or indirectly, any confidential information of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

18. 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.

19. Drug Free Workplace

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

20. Notices

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

For County:

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

For Independent Contractor:

Lori C. Obenauf
3985 Arkwright Road Suite 109
Macon, Georgia 31210

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

21. Force Majeure

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

22. Dispute Resolution and Jury Trial

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

23. Attorney's Fees

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

24. Authority to Execute

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

25. Counterparts

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

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

electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

27. Waiver

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

28. Severability

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

29. Survival

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

30. Entire Agreement

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

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of **July 1, 2026**.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor

Date

Attested: _____
Janice S. Ross, Clerk of Commission

Date

Lori C. Obenauf:

By: Lori C. Obenauf
Attested: Lori C. Obenauf, attorney at law
(Printed Name & Title)

7/15/2026
Date

EXHIBIT A

Scope of Services

Contractor shall provide legal services as an **Attorney** for the Macon-Bibb County **Juvenile Court** under the laws of the State of Georgia concerning complaints and petitions filed concerning dependent children. Contractor's responsibilities include, but are not limited to, the following:

1. Legal Representation

- Represent indigent parents and children in dependency matters in Macon-Bibb County Juvenile Court.
- Serve as Guardian ad Litem for indigent parents and children when appointed by the Court.
- For children, serve in the dual role of attorney and Guardian ad Litem upon initial appointment. In the event the Contractor determines that they cannot adequately advocate for both the child's expressed interests and best interests simultaneously, the Contractor shall promptly notify the Court. Upon such notification, the Court may appoint a separate Guardian ad Litem for the child. The Contractor shall continue to serve as the child's attorney, advocating for the child's expressed interests.
- Provide competent and zealous advocacy in accordance with Georgia law and ethical standards.

2. Consultation and Advocacy

- Provide legal advice and counsel to clients regarding their rights, responsibilities, and case status.
- Advocate for client participation in services that promote the client's best interest and client's goals.
- Work collaboratively with court officials, case managers, treatment providers, and other stakeholders to support client's best interest and client's goals.

3. Court Filings and Documentation

- Prepare and file motions, petitions, and other legal documents as required.
- Maintain accurate records and case notes documenting representation and legal actions.

4. Compliance and Ethical Responsibilities

- Adhere to all legal, ethical, and professional obligations as required by the Georgia Bar.
- Maintain confidentiality of client information, except as required by law or court order.
- Stay informed about changes in juvenile law, child welfare policies, and best practices in Juvenile Courts.

5. Training and Professional Development

- Attend trainings, workshops, or continuing legal education (CLE) courses relevant Juvenile Court and child welfare law.
- Participate in team training and professional development activities as required by the Court.

6. Reporting and Communication

- Provide periodic updates and reports as requested by the Court.
- Communicate regularly with clients to ensure they are informed about their cases.

7. Representation on Appeal

- Contractor is not obligated to represent clients in the direct or discretionary appeal of any dependency case decision. While the right to counsel may extend to appellate proceedings under O.C.G.A. § 15-11-103, the appointment of appellate counsel shall be made at the discretion of the Court and is not automatic, therefore this Agreement shall not include appeals.
- If a client seeks to pursue an appeal, the Contractor may, at their sole discretion, choose to represent the client. However, such representation shall not be undertaken at the Court's expense unless specifically authorized and appointed for that purpose by the Court. Any court appointed appellate representation shall be separate from the legal services performed under this Agreement, and funding for such appellate representation of legal services are subject to discretion of the Court.
- Should the Contractor choose to provide appellate representation without Court appointment, the Contractor may do so as private counsel and may enter into a separate fee arrangement with the client.
- The Contractor shall notify the Court in writing when they decline to represent a client on appeal so the Court may consider whether appointment of separate appellate counsel is appropriate or necessary.



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KAREN AROMATORIO, IN THE AMOUNT OF \$3,150.00 PER MONTH, FOR A TERM OF UP TO TWO YEARS, FOR LEGAL SERVICES IN DEPENDENCY PROCEEDINGS, PAYABLE FROM THE JUVENILE COURT BUDGET – PROFESSIONAL SERVICES – PANEL ATTORNEY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Juvenile Court has jurisdiction over dependency proceedings, which are focused on ensuring the welfare of minor children; and

WHEREAS, Georgia law extends the right to an attorney to dependency proceedings, and in instances where a party is unable to afford counsel, that one be appointed to represent that party, whether a parent or a minor child; and

WHEREAS, the Juvenile Court of Bibb County desires to contract with Karen Aromatorio to serve as appointed counsel in dependency proceedings; and

WHEREAS, legal services fall within the definition of professional services as provided for in the Macon-Bibb County Code of Ordinances Sec. 19-1, exempting such services from the necessity of obtaining quotes, proposals, or bids; and

WHEREAS, Procurement concurs with this award recommendation; and

WHEREAS, the Macon-Bibb County Commission desires to approve Karen Aromatorio to serve as contract counsel for dependency proceedings in the Juvenile Court of Bibb County; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to enter into a

professional services agreement with Karen Aromatorio, in a monthly amount of THREE THOUSAND, ONE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$3,150.00) for the provision of legal services in dependency proceedings in the Juvenile Court of Bibb County, in a form substantially similar to Exhibit A, attached hereto and incorporated herein by reference, with associated costs to be paid from the Juvenile Court Budget – Professional Services – Panel Attorney line item.

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

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

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

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

J:\RES MACON-BIBB\2026 Miller Authorizing Professional Legal Services Agreement with Karen Aromatorio - Juvenile Court - \$3150.00 per week - 7-27-26.docx

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND KAREN AROMATORIO**

This Professional Services Agreement ("Agreement") is made and entered into this 15 day of July, 2026 by and between Macon-Bibb County, Georgia ("County") and **Karen Aromatorio** ("Contractor"), with a principal office address of P.O. Box 1058, Bryon, Georgia, 31008, each individually a "Party" and collectively the "Parties."

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

1. Scope of Services

Contractor shall perform services for the Juvenile Court of Macon-Bibb County (the "Court") as described in Exhibit A - Scope of Work ("Exhibit A"), attached hereto and incorporated by reference. Contractor shall provide the Clerk of Juvenile Court (The "Clerk") with a copy of Contractor's current bar license and certifications upon request. Contractor shall cooperate with the Court, the Clerk, staff, and all other members of the Juvenile Court team while providing legal services under this Agreement. All services will be performed in accordance with federal, state, and local laws. Contractor will maintain current certifications, licenses, and permits as required for legal services provided to the County. Any changes to the scope of service shall be made in writing and mutually agreed upon by both parties. Contractor is not obligated to perform services beyond what is contemplated by this Agreement.

2. Compensation

Contractor shall receive from County THREE THOUSAND ONE HUNDRED AND FIFTY DOLLARS AND 00/100 CENTS (\$3,150.00) monthly for work performed under the terms of this Agreement. Contractor acknowledges and agrees that compensation is dependent upon the amount of available funds in the operating budget of the Juvenile Court of Macon-Bibb County.

3. Term

This Agreement has an effective date of **July 1, 2026**, and will continue in full force and effect until **June 30, 2027**, unless terminated sooner by mutual agreement of the Parties. This agreement has an option to continue on a month-to-month basis after **June 30, 2027**, upon written agreement of each party, so long as said agreement is set by the 30th day of each month after **June 30, 2027**. This Agreement is subject to and limited to the availability of County funding.

4. Termination

Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost beyond the rates stated in this Agreement. In the event of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination.

5. Grounds for Immediate Termination

Commission of any of the offenses listed below by Contractor may result in immediate termination of this Agreement, without notice:

- Arrest for a felony offense
- Arrest and conviction for a misdemeanor offense which involves substance use
- Acts involving moral turpitude
- Failure of Contractor to maintain licenses or certifications required to perform services pursuant to this Agreement

6. Fiscal Non-Appropriation Clause

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

7. County Obligations

County and the Court shall timely provide all information, including Client contacts and other documentation reasonably required by Contractor to perform legal services. County grants Contractor full privilege, and non-exclusive, non-transferable license to use all such materials as reasonably required to perform the terms of this Agreement.

8. Performance Standards

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

9. Independent Contractor

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

services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under contract with County.

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

10. Subcontracting and Assignment

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

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 complete the portion of work they were contracted to perform.

11. Conflicts of Interest

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

12. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

13. Insurance

Contractor shall procure and maintain such insurance coverage as required by **the State Bar of Georgia**. County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of **the State Bar of Georgia**, 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.

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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.

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County or its authorized agent shall have the right to audit and inspect financial records pertaining to legal services offered under this Agreement from time to time during the contract term, upon reasonable notice to Contractor and during Contractor's ordinary business hours. Reasonable notice shall be no less than 48 business hours for any such inspection, further such inspection shall be limited to only legal services provided within under this Agreement. The County shall not have the right or is authorized to audit Contractor's full financial records,

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For County:

Macon-Bibb County, Georgia
Attn: Mayor
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Macon, Georgia 31202-0247

For Independent Contractor:

Karen Aromatorio
P.O. Box 1058
Byron, Georgia 31008

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

21. Force Majeure

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

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

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

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electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

27. Waiver

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

28. Severability

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

29. Survival

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

30. Entire Agreement

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

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of **July 1, 2026**.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor

Date

Attested: _____
Janice S. Ross, Clerk of Commission

Date

Karen Aromatorio:
By:  _____
Attested: Karen Aromatorio, attorney at law
(Printed Name & Title)

 _____
Date

EXHIBIT A

Scope of Services

Contractor shall provide legal services as an **Attorney** for the Macon-Bibb County **Juvenile Court** under the laws of the State of Georgia concerning complaints and petitions filed concerning dependent children. Contractor's responsibilities include, but are not limited to, the following:

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- Represent indigent parents and children in dependency matters in Macon-Bibb County Juvenile Court.
- Serve as Guardian ad Litem for indigent parents and children when appointed by the Court.
- For children, serve in the dual role of attorney and Guardian ad Litem upon initial appointment. In the event the Contractor determines that they cannot adequately advocate for both the child's expressed interests and best interests simultaneously, the Contractor shall promptly notify the Court. Upon such notification, the Court may appoint a separate Guardian ad Litem for the child. The Contractor shall continue to serve as the child's attorney, advocating for the child's expressed interests.
- Provide competent and zealous advocacy in accordance with Georgia law and ethical standards.

2. Consultation and Advocacy

- Provide legal advice and counsel to clients regarding their rights, responsibilities, and case status.
- Advocate for client participation in services that promote the client's best interest and client's goals.
- Work collaboratively with court officials, case managers, treatment providers, and other stakeholders to support client's best interest and client's goals.

3. Court Filings and Documentation

- Prepare and file motions, petitions, and other legal documents as required.
- Maintain accurate records and case notes documenting representation and legal actions.

4. Compliance and Ethical Responsibilities

- Adhere to all legal, ethical, and professional obligations as required by the Georgia Bar.
- Maintain confidentiality of client information, except as required by law or court order.
- Stay informed about changes in juvenile law, child welfare policies, and best practices in Juvenile Courts.

5. Training and Professional Development

- Attend trainings, workshops, or continuing legal education (CLE) courses relevant Juvenile Court and child welfare law.
- Participate in team training and professional development activities as required by the Court.

6. Reporting and Communication

- Provide periodic updates and reports as requested by the Court.
- Communicate regularly with clients to ensure they are informed about their cases.

7. Representation on Appeal

- Contractor is not obligated to represent clients in the direct or discretionary appeal of any dependency case decision. While the right to counsel may extend to appellate proceedings under O.C.G.A. § 15-11-103, the appointment of appellate counsel shall be made at the discretion of the Court and is not automatic, therefore this Agreement shall not include appeals.
- If a client seeks to pursue an appeal, the Contractor may, at their sole discretion, choose to represent the client. However, such representation shall not be undertaken at the Court's expense unless specifically authorized and appointed for that purpose by the Court. Any court appointed appellate representation shall be separate from the legal services performed under this Agreement, and funding for such appellate representation of legal services are subject to discretion of the Court.
- Should the Contractor choose to provide appellate representation without Court appointment, the Contractor may do so as private counsel and may enter into a separate fee arrangement with the client.
- The Contractor shall notify the Court in writing when they decline to represent a client on appeal so the Court may consider whether appointment of separate appellate counsel is appropriate or necessary.



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH KW UNDERGROUND, LLC, TO PERFORM SIDEWALK CONSTRUCTION SERVICES ALONG JEFFERSONVILLE ROAD, AT A COST OF \$499,143.33, TO BE PAID FROM 2018 SPLOST – ROAD WORK – OTHER LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County has determined that the level of residential development and pedestrian and vehicle traffic along Jeffersonville Road between the end of the 2018 Road widening project area to the intersection of Jeffersonville Road and McCall Road necessitates the installation of sidewalk facilities; and

WHEREAS, Invitation for Bids (IFB) No. 26-055-LH was published on June 11, 2026, advertised on the Macon-Bibb County’s Procurement page, and posted to the Georgia Procurement Registry; and

WHEREAS, seven hundred fifty-two (752) vendors were notified of the IFB, of whom, thirty-seven (37) self-identified as African American, six (6) self-identified as Asian American, nine (9) self-identified as Native American, one (1) self-identified as Hispanic/Latino, and one (1) self-identified as Hawaiian/Pacific Islander; and

WHEREAS, on the published due date, July 16, 2026, four (4) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirement review; and

WHEREAS, KW Underground, LLC, whose total bid was the lowest responsive and responsible submission, is recommended for award; and

WHEREAS, KW Underground, LLC maintains its primary place of business in Ocilla, Georgia; 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 independent contractor agreement with KW Underground LLC, to perform sidewalk improvements along Jeffersonville Road, in the amount of FOUR HUNDRED NINETY-NINE THOUSAND, ONE HUNDRED FORTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$499,143.33), to be paid from 2018 SPLOST funds – Road Work – Other line item, and with such agreement in a substantially similar form as 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

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

*J:\RES MACON-BIBB\2026 Miller Authorizing Ind. Con. Agreement With KW Underground For Jeffersonville Road
Sidewalk - \$499,143.33 - SPLOST - 7-28-26.Docx*

EXHIBIT A

GENERAL CONSTRUCTION AGREEMENT BETWEEN
MACON-BIBB COUNTY AND
KW UNDERGROUND, LLC.

THIS GENERAL CONSTRUCTION AGREEMENT (this “Agreement”) is made by and between Macon-Bibb County, a political subdivision of the State of Georgia, (“County”), and KW Underground, LLC (“Contractor”), a Georgia corporation having a principal place of business at 1224 Five Bridges Road, Ocilla, GA 31774, collectively the Parties (“Parties”).

In consideration of the mutual promises and obligations contained in this Agreement, the Parties agree as follows:

1. Term and Compensation

1.1 Term

This Agreement shall commence on the date it is executed by both parties and shall continue in full force and effect until completion of Contractor’s duties, not to exceed one year from contract execution unless terminated earlier by operation of and in accordance with this Agreement. The Agreement may only be extended thereafter by written mutual written consent of the Parties.

1.2 Compensation

Contractor shall receive FOUR HUNDRED NINETY-NINE THOUSAND, ONE HUNDRED FORTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$499,143.33) as full compensation for services performed under this Agreement, in accordance with Exhibit A – Contractor’s Bid Pricing Submission, attached hereto and incorporated by reference (“Exhibit A”). Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. The County will only pay for items used and actual work performed. Change orders will be issued for any variance from this Agreement. Any unauthorized work or material change will not be compensated unless a change order has been approved in writing by the County.

County shall not pay any interest, penalties, or other amount claimed beyond the amount authorized by the County Commission. County is tax exempt and cannot agree to pay State or Federal taxes.

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

2. Services and Obligations of Independent Contractor

2.1 Scope of Services

Contractor shall commence, diligently pursue, and complete the services as set forth in this Agreement and as more specifically detailed in Exhibit B – Jeffersonville Road Sidewalk Project (“Exhibit B”), attached hereto and incorporated by reference. In general terms, this project shall include without limitation, the preparation of the site and installation of the sidewalk facilities in accordance with GDOT, ADA, and all other applicable design standards, as more fully described in Exhibit B. All work contemplated hereunder shall be completed in accordance with all state, federal, and local laws, rules, and ordinances.

2.2 Schedule

Contractor shall commence work as soon as practicable, but no later than 10 calendar days from the County’s issuance of the Notice to Proceed. Contractor shall complete all work within 150

calendar days following the County's issuance of the Notice to Proceed. This Schedule shall include all clean up, demobilization, and other work necessary to return the project area to its final state. This schedule includes accommodation for weather delays of 3 calendar days, Time is of the essence; therefore, Contractor shall execute all work diligently, completing all work within the timeframe established between County and Contractor, unless extended in writing by mutual consent of the Parties.

The County shall be entitled to receive, and may withhold from payments to Contractor, liquidated damages of SEVENTY-FIVE DOLLARS AND 00/100 CENTS (\$75.00) for each day that the project is delayed beyond the scheduled completion date, unless the Contractor obtains an extension of time from the County. 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

2.3. Method of Performing Services

(a) General

All work to be performed under this Agreement shall comply with all applicable codes, ordinances, and regulations. Contractor shall obtain all permits and licenses and pay all fees as required. Contractor shall also arrange for all required and necessary inspections required by authorities having jurisdiction over the project and submit certificates of approval to the County.

(b) Layout of Work

Contractor shall verify all existing conditions and contiguous work to form a designated worksite, providing all necessary measurements, lines, and levels. Contractor shall assume full responsibility for the accuracy of the work layout.

(c) Work Area

Contractor shall confine operations to as small an area as possible, using only the areas designated for on-site storage.

Contractor shall protect all surrounding and adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways, and fences along or adjacent to work. Should damage occur, Contractor shall restore, at Contractor's own expense, any such property damage or injuries to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring to the satisfaction of the County.

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.

(d) Underground Utilities

The Contractor shall verify all underground utilities and their location prior to commencing any work under this Agreement. Damages to underground utilities, and costs to repair same, shall be the responsibility of the Contractor.

(e) Traffic Control

Contractor shall maintain traffic by utilizing adequate construction signs and flagmen at all times.

Contractor shall furnish, install, maintain, and remove all traffic control devices necessary to properly protect and divert traffic.

Contractor shall ensure that barricades and detour signs are illuminated at night.

Contractor shall be responsible for all costs associated with required traffic control.

Contractor shall assume responsibility for damages resulting from the failure of the signs and/or barricades to properly protect the work from traffic.

(f) Erosion Control

Erosion control measures will be required for this project. In planning and implementation of such erosion control measures, Contractor shall refer to "Manual for Erosion and Sediment Control in Georgia" prior to any grading or construction activities. Contractor shall obtain approval for any activity involving erosion control measures or construction from the Macon-Bibb Engineering Department. The Contractor shall utilize erosion control measures during the course of completing this

(g) Vandalism

The Contractor shall take every precaution not to leave equipment and materials where they can be reached and used for defacing new or existing work at any time.

(h) Material Disposal

Contractor shall not allow trash, dirt, stumps, tree trunks, or excess material to accumulate and shall be responsible for removing same from the premises. Such items shall be disposed of off premises.

No burnishing of trash, dirt, stumps, tree trunks, excess materials, or other items shall be permitted at the premises.

All costs of removing trash shall be the responsibility of Contractor.

Contractor shall be responsible for the place and method of proper disposal.

(i) Inspection

Inspectors may be appointed by the County to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation and manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of the specifications for this project, 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.

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 does not agree to waive any rights to trial by jury.

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.

2.4 Resources

All equipment, personnel, and materials required for the proper performance of services shall be furnished by and shall remain under the control of Contractor. Contractor shall be

responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high-quality working and performing order.

3. Non-Employment Relationship between County and Contractor

3.1 Independent Contractor Relationship

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.

3.2 Withholding Taxes and Benefits

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.

4. Contractor Representations and Warranties

4.1 Authority

Contractor has all the necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Contractor, enforceable against it in accordance with its terms. No action, suit or proceeding in which Contractor is a party that may restrain or question this Agreement or the provision of services by Contractor is pending or threatened. Agreement does not violate the terms of any agreement between Contractor and any third party.

4.2 Professional Standards

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.

4.3 Conformity

The development, creation, delivery, provision, implementation, maintenance, and support of all services shall conform in all material respects to the description of services in this Agreement, including all Exhibits attached hereto.

4.4 Representations and Warranties

Contractor will make no representations, warranties, or commitments binding the County without the County's prior written consent.

4.5 Compliance with Laws

Contractor will perform all services in compliance with all applicable local, state, and Federal laws. Contractor will be responsible for, and compensation paid under this Agreement shall include, the cost of obtaining, maintaining and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement.

5. Contractor's Obligations

5.1 Personnel

Contractor shall be responsible, at its own cost, for all recruiting, hiring, training, educating, and orienting of all Contractor's personnel, all of whom shall be fully qualified and shall be authorized under applicable law to perform the services.

5.2 Subcontracting and Assignments

Contractor shall provide all relevant information of any subcontractors and provide a copy of any subcontractor's business registration with the State of Georgia. Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards any subcontractor be greater than County's responsibilities to Contractor under this Agreement.

5.3 Conflicts of Interest

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

5.4 Payment and Performance Bond

Contractor shall purchase payment and performance bonds prior to the commencement of any construction on the Project. Each bond shall: be in a form approved by County; 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 July 30, 1947 (61 Stat. 646, as amended; 6 U.S.C. 6-13); 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. The penal sum of each bond shall be an amount not less than the contract price.

Contractor shall deliver bonds and powers of attorney to County prior to commencement of the work. The bonding company that issues the bonds must be registered with The Surety Association of America (SAA).

In the event the Contract Price is adjusted by Change Order executed by the parties, the penal sum of both of the performance bond and the payment bond shall be deemed to be automatically increased by like amount without requiring additional notice to the Surety.

5.5 Subcontractor Reporting Requirements

6. Company Prohibitions to Create a Safe Work Environment

6.1 Drug Free Workplace

Contractor, employees and subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances

prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

6.2 Prohibition on Unlawful Discrimination and Harassment

County does not discriminate based on race, color, national origin, sex, age, religion or disability in any employment policies and practices. County prohibits unlawful discrimination or harassment, including sexual harassment. Neither Contractor, employees, nor subcontractors shall engage in unlawful harassment or discrimination while on the premises of the County. County has a no tolerance policy for violation of this rule.

6.3 Equal Employment Opportunity

During the performance of this Agreement, Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used herein, the words “shall not discriminate” shall mean and include without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

7. Termination

7.1 Termination for Convenience

Either party may terminate this Agreement with thirty (30) 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.

7.2 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 in 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 procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated, and Contractor shall be liable to the County for any excess costs.

8. Notices

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

For County:

Macon-Bibb County
Attn: Mayor
700 Poplar Street
P.O. Box 247

For Independent Contractor:

KW Underground, LLC
Attn: Kelly L. Wynn
1224 Five Bridges Road
Ocilla, Georgia 31774

Macon, GA 31202-0247

With a copy to:
Macon-Bibb County
Attn: County Attorney
700 Poplar Street
P.O. Box 247
Macon, GA 31202

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

9. Indemnification

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.

10. Insurance Requirements

10.1 General Terms

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 by County. 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.G.A. §50-21-37.

10.2 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 in 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

10.3 Business Automobile Liability Insurance (“BAP”)

Independent Contractor agrees to procure and maintain Business Automobile Liability Insurance (“BAP”) with liability limits of not less than \$1,000,000.00, covering any owned, non-owned, or hired motor vehicles, with a maximum deductible of not more than \$5,000.00. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.

10.4 Workers’ Compensation Insurance

Independent Contractor agrees to procure workers’ compensation coverage in accordance with the statutory limits established by Georgia law and as specified in Exhibit A. 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 in accordance with the terms specified in Exhibit A.

10.5 Evidence of Insurance

Contractor shall provide County with certificates of insurance evidencing the insurance required above, and satisfactory to the County, prior to commencing work under this Agreement. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of “B+” or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.

10.6 County’s Obligation

The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all liability arising from its, or its subcontractor’s failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor’s, or any subcontractor’s, failure to acquire and/or maintain adequate insurance.

11. Force Majeure

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party’s failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party’s control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances. This paragraph shall not apply to any delay caused by the COVID-19 pandemic.

12. Dispute Resolution and Jury Trial

Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County Superior Court or the Federal District Court in the Middle District of Georgia (Macon Division.) County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

13. 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.

14. Work Product, Intellectual Property, and Information

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.

15. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act. 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.

16. General Terms

16.1 Waiver

Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment, or waiver of this Agreement will be binding on County unless executed in writing by the County.

16.2 Severability

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

16.3 Titles, Captions and Headings

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

16.4 No Drafting Presumption

No presumption of any applicable law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

16.5 Survival

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

16.6 Previous Agreements

Any services authorized by County under previous “quote(s)” for services, and any related contract documents, shall be governed by and subject to this Agreement.

17. Counterparts

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

18. Entire Agreement

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

[SIGNATURES TO FOLLOW]

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

MACON-BIBB COUNTY:

By: _____
Lester M. Miller, Mayor Date _____

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

(SEAL)

KW UNDERGROUND, LLC:

By: _____
_____(Name/Title) Date _____

Attested: _____
_____(Name)(Title) Date _____

(SEAL)

J:\Atty\AEB\Contracts\FY 2027 Contracts\26-055-LH - KW Underground - Jeffersonville Sidewalks - \$499,143.33 - SPLOST - 7-28-26.docx

EXHIBIT A

PROJECT IDENTIFICATION:

Jeffersonville Road Sidewalk Extension

CONTRACT IDENTIFICATION AND NUMBER:

I & A Project No.: 0230-004-01

THIS BID IS SUBMITTED TO:

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

THIS BID IS SUBMITTED FROM:

KW Underground LLC.
249 Fitzgerald Hwy
Ocala, Georgia 31774

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.

Bid Form

00300-2

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
<u>6/30/26</u>	<u>Addendum # 1</u>

BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph 5 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

BIDDER agrees to commence work under this Agreement on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the work within 150 consecutive calendar days from the "Notice to Proceed" date.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.

Bid Form

00300-4

**Macon-Bibb County
Jeffersonville Road Sidewalk Extension**

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	LS	Mobilization, Bonding, Insurance, Cleanup, Stakeout, Site Preparation, and Disposal of Debris	\$ 22,000	\$ 22,000
2	1	LS	Traffic Control	\$ 20,000	\$ 20,000
3	1	LS	Grading Complete	\$ 30,000	\$ 30,000
4	663	SY	Sidewalk Concrete (4" Thick)	\$ 83.66	\$ 56,792.58
5	66	SY	Driveway Concrete (6" Thick) on Prepared Subgrade	\$ 128.50	\$ 8,482
6	1242	LF	Sawed Joint in Existing Pavements (Conc. Or Asph.)	\$ 11.50	\$ 14,273
7	1	LS	Pavement Repair at Perry Rd. Intersection - including paving (±59 SY) and water leak repair	\$ 18,500	\$ 18,500
8	1196	LF	30" Curb & Gutter including base	\$ 36.50	\$ 43,654
9	6	EA	Concrete Ramp including Detectable Warning	\$ 2,250	\$ 13,500
10	265	LF	8" Wide Solid White Striping (Perimeter of Crosswalk)	\$ 7.50	\$ 1,987.50
11	227	LF	24" Wide Solid White Striping (Stop Bars & Center of Crosswalk)	\$ 9.50	\$ 2,156.50
12	1	LS	Extend Triple 24" Storm Drain including 24" RCP, Concrete Headwall & Concrete Collar	\$ 15,500	\$ 15,500
13	27	LF	Reinforced Concrete Pipe (RCP) - 24"	\$ 145.00	\$ 3,915
14	8	LF	Corrugated Plastic Pipe (CPP) - 12"	\$ 85.00	\$ 680
15	41	LF	Corrugated Plastic Pipe (CPP) - 15"	\$ 95.00	\$ 3,895
16	528	LF	Corrugated Plastic Pipe (CPP) - 18"	\$ 120.00	\$ 63,360
17	1	EA	Flared End Section (FES) - 24"	\$ 2,000	\$ 2,000
18	4	EA	Flared End Section (FES) - 15"	\$ 850.00	\$ 3,400
19	1	EA	Junction Box (JB1) Ring & Cover Top, Base & Subgrade	\$ 3,200	\$ 3,200
20	4	VF	Junction Box (JB1)	\$ 400.00	\$ 1,600
21	5	EA	Catch Basin (CB1-5) GDOT STD. 1019B Type V-1 Top, Base & Subgrade	\$ 2,250	\$ 14,250

22	24.5	VF	Catch Basin (CB1-5) GDOT STD. 1019B Type V-1	\$ 900.00	\$ 22,050
23	2	EA	Double Wing Catch Basin (CB6-7) GDOT STD. 1033B Top, Base & Subgrade	\$ 3,750	\$ 7,500
24	7	VF	Double Wing Catch Basin (CB6-7) GDOT STD. 1033B Top, Base & Subgrade	\$ 800.00	\$ 5,600
25	1	EA	Drop Inlet (DI1-3) - ADS Nyloplast 12" Drain Basin Top & Subgrade	\$ 3,500	\$ 3,500
26	3.5	VF	Drop Inlet (DI1-3) - ADS Nyloplast 12" Drain Basin	\$ 500.00	\$ 1,750
27	2	EA	Drop Inlet (DI1-3) - ADS Nyloplast 18" Drain Basin Top & Subgrade	\$ 3,250	\$ 6,500
28	7	VF	Drop Inlet (DI1-3) - ADS Nyloplast 18" Drain Basin	\$ 700.00	\$ 4,900
29	1	EA	Closed Flume Inlet - FDOT Index 425-061	\$ 2,600	\$ 2,600
30	255	LF	6" Watermain - Ductile Iron	\$ 120.00	\$ 30,600
31	2	EA	6" Insertion Valve w/ Box & Concrete Collar	\$ 3,400	\$ 6,800
32	2	EA	Tie to Existing 6" Water Main	\$ 1,850	\$ 3,700
33	1	EA	Transfer of existing short side service to proposed water main including taping saddle, corp stop, service piping, etc.	\$ 750.00	\$ 750.00
34	0.15	TNS	DI Fittings	\$ 8,500.	\$ 1,275
35	15	LF	4" Gas Main	\$ 72.00	\$ 1,080
36	75	LF	2" Gas Main	\$ 58.00	\$ 4,350
37	2	EA	Tie to Existing 4" Gas Main	\$ 1,650	\$ 3,300
38	6	EA	Tie to Existing 2" Gas Main	\$ 1,250	\$ 7,500
39	2	EA	Transfer of existing Gas Service to Proposed Gas Main including fittings, service piping, tie-in, etc.	\$ 2,150	\$ 4,300
40	3	EA	Remove & Replace Mailbox as needed	\$ 425.00	\$ 1,275
41	1	EA	Remove & Replace Signs as needed	\$ 650.00	\$ 650.00
42	0.2	AC	Clearing & Grubbing	\$ 5,500	\$ 1,100
43	40	HR	Exploratory Digging	\$ 185.00	\$ 7,400

Bid Form

00300-6

44	1	LS	Erosion & Sedimentation Control including all BMPs not specifically itemized, inspections, maintenance and temporary grassing/mulching	\$ 12,500	\$ 12,500
45	53	SY	Storm drain outlet protection - St	\$ 68.00	\$ 3,604
46	0.28	AC	Temporary Grassing - Ds2	\$ 3,200	\$ 896.00
47	0.28	AC	Permanent Grassing - Ds3	\$ 3,800	\$ 1,064
48	0.56	TNS	Dry Mulch (2 Tons/Acre) - Ds1	\$ 1,850	\$ 1,036
49	405	LF	Silt Fence Type "A" - Sd1-NS	\$ 5.75	\$ 2,328.75
50	6	EA	Haybale Check dams - Cd-Hb	\$ 185.00	\$ 1,110
51	10	EA	Inlet Sediment Trap - Sd2-F	\$ 285.00	\$ 2,850
52	8	EA	Inlet Sediment Trap - Sd2-P	\$ 265.00	\$ 2,120
TOTAL BASE BID				\$ 499,143.33	

Bidder agrees to furnish all materials, equipment and to perform all labor necessary for the construction of the **Jeffersonville Road Sidewalk Extension** for the **Macon-Bibb County Board of Commissioners** for the sum of: Four hundred & ninety nine thousand one hundred & forty three ³³/₁₀₀ Dollars (\$ 499,143.33).

The above lump sum and unit prices shown shall include all labor, materials, bailing, shoring removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

BIDDER understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding.

BIDDER understands that the attached construction specifications are for use as a general guide. This project shall be constructed in accordance with the Georgia Department of Transportations Standard Specifications for the Construction of Roads and Bridges, latest edition.

BIDDER furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within fifteen days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the OWNER as liquidated damages for such failures.

The following documents are attached to and made a condition of this Bid:

- Required Bid Bond for the sum of twenty five thousand Dollars (\$ 24,957.46) according to the conditions of "Instructions to Bidders".
25,000.00

Macon-Bibb County Board of Commissioners
Jeffersonville Road Sidewalk Extension

I & A Project No. 0230-004-01
January, 2026

- b. Bid Data submitted by BIDDER that indicates standard specifications, details or drawings with any deviation from the specifications indicated.

SUBMITTED on July 16, 20 26.

BIDDER: Kw Underground LLC.

By: Chris Wynn (Signature)

Printed: Chris Wynn

Title: Estimator

Address: 249 Fitzgerald Hwy
Dallas Georgia
31774

Phone: 229-468-9140

Fax: —

Seal: (if bid by a Corporation)

Attested by: (Signature)

END OF SECTION

EXHIBIT B



Macon-Bibb County, Georgia

INVITATION FOR BIDS

FOR

Jeffersonville Road Sidewalk Project

91347

91362

91382

BID NUMBER: 26-055-LH

ISSUED: 6/12/2026

BIDS DUE NO LATER THAN 12:00 NOON ON THURSDAY, JULY 16, 2026

Macon-Bibb County Procurement Department
700 Poplar Street
Suite 308
City Hall
Macon, Georgia 31201

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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
B – BID FORM
C – DIAGRAM

END OF TABLE OF CONTENTS

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, July 16, 2026**, for **Jeffersonville Road Sidewalk Project** for 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, July 16, 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

1. A **non-mandatory** pre-bid conference is scheduled for **10:30 o'clock a.m., Wednesday, June 24, 2026**, in the Macon-Bibb Board of Commissioners Chambers located at 700 Poplar Street, Macon, GA 31201. Deadline for submission of questions is **Friday, June 26, 2026, at 3:00 p.m.** standard eastern time. Questions must be submitted via email to Lhardwick@maconbibb.us

D. Bid Bond

1. Bids, in order to be considered, 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 26-055-LH – “Jeffersonville Road Sidewalk Project”
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.
2. Local Preference
 - a) Macon-Bibb County reserves the right to award bids to County businesses and merchants whose bid is within 5% (five percent) of the lowest responsive and responsible bid which conforms to the Invitation to Bid.
INSTRUCTIONS TO BIDDERS
 - 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.

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 10% retainage will be withheld from each payment until final payment is made. The Owner will only pay for items used and actual work performed.
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 **June 26, 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 devices necessary to properly protect and divert traffic. Such barricades and detour signs shall be illuminated at night.
3. All costs associated with traffic control shall be the responsibility of the Contractor.
4. The Contractor shall assume all responsibility for damages resulting from the failure of the signs and/or barricades to properly protect the work from traffic.

G. 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 Jeffersonville Road Sidewalk Project, for Macon-Bibb County.

B. Specifications

1. The Contractor shall provide all labor, materials, and equipment to complete the project as described in Attachment C Site Development Plans/Scope of Work. The project will include, but not limited to, demolition of all existing conditions (except for the field lighting, which will be done by other designated persons), grading, fencing, construction of dugouts and bleacher areas, grassing, irrigation, and all other necessary work to rebuild the field. Please see Attachment "B" for additional information 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: **Jeffersonville Road Sidewalk Project**

Macon-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.

Bid Price Form

For

Jeffersonville Road Sidewalk Project

Total Bid Price: \$ _____

Delivery Timeframe _____

Note: In addition to entering "Total Bid Price" please complete Attachment B to enter itemized pricing.

I certify that my bid meets these minimum specifications. This bid shall be valid and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Printed Name: _____

Signature: _____

Date: _____

Attachment “A”
Required Submission Documents

Macon-Bibb County
Summary of Attachment “A” Required Documents

- Bidder Qualification Form
- List of Sub-Contractors
- Bidder Minority Participation Goal
- Financial & Legal Stability Statement
- Insurability Statement
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Non-Collusion Affidavit

Instructions and additional information regarding the three forms below can be found on our website under the Procurement Department Documents tab if needed.

- Macon-Bibb County Vendor Application
- Form W-9
- E-Verify Affidavit

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: _____

Address: _____

When Organized: _____ Where Incorporated: _____

How many years have you engaged in business under the present firm name? _____

Credit available for this contract? _____

Contracts now in hand? _____

Has bidder ever refused to execute a contract at the original bid amount? _____

Has bidder ever been declared in default on a contract? _____

Comments: _____

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

References

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

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201____

My Commission Expires: _____

Notary Public

[NOTARY SEAL]

Attachment “A”

Required Submission Documents

LIST OF SUB-CONTRACTORS

I do ☐, do not ☐, propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors.

NAME/ADDRESS

TYPE OF WORK

% of Contract

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Contractor Name

Attachment “A”

Required Submission Documents

BIDDER MINORITY PARTICIPATION GOAL

(Attach additional pages if required.)

I do ☐, do not ☐, propose to employ the minority sub-contractors as listed below on some of the work on this project.

NAME/ADDRESS

TYPE OF WORK

% of Contract

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Contractor Name

Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

☐ Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

☐ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.

Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 201____ My Commission Expires: _____

_____ [NOTARY SEAL]

Notary Public

Attachment "A"
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

☐ By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 201_____ My Commission Expires: _____

[NOTARY SEAL]

Notary Public

Attachment "A"
Required Submission Documents



Macon-Bibb County
Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31202-0247
Tel: (478) 803-0550 • Fax: (478) 751-7252
www.maconbibb.us

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

Dated at this _____ day of _____, 2019.

Signature of Contractor: _____

Title: _____

For Macon Bibb County Personnel Only:

Macon Bibb County Procurement Department will verify that the above bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

Signature of Procurement Officer _____ Date _____

Printed Name _____

Attachment "A"
Required Submission Documents

NON COLLUSION AFFIDAVIT

Date:	
Project:	Bibb County, Georgia
Project #:	
Project Description:	
Services Provided:	General Contracting
State of:	Georgia
County of:	Bibb

I, _____ having first been duly sworn, deposes and states as follows:

I am the party making the foregoing Proposal or Bid; that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or Bidder or person, to put in a sham Proposal or Bid, or that such other person refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Fee or Bid Price of affiant or any other Proposer or Bidder, or to fix any overhead, profit or cost element of said Proposal Fee or Bid Price, or that of any other Proposer or Bidder, or to secure any advantage against Bibb County, Georgia or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Proposer or Bidder has not directly or indirectly submitted this Proposal or Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Contractor:

(Signature)

(Seal)



Attachment "A"
Required Submission Documents

MACON-BIBB COUNTY
Vendor Application

Date Submitted: _____

☐

New Application

☐

Revised Application

RETURN THIS COMPLETED FORM TO:

Macon-Bibb County Procurement Department
700 Poplar Street, Ste. 308
Macon, GA 31201

Phone: 478-803-0550
Fax: 478-751-7252
Email: procurement@maconbibb.us

GENERAL VENDOR INFORMATION

Company Name:

Company Address:

Authorized By (Name):

Title:

Authorized Signature:

Date:

Telephone Number:

Fax Number:

Email Address:

REMITTANCE INFORMATION (where payments should be sent)

Remit to Name:

Remit to Address:

Phone:

Fax:

Toll Free:

Contact:

Email:

Business Type (choose one):

☐

Individual/Sole Proprietor

☐

Single member LLC

☐

Business - incorporated

☐

Business - not incorporated/partnership

☐

LLC: C S P (circle one)

☐

Other (Specify):

Social Security #:

Federal Tax ID #:

PURCHASE ORDER INFORMATION (where purchase orders should be sent)

Purchase Order Name:

Purchase Order Address:

Phone:

Fax:

Toll Free:

Contact:

Email:

Payment Terms: Discount %

Days

Net Due

Freight Terms: Ship Via

FOB

E-Verify Information

Private Employer Affidavit is attached :

With E-Verify # _____ With E-Verify exemption selected _____

Contractor Affidavit is attached: (additional affidavit, if applicable)

With E-Verify # _____ Without E-Verify # but a copy of my driver's license is attached since

I have no employees and no intent to hire employees _____

MBE/DBE/WBE STATUS (Select at least one)

Minority Owned (African American, Hispanic, Native American, Asian American) circle one _____

Woman Owned _____ Disabled _____ Veteran _____ Not Applicable _____

Do you maintain a local office in Macon-Bibb County?

Yes _____

No _____

Attachment "A"

Required Submission Documents

Request for Taxpayer Identification Number and Certification

Form

W-9

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Attachment "A"
Required Submission Documents

E-VERIFY AND PRIVATE EMPLOYER AFFIDAVIT

Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies one of the following with respect to its application for an occupational tax certificate, alcohol license, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Business Name: _____

SECTION 1 (Choose ONE of the following)

- (A) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed **ten (10) or less employees.** (Proceed to Section 3)
- (B) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed **more than ten (10) employees** and has registered with the E-Verify program. (Proceed to Section 2)

SECTION 2

The employer has registered with and utilizes the Federal Work Authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its E-Verify number and date of authorization are as follows:

E-Verify Number: _____

Date of Authorization: _____ **(Proceed to Section 3)**

SECTION 3

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city), _____ (state)

Printed Name of Authorized Officer or Agent: _____

Title of Authorized Officer or Agent: _____

Signature of Authorized Officer or Agent: _____

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____

NOTARY PUBLIC

My Commission Expires: _____

PROJECT IDENTIFICATION:

Jeffersonville Road Sidewalk Extension

CONTRACT IDENTIFICATION AND NUMBER:

I & A Project No.: 0230-004-01

THIS BID IS SUBMITTED TO:

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

THIS BID IS SUBMITTED FROM:

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.

Bid Form

00300-2

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number

BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph 5 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

BIDDER agrees to commence work under this Agreement on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the work within **150** consecutive calendar days from the "Notice to Proceed" date.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.

Bid Form

00300-4

**Macon-Bibb County
Jeffersonville Road Sidewalk Extension**

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	LS	Mobilization, Bonding, Insurance, Cleanup, Stakeout, Site Preparation, and Disposal of Debris	\$	\$
2	1	LS	Traffic Control	\$	\$
3	1	LS	Grading Complete	\$	\$
4	663	SY	Sidewalk Concrete (4" Thick)	\$	\$
5	66	SY	Driveway Concrete (6" Thick) on Prepared Subgrade	\$	\$
6	1242	LF	Sawed Joint in Existing Pavements (Conc. Or Asph.)	\$	\$
7	1	LS	Pavement Repair at Perry Rd. Intersection - including paving (±59 SY) and water leak repair	\$	\$
8	1196	LF	30" Curb & Gutter including base	\$	\$
9	6	EA	Concrete Ramp including Detectable Warning	\$	\$
10	265	LF	8" Wide Solid White Striping (Perimeter of Crosswalk)	\$	\$
11	227	LF	24" Wide Solid White Striping (Stop Bars & Center of Crosswalk)	\$	\$
12	1	LS	Extend Triple 24" Storm Drain including 24" RCP, Concrete Headwall & Concrete Collar	\$	\$
13	27	LF	Reinforced Concrete Pipe (RCP) - 24"	\$	\$
14	8	LF	Corrugated Plastic Pipe (CPP) - 12"	\$	\$
15	41	LF	Corrugated Plastic Pipe (CPP) - 15"	\$	\$
16	528	LF	Corrugated Plastic Pipe (CPP) - 18"	\$	\$
17	1	EA	Flared End Section (FES) - 24"	\$	\$
18	4	EA	Flared End Section (FES) - 15"	\$	\$
19	1	EA	Junction Box (JB1) Ring & Cover Top, Base & Subgrade	\$	\$
20	4	VF	Junction Box (JB1)	\$	\$
21	5	EA	Catch Basin (CB1-5) GDOT STD. 1019B Type V-1 Top, Base & Subgrade	\$	\$

22	24.5	VF	Catch Basin (CB1-5) GDOT STD. 1019B Type V-1	\$	\$
23	2	EA	Double Wing Catch Basin (CB6-7) GDOT STD. 1033B Top, Base & Subgrade	\$	\$
24	7	VF	Double Wing Catch Basin (CB6-7) GDOT STD. 1033B Top, Base & Subgrade	\$	\$
25	1	EA	Drop Inlet (DI1-3) - ADS Nyloplast 12" Drain Basin Top & Subgrade	\$	\$
26	3.5	VF	Drop Inlet (DI1-3) - ADS Nyloplast 12" Drain Basin	\$	\$
27	2	EA	Drop Inlet (DI1-3) - ADS Nyloplast 18" Drain Basin Top & Subgrade	\$	\$
28	7	VF	Drop Inlet (DI1-3) - ADS Nyloplast 18" Drain Basin	\$	\$
29	1	EA	Closed Flume Inlet - FDOT Index 425-061	\$	\$
30	255	LF	6" Watermain – Ductile Iron	\$	\$
31	2	EA	6" Insertion Valve w/ Box & Concrete Collar	\$	\$
32	2	EA	Tie to Existing 6" Water Main	\$	\$
33	1	EA	Transfer of existing short side service to proposed water main including taping saddle, corp stop, service piping, etc.	\$	\$
34	0.15	TNS	DI Fittings	\$	\$
35	15	LF	4" Gas Main	\$	\$
36	75	LF	2" Gas Main	\$	\$
37	2	EA	Tie to Existing 4" Gas Main	\$	\$
38	6	EA	Tie to Existing 2" Gas Main	\$	\$
39	2	EA	Transfer of existing Gas Service to Proposed Gas Main including fittings, service piping, tie-in, etc.	\$	\$
40	3	EA	Remove & Replace Mailbox as needed	\$	\$
41	1	EA	Remove & Replace Signs as needed	\$	\$
42	0.2	AC	Clearing & Grubbing	\$	\$
43	40	HR	Exploratory Digging	\$	\$

Bid Form

00300-6

44	1	LS	Erosion & Sedimentation Control including all BMPs not specifically itemized, inspections, maintenance and temporary grassing/mulching	\$	\$
45	53	SY	Storm drain outlet protection - St	\$	\$
46	0.28	AC	Temporary Grassing - Ds2	\$	\$
47	0.28	AC	Permanent Grassing - Ds3	\$	\$
48	0.56	TNS	Dry Mulch (2 Tons/Acre) - Ds1	\$	\$
49	405	LF	Silt Fence Type "A" - Sd1-NS	\$	\$
50	6	EA	Haybale Check dams - Cd-Hb	\$	\$
51	10	EA	Inlet Sediment Trap - Sd2-F	\$	\$
52	8	EA	Inlet Sediment Trap - Sd2-P	\$	\$
TOTAL BASE BID				\$	

Bidder agrees to furnish all materials, equipment and to perform all labor necessary for the construction of the **Jeffersonville Road Sidewalk Extension** for the **Macon-Bibb County Board of Commissioners** for the sum of: _____

_____ Dollars (\$_____).

The above lump sum and unit prices shown shall include all labor, materials, bailing, shoring removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

BIDDER understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding.

BIDDER understands that the attached construction specifications are for use as a general guide. This project shall be constructed in accordance with the Georgia Department of Transportations Standard Specifications for the Construction of Roads and Bridges, latest edition.

BIDDER furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within fifteen days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the OWNER as liquidated damages for such failures.

The following documents are attached to and made a condition of this Bid:

- a. Required Bid Bond for the sum of _____ Dollars (\$_____) according to the conditions of "Instructions to Bidders".

- b. Bid Data submitted by BIDDER that indicates standard specifications, details or drawings with any deviation from the specifications indicated.

SUBMITTED on _____, 20 ____.

BIDDER: _____

By: _____

Printed: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Seal: (if bid by a Corporation)

Attested by: _____

END OF SECTION

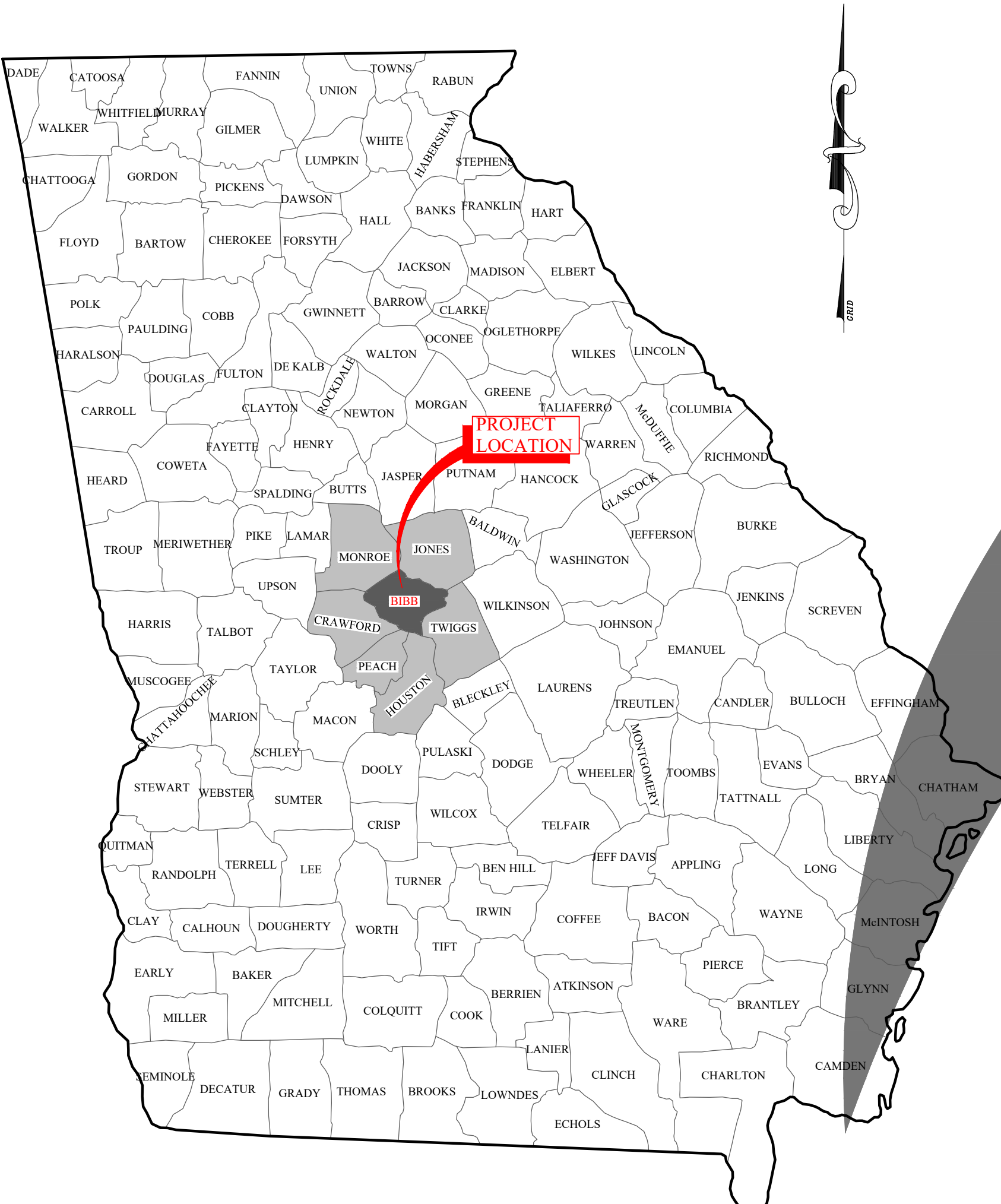
JEFFERSONVILLE ROAD SIDEWALK EXTENSION

FOR MACON-BIBB COUNTY BOARD OF COMMISSIONERS BIBB COUNTY, GEORGIA

JANUARY 2026
I&A PROJECT # 0230-004-01



STATE OF GEORGIA



DRAWING INDEX

-	TITLE
1	GENERAL NOTES & LEGEND
2-4	SIDEWALK PLAN & CROSS-SECTIONS
5	DRAINAGE PROFILES
6-10	MISCELLANEOUS DETAILS
AP1-AP3	APPENDIX DRAWINGS INCLUDES E&S



INGRAM & ASSOCIATES CONSULTING ENGINEERS, LLC

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T: (229) 387-8536 • 1002 Park Ave. North • Tifton, Ga 31793-7547 • www.ingrameng.com

I&A PRJ # 0230-004-01

Drawing File: Z:\CAD\CAD Projects\0230 Macon-Bibb County\0230-004-01 Jeffersonville Rd Sidewalk\Working Set\Jeffersonville Rd Sidewalk.dwg

JEFFERSONVILLE ROAD SIDEWALK EXTENSION
BIBB COUNTY BOC

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GENERAL GRADING & DRAINAGE NOTES:

1. ALL GRADING, DRAINAGE AND RELATED IMPROVEMENTS SHALL CONFORM TO THE FOLLOWING, AS APPROPRIATE:
A) MANUAL FOR EROSION & SEDIMENTATION CONTROL IN GEORGIA - CURRENT EDITION.
B) LOCAL COUNTY ORDINANCES IF APPLICABLE.
C) NPDES PERMIT IF APPLICABLE.
D) GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION OF TRANSPORTATION SYSTEMS 2001 EDITION.
E) GDOT STANDARD DETAIL WEB SITE: http://standarddetails.dot.ga.gov/sds_dtl/estds.jpg?Preview=no
2. ALL PROPERTY CORNERS OR MARKERS SHALL BE CLEARLY DELINEATED IN THE FIELD PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION/GRADING. ALL WORK SHALL BE PERFORMED ON EXISTING EASEMENT OR RIGHT-OF-WAY DEDICATED FOR THAT PURPOSE.
3. DURING GRADING OPERATIONS AND PRIOR TO CONSTRUCTION OF PERMANENT DRAINAGE STRUCTURES, TEMPORARY DRAINAGE CONTROL SHOULD BE PROVIDED TO PREVENT PONDING WATER AND DAMAGE TO ADJACENT PROPERTIES.
4. DUST SHALL BE CONTROLLED BY WATERING OR OTHER APPROVED METHODS.
5. NO FILL SHALL BE PLACED ON EXISTING GROUND UNTIL THE GROUND HAS BEEN CLEARED OF WEEDS, DEBRIS, TOPSOIL AND OTHER DELETERIOUS MATERIAL.
6. MAXIMUM CUT AND FILL SLOPE = 3:1 UNLESS OTHERWISE NOTES.
7. "NO OBSTRUCTION OF FLOODPLAINS OR NATURAL WATER COURSES SHALL BE PERMITTED."
8. ALL EXISTING DRAINAGE COURSES ON THE PROJECT SITE MUST CONTINUE TO FUNCTION, ESPECIALLY DURING STORM CONDITIONS. PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS MUST BE USED TO PROTECT ADJOINING PROPERTIES DURING GRADING OPERATIONS.
9. FINISH GRADE SHALL BE SLOPED AWAY FROM ALL WING OR HEAD WALLS AT NOT LESS THAN 1/2" PER FOOT FOR A MINIMUM OF 3'.
10. CUT AND FILL SLOPES EQUAL TO OR GREATER THAN 2' IN VERTICAL HEIGHT SHALL BE PLANTED WITH GRASS OR GROUND COVER TO PROTECT THE SLOPE FROM EROSION AND INSTABILITY.
11. IF STEEP SLOPING TERRAIN OCCURS UPON WHICH FILL IS TO BE PLACED, IT MUST BE CLEARED, KEYED AND BENCHED INTO FIRM NATURAL SOIL FOR FULL SUPPORT.
12. EXCAVATIONS
A) SHALL BE DEFINED AS UNCLASSIFIED EXCAVATION. NOTIFY OWNERS REPRESENTATIVE IF ROCK IS ENCOUNTERED IN EXCAVATION PROCESS.
B) SUITABLE EXCAVATION MATERIAL SHALL BE TRANSPORTED TO AND PLACED IN FILL AREAS WITHIN THE LIMITS OF THE WORK.
C) UNSUITABLE MATERIAL, ENCOUNTERED IN AREAS TO SUPPORT MAINTENANCE EQUIPMENT LOADS SHALL BE EXCAVATED 2 FEET BELOW FINAL GRADE AND REPLACE WITH SUITABLE MATERIAL FROM SITE OR BORROW EXCAVATIONS.
D) UNSUITABLE AND SURPLUS EXCAVATION MATERIAL NOT REQUIRED FOR FILL SHALL BE DISPOSED OF AS DIRECTED BY OWNERS REPRESENTATIVE. DO NOT PLACE MATERIALS IN WETLANDS.
E) PROPER DRAINAGE, INCLUDING SEDIMENT AND EROSION CONTROL, SHALL BE MAINTAINED AT ALL TIMES. METHODS SHALL BE IN ACCORDANCE WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STANDARDS AND OTHER LOCAL, STATE, AND FEDERAL REGULATIONS.
F) UNSUITABLE MATERIALS AS STATED HEREIN SHALL BE HIGHLY PLASTIC CLAY SOILS, OF THE CH AND MH DESIGNATION, BORDERLINE SOILS OF THE SC-OH DESCRIPTION, AND ORGANIC SOILS OF THE OL AND OH DESCRIPTION BASED ON THE UNITED SOILS CLASSIFICATION SYSTEM. FURTHER, AND SOILS FOR THE TOP TWO FEET OF ROADWAY SUBGRADE SHALL HAVE NO MORE THAN 15% PASSING THE #200 SIEVE.
14. FILL PLACEMENT
A) FILL SHALL BE REASONABLY FREE FROM ROOTS, ORGANIC MATERIAL, TRASH AND STONES HAVING DIMENSIONS GREATER THAN 4 INCHES.
B) FILL SHALL BE PLACED IN SUCCESSIVE HORIZONTAL LAYERS 6 INCHES TO 12 INCHES IN LOOSE DEPTH FOR THE FULL WIDTH OF THE CROSS-SECTION AND COMPACTED.
C) FILL IN NON-ROADWAY AREAS SHALL BE COMPACTED TO 90% OF THE MAXIMUM LABORATORY DENSITY AT OPTIMUM MOISTURE CONTENT (ASTM D 1557 - MODIFIED PROCTOR).
D) FILL AROUND HEADWALLS, STRUCTURAL FILL IN ROADWAY OR EQUIPMENT SUPPORT AREAS SHALL BE COMPACTED TO 95% OF THE MAXIMUM LABORATORY DENSITY AT OPTIMUM MOISTURE CONTENT (ASTM D 1557).
E) BORROW MATERIAL SHALL CONSIST OF SAND OR SAND-CLAY SOILS CAPABLE OF BEING READILY SHAPED AND COMPACTED TO THE REQUIRED DENSITIES, AND SHALL BE FREE OF ROOTS, TRASH AND OTHER DELETERIOUS MATERIAL.
F) ALL SOILS USED FOR STRUCTURAL FILLS SHALL HAVE A PI (PLASTIC INDEX) OF LESS THAN 10, AND A LL (LIQUID LIMIT) OF LESS THAN 30. FILL SOILS SHALL BE DRIED TO APPROPRIATE MOISTURE CONTENTS PRIOR TO COMPACTION.
G) ADDITIONALLY, FILL SOILS USED FOR THE TOP 2 FEET OF FILL BENEATH ROADWAYS SHALL HAVE NO MORE THAN 15% PASSING THE #200 SIEVE.
H) CONTRACTOR SHALL FURNISH ALL BORROW MATERIAL.
I) CONTRACTOR SHALL BE RESPONSIBLE FOR THE BEAR ALL EXPENSES IN DEVELOPING BORROW SOURCES INCLUDING SECURING NECESSARY PERMITS, DRYING THE MATERIAL, HAUL ROADS, CLEARING, GRUBBING, AND EXCAVATING THE PITS, HAUL ROADS, PLACING, RESTORATION OF PITS AND HAUL ROADS TO A CONDITION SATISFACTORY TO PROPERTY OWNERS AND IN COMPLIANCE WITH APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS.
J) CONTRACTOR SHALL STRIP ALL TOPSOIL AND STOCKPILE ON SITE AT A LOCATION DETERMINED BY THE OWNERS AT THE CONTRACTOR'S EXPENSE.
K) TOPSOIL SHALL BE PLACED TO A DEPTH OF 4" IF AVAILABLE OVER ALL DISTURBED AREAS.
15. STORM CULVERTS)
A. PIPE TRENCH CONSTRUCTION, BEDDING & BACKFILLING FOR STORM CULVERTS SHALL BE GOVERNED BY GEORGIA DOT STANDARD DETAIL 1030D (3 SHEET SET - SEPT. 2001) FOR ROUND & ARCH/ELLIPTICAL SHAPE PIPE CULVERTS.
B. ALL PIPE CULVERTS UNDER ROADWAYS SHALL BE REINFORCED CONCRETE PIPE (RCP) UNLESS NOTED OTHERWISE.
C. BOX CULVERT PIPE OR CULVERTS SHALL BE EITHER CAST-IN-PLACE OR PRECAST UNITS IN ACCORDANCE WITH THE APPLICABLE GDOT STANDARD DETAIL. PRECAST BOX UNITS SHALL BE PROVIDED & INSTALLED IN ACCORDANCE WITH GDOT STANDARD DETAIL 2530P.
D. CULVERT HEADWAYS, PARAPETS AND WINGWALLS SHALL BE PROVIDED & INSTALLED IN ACCORDANCE WITH THE APPLICABLE GDOT STANDARD DETAIL.
17. ALL TRACK OUT MUD OR DIRT MUST BE REMOVED FROM PUBLIC STREETS OR ROADWAYS.
17. ALL CUT AND FILL SLOPES SHALL BE GRASSED AS DIRECTED BY THE ENGINEER IMMEDIATELY AFTER THE SLOPES ARE ESTABLISHED IN ORDER TO REDUCE EROSION. IF THE SEASON DOES NOT PERMIT PERMANENT GRASSING, TEMPORARY MULCH SHALL BE USED AS DIRECTED BY THE ENGINEER.

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION AGENCY 72 HOURS PRIOR TO THE START OF WORK. THE UTILITY PROTECTION AGENCY'S PHONE NUMBER IS 1-800-282-7411 (GEORGIA 811)
2. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO EXCAVATION.
3. EXISTING UTILITY LINES SHOWN ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITY LINE LOCATIONS PRIOR TO ANY CONSTRUCTION. ANY DEVIATIONS FROM THE DESIGN LOCATION SHALL BE REPORTED TO THE ENGINEER PRIOR TO CONSTRUCTION. DAMAGE TO EXISTING UTILITY LINES RESULTING FROM THE CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
4. IF THE CONTRACTOR DAMAGES ANY EXISTING UTILITIES DURING CONSTRUCTION, HE SHALL, AT HIS OWN EXPENSE, REPLACE OR REPAIR THE UTILITIES TO THEIR ORIGINAL CONDITION AND QUALITY, AS APPROVED BY THE ENGINEER AND REPRESENTATIVE FROM THE APPROPRIATE UTILITY COMPANY.
5. WHEN CONSTRUCTION INVOLVES THE REMOVAL OF FENCES, POLES, SIDEWALKS, DRIVEWAY, TEMPORARY OR FIXED STRUCTURES, THE CONTRACTOR, AT HIS EXPENSE, SHALL PROVIDE FOR TEMPORARY SERVICE OF CONTAINMENT TO THE AFFECTED PROPERTY AND SHALL REPLACE SUCH ITEMS WITH SIMILAR OR BETTER MATERIALS AS SOON AS PRACTICAL OR AS DIRECTED BY THE ENGINEER FOLLOWING PIPE INSTALLATION.
6. PEDESTRIAN AND LOCAL VEHICULAR TRAFFIC SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. SAFETY DEVICES AND CERTIFIED FLAG MEN SHALL BE PROVIDED BY THE CONTRACTOR AT HIS EXPENSE. WRITTEN PERMISSION TO CLOSE THE CONSTRUCTION AREA TO TRAFFIC MUST BE OBTAINED FROM THE APPROPRIATE GOVERNMENT AGENCY PRIOR TO THE CLOSING.
7. CONTRACTOR SHALL PERFORM CONSTRUCTION IN A MANNER THAT WILL ALLOW VEHICULAR TRAFFIC ACCESS TO EACH HOME OR BUSINESS DURING CONSTRUCTION.
8. MINIMUM COVER FOR WATER & SEWERS SHALL BE 48 INCHES EXCEPT WHERE NOTED OR SHOWN.
9. CONTRACTOR SHALL MAINTAIN "AS-BUILT" FIELD DRAWINGS AND SHALL MEASURE AND SHOW LOCATIONS OF ALL MAINS, MAN HOLES, WET WELLS, VALVES, ETC. AND INCLUDE ALL OTHER UTILITIES ENCOUNTERED. CONTRACTOR SHALL TURN "AS-BUILT" OVER TO ENGINEER PRIOR TO FINAL PAYMENT.
10. CONTRACTOR SHALL MATCH EXISTING GRASS WHEN REPAIRING MAINTAINED LAWN DISTURBED AREAS.
11. ALL CLEARING AND GRUBBING SILT FENCE/HAY BALES AND GRASSING WILL BE PAID FOR AT THE UNIT PRICE SHOWN ON THE BID FORM.
12. ALL WATER MAIN &/OR SANITARY FORCEMAIN PIPE SHALL BE AWWA C-900 PVC PIPE (DR 18), DUCTILE IRON/CLASS 350 OR HDPE (SDR 11) UNLESS NOTED OTHERWISE. IF HDPE IS APPROVED BY ENGINEER, THE INSIDE DIAMETER (ID) MUST BE LARGER THAN OR EQUAL TO THE INSIDE DIAMETER OF THE PVC OR DUCTILE IRON PIPE SIZE SHOWN ON PLANS.
13. CONTRACTOR IS TO CONSTRUCT THE UTILITIES AS SHOWN ON THE PLANS. WHERE UNDERGROUND UTILITIES DO EXIST, CONTRACTOR IS TO MAINTAIN A MINIMUM OF 18 INCHES OF HORIZONTAL SEPARATION BETWEEN EXISTING UTILITIES AND PROPOSED UTILITIES UNLESS OTHERWISE DIRECTED BY THE APPROPRIATE GOVERNMENT AGENCY OR THE ENGINEER.
14. THE OWNER AND ALL OTHER UTILITY COMPANIES (TELEPHONE, ELECTRIC, ETC.) SHALL BE CONTACTED BY THE CONTRACTOR PRIOR TO THE BEGINNING OF CONSTRUCTION. (CALL GEORGIA 811)
15. ALL EROSION AND SEDIMENTATION CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE SUBJECT TO REVIEW BY THE ENGINEER OR OWNER.
16. ALL CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT HIS EXPENSE.
17. CONTRACTOR SHALL RELOCATE EXISTING STRUCTURES. THAT ARE IN CONFLICT WITH CONSTRUCTION AND RETURN THEM TO THEIR ORIGINAL LOCATION AFTER CONSTRUCTION.
18. CONSTRUCTION WILL BE ON EASEMENT AND/OR ON PUBLIC OWNED PROPERTY. ALL DEBRIS CLEARED SHALL BE HAULED OFF SITE AND DISPOSED OF PROPERLY BY THE CONTRACTOR.
19. SOIL AND EROSION CONTROL MEASURES SHALL BE INSTALLED BEFORE CONSTRUCTION BEGINS.
20. AN 18" VERTICAL SEPARATION SHALL BE MAINTAINED AT UTILITY CROSSINGS. WHEN CROSSING A WATER MAIN, FORCE MAIN OR SEWER MAIN, PIPE JOINTS SHALL BE PLACED AS FAR AWAY AS PRACTICAL FROM THE OTHER PIPE.
21. CONSTRUCTION CANNOT BEGIN UNTIL ALL PERMITS ARE IN PLACE.
22. THE CONTRACTOR SHALL ENSURE THAT POSITIVE AND ADEQUATE DRAINAGE IS MAINTAINED AT ALL TIMES WITHIN THE PROJECT LIMITS.
23. ALL PROPOSED DRAINAGE PIPE TO BE RCP, CPP AS INDICATED OR APPROVED EQUAL.
24. ALL PIPE LENGTHS AND DISTANCES BETWEEN STRUCTURES ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE ALONG A HORIZONTAL PLANE.
25. PROJECT DOES NOT REQUIRE A NOTICE OF INTENT (NOI), LESS THAN 1 ACRE OF DISTURBANCE.
26. PROTECT ADJACENT CURBS, TREES, ASPHALT, UTILITIES, SIDEWALKS, AND OTHER ITEMS TO REMAIN FROM DAMAGE.
27. THE CONTRACTOR SHALL ADJUST NECESSARY EXISTING SANITARY SEWER MANHOLE COVERS, WATER VALVES AND WATER METER BOX TOPS TO MATCH PROPOSED FINISH GRADES.
28. THE CONTRACTOR SHALL SAW-CUT EXISTING ASPHALT AND CONCRETE PAVING AS REQUIRED PRODUCING A SMOOTH JOINT WITH NEW PAVEMENT.
29. THE CONTRACTOR IS RESPONSIBLE FOR INITIATING, SUPERVISING AND MAINTAINING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE SAFETY OF AND SHALL PROVIDE THE NECESSARY PROTECTION TO PREVENT DAMAGE, INJURY OR LOSS TO ALL EMPLOYEES AT THE WORK SITE, THE GENERAL PUBLIC AND OTHER PERSONS WHO ARE AFFECTED BY THE WORK.
30. CONSTRUCTION WILL BE ON EASEMENT AND/OR IN PUBLIC RIGHTS-OF-WAY. ALL DEBRIS CLEARED SHALL BE HAULED OFF SITE AND DISPOSED OF PROPERLY BY THE CONTRACTOR.
31. THE CONTRACTOR IS RESPONSIBLE FOR ANY LAND AND/OR PROPERTY BEYOND THE PROJECT CONSTRUCTION AREA WHICH MAY BE SUBJECT TO ANY EFFECTS OR BYPRODUCT OF HIS CONSTRUCTION EFFORTS.
32. CONTRACTOR SHALL RELOCATE EXISTING SIGNS, MAILBOXES, ETC. THAT ARE IN CONFLICT WITH CONSTRUCTION AND RETURN THEM TO THEIR ORIGINAL LOCATION AFTER CONSTRUCTION UNLESS OTHERWISE INSTALLED. SEE PROPOSED MAILBOX NOTE ON THIS SHEET.
33. THE OWNER & ALL UTILITY COMPANIES (WATER, SEWER, GAS, TELEPHONE, ELECTRIC, ETC.) SHALL BE CONTACTED BY THE CONTRACTOR PRIOR TO THE BEGINNING OF CONSTRUCTION.

GDOT CONSTRUCTION DETAILS

- A-1 DRIVEWAYS WITH TAPERED ENTRANCES CONCRETE VALLEY GUTTERS
- A-2 CONCRETE VALLEY GUTTER AT STREET INTERSECTION
- A-3 CONCRETE SIDEWALK DETAILS CURB CUT (WHEEL CHAIR) RAMPS
- A-4 DETECTABLE WARNING SURFACE TRUNATED DOME SIZE, SPACING AND ALIGNMENT REQUIREMENTS
- T-11A DETAILS OF PAVEMENT MARKING PLACEMENT ON NON-LIMITED ACCESS ROADWAY (CROSSWALK & STOP BAR DETAIL ONLY)

GDOT CONSTRUCTION STANDARDS

- 1019A DROP INLETS
- 1033B CATCH BASINS
- 1120 FLARED END SECTIONS FOR PIPES
- 1401 PAVEMENT PATCHING DETAILS (STORM DRAIN OR UTILITY INSTALLATIONS BY OPEN CUT ACROSS EXISTING PAVEMENT)

NOTE:
NOT ALL GDOT STANDARDS &/OR CONSTRUCTION DETAILS ARE INCLUDED IN THIS PLAN SET. FOR APPLICABLE DOCUMENTS NOT INCLUDED VISIT <https://mydocs.dot.ga.gov/info/gdotpubs/ConstructionStandardsAndDetails/Forms/AllItems.aspx>

VICINITY MAP
N.T.S.

LEGEND		
	EXISTING	PROPOSED
RIGHT-OF-WAY LINE	=====	=====
PROPERTY LINE	-----	-----
IRON PIN FOUND	●	
CONCRETE MONUMENT	□	
CONTOUR	----- 100 -----	===== 100 =====
UTILITY POLE/GUY WIRE	○ →	
OVERHEAD POWER	----- OHP -----	
BURIED CABLE	----- BC -----	
GAS LINE	----- G -----	===== G =====
WATER LINE	----- W -----	===== W =====
SEWER LINE	----- SS -----	
STORM PIPE	-----	=====
METER BOX	(W)	
FIRE HYDRANT	○ HW	▲
GATE VALVE	○ V	
MANHOLE	(S)	
SIGN	○	
MAILBOX	○	
FENCE	-----	
WOOD LINE (CLEARING LIMITS)	~~~~~	~~~~~
SURVEY CONTROL POINTS	△ CP	
DITCH & W/ FLOW DIRECTION	----->	----->



NOTICE:
THE ENGINEER DOES NOT WARRANT, GUARANTEE NOR ASSUME RESPONSIBILITY FOR THE PRECISION OR ACCURACY OF THE CONTOURS, SOIL TYPES AND THEIR DELINEATION, PROPERTY LINES, RIGHTS-OF-WAYS, PROPERTY OWNERS AND EXISTING UTILITIES SHOWN OR REPRESENTED ON THIS PLAN. THE INFORMATION CONTAINED HEREIN IS COMPILED FROM VARIOUS SOURCES AND IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR AND SHALL ALWAYS BE FIELD VERIFIED IF THE NEED ARISES.

GENERAL NOTES & LEGEND

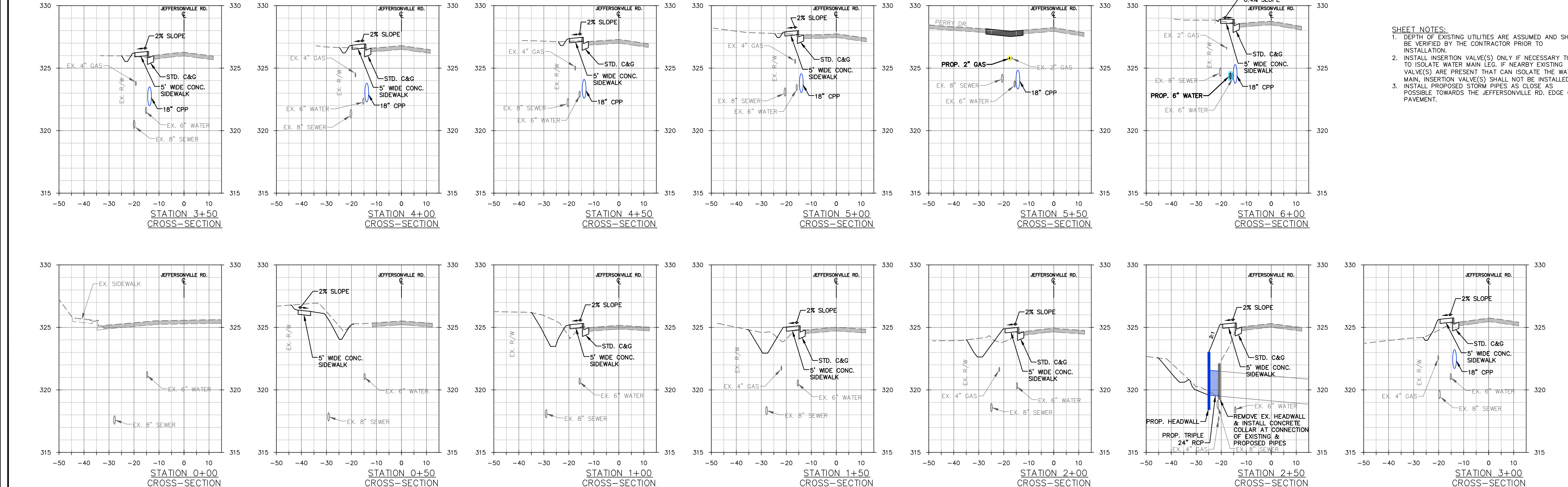
REVISIONS:	
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JEFFERSONVILLE ROAD
SIDEWALK EXTENSION
FOR
MACON-BIBB COUNTY
BIBB COUNTY, GA

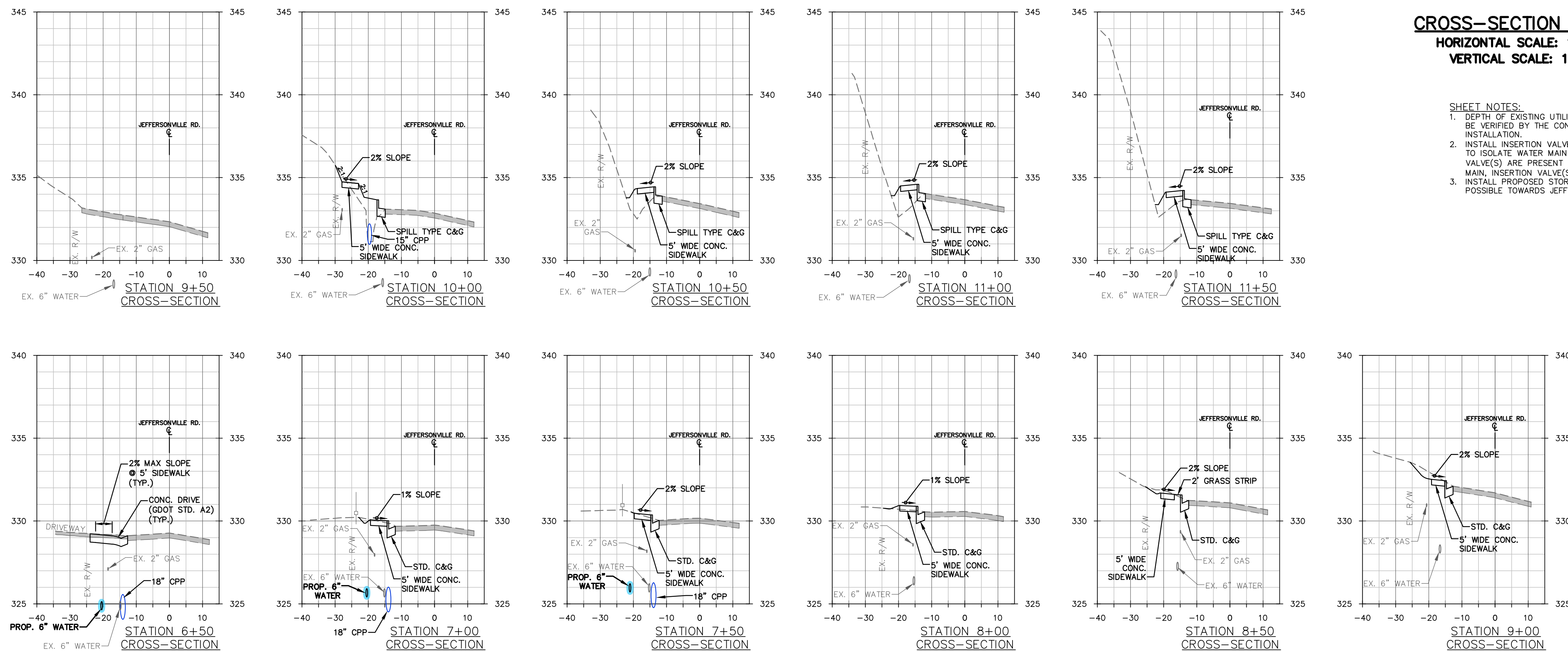
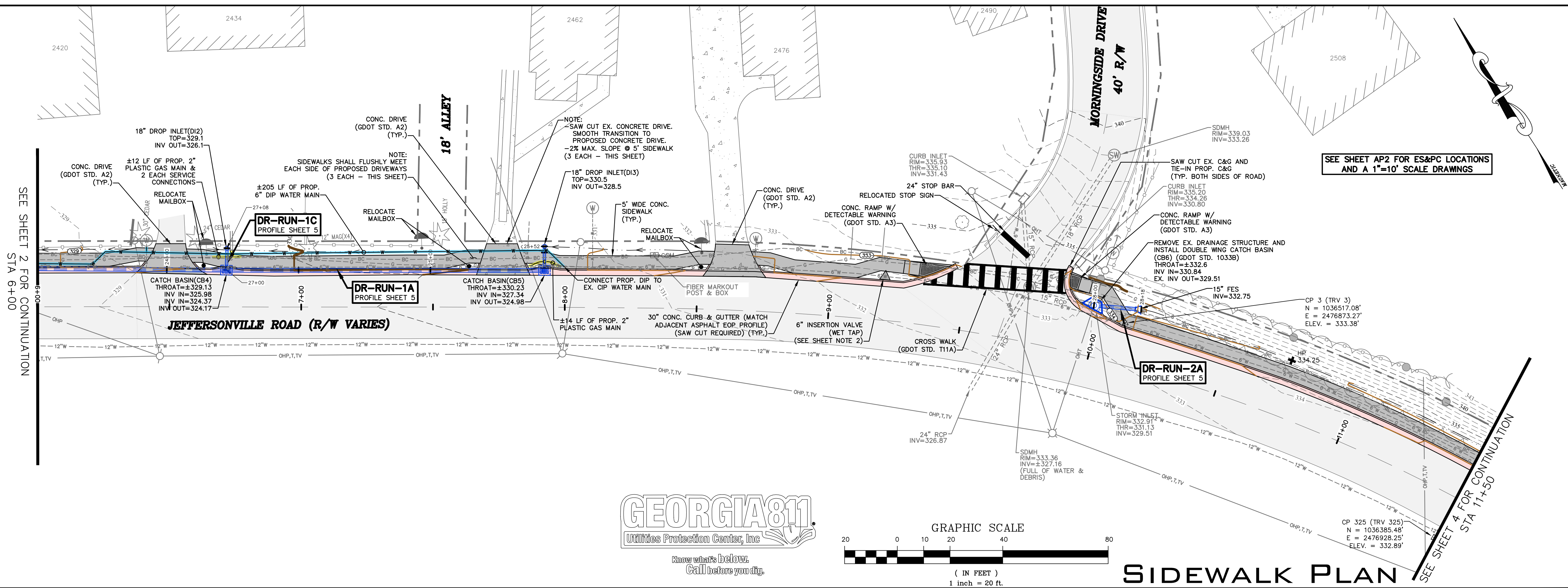
INGRAM & ASSOCIATES
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332 New Street
Macon, Georgia 31201
(T) 478-745-3996
(F) 478-742-4690
www.ingrameng.com

PROJ. #:	0230-004-01
DWG:	
DSGN BY:	TI
CAD BY:	KG & BR
CHECKED BY:	TI
DATE:	JANUARY 2026
SHEET #:	

1
SHT. 1 OF 10



Drawing File: Z:\CAD\CAD Projects\0230 Macon-Bibb County\0230-004-01 Jeffersonville Rd Sidewalk Working Set\Jeffersonville Rd Sidewalk.dwg



SHEET NOTES:

1. DEPTH OF EXISTING UTILITIES ARE ASSUMED AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO INSTALLATION.
2. INSTALL INSERTION VALVE(S) ONLY IF NECESSARY TO ISOLATE WATER MAIN LEG. IF NEARBY EXISTING VALVE(S) ARE PRESENT THAT CAN ISOLATE THE WATER MAIN, INSERTION VALVE(S) SHALL NOT BE INSTALLED.
3. INSTALL PROPOSED STORM PIPES AS CLOSE AS POSSIBLE TOWARDS JEFFERSONVILLE RD.

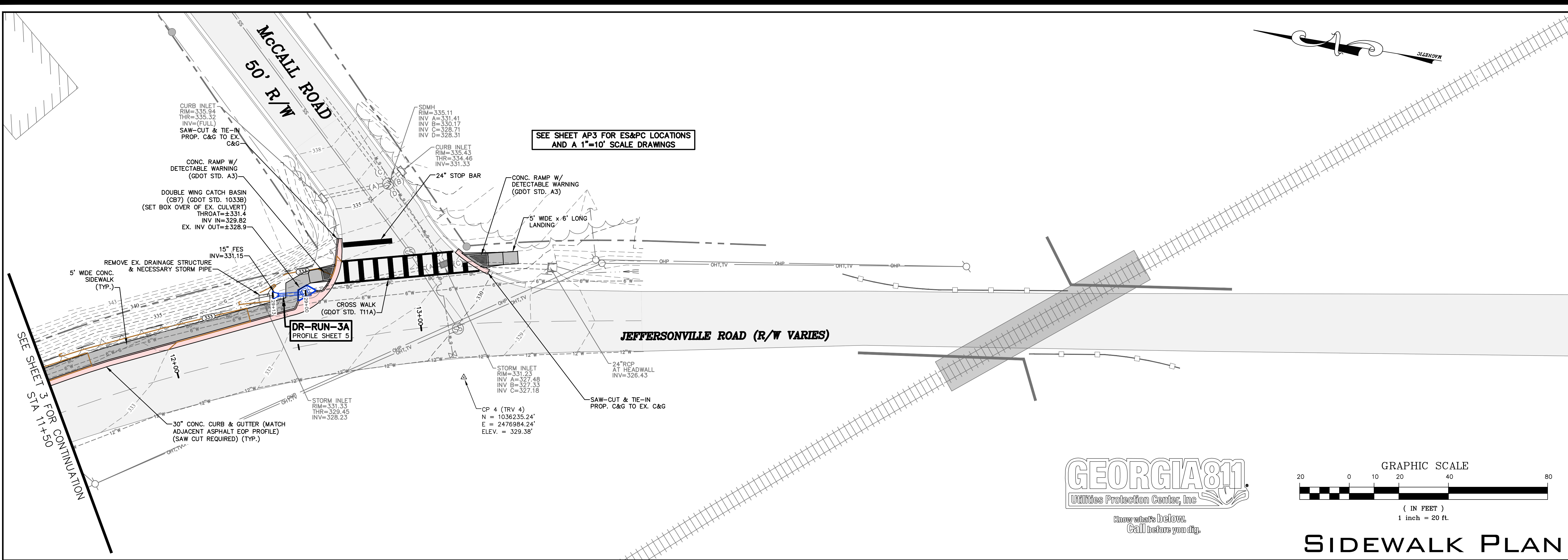
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PRGJ. #: 0230-004-01
DWG:
DSGN BY: TI
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DATE: JANUARY 2026
SHEET #:

3
SHT. 3 OF 10

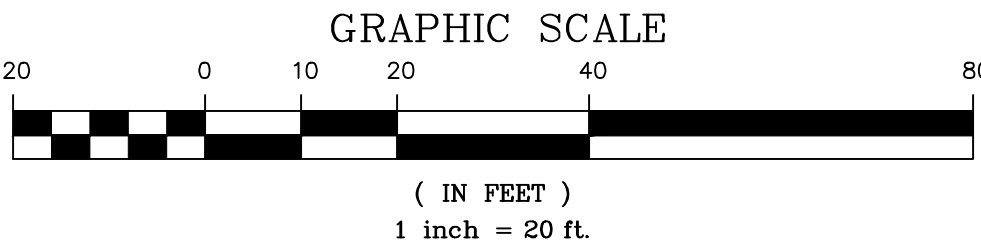
**JEFFERSONVILLE ROAD
SIDEWALK EXTENSION**
FOR
MACON-BIBB COUNTY
BIBB COUNTY, GA

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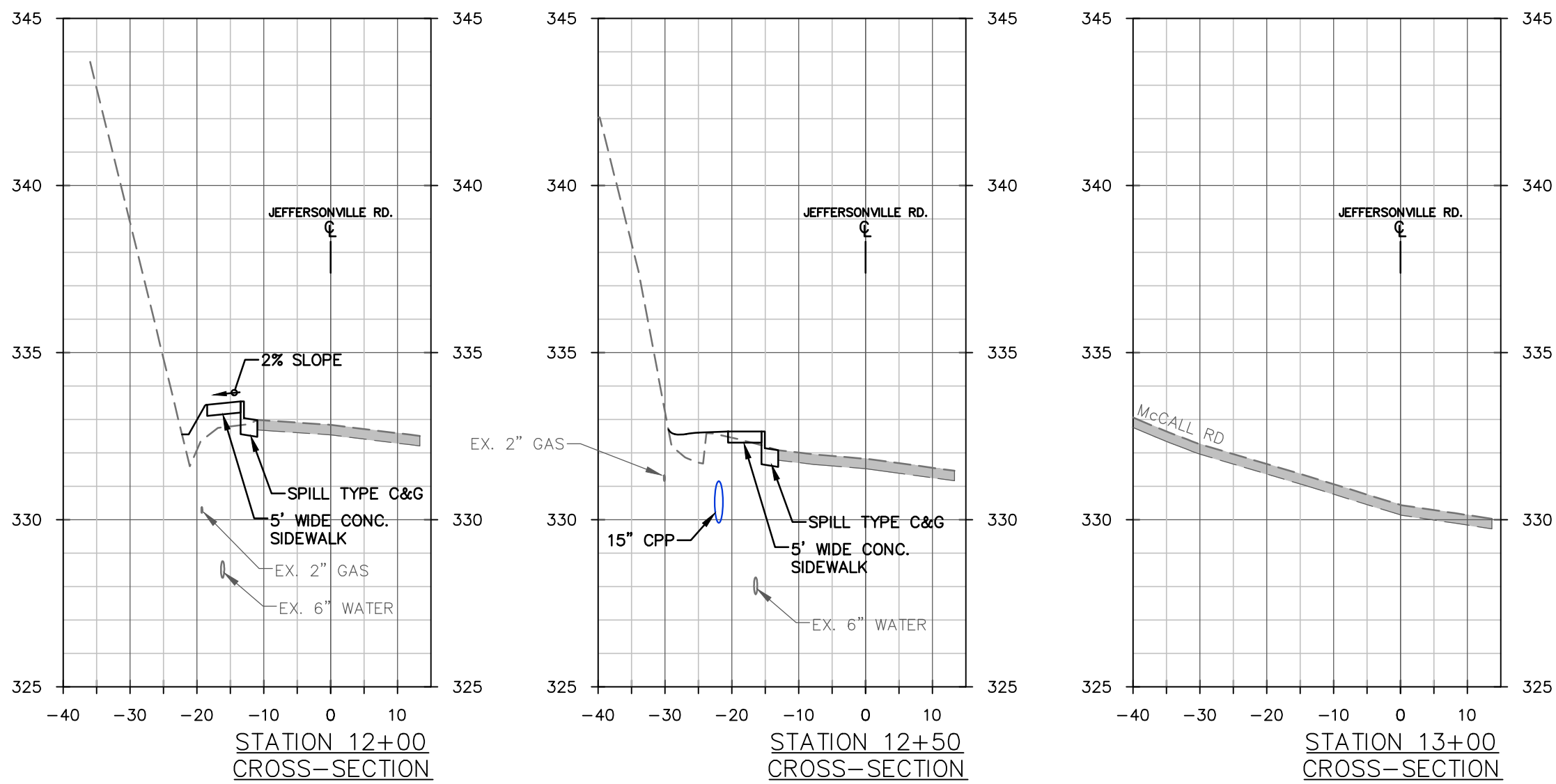


REVISIONS:	
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**JEFFERSONVILLE ROAD
SIDEWALK EXTENSION**
FOR
MACON-BIBB COUNTY
BIBB COUNTY, GA



SIDEWALK PLAN



CROSS-SECTION SCALES:
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 4'

SHEET NOTES:
1. DEPTH OF EXISTING UTILITIES ARE ASSUMED AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO INSTALLATION.

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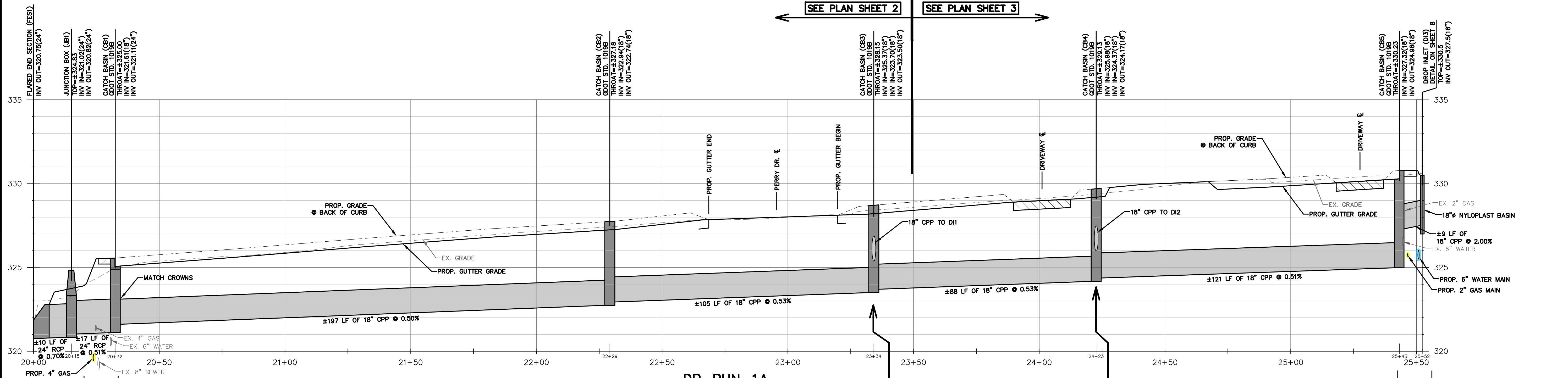


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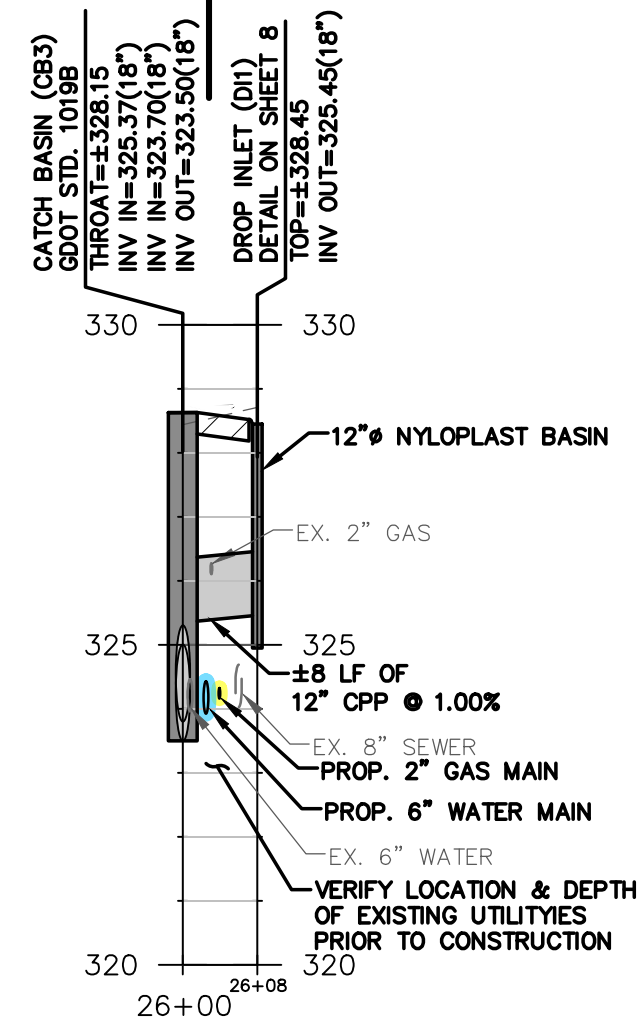
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SHT. 4 OF 10

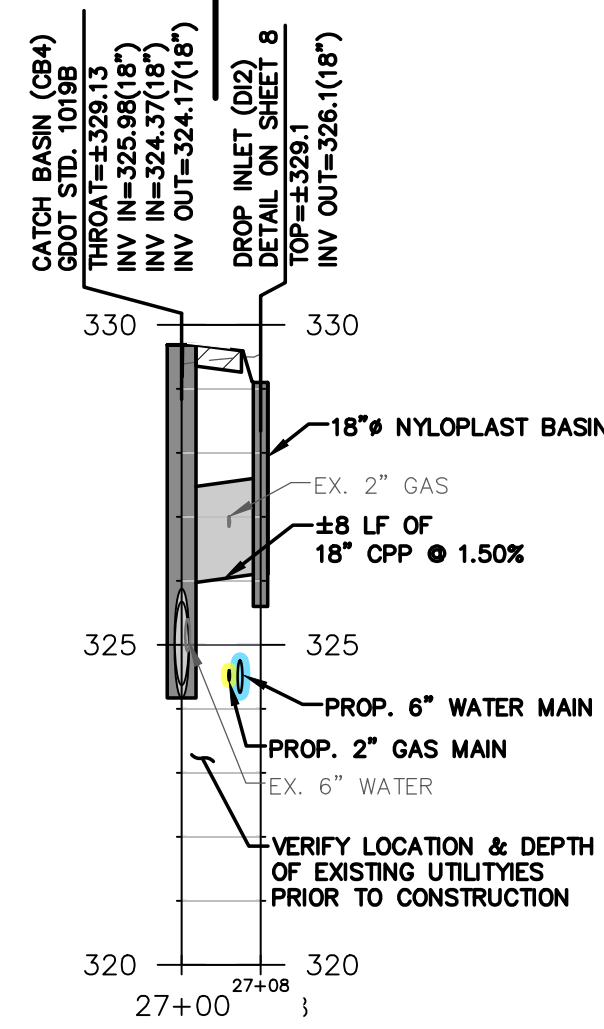
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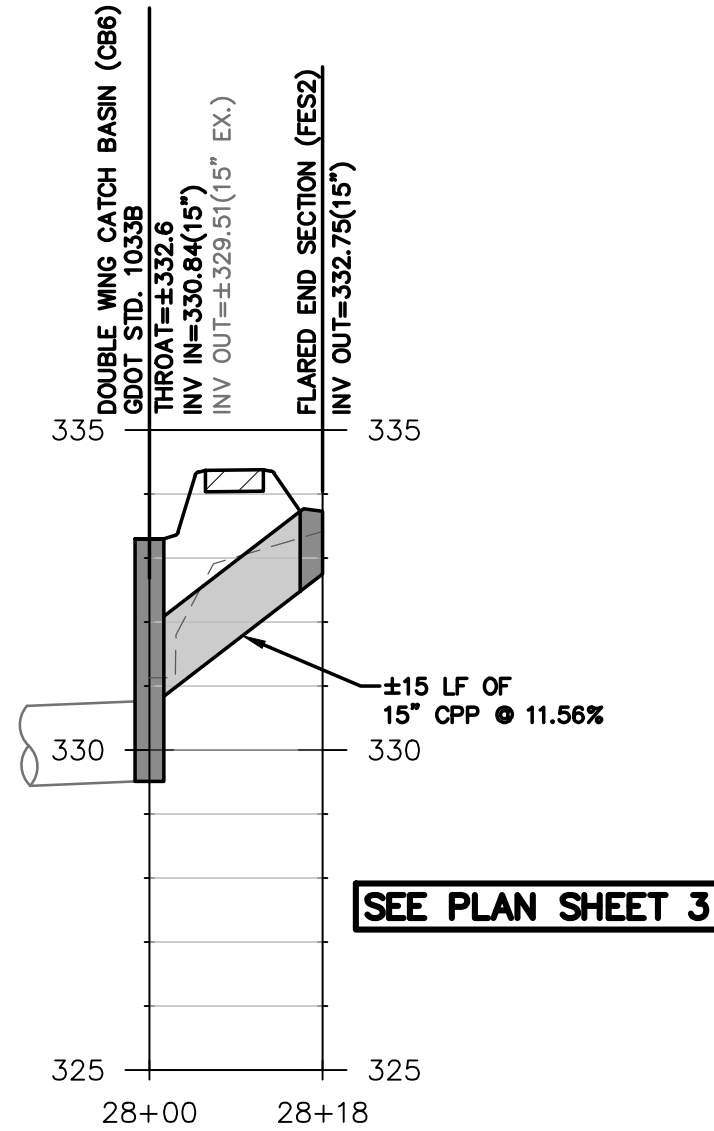
DR-RUN-1A
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 3'



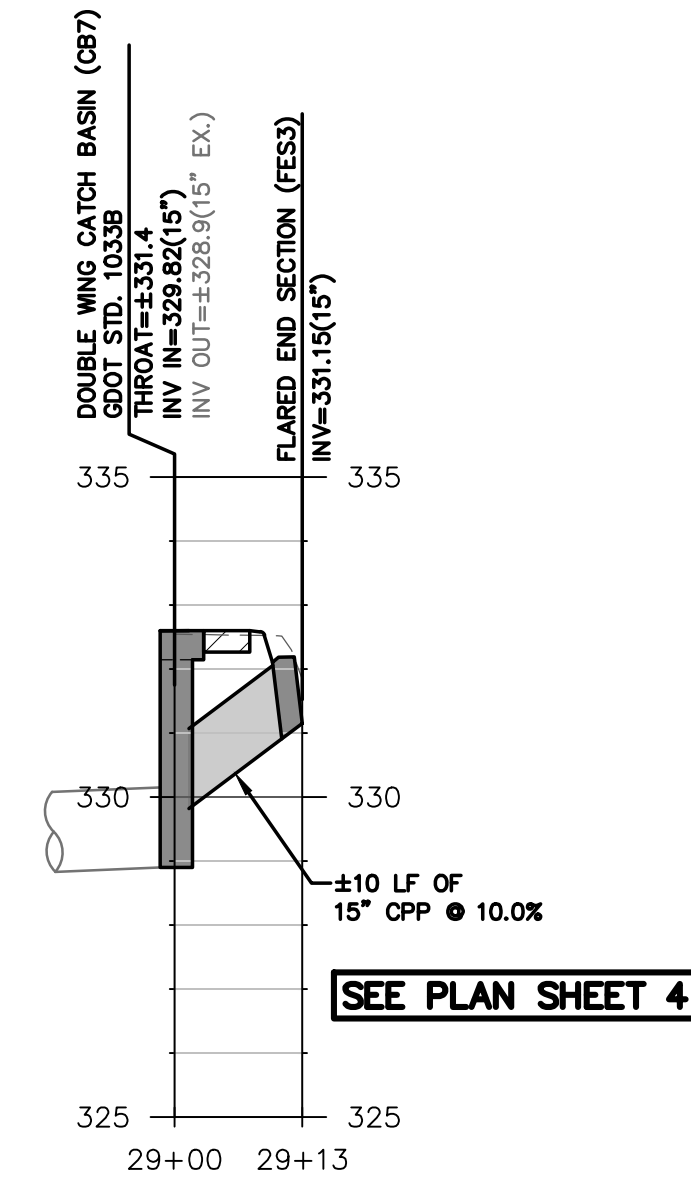
DR-RUN-1B
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 3'



DR-RUN-1C
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 3'



DR-RUN-2A
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 3'



DR-RUN-3A
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 3'

STRUCTURE	DESCRIPTION	DETAIL LOCATION
CATCH BASIN (CB1 - CB5)	GOOT STANDARD 1019B DROP INLET (W/ HOOD) TYPE V-1	SEE DETAIL ON SHEET 6
DOUBLE WING CATCH BASIN (CB6 & CB7)	GOOT STANDARD 1033B	SEE DETAIL ON SHEET 7
DROP INLET (DI1)	ADS NYLOPLAST 12 IN. DRAIN BASIN	SEE DETAIL ON SHEET 8
DROP INLET (DI2 - DI3)	ADS NYLOPLAST 18 IN. DRAIN BASIN	SEE DETAIL ON SHEET 8

DRAINAGE PROFILES

REVISIONS:

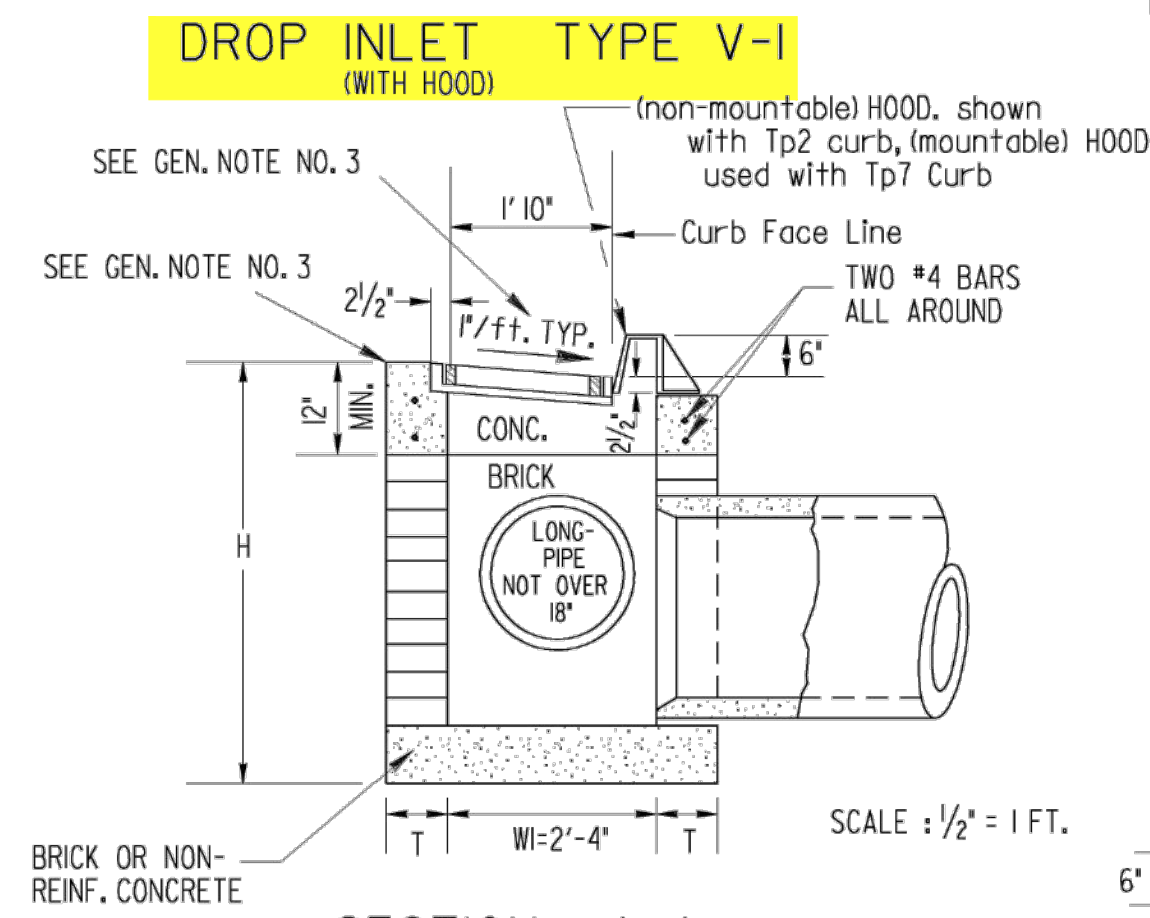
JEFFERSONVILLE ROAD SIDEWALK EXTENSION FOR MACON-BIBB COUNTY BIBB COUNTY, GA

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Consulting Engineers, LLC
332 New Street
Macon, Georgia 31201
(T) 478-745-3996
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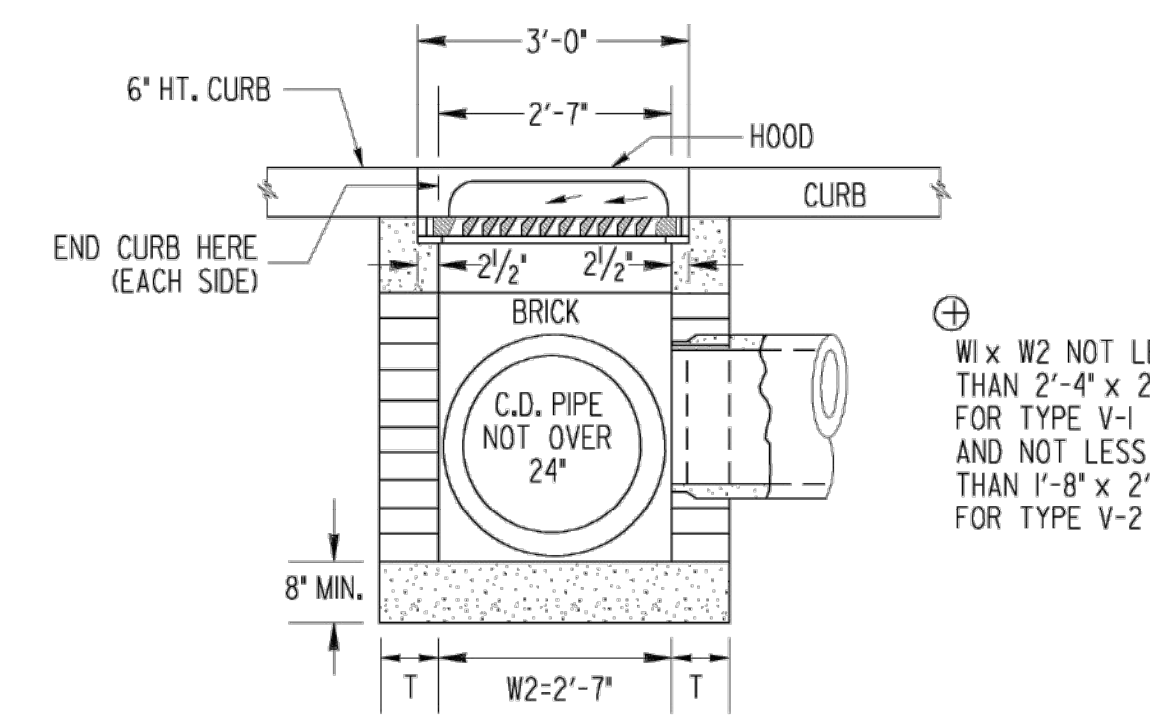
1002 Park Avenue N.
Tifton, Georgia 31793
(T) 229-387-8536
(F) 229-387-8536
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SHEET #:	

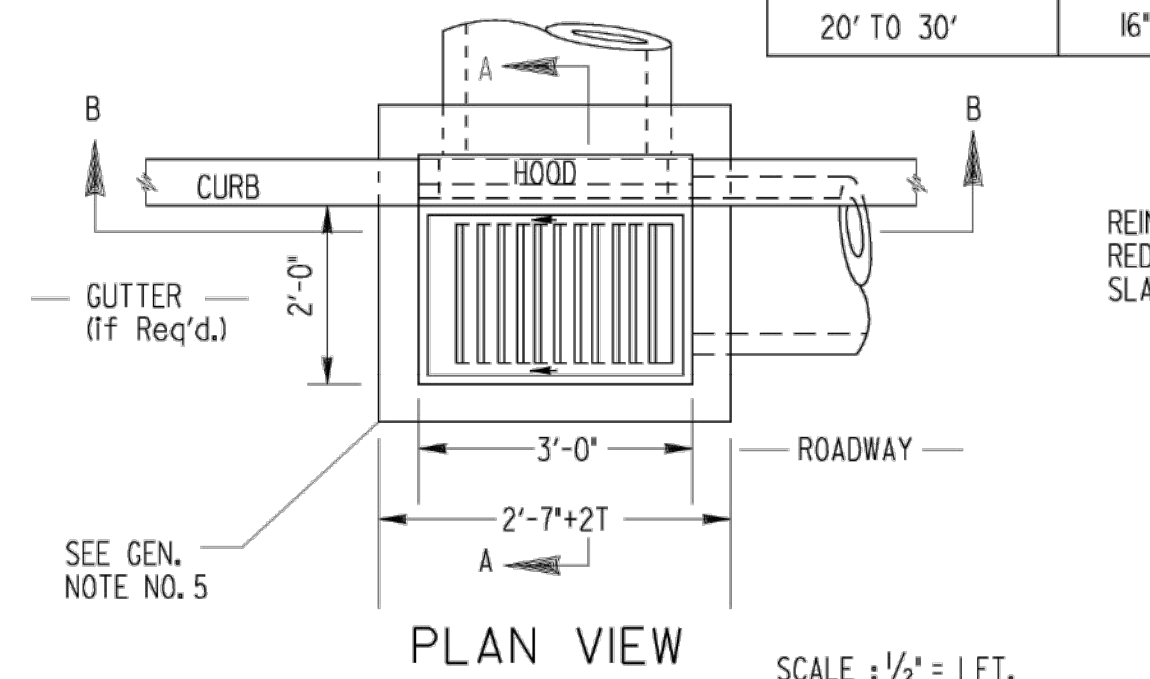
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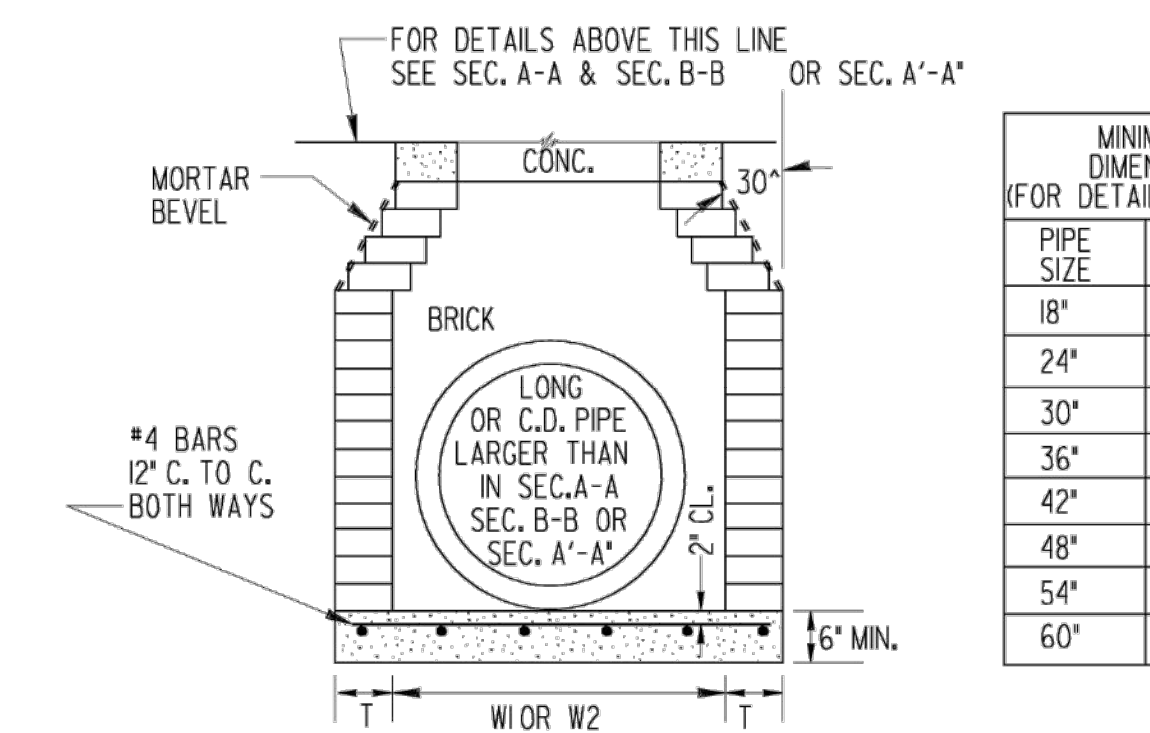
SECTION A-A
(SEE GEN. NOTE NO. 7)



SECTION B-B
SCALE: 1/2" = 1 FT.

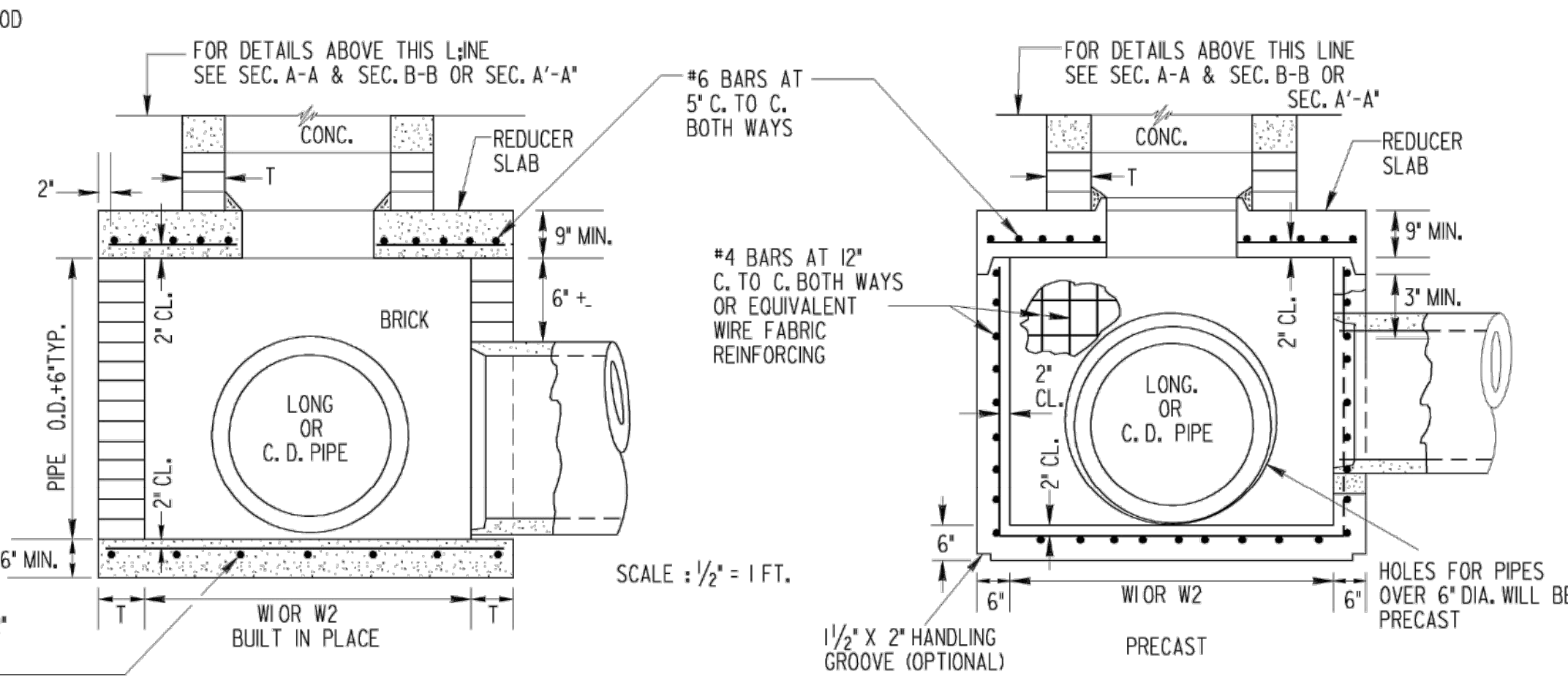


PLAN VIEW
SCALE: 1/2" = 1 FT.



ALTERNATE-REDUCTION OF W1 OR W2 DIMENSIONS WITH BRICK MASONRY
SCALE: 1/2" = 1 FT.

(DROP INLET TYPE V-1 OR TYPE V-2)
REDUCER SLABS OR BRICK TAPER (bottom left) ARE FOR USE WITH LARGER PIPES, IN GENERAL THIS WILL BE CROSS DRAIN PIPES OVER 24", LONGITUDINAL PIPES OVER 18" (Type V-1) AND LONGITUDINAL PIPES OVER 15" (Type V-2)

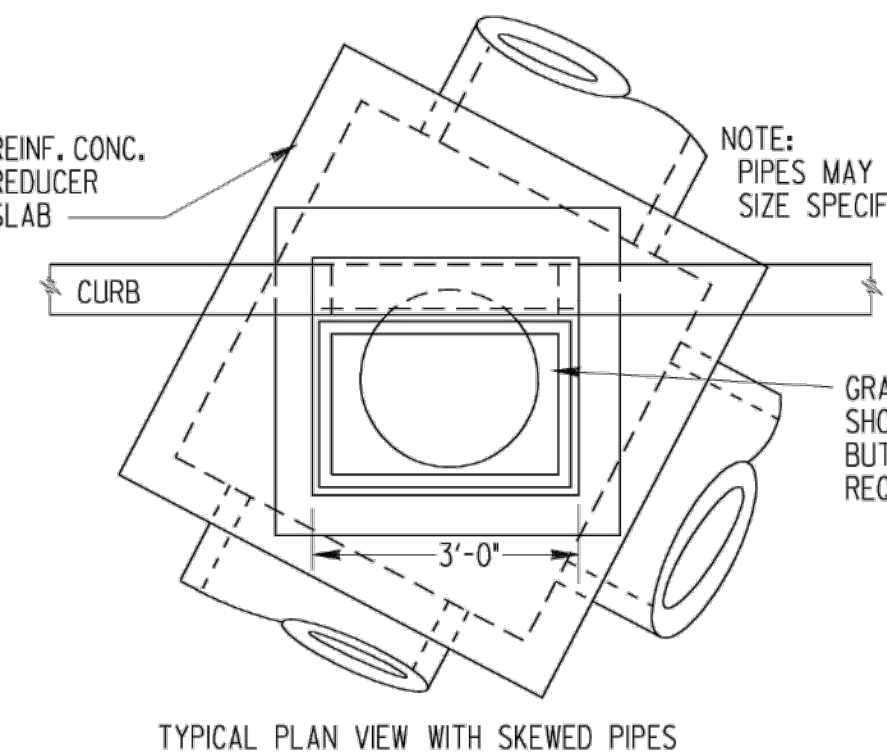


DETAIL OF REDUCING W1 OR W2 DIMENSIONS WITH REDUCER SLAB.

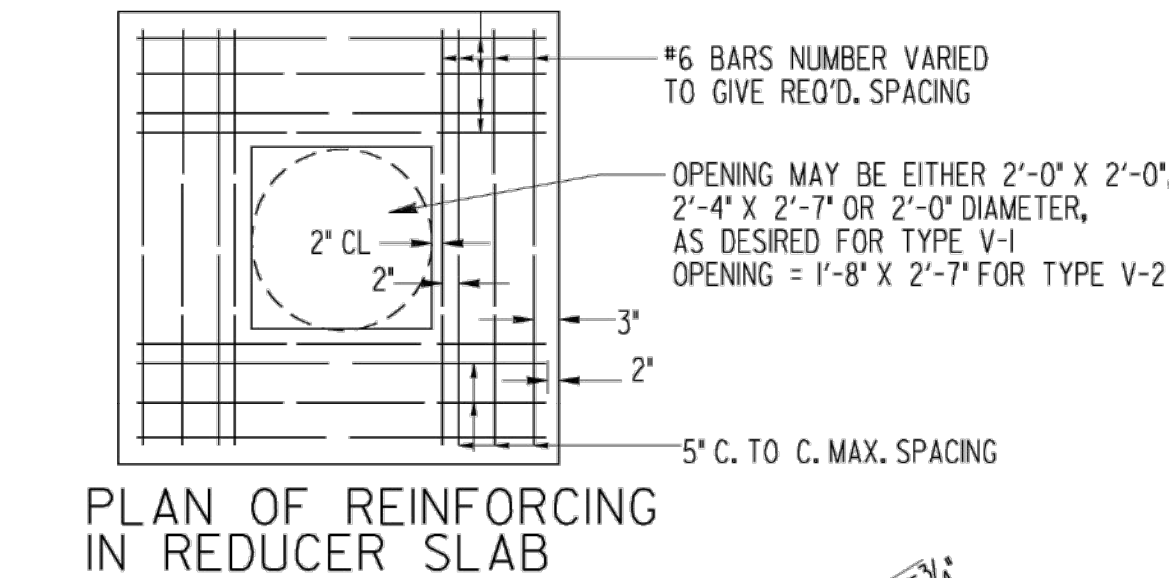
PIPE SIZE	MINIMUM W1, W2 AND H DIMENSIONS		H (MIN.)
	BRICK	REINFC. CONC.	
15"	1'-8"	1'-8"	3'-10"
18"	2'-0"	2'-0"	4'-2"
24"	2'-7"	2'-7"	4'-9"
30"	3'-4"	3'-6"	5'-10"
36"	3'-10"	4'-0"	6'-5"
42"	4'-5"	4'-6"	7'-0"
48"	5'-0"	5'-0"	7'-10"
54"	5'-7"	5'-6"	8'-5"
60"	6'-2"	6'-0"	9'-0"

NOTE: THE MINIMUM H DIMENSIONS SHOWN ARE BASED ON TYPICAL OUTSIDE DIAMETERS OF PIPES AND MAY BE MODIFIED WHERE THE ENGINEER OR DESIGNER DETERMINES THAT CONDITIONS PERMIT. IT IS NOT NECESSARY THAT THE BOX TYPE BASE BE SQUARE. W1 AND W2 DIMENSIONS WILL VARY ACCORDING TO PIPE SIZE.

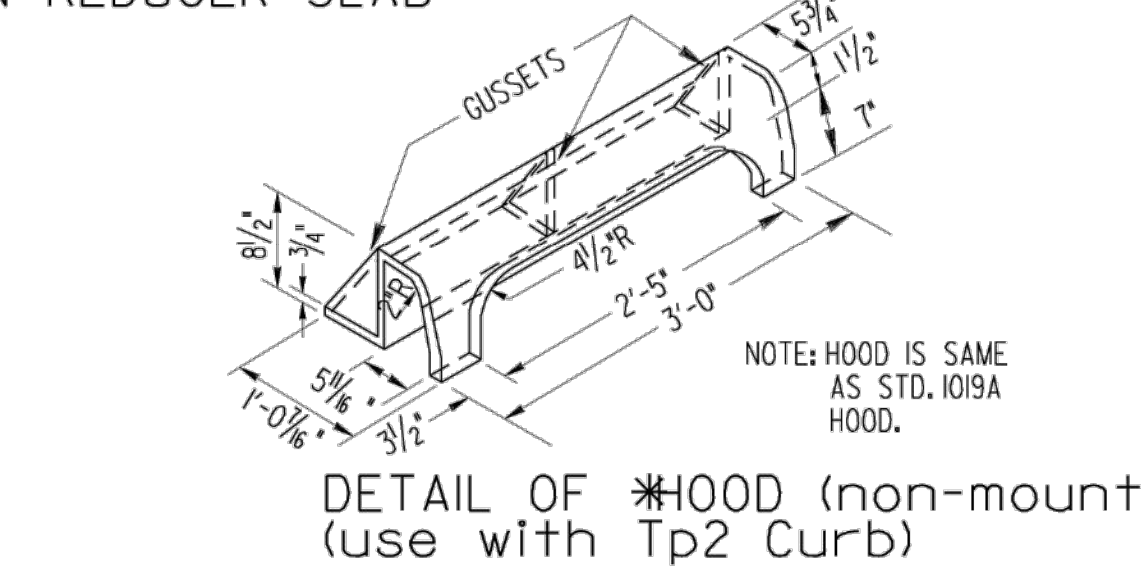
BRICK WALL THICKNESS	
H	T (MIN.)
TO 10'	8"
10' TO 20'	12"
20' TO 30'	16"



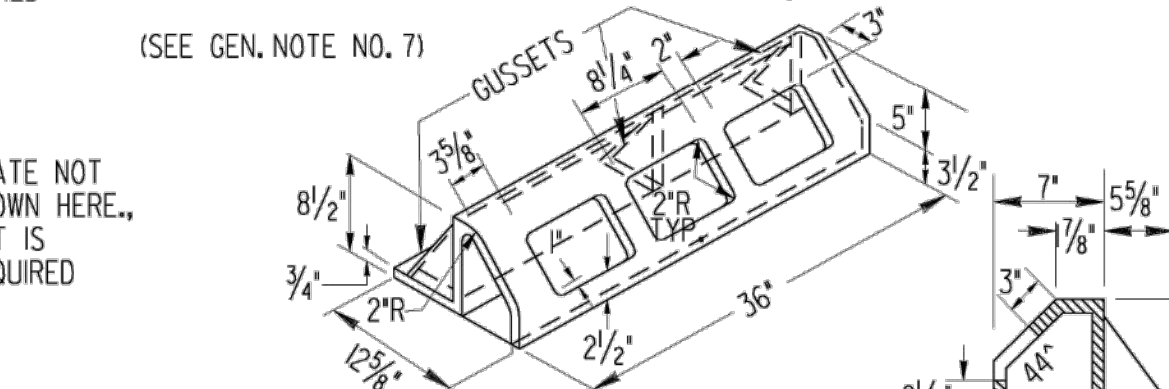
TYPICAL PLAN VIEW WITH SKEWED PIPES



PLAN OF REINFORCING IN REDUCER SLAB

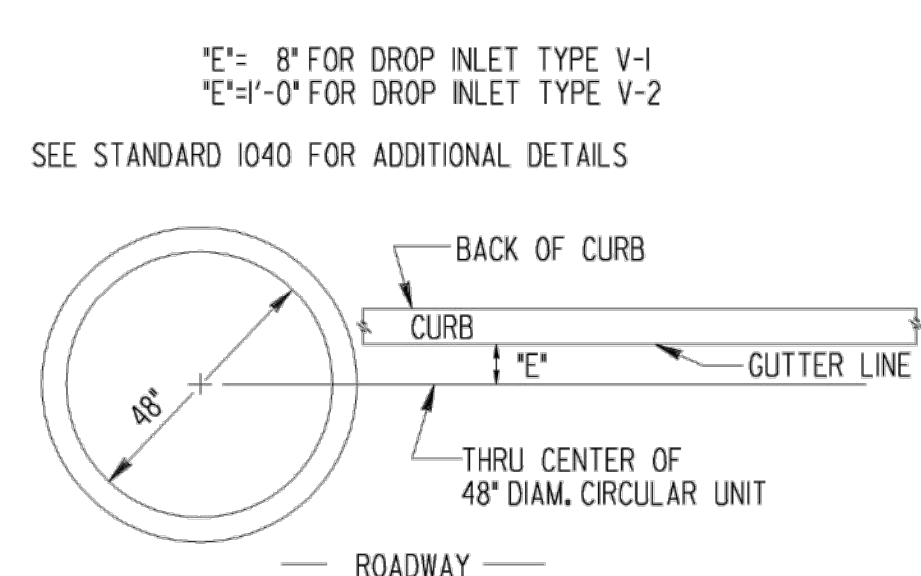


DETAIL OF HOOD (non-mountable) (use with Tp2 Curb)

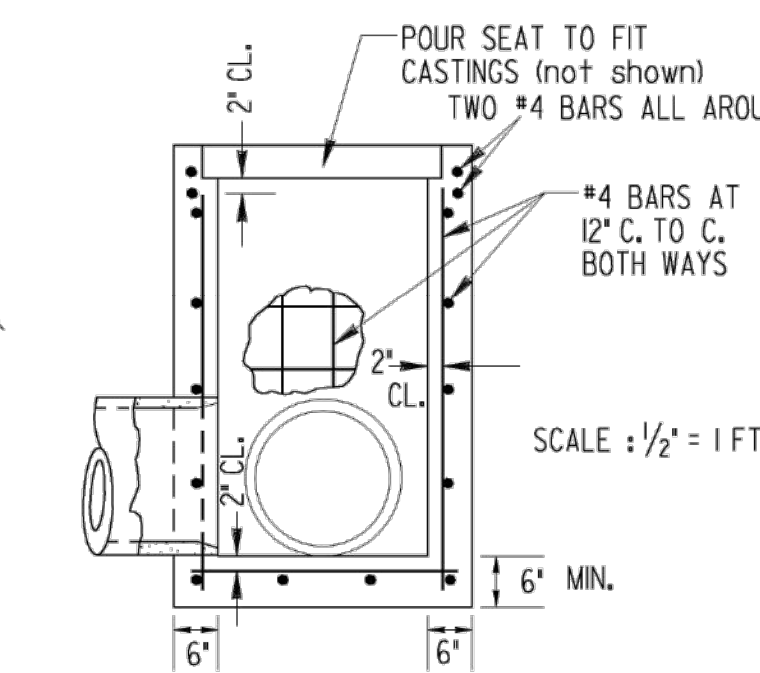


DETAIL OF HOOD (mountable) (use with Tp7 Curb)

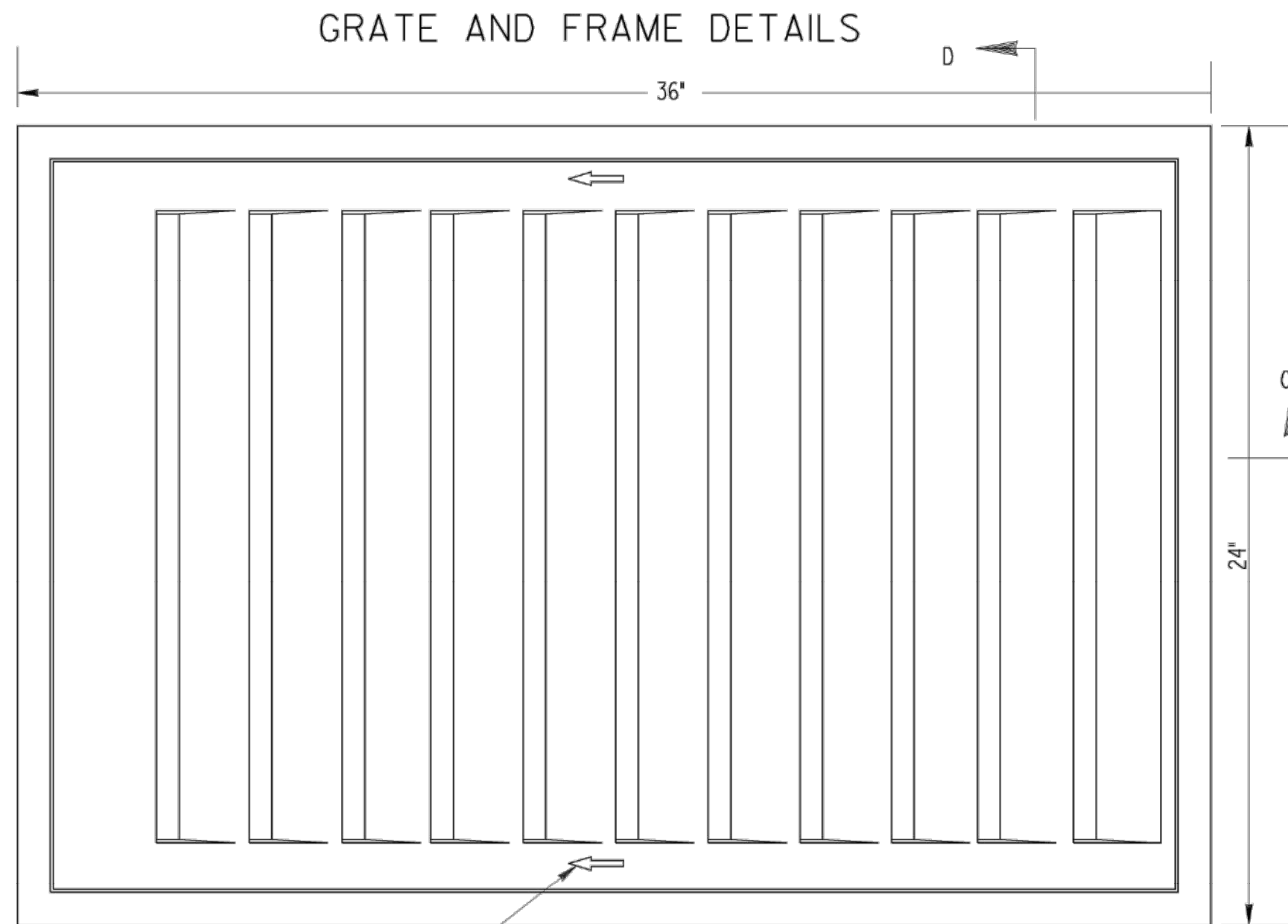
* CONTRACTOR SHALL SPECIFY EITHER MOUNTABLE OR NON-MOUNTABLE TO FOUNDARY IF HOOD IS REQUIRED.



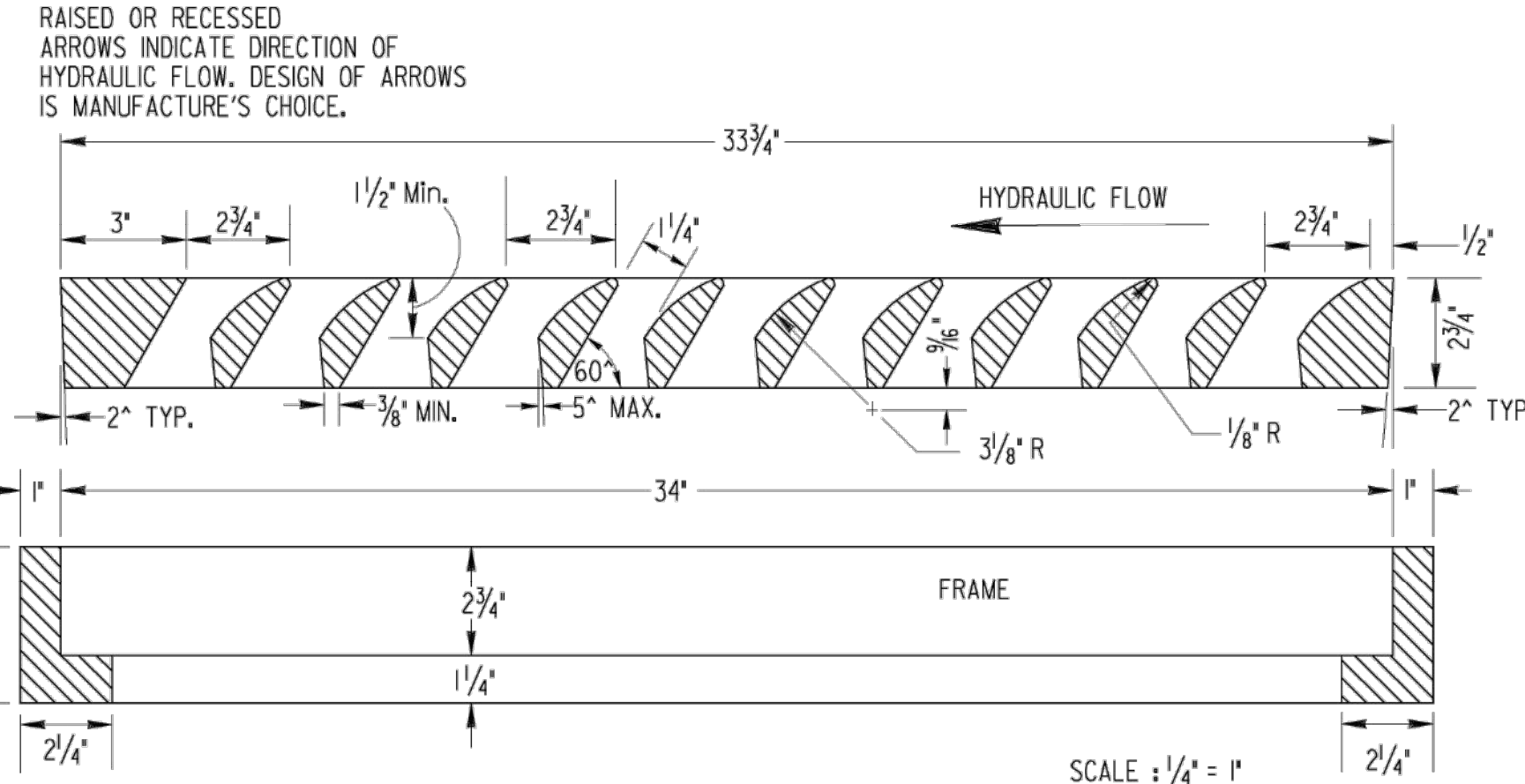
ALTERNATE - STANDARD IO40 CIRCULAR SECTIONS - PLAN VIEW LOCATION.
NO SCALE



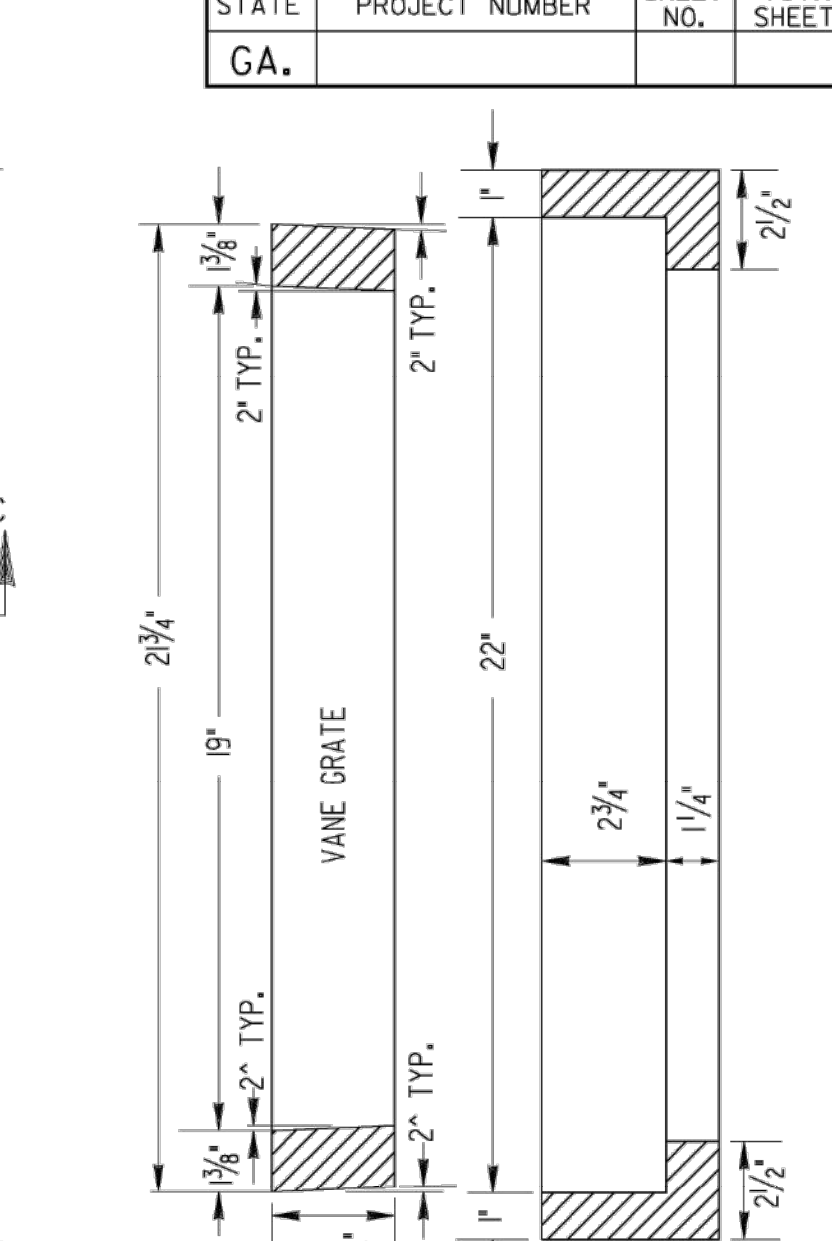
ALTERNATE- CAST-IN-PLACE REINFORCED CONCRETE



PLAN VIEW
SCALE: 1/4" = 1"

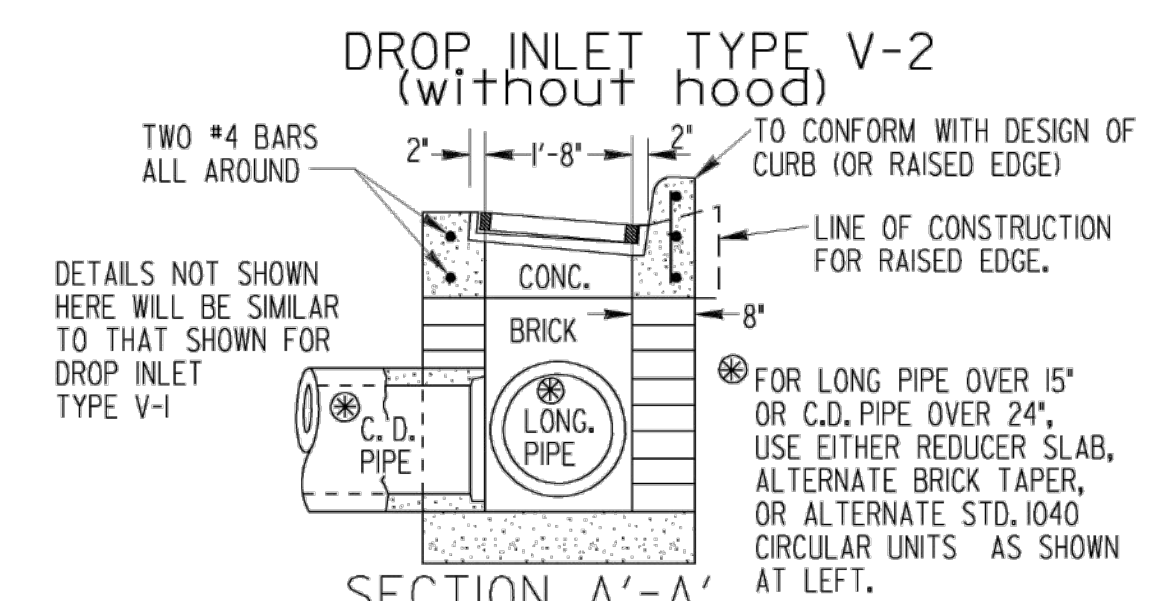


SECTION C-C
SCALE: 1/4" = 1"

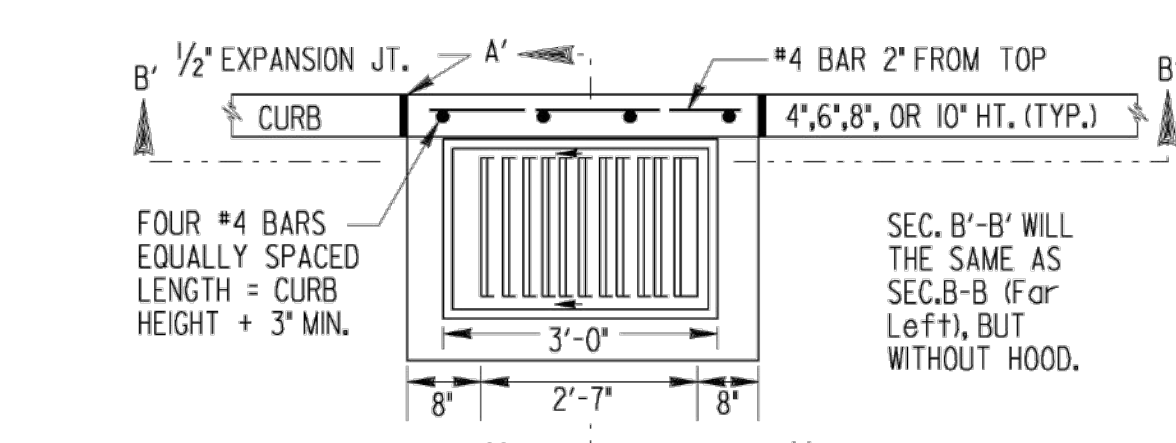


SECTION D-D

SPECIAL NOTE:
BARS OF GRATE WILL BE PERPENDICULAR TO DIRECTION OF TRAFFIC FLOW.



SECTION A'-A'



PLAN VIEW
SCALE: 1/2" = 1 FT.

- GENERAL NOTES:
- SPECIFICATIONS: GEORGIA STANDARD AND/OR SPECIAL PROVISIONS EXCEPT THAT VANE GRATE WILL BE GRAY IRON A.S.T.M. A-48 CLASS 30.
 - ALIGNMENT, NUMBER AND SIZES OF PIPES SHOWN ARE ONLY TYPICAL. SEE PLANS FOR ACTUAL PIPE CULVERT REQUIREMENTS.
 - SLOPE OF GRATE WILL MATCH GUTTER SLOPE WHEN USED WITH CURB AND GUTTER. SLOPE OF GRATE WILL MATCH ROADWAY SLOPE WHERE THERE IS NO GUTTER (I.E., HEADER CURB, INTEGRAL CURB, ETC.). TOP OF HOOD WILL BE FLUSH WITH TOP OF CURB FOR TYPE V-1.
 - CONCRETE WILL BE CLASS "A" CONCRETE.
 - 1/2" EXPANSION JOINTS WILL BE REQUIRED IF RIGID PAVEMENT, SIDEWALK OR CONCRETE GUTTER MEETS DROP INLETS.
 - ALL STRUCTURES OVER 4 FT. DEEP SHALL REQUIRED STEPS OF A TYPE APPROVED BY THE MATERIALS LABORATORY OR 3/4" DIA. BARS STEPS AS SHOWN FOR OTHER INLET TYPES. NUMBER AND LOCATION OF STEPS SHALL BE AS DIRECTED BY THE ENGINEER.
 - METAL HOODS DO NOT IMPROVE HYDRAULICS OF INLETS. TYPE V-IDROP INLETS ARE NORMALLY USED TO PROVIDE CONTINUITY OF CURB OR TO ALLOW LARGER BOX WITHOUT TAPER OR REDUCER SLAB.

DATE		REVISION	
DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA		STANDARD DROP INLET TYPES V-1 AND V-2	
SCALE AS SHOWN		AUGUST, 1999	
DES. (SUBMITTED)		NUMBER 1019B	
DRW. (APPROVED)		DATE: JANUARY 2026	
TRA.		SHEET #:	
CHK.		PROJECT NUMBER	
		SHEET NO.	
		TOTAL SHEETS	

MISCELLANEOUS DETAILS

REVISIONS:	
1	
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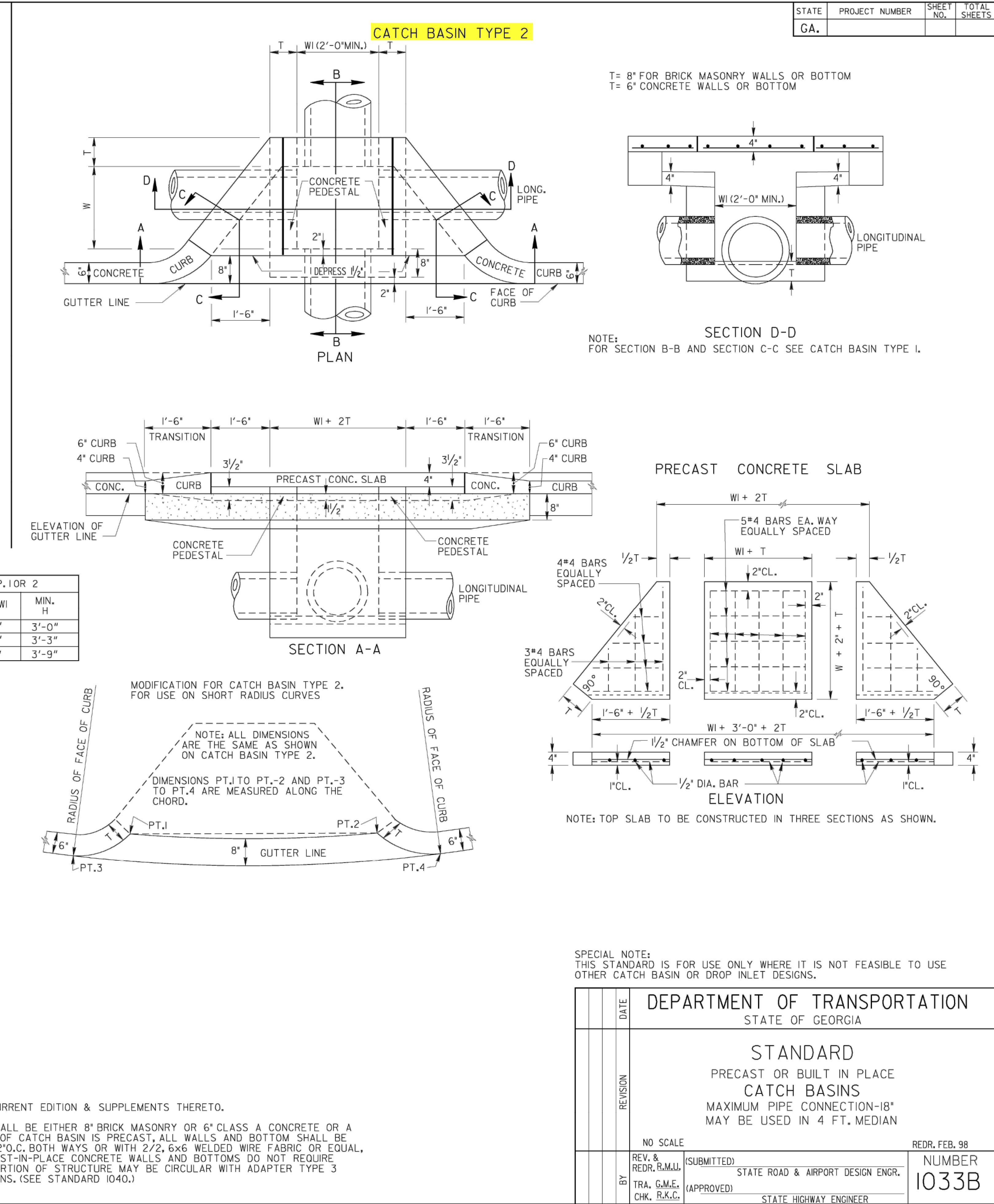
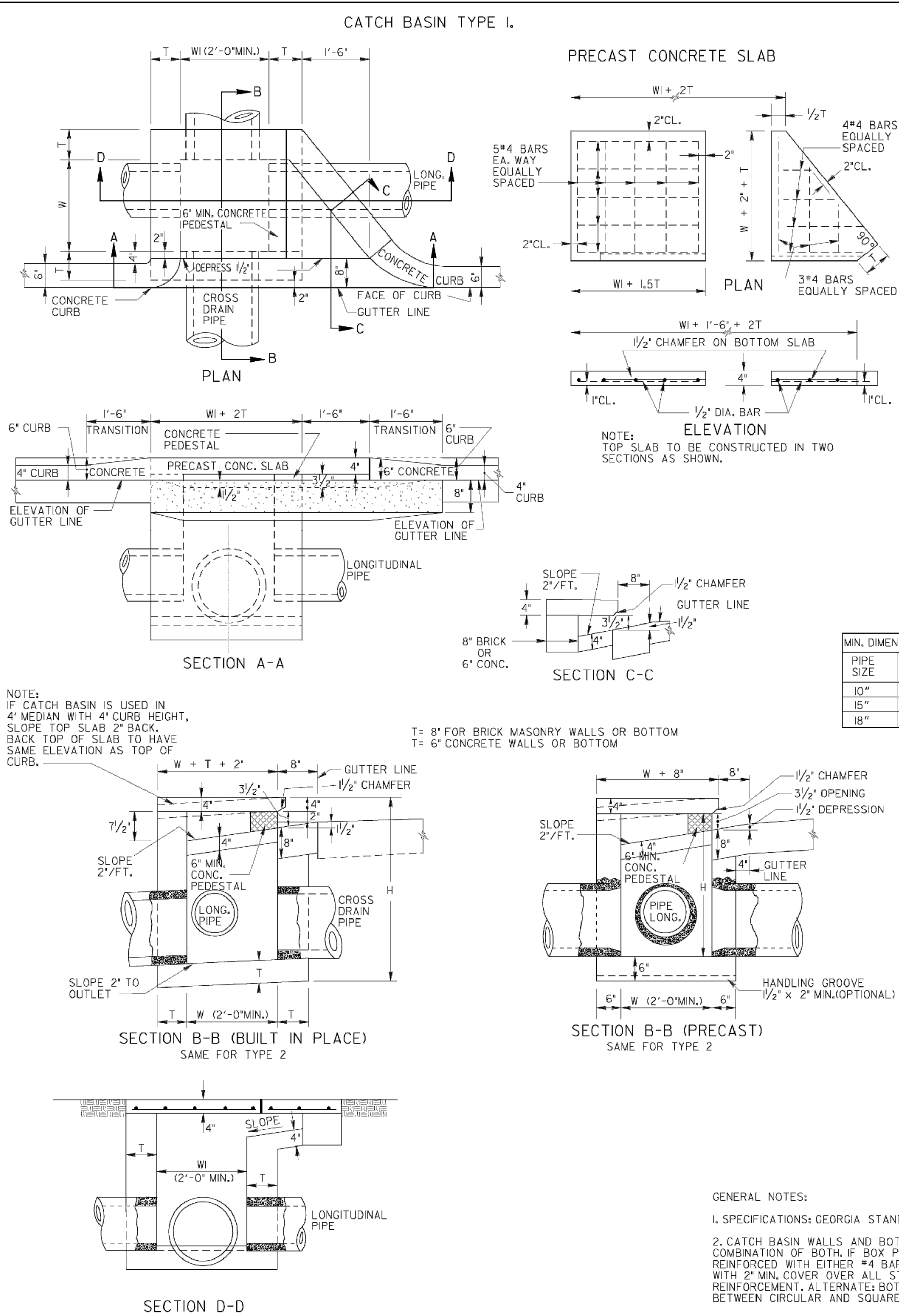
JEFFERSONVILLE ROAD
SIDEWALK EXTENSION
FOR
MACON-BIBB COUNTY
BIBB COUNTY, GA

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6
SHT. 6 OF 10

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MISCELLANEOUS DETAILS

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NO.	DESCRIPTION	DATE
1		
2		
3		
4		
5		

STATE PROJECT NUMBER SHEET NO. TOTAL SHEETS

GA.

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FOR
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BIBB COUNTY, GA

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CHECKED BY: TI

DATE: JANUARY 2026

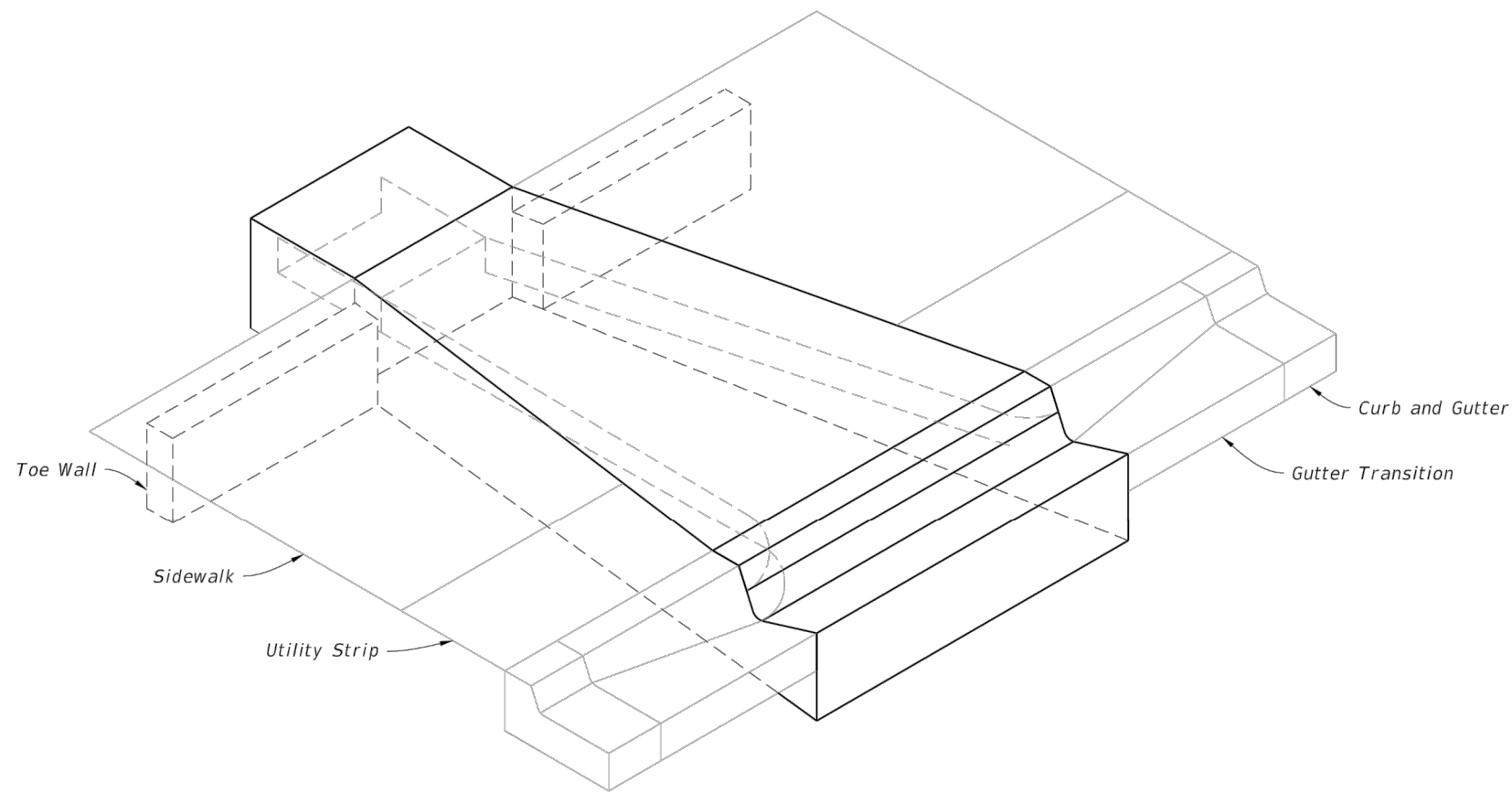
SHEET #:

7

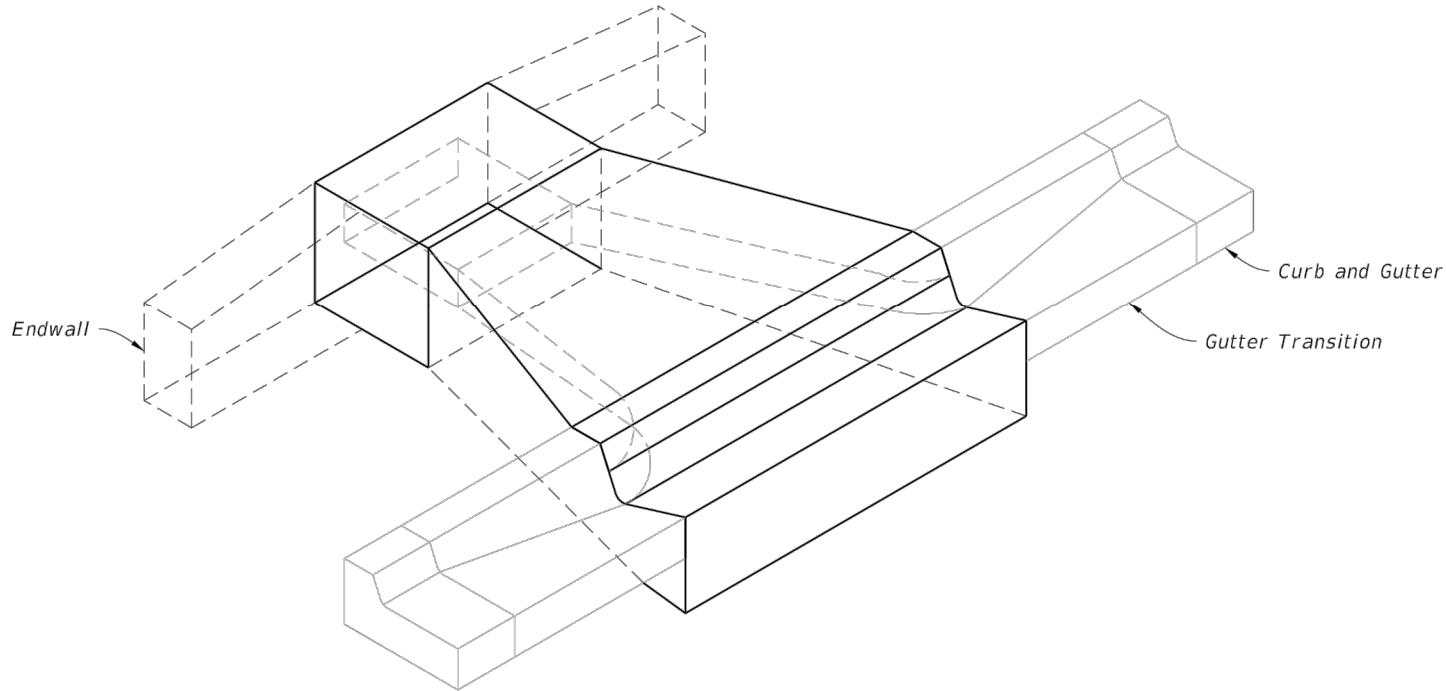
SHT. 7 OF 10

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- GENERAL NOTES:**
1. The finished grade and slope of the inlet top are to conform with the finished cross slope and grade of the proposed sidewalk and/or border.
 2. When inlets are to be constructed on a curve, refer to the plans to determine the radius. Bend steel when necessary.
 3. Inlets can be either cast-in-place or precast concrete. Chamfer all exposed edges $\frac{3}{8}$ ".
 4. All reinforcement is ASTM A615/A615M Grade 60 steel, either smooth or deformed with a 2" minimum cover, unless otherwise shown. Equivalent area grade 40 steel or 65 ksi welded wire fabric may be substituted.



TYPE I CLOSED FLUME INLET WITH SIDEWALK
Single Barrel Flume Shown

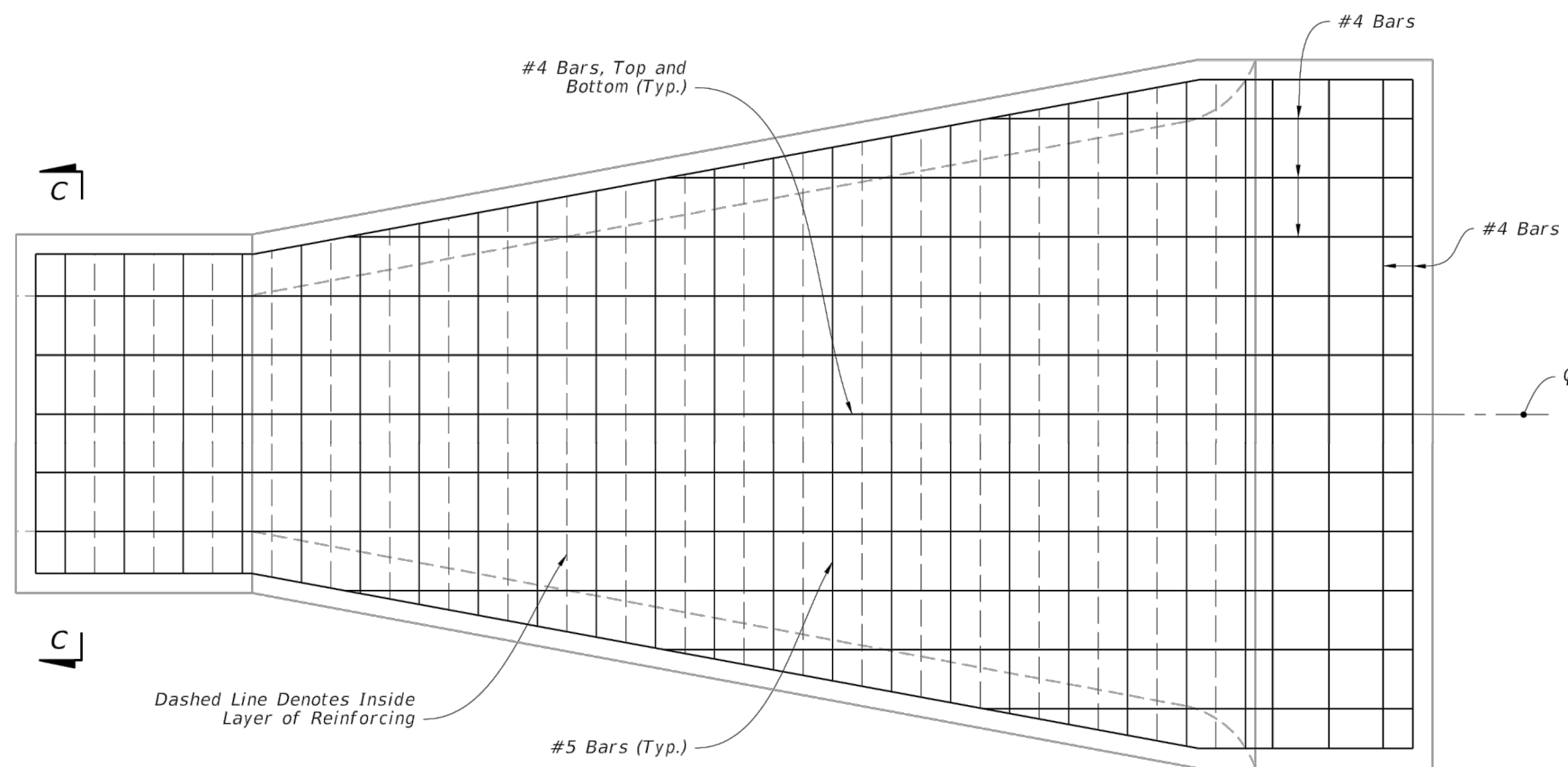


TYPE II CLOSED FLUME INLET WITHOUT SIDEWALK
Single Barrel Flume Shown

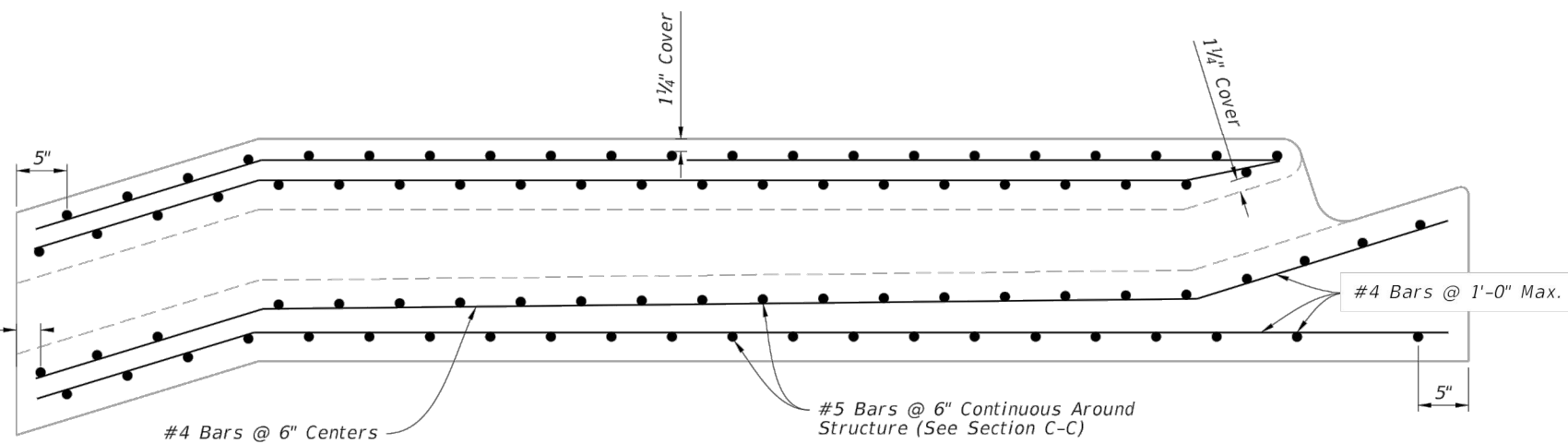
TABLE OF CONTENTS:	
Sheet	Description
1	General Notes and Contents
2	Type-I Dimensional Details
3	Reinforce Details
4	Type-II Dimensional Details
5	Multiple Barrel Flumes

LAST REVISION	DESCRIPTION:	FDOT	FY 2021-22	INDEX	SHEET
11/01/20			STANDARD PLANS	425-061	1 of 5

LAST REVISION	DESCRIPTION:	FDOT	FY 2021-22	INDEX	SHEET
11/01/20			STANDARD PLANS	425-061	2 of 5

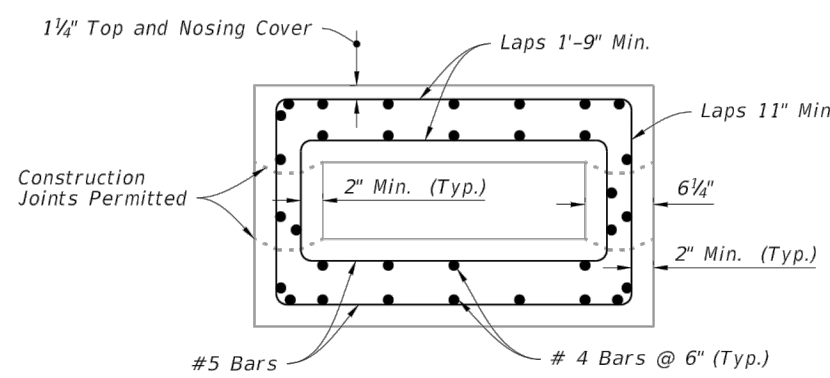


PLAN



SIDE ELEVATION

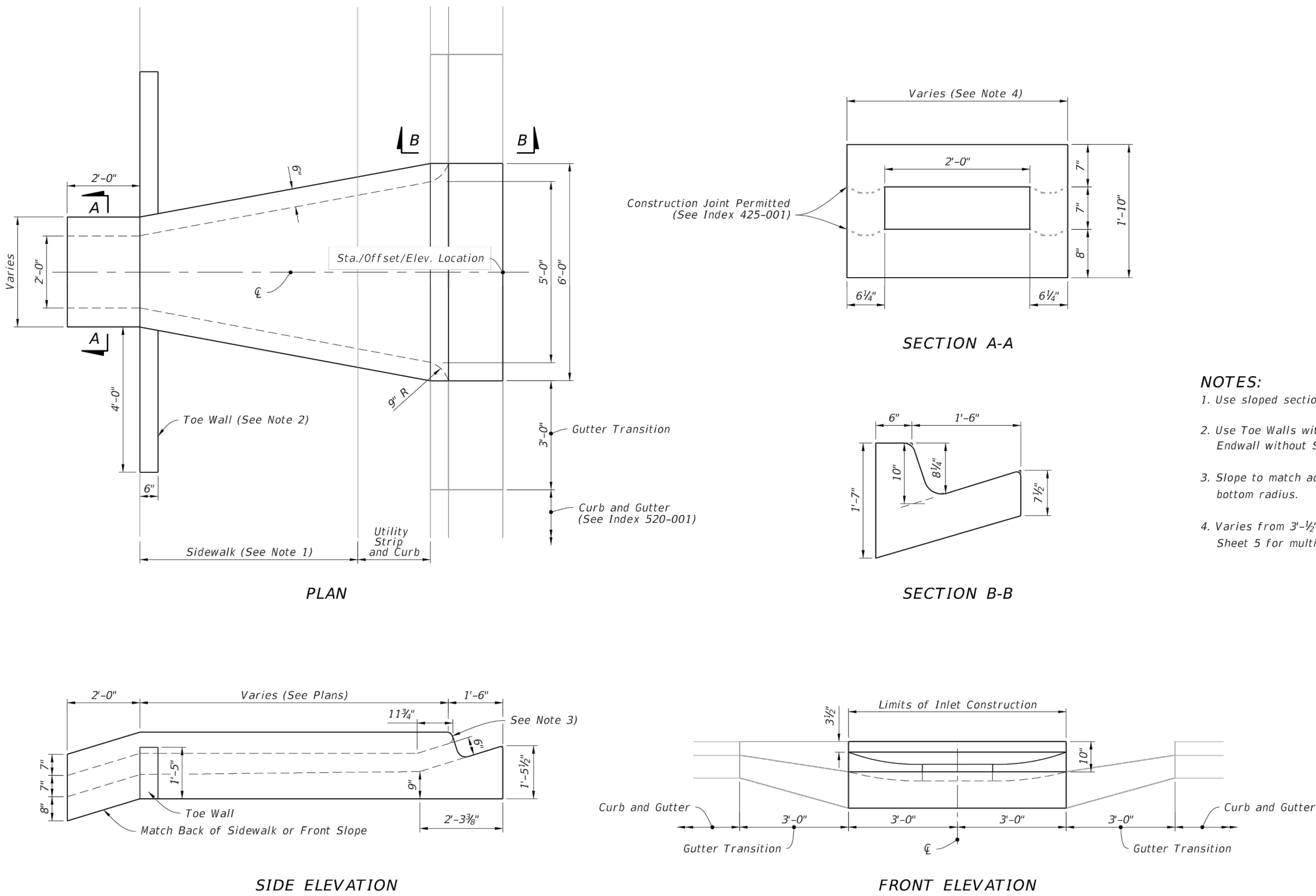
NOTE:
Type I Closed Flume Inlet shown, Type II Closed Flume Inlet Similar.



SECTION C-C

REINFORCING DETAILS

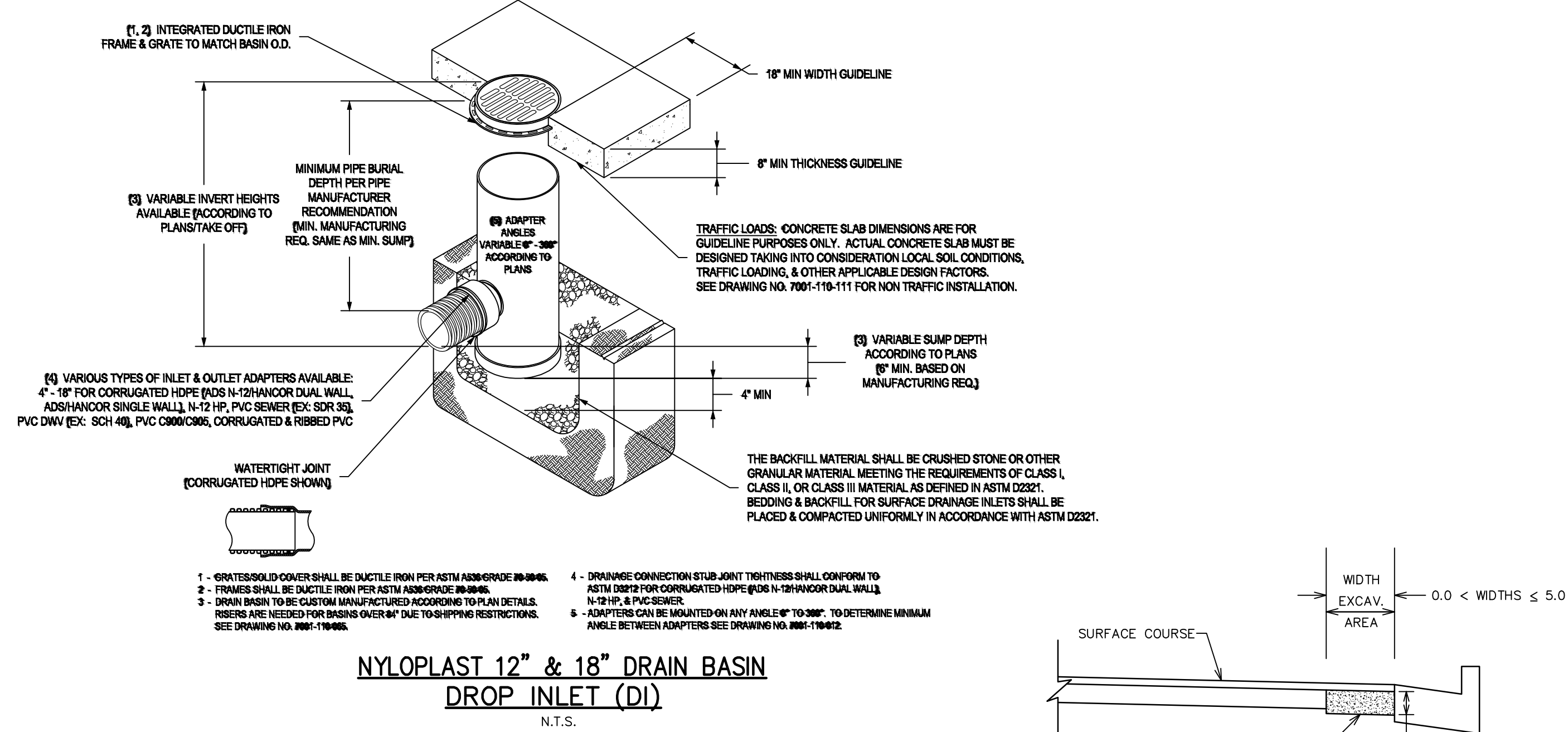
LAST REVISION	DESCRIPTION:	FDOT	FY 2021-22	INDEX	SHEET
11/01/20			STANDARD PLANS	425-061	3 of 5



- NOTES:**
1. Use sloped section with sidewalk applications only.
 2. Use Toe Walls with Sidewalk application only. For Endwall without Sidewalk see DETAILS on Sheet 4.
 3. Slope to match adjacent curb with 2" top radius and 1 1/2" bottom radius.
 4. Varies from 3'-1/2" to 6'-0" for single barrel flume. See Sheet 5 for multiple barrel flumes span variation.

TYPE-I DIMENSIONAL DETAILS

LAST REVISION	DESCRIPTION:	FDOT	FY 2021-22	INDEX	SHEET
11/01/20			STANDARD PLANS	425-061	2 of 5



NYLOPLAST 12" & 18" DRAIN BASIN
DROP INLET (DI)
N.T.S.

In excavated areas between the existing paving and new curb and gutter that are 5'-0" or less in width, Class "B" concrete shall be placed in lieu of the base and paving specified by the typical section. Payment will be made under "Class B Concrete Base and Pavement Widening".

In excavated areas greater than 5'-0" in width, the Contractor shall place base and paving as specified on the typical section.

See plans for details of curb and gutter construction.

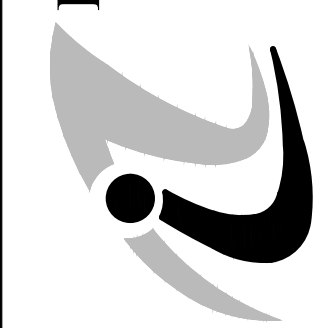
CLASS "B" CONCRETE BASE OR WIDENING DETAIL

MISCELLANEOUS DETAILS

REVISIONS:

JEFFERSONVILLE ROAD SIDEWALK EXTENSION FOR MACON-BIBB COUNTY BIBB COUNTY, GA

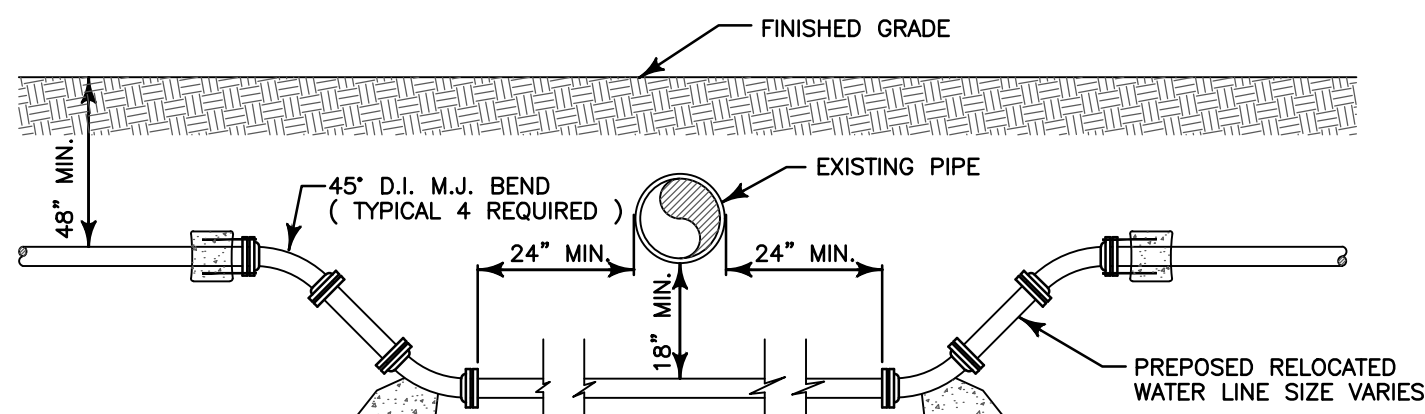
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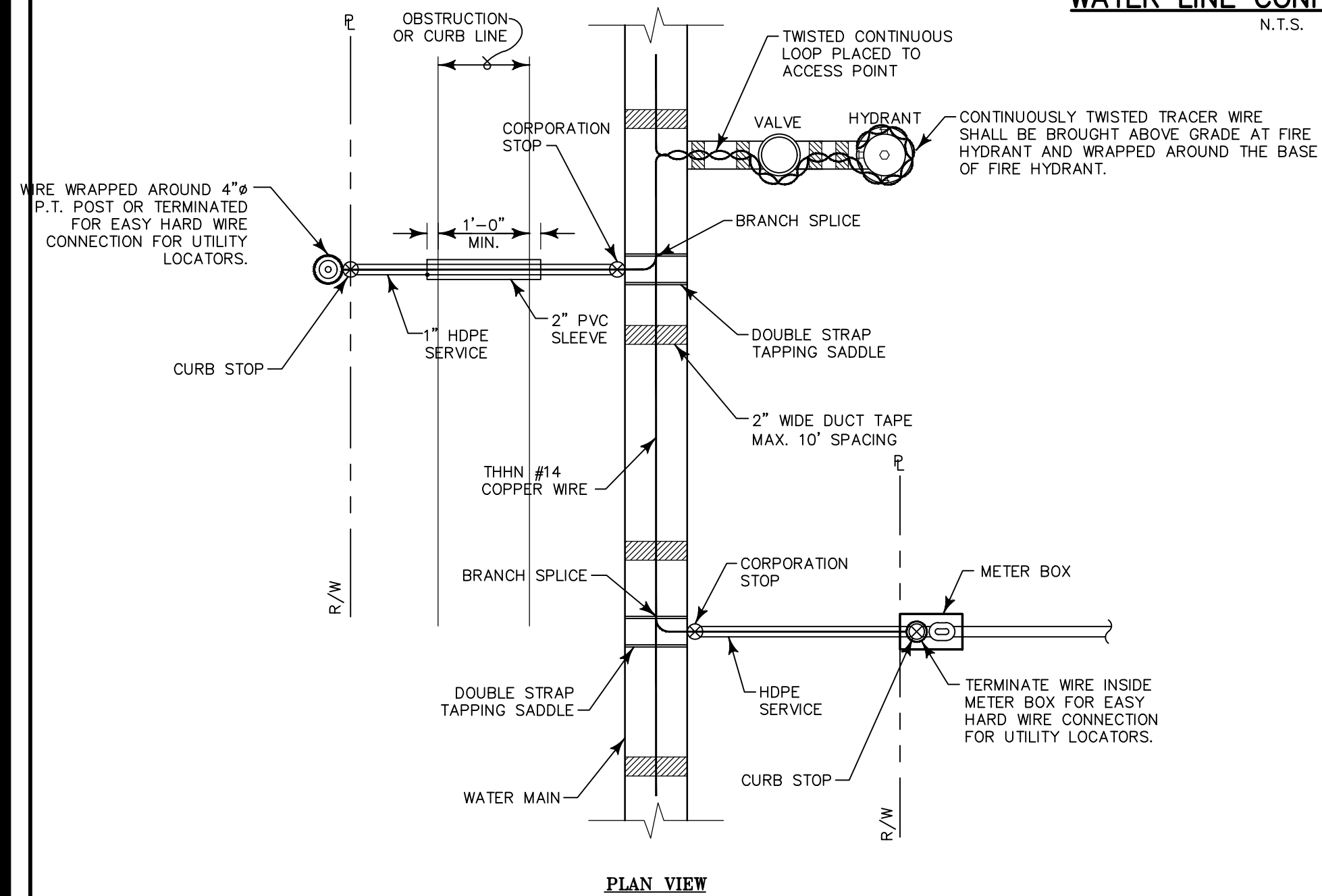
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SHT. 8 OF 10

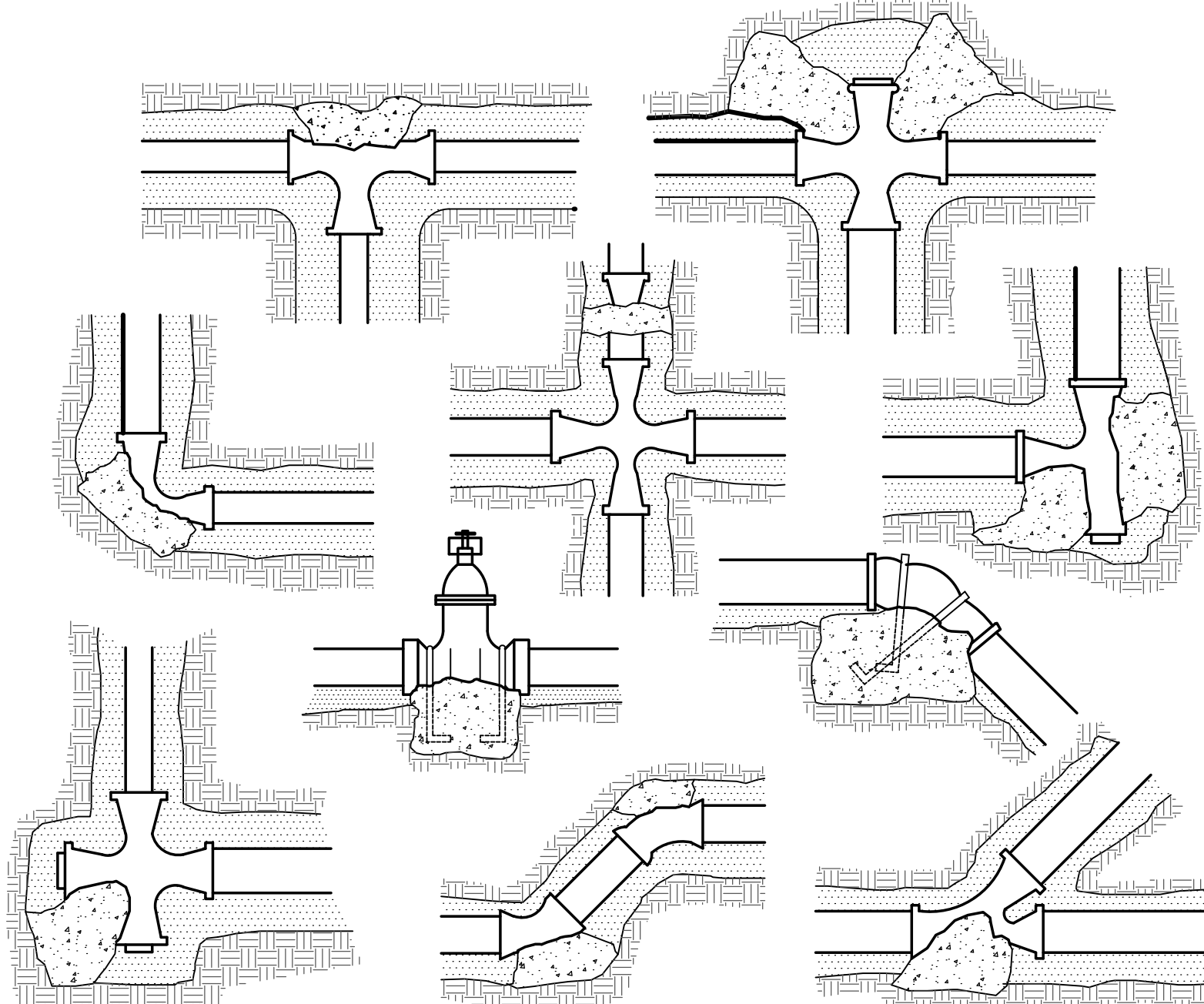
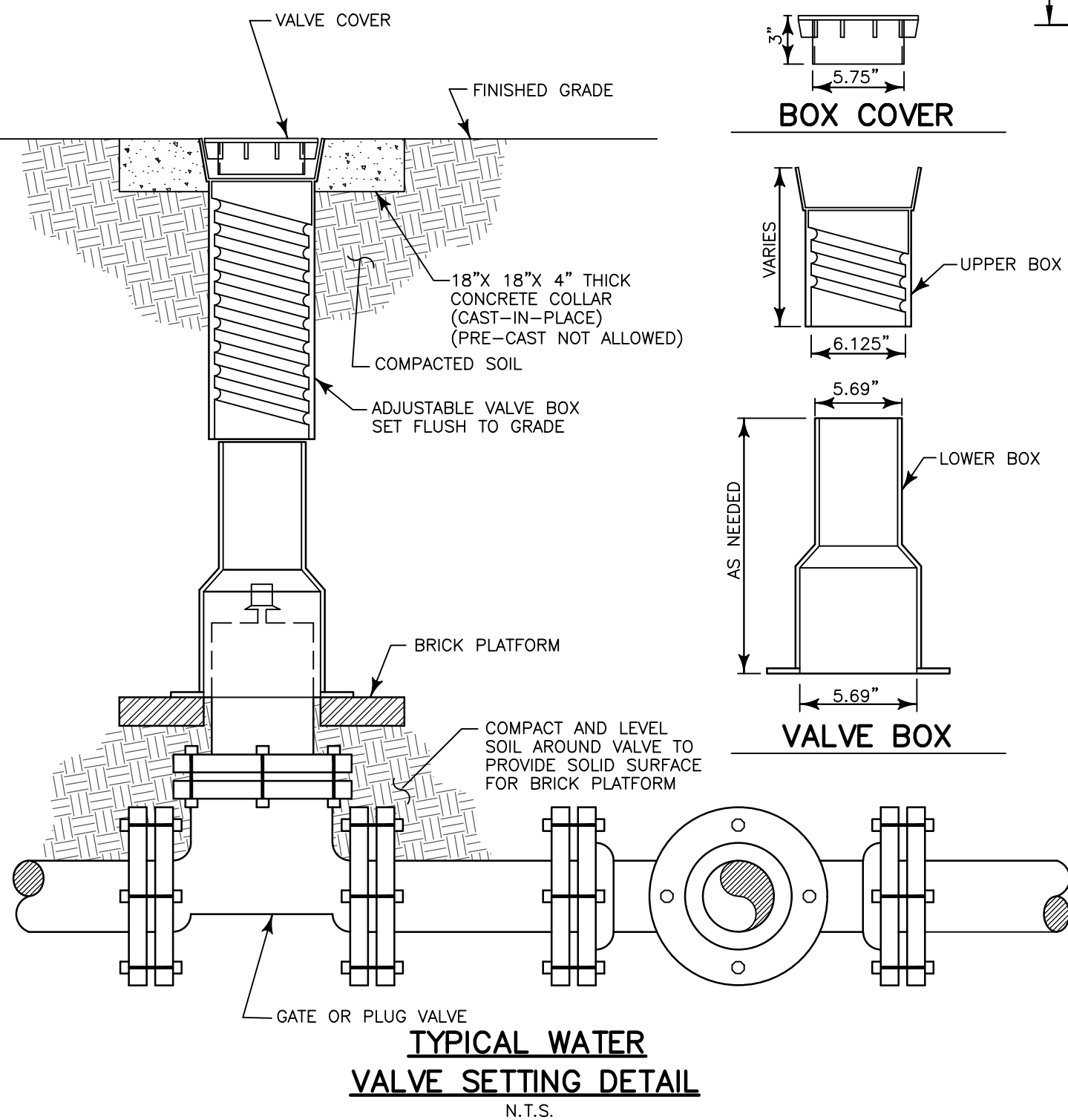
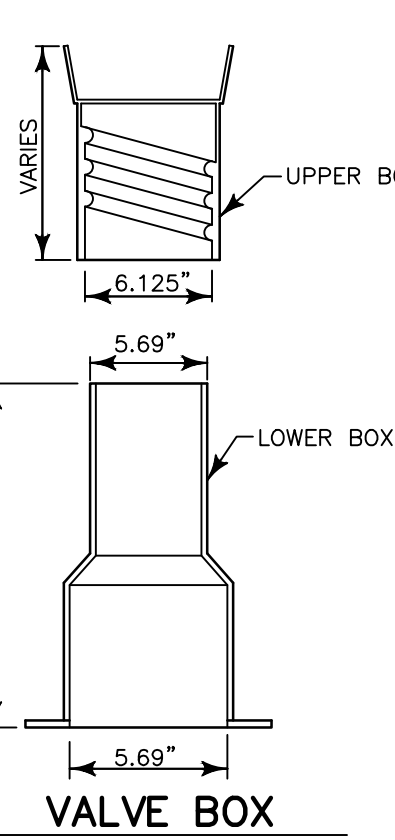
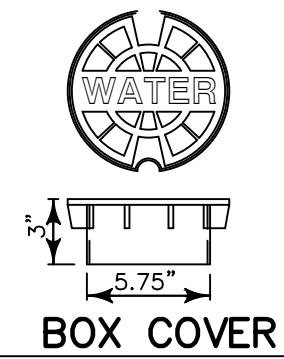
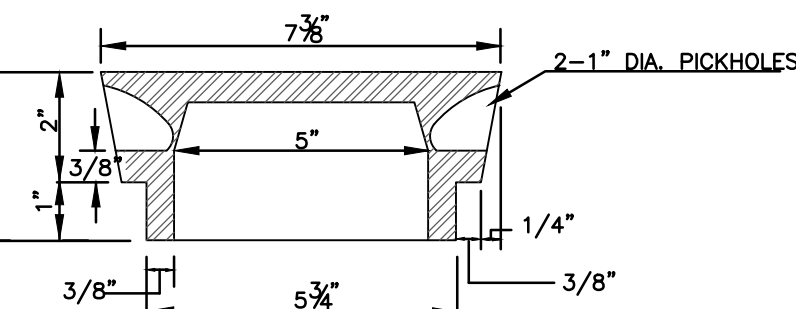
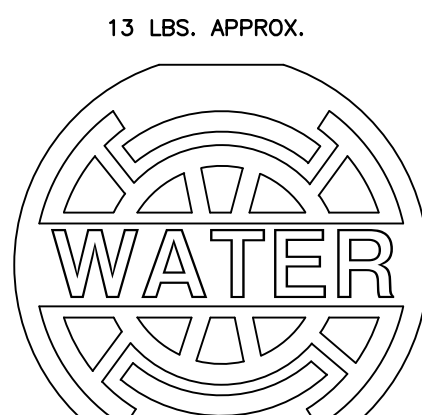
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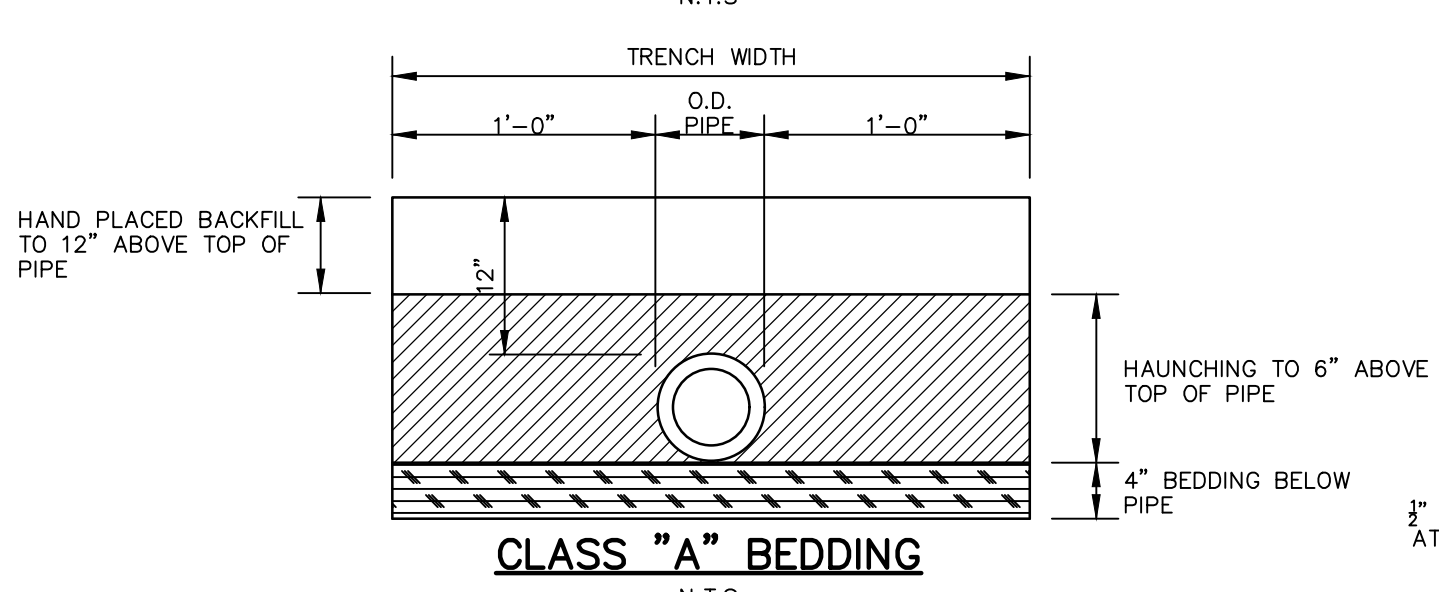
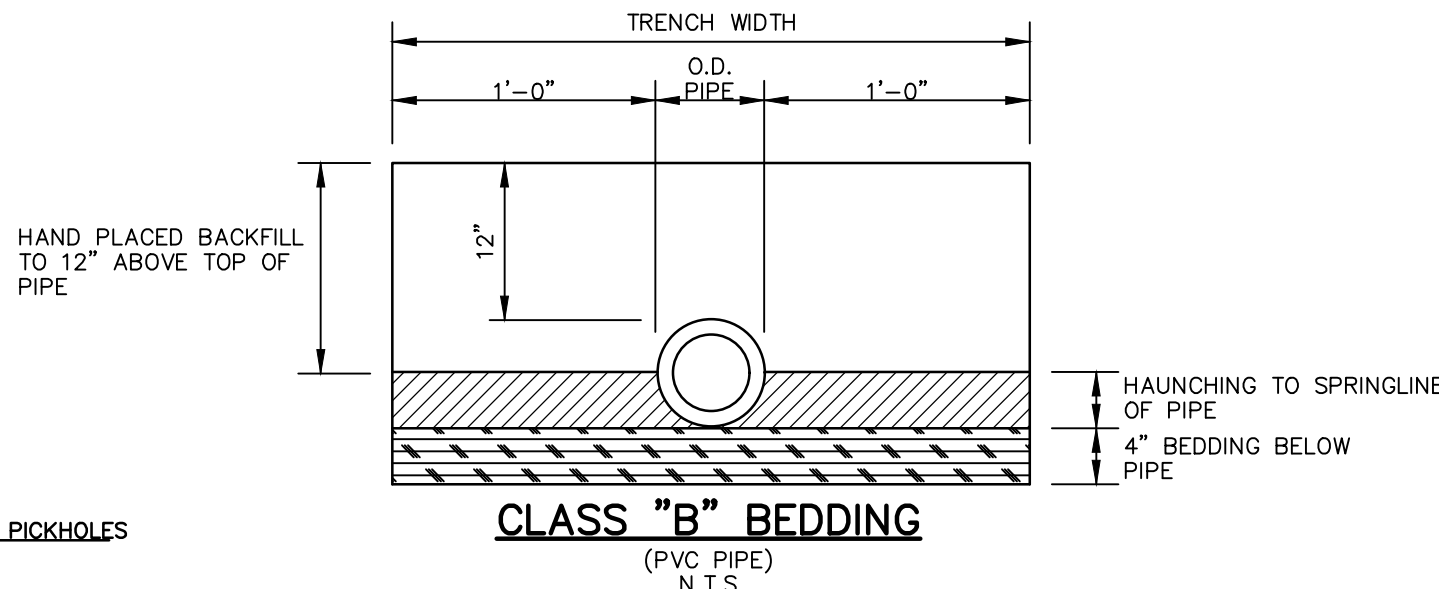
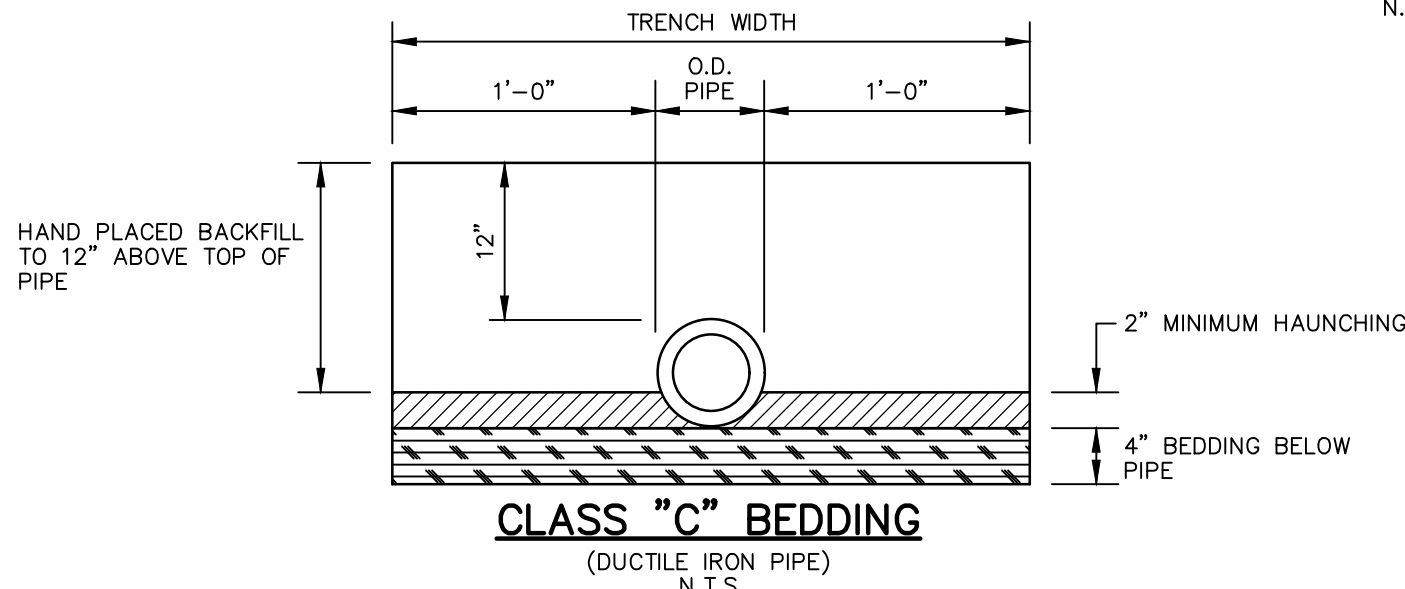
WATER LINE CONFLICT DETAIL
N.T.S.



NOTE:
1. PROTECTIVE COATING SHALL BE STRIPPED PRIOR TO SPLICE. WRAP FINISHED SPLICE WITH ELECTRICAL TAPE.



TYPICAL THRUST BLOCKS LOCATIONS DETAIL
N.T.S.



TYPICAL BEDDING REQUIREMENTS

BENDS			
X	C	D	
4"	6"	1'- 2"	
6"	8"	1'- 4"	
8"	10"	1'- 6"	
10"	12"	1'- 8"	
12"	14"	1'- 10"	

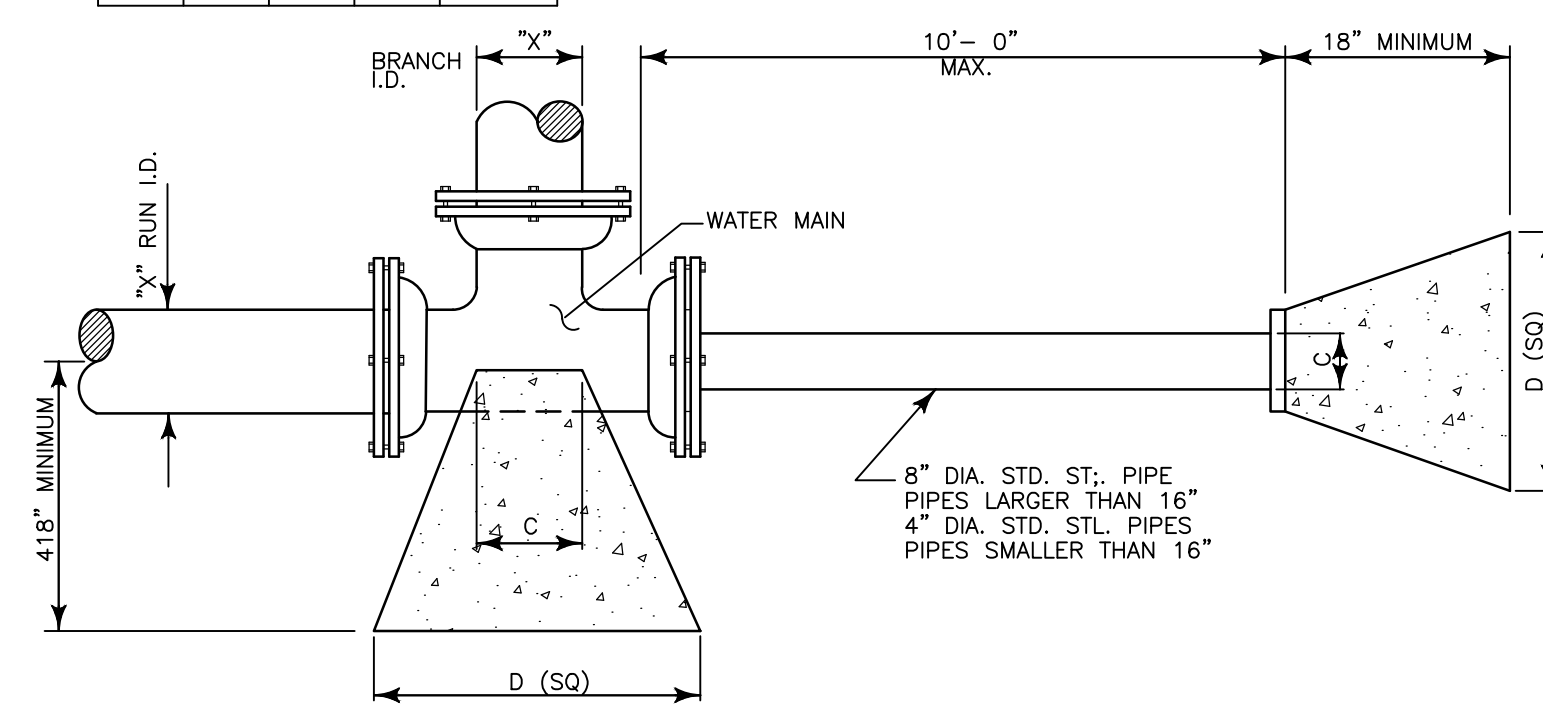
4"	6"	1'- 0"
4"	6"	1'- 0"
6"	8"	1'- 2"
8"	10"	1'- 4"
10"	12"	1'- 6"
12"	14"	1'- 8"

4"	6"	1'- 0"
4"	6"	1'- 0"
6"	8"	1'- 2"
8"	10"	1'- 4"
10"	12"	1'- 6"
12"	14"	1'- 8"

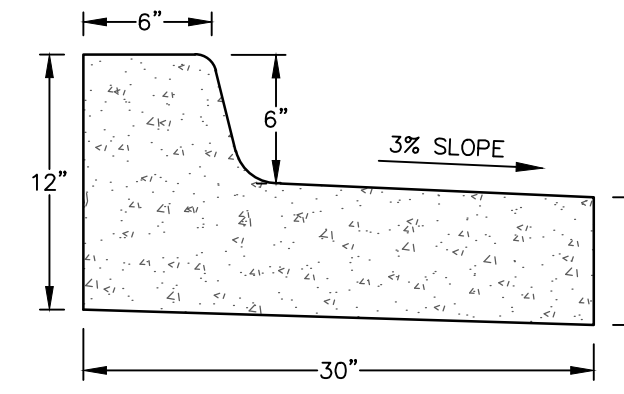
4"	6"	1'- 0"
4"	6"	1'- 0"
6"	8"	1'- 2"
8"	10"	1'- 4"
10"	12"	1'- 6"
12"	14"	1'- 8"

TEES AND DEAD ENDS			
X	C	D	
4"	8"	1'- 6"	
6"	10"	1'- 8"	
8"	12"	2'- 0"	
10"	14"	2'- 2"	
12"	16"	3'- 0"	

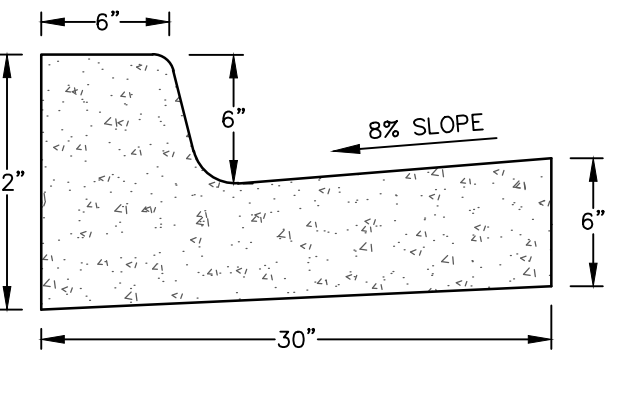
NOTE:
150 P.S.I. TEST PRESSURE
SOIL BORING OF 2000 P.S.F.
3000 P.S.I. CONCRETE
ALL C AND D'S HAVE MIN. OF 1'- 0"



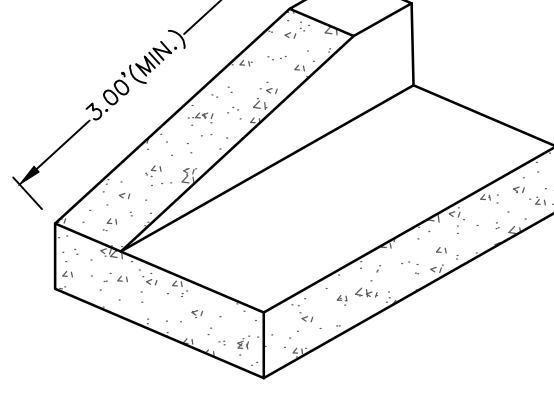
TYPICAL THRUST BLOCKS FOR FITTINGS DETAIL
N.T.S.



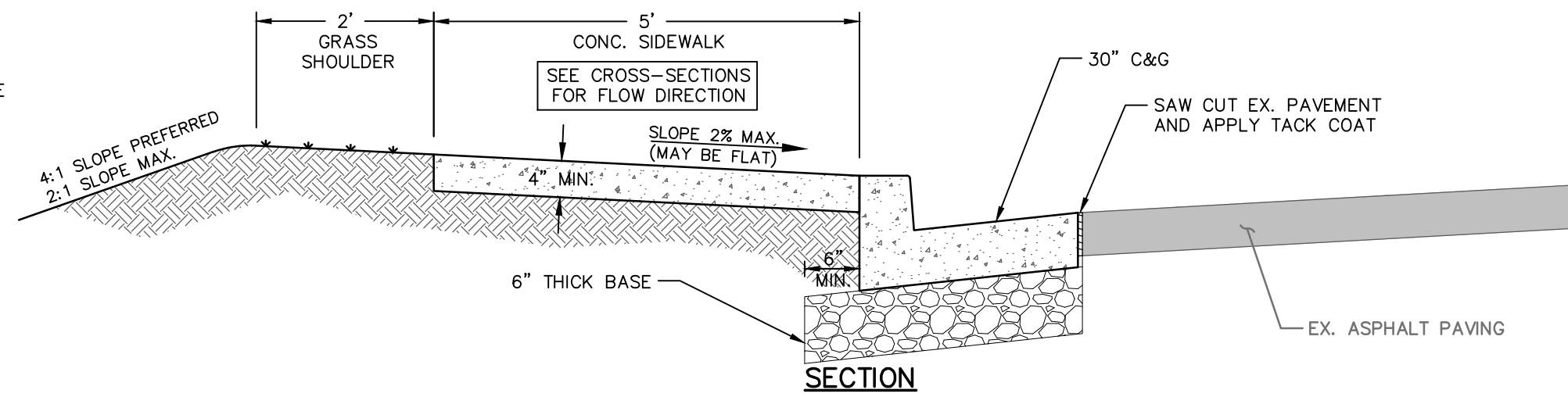
SPILL TYPE CURB & GUTTER
N.T.S.



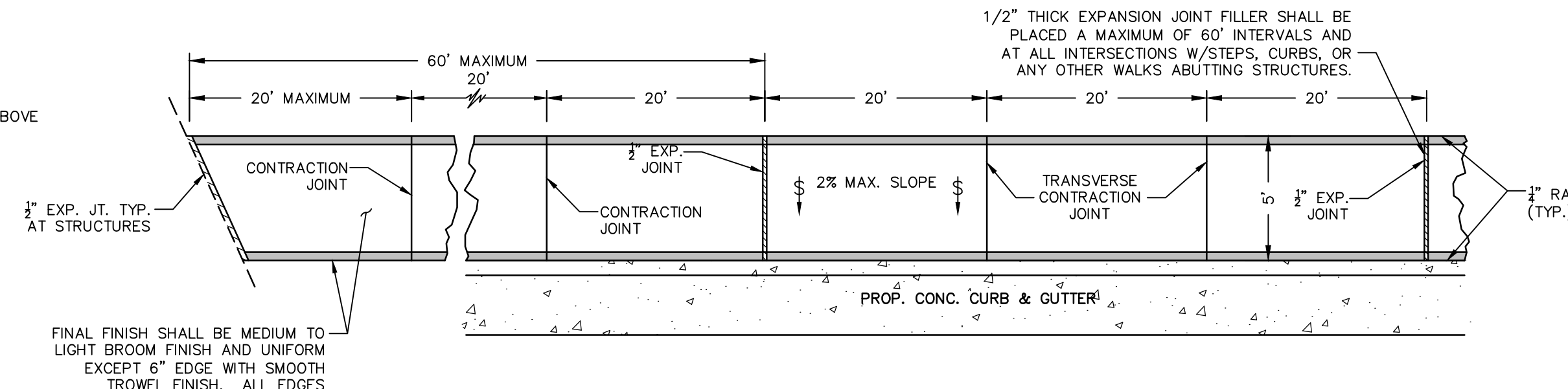
STANDARD TYPE CURB & GUTTER
N.T.S.



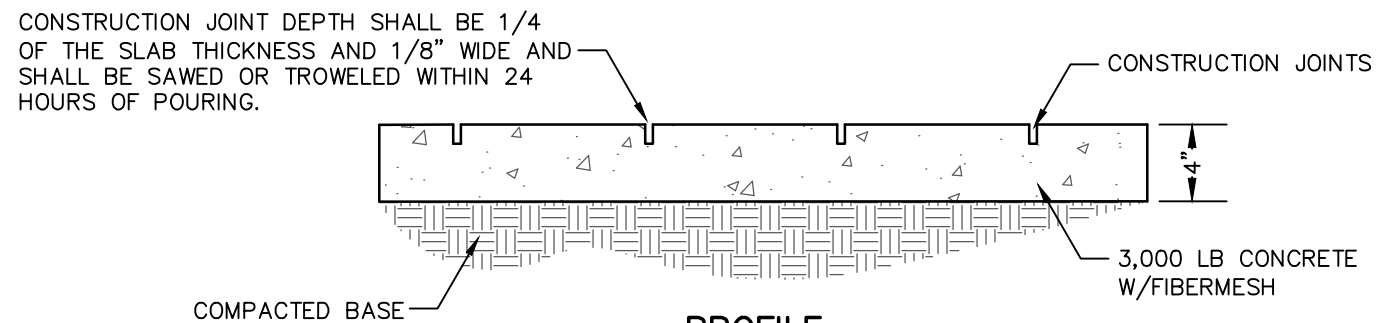
CURB TERMINATION DETAIL
N.T.S.



SECTION



PLAN



PROFILE

TYPICAL SECTION & SIDEWALK DETAIL
N.T.S.

MISCELLANEOUS DETAILS

REVISIONS:	
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3	
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JEFFERSONVILLE ROAD
SIDEWALK EXTENSION
FOR
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**Disurbed Area Stabilization
(With Mulching Only)**

PURPOSE

- To prevent runoff and erosion
- To conserve moisture
- To prevent surface corrosion or crushing
- To prevent soil underdrainage
- To modify soil temperature
- To increase biological activity in the soil

REQUIREMENT FOR REGULATORY COMPLIANCE

Mulch or temporary grassing shall be applied to all exposed areas within 14 days of disturbance. Mulch or grassing shall be applied a single application. A mechanical control device for up to six months, but it shall be replaced if the application device depends on the material used, anchored and have a continuous 90% cover or greater of the soil surface.

Maintenance shall be required to maintain appropriate depth and 90% cover. Temporary vegetation may be employed instead of mulch if the material will remain undisturbed for less than six months.

If an area will remain undisturbed for greater than six months, permanent vegetative techniques shall be employed. Refer to Ds2—Disturbed Area Stabilization (With Permanent Seeding), Ds3—Disturbed Area Stabilization (With Permanent Seeding), and Ds4—Disturbed Area Stabilization (With Sodding).

SPECIFICATIONS

Mulching Without Seeding

1. Grade and/or graded or cleared areas where seedlings may not have a suitable growing season to produce an erosion retardant cover, but can be stabilized with a mulch cover.

Site Preparation

1. Grade and/or permit the use of equipment for applying and anchoring mulch.

2. Loose permanent erosion control measures as required such as dikes, terraces, berms, terraces and sediment barriers.

3. Loosen compact soil to a minimum depth of 3 inches.

Mulching Materials

Select one of the following materials and apply at the depth indicated for each application.

1. Dry straw or hay shall be applied. A depth of 2 to 4 inches providing complete soil coverage. One advantage of this material is that it is readily available.
2. Wood waste (chips, sawdust or bark) shall be applied at a depth of 2 to 3 inches. Organic material from the clearing operation shall be used. The material must be chipped and applied as mulch. This method of mulching can greatly reduce seedling establishment.
3. Polyethylene film shall be secured over banks or stockpiles of soil material for temporary protection. This material can be salvaged and re-used.

Applying Mulch

1. Straw or hay is used without seeding, mulch shall be applied to provide full coverage of the exposed area.

1. Dry straw or hay shall be applied and this shall be applied uniformly by hand or mechanical equipment.
2. If the material will eventually be covered with perennial vegetation, 20 pounds of nitrogen per acre in addition to the normal amount will be applied to offset the uptake of nitrogen caused by the decomposition of the organic mulches.
3. Apply polyethylene film on exposed areas.

Strawing Mulch

1. Straw or hay mulch can be pressed into the soil with a disk harrow with the disk set straight or with a special "bucker" attachment. The harrow or the "bucker" should be 20 inches or more in diameter and 8 to 12 inches apart. The edges of the disk should be dull enough not to cut the mulch or straw. The harrow or the "bucker" should be set to the correct position. Straw or hay mulch shall be anchored immediately after application.

2. Straw or hay spread with special slower-tie equipment may be anchored. Tacklers, binders and hydraulic mulch with special slower-tie equipment may be used. Straw or hay can be substituted for emulsified asphalt. Please refer to specification Tackifiers. Plastic mesh or netting with mesh no larger than 1/2 inch shall be used. The mesh shall not be tied to the manufacturer's specifications.

3. Netting of the appropriate size shall be used to anchor straw or hay. The netting shall not be larger than the average size of the wood waste chips.

4. Straw or hay shall be anchored by anchor trenches at the top as well as incrementally as necessary.

DS-2 **Disturbed Area Stabilization (With Temporary Seeding)**

PURPOSE

- To reduce runoff and sediment damage of downstream resources
- To protect the soil surface from erosion
- To improve wildlife habitat
- To improve aesthetics
- To improve till, infiltration and erosion as well as erosion matter for permanent plantings

REQUIREMENT FOR REGULATORY COMPLIANCE

Mulch or temporary grassing shall be applied to all exposed areas within 14 days of disturbance. Temporary seeding shall be installed on all exposed areas, except graded areas that will be exposed for less than six months. If an area is expected to be undisturbed for more than six months, permanent perennial vegetation shall be used. If optimum planting conditions for the area are not met, a temporary seed can be used as a singular erosion control device for up to six months but it shall be applied at end appropriate depth, anchored, and covered with mulch. Because of their potential to soil surface. Refer to specification DS1 – Disturbed Area Stabilization (With Temporary Seeding).

CONDITIONS

When temporary vegetation measures should be coordinated with permanent measures to assure economical and effective stabilization. Most types of temporary vegetation are used for a period of time until the permanent vegetation is established. Note: Some species of temporary vegetation are not appropriate for erosion control. For example, annual ryegrass is not a soil-competent crop plant because of its potential to out-compete the desired species (e.g., annual ryegrass). Contact NRCS or the local SWCD for more information.

SPECIFICATIONS

Grading and Seeding

Excessive water run-off shall be reduced by properly designed and installed erosion control practices such as contouring, terracing, ditching, and the use of erosion barriers and others.

No shaping or grading is required if grasses can be seeded by hand. If a slope, ditch, or gulch is to be seeded, seeding equipment is to be used.

When to Seed

When a hydraulic seeder is used, seedbed preparation is not required. When using conventional or broadcast seeders, seedbed preparation is required. If the soil material is loose and not sealed by rainfall.

When soil has been sealed by rainfall or consists of compacted slopes, the seed must be scarified or otherwise scarified to provide a place for seed to lodge and germinate.

Time and Fertilizer

Seeding time and time is required unless soil tests indicate otherwise. Apply agricultural lime at a rate of one ton per acre. Graded areas require lime application. Soils that are not tested to determine lime requirements. On reasonably fertile soils or soil material, fertilizer is not required. On soils with very low fertility, fertilizer is required. Fertilizer application rates for the equivalent per acre (12-16 lbs./1000 sq.ft.) shall be applied. Fertilizer shall be applied before lime application and after lime application is done, either by hand, or by chisel.

Seeding

Select a grass or grass-legume mixture suitable to the area and season of the year. Seed shall be applied by hand or by machine. Seeding may be done by a backpacker-seeder, or hydraulic seeder (slurry including seed and fertilizer). Drill or backpacker seeders should be used on steep slopes. Seed shall be applied at least. Appropriate depth of planting is ten times the seed diameter. Soil shall be "raked" lightly to cover seed with soil. If seeded by hand.

Mulching

Temporary vegetation can, in most cases, be established without the use of mulch. Mulch without application should be used in areas of erosion. Refer to: **DS1 - Disturbed Area Stabilization (With Mulching Only)**.

Irrigation

During times of drought, water shall be applied at a rate not causing runoff and erosion. The soil shall be thoroughly wetted to a depth that will insure germination of the seed. Subsequently applications should be made as needed.

D53 Disturbed Area Stabilization (With Permanent Vegetation)

PURPOSE

- To protect the soil surface from erosion
- To reduce damage from sediment and runoff to downstream
- To improve wildlife habitat and visual resources
- To improve aesthetics

REQUIREMENT FOR REGULATORY COMPLIANCE

This practice shall be applied immediately to rough graded areas that will be undisturbed for longer than six months. This practice or sodding shall be applied immediately to all areas of final grade. Final Stabilization means that all soil erosion and sediment on the site have been completed, and that no unpaved areas and areas not covered by permanent structures, at least 70% of the soil surface is covered by permanent vegetation or equivalent permanent stabilization measures (such as the use of rip-rap, gabions, permanent mulches or geotextiles) have been installed. Covered areas include vegetation consisting of planted trees, shrubs, perennial vines, or crop of perennial vegetation appropriate for the region, such that within the first year after completion of the permanent stabilization shall be achieved. Final stabilization applies to each phase of construction. For linear construction projects on land 4 feet or less wide, 70% cover of permanent sod or sodding is satisfied and permanent control measures and facilities are operational, interim stabilization measures and erosion and sedimentation control measures shall not be removed.

CONDITIONS

Permanent perennial vegetation is used to provide a protective cover for exposed areas including cuts, fills, dams, and other denuded areas.

PLANNING CONSIDERATIONS

1. Use conventional planting methods where possible.
2. For areas disturbed during the time during major planting periods, companion crops shall be used.
3. No-tilt planting is effective when planting is done during the summer.
4. Sodding is effective when sods of grass or grasses likeespedeza planted no-tilt into stands of rye is an excellent procedure.
5. Sodding provides immediate cover. It is especially effective in controlling erosion adjacent to concrete flumes and other structures. Refer to Specification D54 Disturbed Area Stabilization (With Sodding).
5. Irrigation should be used when the soil is dry or when summer plantings are done.
6. Low maintenance plants as well as natives should be used to ensure long-lasting erosion control.
7. Mowing should not be performed during the first growing season (May to September).
8. Wildlife plantings should be included in critical area plantings.

Wildlife Plantings

Commercially available plants beneficial to wildlife species include the following:

Warm Bearing Trees

Beech, Black Cherry, Blackgum, Chestnut, Chinkapin, Hickory, Hickory, Honey Locust, Native Oak, Persimmon, Sweetbark Oak and Sweetgum.

All trees that produce nuts or fruits are favored by many game animals. Wildlife provides nuts used mainly by squirrels and bear.

Shrubs and Small Trees

Boysberry, Bittersweet, Lespedeza, Grabbapple, Dogwood, Honeysuckle or Native Blueberry, Mountain Laurel, Native Holly, Red Cedar, Red Mulberry, Sumac, Wax Myrtle, Wild Plum and Plant.

Plant in patches without tall trees to attract stable bird communities. All produce fruits used by many kinds of wildlife, except for lespedeza which produces seeds used by quail and songbirds.

Marsh and Small Trees

Bayberry, Bicolor Lespedeza, Crabapple, Dogwood, Huckleberry or Native Blackberry, Mountain Laurel, Native Yew, and Cedar. Bayberry and Dogwood are the most common shrub communities. All produce fruits used by many kinds of wildlife, except for lespedeza which produces seeds used by quail and songbirds.

Grasses, Legumes, Pines and Temporary Cover

Grasses, Legumes, Pines, and Temporary Cover. Grass-Legume mixtures, Partridge Pea, Annual Lespedeza, Orchardgrass (for mountains), Browntop Millet (for temporary cover), and Vasculars.

Provides herbaceous cover in clearings for a game bird brood-rearing habitat. Appropriate legumes such as vetches, clovers, and alfalfa may be mixed with grass, but they may die out after a few years.

CONSTRUCTION SPECIFICATIONS

Grading and Shaping

Grading and shaping may not be required where hydraulic seeding and fertilizing equipment is to be used. Hydraulic seeding is also staged to insure plant establishment.

When conventional seeding and fertilizing are to be done, grading and shaping where feasible and practical, so that equipment can be used safely and efficiently during seeded preparation, seeding, mulching and maintenance operations.

Concretions of water that will cause excessive soil erosion should be removed and the area stabilized. Other treatment practices shall conform with the appropriate standards and specifications.

Lime and Fertilizer Rates and Analysis

Agricultural lime is required at the rate of one to two tons per acre depending on soil pH and otherwise. Graded areas require lime application. If lime is applied within six months of planting permanent perennial vegetation, the lime application may be reduced. The lime shall be within the specifications of the Georgia Department of Transportation.

Lime spread by conventional equipment shall be "ground limestone." Ground limestone is calcitic or dolomitic limestone ground so that 90 percent of the material will pass through a 10-mesh sieve, not less than 50 percent will pass through a 50-mesh sieve and not less than 25 percent will pass through a 100-mesh sieve.

Agricultural lime spread by hydraulic seeding equipment shall be "fines ground limestone." Fines ground limestone is calcitic or dolomitic limestone ground so that 90 percent of the material will pass through a 20-mesh sieve and not less than 70 percent will pass through a 100-mesh sieve.

It is desirable to use dolomitic limestone in the Sand and Gravelly Sand areas of the Coastal and Atlantic Coast Flatwoods M.R.A.s. (See Figure 6-4-1).

Agricultural lime is generally not required where only trees or shrubs are planted.

Initial fertilization, nitrogen, topdressing, and maintenance fertilizer requirements for each species or combination of species are listed in Table 6-4-1.

Lime and Fertilizer Application

When hydraulic seeding equipment is used, the initial fertilizer shall be mixed with seed, inoculant (if needed), and wood cellulose or wood pulp fiber mulch and applied immediately after seeding. If needed, seed shall be mixed with the seed prior to being placed into the hydraulic seeder.

When conventional seeding and fertilizing equipment is to be used, the ingredients thoroughly mixed. The mixture will be spread uniformly over the area within one hour after being prepared.

Fines ground limestone will be mixed with water and applied immediately after mulching is completed or in conjunction with the seed.

When conventional planting is to be done, lime and fertilizer shall be applied uniformly in one of the following ways:

1. Apply before land preparation so that it will be mixed with the soil during seedbed preparation.
2. Mix with the soil used to fill the holes, distribute in rows.
3. Broadcast over steep surfaces are scarified, split or trenched.
4. Broadcast pellet shall be placed at root depth in the closing hole beside each pine tree seeding.

[illegible][illegible]

spread uniformly within 24 planting. The mulch may be applied immediately after, or hand placed. Mulch shall be applied immediately after spreading equipment.

CD Sediment Barrier

DEFINITION
Sediment barriers are temporary structures constructed of silt fences supported by posts. Other types of barriers may include sandbags, slash piles, or other devices.

PURPOSE
To minimize and prevent sediment flow from leaving the site and entering the stormwater drainage system. Sediment barriers are installed on the storm water runoff and cascading the sediment to the stormwater retention silt on the disturbed land or activities disturbing the land are completed. Vegetation is established.

CONDITIONS
Barriers should be installed where run to be stored behind the barrier without disturbing the stormwater drainage structure itself. Sediment barriers shall be installed on streams, ditches, wetlands, or other concentrated flow areas.

DESIGN CRITERIA
Sediment barriers are designed to retain sediment by sheet flow from disturbed areas. The design professional is responsible for the design of the product for the site.

Sediment Barriers should also provide splash pad or other outlet protection on concrete where flow may overlap the sediment barrier. The maximum height of the protected, reinforced outlet does not exceed 4" and the support spacing does not exceed 10 feet. Where all runoff is to be stored behind the barrier (where no storm water disposal is required), maximum cantilevered silt in sediment barrier shall not exceed those listed in Table 6-27.1. For longer slope lengths, intermediate masts must be used. The design shall not exceed 5' across for every 100 feet barrier.

CRITERIA FOR SEDIMENT BARRIER

Land Slope	Maximum Silt Above Fabric	
	Percent	Feet
2 to 5	100	100
5 to 10	50	75
10 to 20	25	50
>20	15	25

*In areas where the slope is greater than a flat area length of 10 feet between the slope to the fabric is required.

Table 6-27.1

PLACEMENT
The type of sediment barrier depends on the area is sensitive or non-sensitive. Silt fences are designed to be used for protection, these areas include but are not limited to wetlands, or any type of environmentally designated area. When using multiple types of sediment barriers, the barrier must be at least 18 inches or as specified by design per Figure 6-27.5

Table 6-27.2

Land Slope	Maximum Silt Above Fabric	
	Percent	Feet
2 to 5	100	100
5 to 10	50	75
10 to 20	25	50
>20	15	25

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	Percent	Feet
2 to 5	100	100
5 to 10	50	75
10 to 20	25	50
>20	15	25

CONSTRUCTION SPECIFICATIONS

Nonsensitive Areas Sediment barriers being used as Type NS shall support spacing of no more than 10 feet between each being driven into the ground a minimum of 18 inches.

Sensitive Areas Sediment barriers being used as Type S shall spacing to greater than 10 feet and must be driven into the ground a minimum of 18 inches. As of January 1, 2016, by the existing Georgia Transportation Qualified Products List #36 (QPL# 6), all fabric shall be made of polypropylene. Type S will be classified as sensitive and the List is sensitive. Refer to Appendix A-2 and the List.

PRACTICE CLASSIFICATIONS

Type A Silt Fence Fabric shall be used developments where the life of the project is less than six months. Type A is classified as non-applicable.

Type C Silt Fence Fabric shall be used where the life of the project is more than six months. Type C is classified as applicable.

Installation

Sediment barriers should be installed along the temporary sediment barriers shall be installed according to the following specifications as shown on the plan directed by the design professional.

- For installation of the barriers, see Figures E-2-7.3 and E-2-7.4, respectively. It is important that the sediment barriers need to be fence around most taller sediment barriers.
- The sediment barrier shall be at the center of (if applicable) with the remaining posts spaced one foot apart for Type NS sediment barriers and four foot apart for Type C sediment barriers. For requirements, see Table E-2-7.2. Fasteners for listed in Table E-2-7.3.

Static Stitching Method

The static stitching machine pulls a narrow burlap fabric into a silt fence and simultaneously the silt fence fabric into soil behind the burlap designed to slightly disrupt soil upward near to minimize horizontal compaction, thereby create optimum condition for compacting the soil vertical layers of the fabric. Compaction is achieved by tractor wheel along both sides of the silt in the times to achieve nearly the same or equivalent the original undisturbed soil. This vertical compaction air spaces between the fabric and the soil infiltration. Without this compaction infiltration soil, and water may find its way through the silt fence is holding back several tons of occur and sediment. It needs to be supported by post driven 18 inches into the ground and secured by attaching the fabric to them completes the life of the barrier.

Trenching Method

Trenching machines have been used for over years to dig a trench for burying part of the underground. Usually the trench is about 2' deep excavation. Post setting and fabric installation operation. This method has been approved by the EPA, American EPA supported an independent technical (ASCE 2011), which compared three progressive methods of the trenching process. The results showed static silt fence method performed better than two performance levels of the trenching process or as better than the trenching method's higher level. The trenching method requires more time and effort to achieve results comparable to the static stitching method.

Along all state waters and other sensitive areas and sediment barriers shall be used. The fence should be placed a minimum of 36 inches from the edge of the disturbed area.

REFERENCES

SILT FENCE - TYPE SPECIFICATIONS

SIDE VIEW

30°
20° MIN.
FLOW
10° MIN.

MAINTENANCE
Sediment shall be removed once it has occurred to one-half the original height of the barrier. Sediment barriers shall be replaced whenever they have deteriorated to such an extent that the effectiveness of the product is reduced (approximately six months) or the height of the product is maintaining 80% of its properly installed height. Temporary sediment barriers shall remain in until disturbed areas have been permanently stabilized. Accumulations of the barrier shall be removed and properly disposed of before the barrier is removed.

POST SIZE
Table 6-27.2

Type	Minimum Length	Type of Post	Size
NS	4'	Soft wood	3"
		Oak	3"
		Steel	1.125"
S	4'	Soft wood	3"
		Oak	3"
		Steel	1.125"

FASTENERS FOR WOOD POSTS
Table 6-27.3

	Gauge	Crown	Legs
Wire Staples	17	3/4"	1/2"

FASTENERS FOR WOOD POSTS
Table 6-27.4

	Gauge	Length	Butt Heads
Nails	14	1"	3/4"

Note: Filter fabric may also be attached to the post by wire, crown, or staples.

TYPE FENCE **A**

Tensile Strength (Lbs./Min.) (1)	Warp — 120 W — 100 (ASTM D-4632)
Elongation (% Max.)	40
AOS (Apparent Opening Size) (Max. Size) (ASTM D-4751)	#30
Flow Rate (Gal./Min./Sq.Ft.) (GOT-87)	25
Ultrasound Stability (2) (ASTM D-4632 after 300 hours ultraviolet in accordance with ASTM D-4355)	80
Bursting Strength (PSI Min.) (ASTM D-3786 (Jumbo Bursting Strength Tester))	175
Minimum Fabric Weight (Lbs.)	36
Minimum Roll — 632	

(1) Minimum roll of average of five specimens.
(2) Percent of required initial minimum tensile

Table 6-27.4

SILT FENCE - TYPE NON-SENSITIVE

SIDE VIEW

30' MIN.
15' MIN.
15' MIN.
15' MIN.
FLOW

mulched
 or they
 estimate
 not
 it.
 place
 stabilized.
 be
 barrier

REVISIONS:

①	
②	
③	
④	
⑤	

Use of Post

5' or 2x4

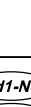
5'x1.5"

10/ft min

10/ft min

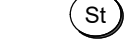
2'x2"

STS	
Staples/Posts	5 min.
Nail/Post	4 min.
Sts and pockets	
C	
Corp -	260
Fill -	180
40	
\$30	
70	
80	
175	
36	
strength.	



Sof-A-Sol
Sof-A

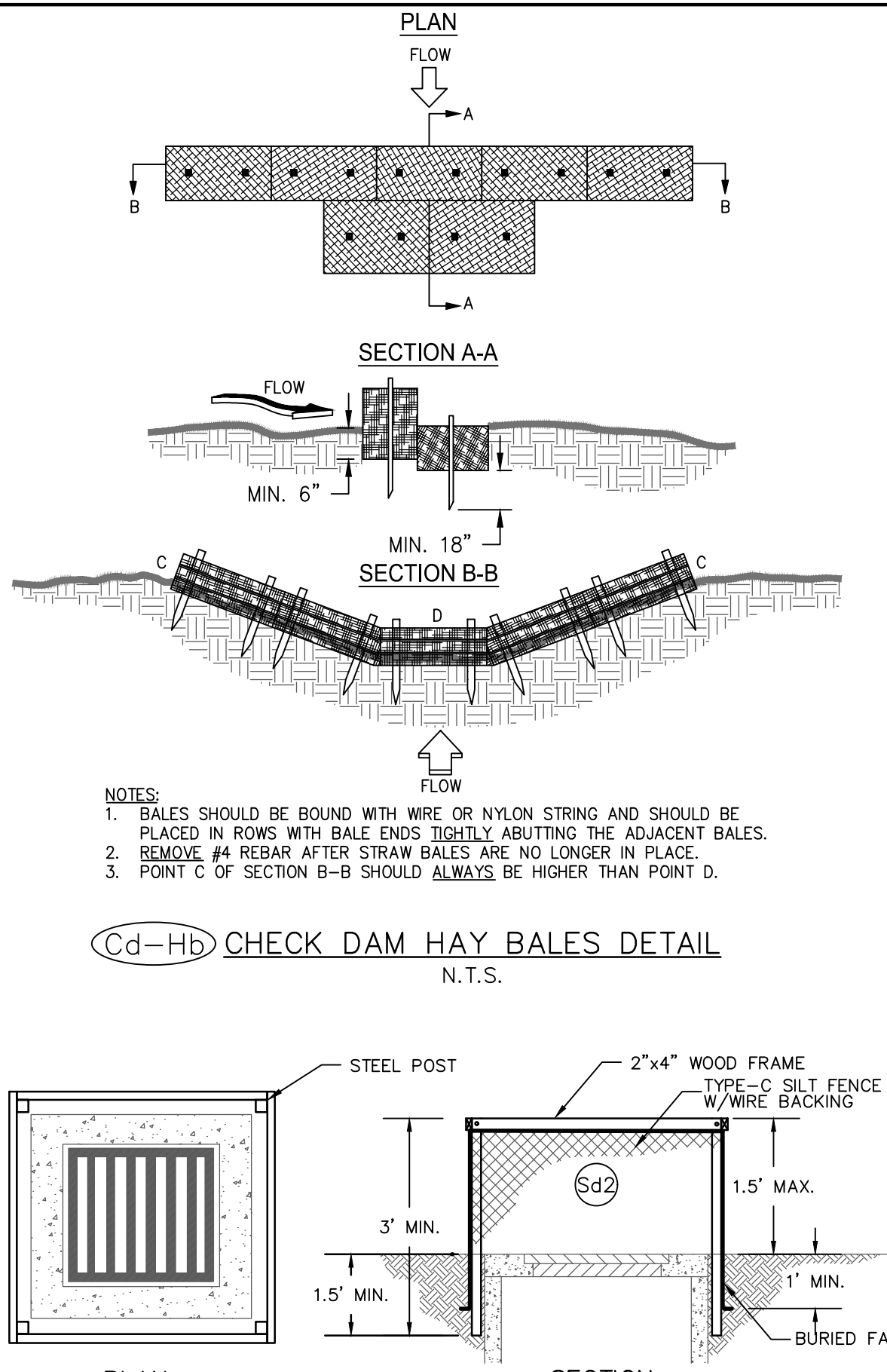
STRUCTURAL PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
	CHECKDAM			A small temporary barrier or dam constructed across a swale, drainage ditch or area of concentrated flow.
	SEDIMENT BARRIER		 (INDICATE TYPE)	A barrier to prevent sediment from leaving the construction site. It may be sandbags, bales of straw or hay, brush, logs and poles, gravel, or a silt fence.
	INLET SEDIMENT TRAP			An impounding area created by excavating around a storm drain drop inlet. The excavated area will be filled and stabilized on completion of construction activities.
	STORMDRAIN OUTLET PROTECTION			A paved or short section of riprap channel at the outlet of a storm drain system preventing erosion from the concentrated runoff.

VEGETATIVE PRACTICES

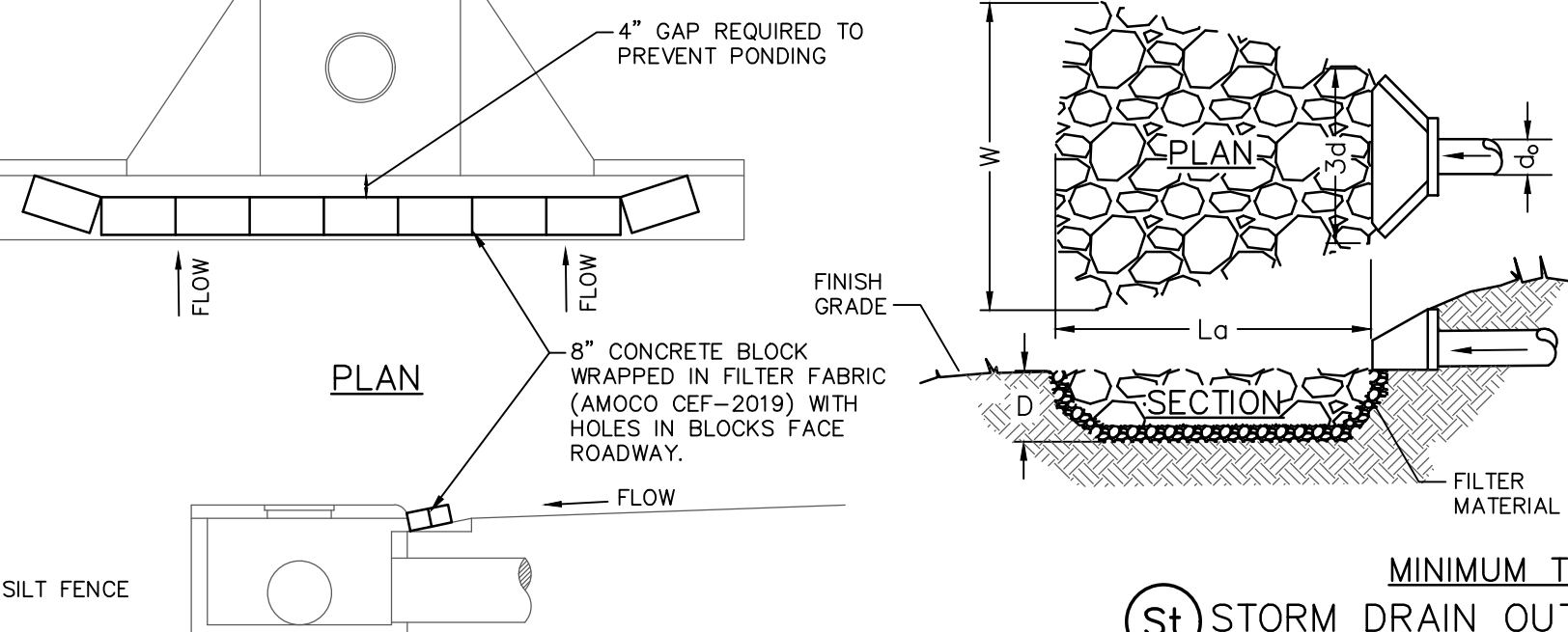
CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Ds1	DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)		Ds1	Establishing temporary protection for disturbed areas where seedlings may not have a suitable growing season to produce an erosion retarding cover.
Ds2	DISTURBED AREA STABILIZATION (WITH TEMP SEEDING)		Ds2	Establishing a temporary vegetative cover with fast growing seedlings on disturbed areas.
Ds3	DISTURBED AREA STABILIZATION (WITH PERM SEEDING)		Ds3	Establishing a permanent vegetative cover such as trees, shrubs, vines, grasses, or legumes on disturbed areas.
Du	DUST CONTROL ON DISTURBED AREAS		Du	Controlling surface and air movement of dust on construction site, roadways and similar sites.

PROJECT AREA: 0.46 ACRES
DISTURBED AREA: 0.46 ACRES



PLANTING DATES & SEED RATES			
PLANTING DATES ¹⁾		SEED RATES ²⁾ (PURE LIVE SEED)	
PLANTING OPTIONS	REGION 2	# PER ACRE	OZ. PER 1000 SQ. FT.
+Tall Fescue	9/1-10/15	30	12
Common Bermuda (hulled)		6	3
Rye Grain		28	11
Common Bermuda (hulled)	4/1-6/1	10	4
Browntop Millet		10	4
Common Bermuda (hulled)	10/1-3/1	10	4
Wheat		30	12
Common Bermuda (hulled)	4/1-6/1	10	4

+ Preferred seed mixes that include two permanent and one temporary species.
 * Use seed inoculant according to manufacturer's direction at double the recommended rate.
 1/ REGION 2 – Southern Piedmont
 2/ Seed rates are higher when one species is seeded alone.
 3/ Highly competitive grass that will spread into sodded lawns and bermuda pastures.
 4/ Use soil test recommendations for lime and fertilizer.



NOTE:
SLT SAVER FILTER TO
BE USED FOR INLET
PROTECTION

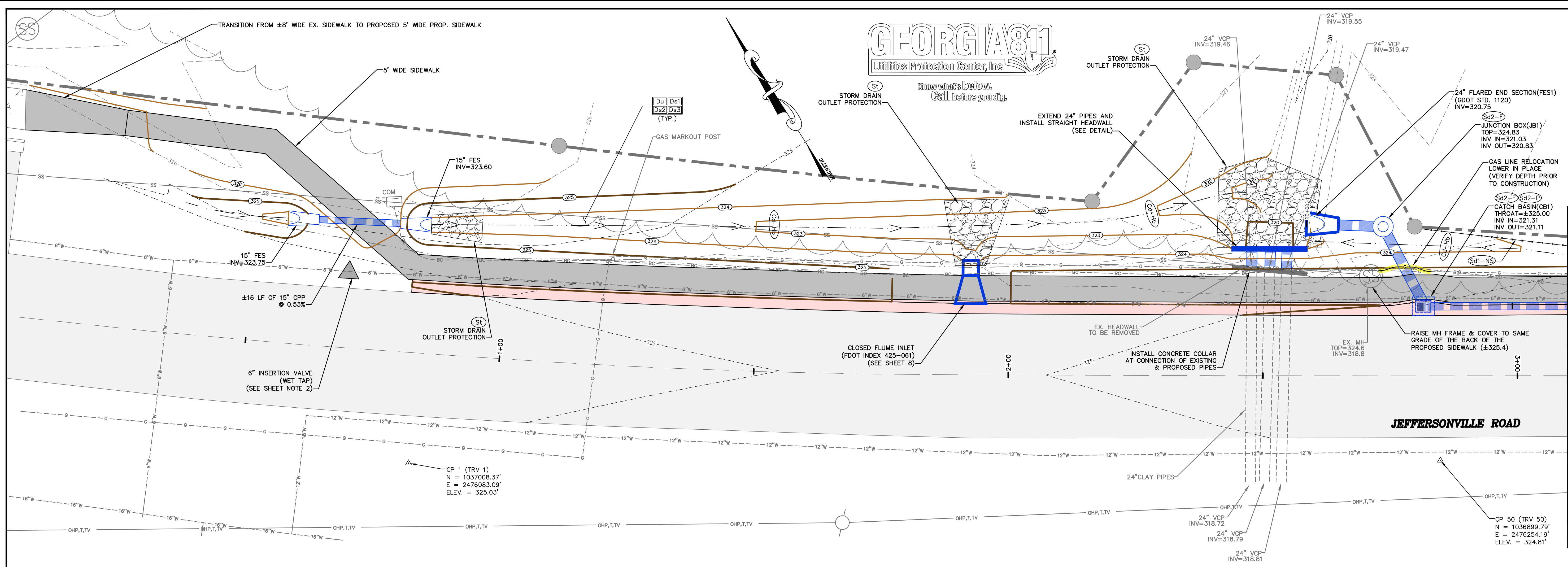
SECTION

INLET SEDIMENT TRAP
(CURB INLET PROTECTION)

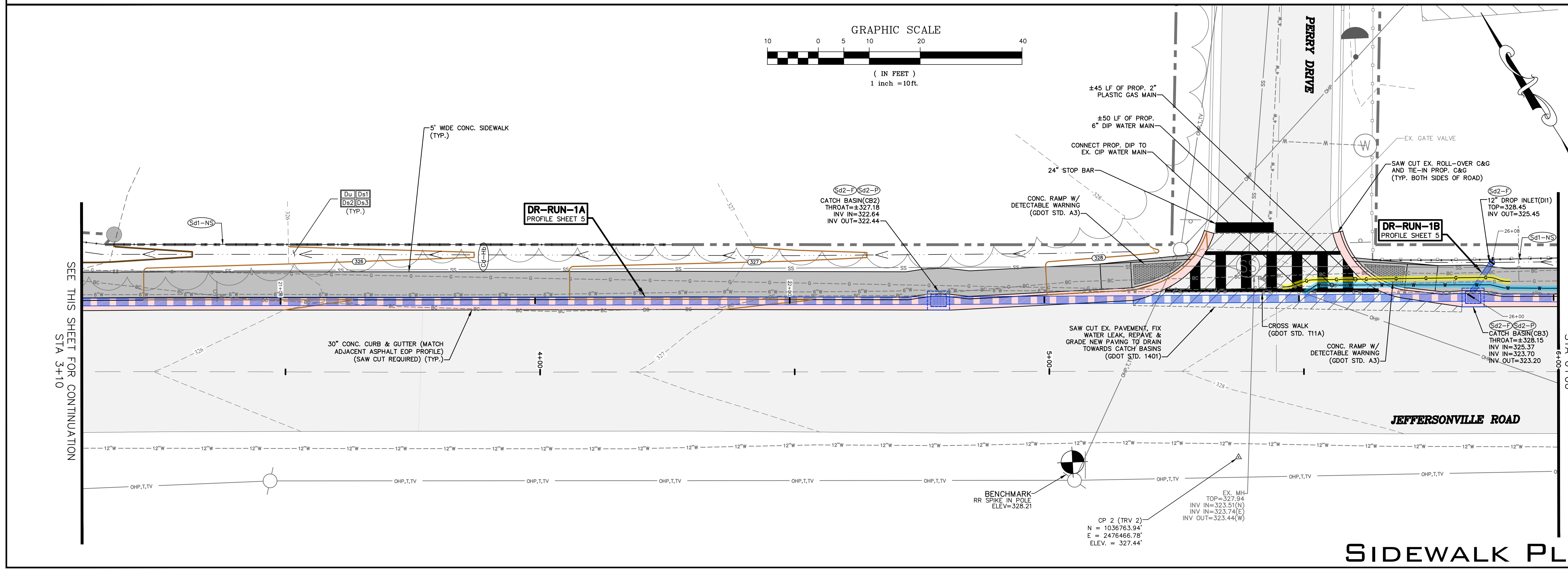
N.T.S.

MISCELLANEOUS DETAILS

Drawing File: Z:\CAD\CAD Projects\0230 Macon-Bibb County\Jeffersonville Rd Sidewalk Working Set\Jeffersonville Rd Sidewalk.dwg



SEE THIS SHEET FOR CONTINUATION
STA 3+10



SEE SHEET A2 FOR CONTINUATION
STA 6+00



REVISIONS:	
1	
2	
3	
4	

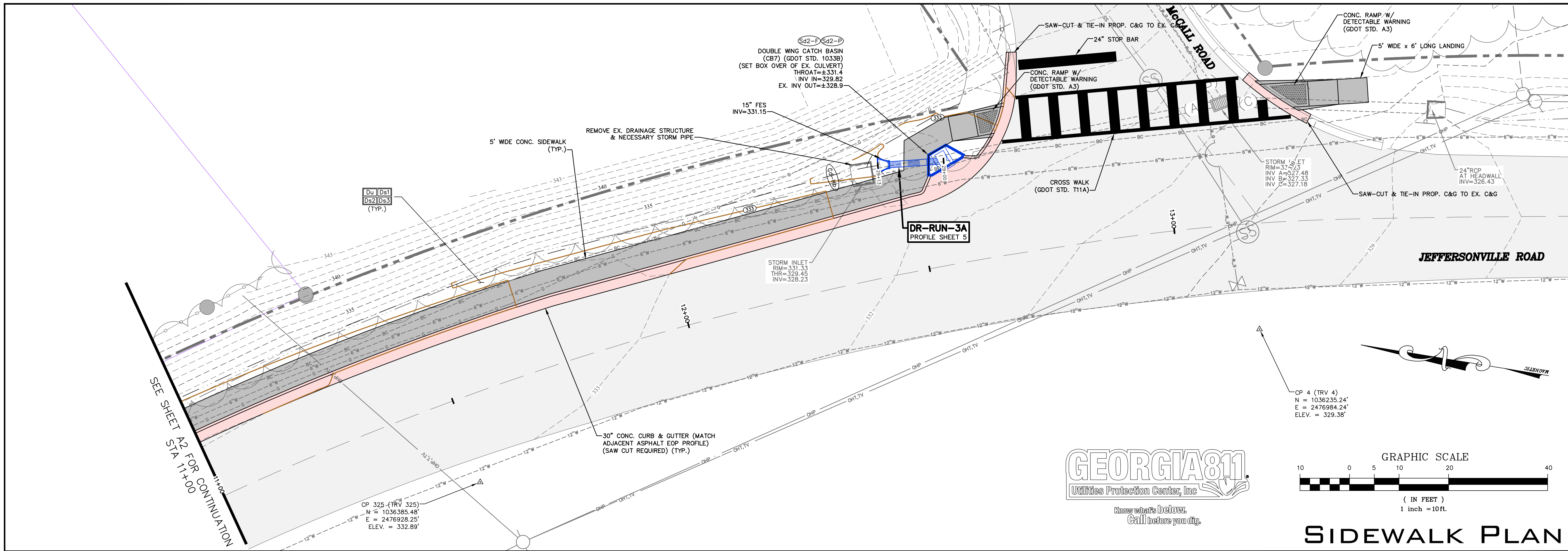
JEFFERSONVILLE ROAD SIDEWALK EXTENSION

FOR
MACON-BIBB COUNTY
BIBB COUNTY, GA

INGRAM & ASSOCIATES
Consulting Engineers, LLC
332 New Street
Macon, Georgia 31201
(T) 478-745-3996
(F) 478-742-4690
www.ingrameng.com

PRJ. #:	0230-004-01
DWG:	
DSGN BY:	TI
CAD BY:	KG & BR
CHECKED BY:	TI
DATE:	JANUARY 2026
SHEET #:	AP1
	SHT. A1 OF A3

Drawing File: Z:\CAD\CAD Projects\0230 Macon-Bibb County\0230-004-01 Jeffersonville Rd Sidewalk Working Set\Jeffersonville Rd Sidewalk.dwg



REVISIONS:	
1	
2	
3	
4	

**JEFFERSONVILLE ROAD
SIDEWALK EXTENSION**
FOR
**MACON-BIBB COUNTY
BIBB COUNTY, GA**

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PRGJ. #:	0230-004-01
DWG:	
DSGN BY:	TI
CAD BY:	KG & BR
CHECKED BY:	TI
DATE:	JANUARY 2026
SHEET #:	

AP3
SHT. A3 OF A3



Macon-Bibb County Government

Procurement Department

City Hall

700 Poplar Street, Suite 308

Macon, Georgia 31201

(478) 803-0550

Laura Hardwick
Director of Procurement

June 30, 2026

ADDENDUM # 1

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 26-055-LH, Jeffersonville Road Sidewalk Project

The Invitation for Bids, referenced above, is modified as follows:

1. Scope Clarification (Section IV.B): The narrative specs on page 10 mention the construction of sports field dugouts and bleacher areas. We assume this narrative text is an external clerical entry and that the scope of work is strictly limited to the linear sidewalk and utility installations detailed in the 52-line items. Please confirm.

Answer: The work associated with this project is identified in the plans for Jeffersonville Road. If the scope defines something different it is a clerical error.

2. Structure Depths (Items 22 & 24): The bid form utilizes Vertical Feet (VF) for Catch Basin components. To ensure accurate pricing for our precast suppliers, will the county provide the approximate planned depths or an elevation profile for structures CB1 through CB7?

Answer: The throat elevation and invert elevation are provided. Therefore an approximate depth is provided.

3. Railroad Permits (Section IV.C): Please confirm that the active 150-calendar-day construction clock will remain paused until all third-party railroad right-of-entry documentation is fully approved and in-hand.

Answer: Project ends over 200 feet from the railroad bridge. Therefore, no permit is required.

4. Subgrade Testing & Compaction (Grading Notes 12.f & 14.d): To ensure smooth field execution contiguous to older residential utility lines, please clarify if the intensive 15% sieve testing requirements apply to the pedestrian path subgrade, and whether a standard 90% compaction density is acceptable immediately overactive shallow utility lines to mitigate fracture risks.

Answer: 12 f is for unsuitable soil condition in the top two feet of roadway subgrade and the 15% applies. 14 d is for headwalls, drainage structure and structural fill in roadways which would include the curb pad is

at 95% compaction. 14 c is for fill in non-roadway areas at 90 % compaction.

5. Omission of Pipe Foundation Bedding Material Pay Items:

- Plan Specification Reference: Plan Sheet General Notes 12 and 15 state that all subsurface storm drainage lines (Class II RCP and smooth-lined CPP) must be laid on a minimum 6-inch foundation bedding layer of GDOT #57 coarse stone aggregate, backfilled to the pipe spring line.
- Bid Form Reference: Section 00300, Pay Items 13 through 16 list the storm drainpipe segments strictly by the linear foot. There is no separate ton or cubic yard pay item included on lines 1–52 to account for foundation bedding or stabilization aggregate.
- Clarification Question: Will Macon-Bibb County issue a revised bid schedule adding a dedicated pay item for GDOT #57 trench stone? If no individual item is added, should prime contractors artificially burden their linear foot pipe pricing to completely absorb the material sourcing, transport, and placement costs of this mandatory specification?

Answer: Include the cost of bedding material in the linear foot cost of the pipe.

6. Concrete Mix Strength Inconsistency (Class A vs. Class AA):

- Plan Specification Reference: Plan Sheet 1, General Note 4 states that all right-of-way concrete must be GDOT Class A, cured to a minimum of 3,000 PSI. Conversely, Sheet 7 (Structural Standard Details) mandates that sidewalk runs crossing active commercial or residential driveway aprons must be reinforced with steel mesh and poured using high-strength GDOT Class AA concrete, cured to a minimum of 3,500/4,000 PSI to support heavy vehicle wheel loads.
- Bid Form Reference: Pay Item 4 (Sidewalk Concrete - 663 SY) and Pay Item 5 (Driveway Concrete - 66 SY) do not designate distinct mix classes on the current price sheet.
- Clarification Question: Please clarify if the high-strength Class AA mix is required exclusively for the driveway segments, or if the entire concrete sidewalk allocation must be upgraded to Class AA.

Answer: Class AA concrete is for driveways only.

7. Spatial Silt Fence Quantity Shortfall (BMP Footprint Mismatch):

- Bid Form Reference: Pay Item 42 maps out 0.2 Acres of mass Clearing and Grubbing, while Pay Item 49 allocates exactly 405 Linear Feet of Type C Silt Fence.
- Engineering/Plan Reference: A linear sidewalk excavation footprint clearing 0.2 acres under a standard 10-foot right-of-way construction corridor yields a baseline work length of approximately 870 linear feet. Providing 405 LF of silt fence fails to cover even 50% of the active downstream perimeter boundaries.
- Clarification Question: Is the 405 LF silt fence limit an intentional budget ceiling, or should contractors expect an immediate field directive to scale this quantity up to ensure GSWCC Green Book compliance over the entire length of the sidewalk build?

Answer: Silt fence is required to prevent water and sediment from leaving the project. A large portion of the project has back slopes higher than the work area which would not require silt fence. Therefore, bid the quantity provided. If additional silt fence is required, it would be treated as an overrun of the original quantity.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO MES SERVICE COMPANY, LLC, IN THE AMOUNT OF \$113,898.57 FOR THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS FILLING & STORAGE EQUIPMENT, TO BE PAID FROM THE FIRE DEPARTMENT BUDGET – FIRE SUPPRESSION – MACHINERY & EQUIPMENT LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Fire Department (MBFD) is an Insurance Services Office (ISO) Class 1 organization, meaning that MBFD has received a Public Protection Classification score reflecting excellence in all operational benchmarks, including equipment availability & maintenance; and

WHEREAS, among the most crucial of equipment utilized by the MBFD is the self-contained breathing apparatus (SCBA), which allows fire fighters to work in smoke and fire conditions while ensuring access to breathable air; and

WHEREAS, SCBA systems require refilling with air in between uses and proper storage when filled so SCBA tanks are ready when needed; and

WHEREAS, the MBFD desires to purchase a new air compressor and 4 bank storage system for Fire Station #10 from MES Service Company, LLC; and

WHEREAS, MES Service Company, LLC owns the patents for the RevolveAir, SmartFill and RevolveAir Connect products and is the holder of Sourcewell Cooperative Purchasing Agreement # 011824-MES for SCBA equipment and maintenance and storage systems; and

WHEREAS, the use of cooperative purchasing agreements is authorized under Macon-Bibb County Code of Ordinances § 19-8, and allows for faster processing times and favorable pre-negotiated pricing from vendors who have already been vetted for responsibility; and

WHEREAS, patented items also, which are unavailable from any entity other than the patent holder. also qualify as a sole source purchase, authorized under Macon-Bibb County Code of Ordinances § 19-5.4; and

WHEREAS, the Procurement Department 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 a Purchase Order in favor of MES Service Company, LLC, in the amount of ONE HUNDRED THIRTEEN THOUSAND, EIGHT HUNDRED NINETY-EIGHT DOLLARS AND FIFTY-SEVEN CENTS (\$113,898.57) for the purchase of a RevolveAir 5 stage air compressor and RevolveAir 4 bank auto cascade storage system for SCBA systems, to be paid from the Fire Department Budget - line item.

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

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

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated

an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

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

APPROVED AND ADOPTED this ____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

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

J:\RES MACON-BIBB\2026 Miller Authorizing PO for MES Service Company LLC - SCBA storage & filling - \$113,898.57 - FD - 7-30-28.docx



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR SIGN SUCH DOCUMENTS AS ARE NECESSARY TO PURCHASE TWO PARCELS OF REAL ESTATE KNOWN AS 8355 HAWKINSVILLE ROAD, BEING 2.72 ACRES, MORE OR LESS, AND 2149 FAA BOULEVARD, BEING 5.00 ACRES, MORE OR LESS, FOR THE TOTAL PRICE OF \$325,570.00, PAYABLE FROM THE MACON-BIBB COUNTY INDUSTRIAL AUTHORITY – AIRPORT RENTS FUND; TO DESIGNATE SUCH PARCELS AS AIRPORT PROPERTY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission desires to purchase those parcels of real estate located at 8355 Hawkinsville Road, Parcel # Q150-0004, and 2149 FAA Boulevard, Parcel # P140-0187 (the “Property”), in fee simple, for use by the Middle Georgia Regional Airport (“MGRA”) for the construction of additional hangar space; and

WHEREAS, the Macon-Bibb County Industrial Authority (“Industrial Authority”) manages the leases for a variety of industrial tenants at MGRA on behalf of Macon-Bibb County, such as Contract # C-24-0073, relating to the lease of space for use by Embraer, S.A., and in such capacity, holds the rent funds received thereunder in trust for Macon-Bibb County for use at the Airport for maintenance purposes and as otherwise directed by the County, in accordance with FAA grant assurance requirements; and

WHEREAS, the Industrial Authority acquired the Property in an arms-length sale in 2015 for the purpose of holding the Property in public control and eventually conveying the Property to the County for incorporation into the MGRA; and

WHEREAS, the MGRA desires to acquire the Property now for the purpose of constructing new hangar space; and

WHEREAS, the Industrial Authority’s airport rents account has funds sufficient to cover the costs of purchasing this property at a market price of \$325,570.00; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Industrial Authority to use money held in trust for Macon-Bibb County in the airport rents account for the purpose of paying for the purchase of this Property for the MGRA; 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 such documents as are necessary for the fee purchase of real estate from the Industrial Authority, and shown in the maps attached hereto at Exhibit A, and incorporated herein by reference, as follows:

- 8355 Hawkinsville Road, Parcel # Q150-0004, being 2.72 acres, more or less, for a purchase price of \$135,570.00 (One hundred thirty-five thousand, five hundred and seventy dollars and zero cents); and
- 2149 FAA Boulevard, Parcel # P140-0187, being 5.00 acres, more or less, for a purchase price of \$190,000.00 (One hundred and ninety thousand dollars and zero cents)

For a total of \$325,570.00 (Three hundred twenty-five thousand, five hundred seventy dollars and zero cents), to be paid from the Industrial Authority's airport rents account.

BE IT FURTHER RESOLVED that the Macon-Bibb County Industrial Authority is authorized to spend \$325,570.00 (Three hundred twenty-five thousand, five hundred seventy dollars and zero cents) of airport rent funds currently being held in trust for Macon-Bibb County, under any one or more lease agreements, for the purpose of paying itself for the sale of the Property identified herein to Macon-Bibb County for airport purposes.

BE IT FURTHER RESOLVED that, upon acquisition, the Property purchased hereby shall be designated as and incorporated into the property of the Middle Georgia Regional Airport, and the Mayor and Airport Director shall be authorized to take all such actions as are necessary to formally designate or incorporate these parcels as part of the airport.

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

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

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in 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 that the Macon-Bibb County Commission grants the Mayor and the Airport Director the authority to take any and all further actions necessary, and to sign such documents, in a form to be approved by the County Attorney, as may be necessary to consummate the purchases described herein, or as otherwise needed to carry out the intents and purposes of this Resolution.

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

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

BE IT FURTHER RESOLVED that 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: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)

*Q:\RES MACON-BIBB\2026 Miller Authorizing The Purchase Of 7.72 Acres At Middle Georgia Regional Airport
\$325,570.00 7-31-26.Docx*

EXHIBIT A

Layer List Legend

Quick Links:

- Search Records
- View Map

Layers:

- ☐ Parcel Ties
- ☒ Parcels
- ☐ Parcel Numbers
- ☐ Zoning
- ☐ Address Numbers
- ☐ Yearly Sales
- ☒ Roads
- ☒ USA Major Highways
- ☐ Railroads
- ☒ City Labels
- ☒ Streams and Rivers
- ☐ Lakes
- ☐ 2017 Flood Map
- ☐ State Outlines
- ☒ County Outlines
- ☒ Aerial Imagery
- ☐ Google Imagery

[Restore Layer Defaults](#)



Parcel ID Q1500004
Class Code Exempt
Taxing District MACON-BIBB
BIBB
Acres 2.72

Owner MACON-BIBB CO IND AUTH
439 MULBERRY ST
MACON, GA 31202
Physical Address 8355 HAWKINSVILLE RD
Assessed Value Value \$136000

Last 2 Sales				
Date	Price	Reason	Qual	
12/31/2015	\$125000	GA	U	
5/31/2001	\$125000	LM	Q	

(Note: Not to be used on legal documents)

Layer List Legend

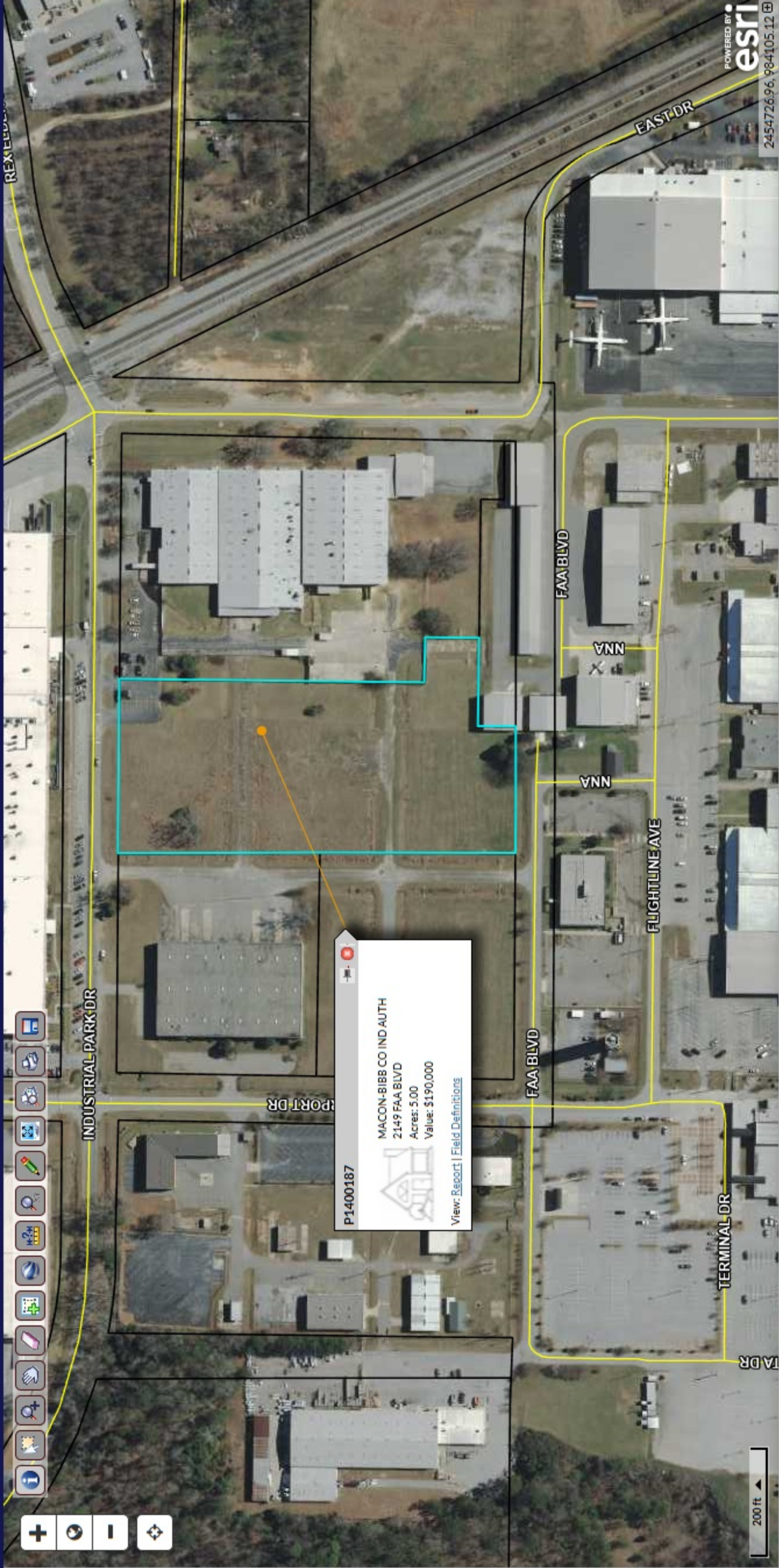
Quick Links:

- Search Records
- View Map

Layers:

- ☐ Parcel Ties
- ☒ Parcels
- ☐ Parcel Numbers
- ☐ Zoning
- ☐ Address Numbers
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- ☒ Roads
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- ☐ Lakes
- ☐ 2017 Flood Map
- ☐ State Outlines
- ☒ County Outlines
- ☒ Aerial Imagery
- ☐ Google Imagery

[Restore Layer Defaults](#)



Parcel ID P1400187
Class Code Exempt
Taxing District MACON-BIBB
BIBB
Acres 5.0

Owner MACON-BIBB CO IND AUTH
439 MULBERRY ST
MACON, GA 31202
Physical Address 2149 FAA BLVD
Assessed Value Value \$190000

Last 2 Sales	Price	Reason	Qual
Date			
12/31/2015	\$121000	QD	U
12/31/2015	\$121000	GA	U

(Note: Not to be used on legal documents)



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH STAFFORD BUILDERS & CONSULTANTS, INC., FOR ASPHALT PAVING & RESURFACING SERVICES, IN THE AMOUNT OF \$2,458,187.00 , 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. 26-054-LH was published on June 11, 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. 26-054-LH was published on Macon-Bibb County’s Procurement Department website and posted to the Georgia Procurement Registry, where two hundred seventy-four (274) vendors were notified of the opportunity for bidding; and

WHEREAS, of the vendors notified, seven (7) self-identified as African American-owned, one (1) self-identified as Native American owned, three (3) self-identified as Hispanic/Latino-owned and one (1) self-identified as Pacific Islander American-owned; and

WHEREAS, on the published due date of July 16, 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, Stafford Builders & Consultants, Inc., 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 Stafford Builders & Consultants, Inc., in the amount of TWO MILLION, FOUR HUNDRED FIFTY-EIGHT THOUSAND, ONE HUNDRED EIGHTY-SEVEN DOLLARS AND ZERO CENTS (\$2,458,187.00) 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

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

J:\RES MACON-BIBB\2026 Miller Authorizing PTW10 with Stafford - \$2,458,187.00 - SPLOST 7-28-26.docx

EXHIBIT A

Paving the Way Project 10 for Macon-Bibb County (Roadway Repair and Resurfacing)

Bid Schedule – Paving the Way Project 10

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 Paving the Way Project 10 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
Sheraton Dr	Arkwright Rd	Hall Pl	1.21
	Hall Pl	Sheraton Blvd	0.24
	Sheraton Blvd	Sheraton Blvd	0.16
	Sheraton Blvd	Sheraton Ct	0.30
Sheraton Blvd	Sheraton Dr	Sheraton Dr	0.31
	Sheraton Dr	Riverside Dr	0.14
Sheraton Dr	Riverside Dr	Sheraton Dr	0.12
Sheraton Ct	Sheraton Dr	Gateway Dr	0.07
Gateway Dr	Sheraton Ct	Corporate Pkwy	0.23
	Corporate Pkwy	Riverside Dr	0.16
Corporate Pkwy	Gateway Dr	cul-de-sac	0.25
Bay Point Dr	Dana Dr	Leslie Ln	0.16
	Leslie Ln	cul-de-sac	0.17
Leslie Ln	Bay Point Dr	cul-de-sac	0.15
Christophers Trace	Dana Dr	Kays Ct	0.09
	Kays Ct	Moseley Dixon Rd	0.23
Kays Ct	Christophers Trace	cul-de-sac	0.16
Rainey Rd	Moseley Dixon Rd	Dana Dr	0.31
	Dana Dr	Dobson Rd	0.17

	Dobson Rd	Thomaston Rd	1.14
Wesleyan Dr	Wesleyan Cir	White House Plantation	0.25
	White House Plant	Tharpe Dr	0.06
	Tharpe Dr	Northside Dr	0.28
	Northside Dr	Hillbrooke Ct	0.33
	Hillbrooke Ct	Forest Hill Rd	0.20
	Forest Hill Rd	Brookford Rd	0.13
	Brookford Rd	NNA	0.08
	NNA	Wesleyan Hills Dr	0.30
	Wesleyan Hills Dr	Bowman Rd	0.06
Woodcrest Dr	Rivoli Dr	Woodcrest Ct	0.21
	Woodcrest Ct	cul-de-sac	0.20
Woodcrest Ct	Woodcrest Dr	cul-de-sac	0.08
Craddock Way	Rivoli Dr	end of median	0.04
	Rivoli Dr	End of median	0.04
	end of median	NNA	0.10
	NNA	Chads Ford Ct	0.41
	Chads Ford Ct	Lake View Dr N	0.03
	Lake View Dr N	Rivoli Ln	0.22
			8.75

Paving the Way Project 10

Quantities

Bid Form

Item	Unit	Quantity	Unit Price	Total Price
Milling	TONS	12164.0		
Bituminous Tack	GAL	8846.55		
Roadway Patching	SY	14744.26		
12.5 mm Superpave Asphalt	TONS	12164.0		
9.5 mm Superpave Asphalt	TONS	0		
Install Furnished Sewer Manhole, Storm Manhole Risers	EA	77		
Install Furnished Water Valve Risers	EA	47		
Manholes (Adjustment)	EA	77		
Water Valves (Adjustment)	EA	47		
Traffic Signal Loop Install	EA	6		
Striping (Center Lines, Edge Lines, Lane Lines)	LF	126,430		
Painted Arrows	EA	14		
Bike Symbols	EA	0		
Painted Messages	EA	0		
Speed Bumps	EA	0		
Painted Crosswalks	LF	1775		
Painted Stop Bars	LF	510		
Painted RR Symbols	EA	0		
Painted X-Hatching	LF	700		
Rumble Strips	SETS	0		
RPMs	MILES	6.49		
Clipping Grassed Shoulders	MILES	0		

Total Bid \$ _____



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH PROFESSIONAL PAVING SERVICES, LLC FOR ASPHALT PAVING & RESURFACING SERVICES, IN THE AMOUNT OF \$2,517,305.93 , 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. 26-053-LH was published on June 11, 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. 26-053-LH was published on Macon-Bibb County’s Procurement Department website and posted to the Georgia Procurement Registry, where two hundred seventy-four (274) vendors were notified of the opportunity for bidding; and

WHEREAS, of the vendors notified, seven (7) self-identified as African American-owned, one (1) self-identified as Native American owned, three (3) self-identified as Hispanic/Latino-owned and one (1) self-identified as Pacific Islander American-owned; and

WHEREAS, on the published due date of July 16, 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 TWO MILLION, FIVE HUNDRED SEVENTEEN, THREE HUNDRED FIVE AND NINETY-THREE (\$2,517,305.93) 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

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

J:\RES MACON-BIBB\2026 Miller Authorizing PTW8 with Stafford - \$2,354,757.90 - SPLOST 7-28-26.docx

EXHIBIT A

Paving the Way Project 9 for Macon-Bibb County

(Roadway Repair and Resurfacing)

Bid Schedule – Paving the Way Project 9

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 9 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
Griffin Rd	Mosely Pl	NNA	0.09
	NNA	Barnes Ferry Rd	0.87
Killarney Cir	Griffin Rd	Maureen Ct	0.24
	Maureen Ct	NNA	0.21
	NNA	Flanagan Dr	0.08
-	Flanagan Dr	Griffin Rd	0.13
Mumford Rd	W Napier Ave	Atlas St	0.05
	Atlas St	Thorpe St	0.02
	Thorpe St	Bayne St	0.03
	Bayne St	Morris Ave	0.01
	Morris Ave	Case St	0.04
	Case St	Dawn St	0.06
	Dawn St	Lawton Rd	0.04
	Lawton Rd	Earl St	0.02
	Earl St	Fair St	0.06
	Fair St	Glade St	0.05
	Glade St	Hollingsworth Rd	0.02
	Hollingsworth Rd	N Mumford Rd	0.05
	N Mumford Rd	Ivory St	0.05
	Ivory St	N Mumford Rd	0.04
N Mumford Rd	N Mumford Rd	Agape Village Rd	0.48
	Agape Village Rd	Woodmere Trl	0.38

	Woodmere Trl	Bentwood Cir	0.41
	Bentwood Cir	Bentwood Cir	0.10
	Bentwood Cir	Grove Pointe Dr	0.06
	Grove Pointe Dr	Treyburne Way	0.16
	Treyburne Way	Fieldstone Dr	0.18
-	Fieldstone Dr	Idleway Dr	0.20
N Wesleyan Pl	Northside Dr	end of divide	0.03
	Northside Dr	end of divide	0.03
	end of divide	N Wesleyan Cir	0.02
N Wesleyan Cir	N Wesleyan Pl	N Wesleyan Ct	0.12
	N Wesleyan Ct	N Wesleyan Cir	0.12
	N Wesleyan Cir	N Wesleyan Pl	0.13
	N Wesleyan Cir	cul-de-sac	0.05
N Wesleyan Ct	N Wesleyan Cir	cul-de-sac	0.03
Sugarloaf Dr	Stinsonville Rd	cul-de-sac	0.06
	Stinsonville Rd	Sugarloaf Cir	0.23
	Sugarloaf Cir	Stinsonville Rd	0.09
Sugarloaf Cir	Sugarloaf Dr	Sugarloaf Cir	0.14
	Sugarloaf Cir	Sugarloaf Cir	0.15
	Sugarloaf Cir	Sugarloaf Cir	0.18
Double Oak Dr	Stinsonville Rd	Ferncliff Ter	0.05
	Ferncliff Ter	cul-de-sac	0.05
Ferncliff Ter	Double Oak Dr	cul-de-sac	0.09
Bel Meade Pl	Stinsonville Rd	cul-de-sac	0.06
Shadow Moss Ln	Stinsonville Rd	Shadow Moss Dr	0.04
Shadow Moss Dr	Shadow Moss Ln	N to cul-de-sac	0.16
	Shadow Moss Ln	Moss Hill	0.11
Moss Hill	Stinsonville Rd	Shadow Moss Dr	0.03
-	Shadow Moss Dr	cul-de-sac	0.09
Forest Lake Dr S	Forest Hill Rd	Lake Valley Rd	0.14
	Lake Valley Rd	Lake Valley Rd	0.10
	Lake Valley Rd	Timberlane Dr	0.10
	Timberlane Dr	Lakeview Ter	0.13
	Lakeview Ter	Timberlane Dr	0.09
Forest Lake Dr N	Timberlane Dr	Lake Valley Rd	0.25
	Lake. Valley Rd	Woodsdale Ter	0.22
Lake Valley Rd	Forest Lake Dr S	Greendale Ct	0.08
	Green Dale Ct	Forest Lake Dr S	0.01
	Forest Lake Dr S	Green Oak Ter	0.06
	Green Oak Ter	Woodsdale Ter	0.10
	Woodsdale Ter	Forest lake Dr N	0.15
	Forest Lake Dr N	S Beechwood Dr	0.07
	S Beechwood Dr	Glenwood Dr	0.10
Green Dale Ct	Lake Valley Rd	cul-de-sac	0.05
Brookstone Ct	Forest Lake Dr S	Brookstone Way	0.07
	Brookstone Way	Brookstone Ln	0.04
	Brookstone Ln	cul-de-sac	0.05

Brookstone Way	Brookstone Ct	cul-de-sac	0.05
Brookstone Lane	Brookstone Ct	cul-de-sac	0.05
Timberlane Dr	Forest Lake Dr S	Forest lake Dr N	0.21
	Forest Lake Dr N	Marlowe Dr	0.08
Bowman Rd	Bass Rd	Old Bowman Rd	0.36
	Old Bowman Rd	Brookfield Dr	0.15
	Wesleyan Bowman Rd	Wesleyan Dr	0.14
Old Bowman Rd	Bowman Rd	cul-de-sac	0.12
Wesleyan Bowman	Bowman Rd	Bowman Pl	0.18
	Bowman Pl	cul-de-sac	0.03
Wesleyan Hills Dr	Wesleyan Dr	Bowman Pl	0.20
	Bowman Pl	cul-de-sac	0.03
Bowman Pl	Wesleyan Hills Dr	Wesleyan Bowman Rd	0.07
	Wesleyan Bowman Rd	cul-de-sac	0.05
			9.70

Paving the Way Project 9 Bid Form

Item	Unit	Quantity	Unit Price	Total Price
Milling	TONS	13693.8		
Bituminous Tack	GAL	9,959.12		
Roadway Patching	SY	16,598.53		
12.5 mm Superpave Asphalt	TONS	13693.8		
9.5 mm Superpave Asphalt	TONS	0		
Install Furnished Sewer Manhole, Storm Manhole Risers	EA	145		
Install Furnished Water Valve Risers	EA	79		
Manholes (Adjustment)	EA	145		
Water Valves (Adjustment)	EA	79		
Traffic Signal Loop Install	EA	1		
Striping (Center Lines, Edge Lines, Lane Lines)	LF	79,794		
Painted Arrows	EA	5		
Bike Symbols	EA	0		
Painted Messages	EA	2		
Speed Bumps	EA	0		
Painted Crosswalks	LF	1394		
Painted Stop Bars	LF	694		
Painted RR Symbols	EA	0		
Painted X-Hatching	LF	1,050		
Rumble Strips	SETS	0		
RPMs	MILES	5.13		
Clipping Grassed Shoulders	MILES	0.06		

Total Bid \$ _____



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH PROFESSIONAL PAVING SERVICES, LLC FOR ASPHALT PAVING & RESURFACING SERVICES, IN THE AMOUNT OF \$2,354,757.90 , 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. 26-052-LH was published on June 11, 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. 26-052-LH was published on Macon-Bibb County’s Procurement Department website and posted to the Georgia Procurement Registry, where two hundred seventy-four (274) vendors were notified of the opportunity for bidding; and

WHEREAS, of the vendors notified, seven (7) self-identified as African American-owned, one (1) self-identified as Native American owned, three (3) self-identified as Hispanic/Latino-owned and one (1) self-identified as Pacific Islander American-owned; and

WHEREAS, on the published due date of July 16, 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 TWO MILLION, THREE HUNDRED FIFTY-FOUR THOUSAND, SEVEN HUNDRED FIFTY-SEVEN DOLLARS AND NINETY CENTS (\$2,354,757.90) 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

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

J:\RES MACON-BIBB\2026 Miller Authorizing PTW8 with Prof Paving - \$2,354,757.90 - SPLOST 7-28-26.docx

EXHIBIT A

Paving the Way Project 8 for Macon-Bibb County

(Roadway Repair and Resurfacing)

Bid Schedule – Paving the Way Project 8

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 Paving the Way Project 8 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
Madison Park Dr	Zebulon Rd	roundabout	0.22
Madison South Dr	Roundabout	Ivy Stone Dr	0.09
	Ivy Stone Dr	Lexington Ln	0.08
	Leamington Ln	Webster Ct	0.08
	Webster Ct	roundabout	0.04
	Madison South Dr	Latrobe Way	0.05
	Latrobe Way	Madison South Dr	0.04
Madison North Dr	Roundabout	Madison Ct	0.04
	Madison Ct	Madison Ct	0.03
	Madison Ct	Litchfield Dr	0.09
	Litchfield Dr	Bellgrove Pointe	0.06
	Bellgrove Point	roundabout	0.07
Madison Ct	Madison North Dr	Madison North Dr	0.06
Litchfield Dr	Madison North Dr	cul-de-sac	0.22
Bellgrove Pointe	Madison North Dr	cul-de-sac	0.09
Latrobe Way	Roundabout	cul-de-sac	0.17
Webster Ct	Madison South Dr	cul-de-sac	0.07
Leamington Ln	Madison South Dr	Cliffstone Ct	0.04
	Cliffstone Ct	Cliffstone Ct	0.07
	Cliffstone Ct	cul-de-sac	0.03
Cliffstone Ct	Leamington Ln	Leamington Ln	0.07

Ivy Stone Dr	Madison South Dr	cul-de-sac	0.15
Michael Dr	Fulton Mill Rd	Fulton Dr	0.15
	Fulton Dr	Wayne Dr	0.19
	Wayne Dr	Ruth Dr	0.11
	Ruth Dr	Esther Pl	0.05
	Esther Pl	Rogers Rd	0.13
Fulton Dr	Michael Dr	Fulton Ct	0.10
	Fulton Ct	Wayne Dr	0.12
	Wayne Dr	Esther Pl	0.16
	Esther Pl	cul-de-sac	0.05
Fulton Ct	Fulton Dr	cul-de-sac	0.06
Shawn Dr	End	Wayne Dr	0.12
	Wayne Dr	Ruth Dr	0.11
	Ruth Dr	cul-de-sac	0.15
Wayne Dr	Fulton Dr	Michael Dr	0.13
	Michael Dr	Shawn Dr	0.12
Esther Pl	Fulton Dr	Michael Dr	0.12
Ruth St	Michael Dr	Shawn Dr	0.12
Waterford Pl	Wesleyan Dr	Georgetown Ct	0.09
	Georgetown Ct	Yorkshire Dr	0.10
	Yorkshire Dr	Brittany Downs	0.21
	Brittany Downs	cul-de-sac	0.19
Georgetown Ct	Waterford Pl	cul-de-sac	0.11
Glen Echo Dr	Columbus Rd	Gwendale Dr W	0.64
Gwendale Dr E	Glen Echo Dr	Lake Helen Ct	0.05
	Lake Helen Ct	Gwendale Dr W	0.30
Gwendale Dr W	Glen Echo Dr	Indigo Ct	0.04
	Indigo Ct	Sunset Ct	0.07
	Sunset Ct	Sanjo Dr	0.06
	Sanjo Dr	Gwendale Dr E	0.11
	Gwendale Dr E	Hillwood Ct	0.04
	Hillwood Ct	Lake Haven Ct	0.06
	Lake Haven Ct	cul-de-sac	0.10
Lake Helen Ct	Gwendale Dr E	Grand Harbour Dr	0.18
	Grand Harbour Dr	cul-de-sac	0.05
Grand Harbour Dr	Lake Helen Ct	N to cul-de-sac	0.10
Grand Harbour Ct	Grand Harbour Dr	cul-de-sac	0.06
Indigo Ct	Gwendale Dr W	cul-de-sac	0.04
Sunset Ct	Gwendale Dr W	cul-de-sac	0.11
Sanjo Dr	Gwendale Dr W	Crestview Ct	0.16
	Crestview Ct	cul-de-sac	0.14
Hillwood Ct	Gwendale Dr W	cul-de-sac	0.03
Lake Haven Ct	Gwendale Dr W	cul-de-sac	0.05
North Haven Dr	Bass Road	Primrose Walk	0.19
S Haven Ct	Primrose Walk	W to cul-de-sac	0.14
	Primrose Walk	E to cul-de-sac	0.08

Bradford Dr	Bass Road	Bradford Pl	0.26
	Bradford Pl	cul-de-sac	0.12
Bradford Pl	Bradford Dr	cul-de-sac	0.09
Hillcrest Ave	Crescent Ave	Inverness Ave	0.06
	Inverness Ave	Hillcrest Ln	0.03
	Hillcrest Ln	Bartlett St	0.06
	Bartlett St	Ernest St	0.11
	Hillcrest Industrial Blvd	Hillcrest Blvd	0.07
Hillcrest Ave	Mary Dr	Wilmar Dr	0.03
	Wilmar Dr	Matheson Dr	0.05
	Matheson Dr	Hillcrest Rd	0.21
Hillcrest Ave	Carroll Ave	Morgan Dr	0.11
	Morgan Dr	McKenzie Dr	0.18
Atwood Dr	Evers Pl	cul-de-sac	0.06
Summerhill Dr	Mercer University Dr	Evers Pl	0.26
	Evers Pl	Metro Way	0.23
Metro Way	Hartness St	Atwood Dr	0.23
	Summerhill Dr	Atwood Dr	0.09
	Log Cabin Dr	Summerhill Dr	0.10
Bradstone Cir	Millerfield Rd	Bradstone Cir	0.07
	Bradstone Cir	Bray Ct	0.15
	Bray Ct	Bradstone Ct	0.08
			9.96

Hillcrest Ave from Crescent Ave to Inverness is a concrete section that will be overlaid. The pavement section will match the base of the curb and transition to 1.5 inch at 5 feet from the curb. This will occur at both curb lines. At the radius point at Inverness Ave, the road transition to asphalt. Remove and replace the asphalt to the required thickness.

Paving The Way Project 8

Bid Quantities

Item	Unit	Quantity	Unit Price	Total Price
Milling	TONS	12704.3		
Bituminous Tack	GAL	9,239.46		
Roadway Patching	SY	15,399.10		
12.5 mm Superpave Asphalt	TONS	12704.3		
9.5 mm Superpave Asphalt	TONS	0		
Install Furnished Sewer Manhole, Storm Manhole Risers	EA	161		
Install Furnished Water Valve Risers	EA	69		
Manholes (Adjustment)	EA	161		
Water Valves (Adjustment)	EA	69		
Traffic Signal Loop Install	EA	2		
Stripping (Center Lines, Edge Lines, Lane Lines)	LF	16,101		
Painted Arrows	EA	9		
Bike Symbols	EA	0		
Painted Messages	EA	0		
Speed Bumps	EA	0		
Painted Crosswalks	LF	680		
Painted Stop Bars	LF	768		
Painted RR Symbols	EA	0		
Painted X-Hatching	LF	230		
Rumble Strips	SETS	0		
RPMs	MILES	1.87		
Clipping Grassed Shoulders	MILES	0		

Total Bid Amount \$ _____



LEGISLATIVE SPONSORS

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

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO DEDICATE THE BASKETBALL COURT AT THE KINGS PARK COMMUNITY CENTER IN HONOR OF COREY WILLIAMS IN RECOGNITION OF HIS ACHIEVEMENTS IN BASKETBALL; TO APPROPRIATE AN AMOUNT NOT TO EXCEED \$5,000.00 FROM THE GENERAL FUND – FUND BALANCE TO THE RECREATION DEPARTMENT BUDGET FOR THE PURCHASE OF MATERIALS AND MEMORIAL SIGNAGE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Commissioner Stanley Stewart, District 3, desires to sponsor this Ordinance to dedicate the basketball court at the Kings Park Community Center in honor of Corey Williams; and

WHEREAS, Corey Williams was born on April 24, 1970, in Twiggs County, Georgia; and

WHEREAS, Williams grew up learning to play basketball at the Kings Park Community Center and attended high school at Northeast High School in Macon, Georgia; and

WHEREAS, Williams continued his basketball career at Oklahoma State University, where he led the Oklahoma State Cowboys to back-to-back NCAA Sweet 16 appearances in 1991 and 1992, and ranked eighth on the school's all-time scoring list with 1,320 points; and

WHEREAS, Williams's collegiate success led to his selection as the 33rd overall pick in the 1992 NBA Draft by the Chicago Bulls; and

WHEREAS, as a rookie in 1993, Williams was a member of the Michael Jordan-led Chicago Bulls, winning the franchise's third-straight NBA Championships; and

WHEREAS, Williams also played for the Minnesota Timberwolves, the Oklahoma City Cavalry, and professionally in Taiwan from 1995 - 1998; and

WHEREAS, after his playing career, Williams began coaching basketball, and has coached basketball for the past 25 years at several institutions including Oklahoma State University, Oral Roberts University, Florida State University, Stetson University, the University of Arkansas, Texas Tech University, and Auburn University; and

WHEREAS, in light of Williams's achievements, the Macon-Bibb County Commission now desires to formally dedicate the basketball court at the Kings Park Community Center as the "Corey Williams Basketball Court;" and

WHEREAS, County policy would normally require the completion of a criminal background check prior to the dedication of a facility, structure, or space, but the Macon-Bibb County Commission has determined that an exception should be made in this instance due to Mr. Williams's achievements; and

WHEREAS, County policy would normally prohibit the naming of property after a living person, but the Macon-Bibb County Commission has determined that an exception should be made in this instance due to Mr. Williams's connection to the Macon-Bibb County Community; and

WHEREAS, in order for the Recreation Department to purchase the necessary materials and signage in honor of Mr. Williams to install the same inside the basketball court, an appropriation and amendment to the FY 27 budget is required; 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

It is hereby ordered that the basketball court inside the Kings Park Community Center shall henceforth be and hereby is dedicated in honor of Corey Williams, in recognition of his achievements in basketball.

Section 2.

The Commission hereby approves a supplemental appropriation not to exceed \$5,000.00 from the General Fund–Fund Balance to the Recreation Department budget for FY 27, for the purpose of providing for material and other costs associated with the installation of signage at the basketball court at the Kings Park Community Center.

Section 3.

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

Section 4.

The Mayor, the County Manager, 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

(SEAL)

Attest: _____
JANICE S. ROSS, Clerk of the 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 ANDREA COOKE |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO DEDICATE THE BASKETBALL COURT AT THE FRANK JOHNSON RECREATION CENTER IN HONOR OF SHARONE WRIGHT IN RECOGNITION OF HIS ACHIEVEMENTS IN BASKETBALL AND HIS SERVICE AND LEADERSHIP IN THE MACON-BIBB COMMUNITY; TO APPROPRIATE AN AMOUNT NOT TO EXCEED \$5,000.00 FROM THE GENERAL FUND – FUND BALANCE TO THE RECREATION DEPARTMENT BUDGET FOR THE PURCHASE OF MATERIALS AND MEMORIAL SIGNAGE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Commissioner Stanley Stewart, District 3, desires to sponsor this Ordinance to dedicate the basketball court at the Frank Johnson Recreation Center in honor of Sharone Wright; and

WHEREAS, Sharone Wright was born on January 30, 1973, in Macon, Georgia to Carolyn Ann Wright and former Northeast High School Raider standout Ronnie Martin; and

WHEREAS, at an early age, Wright excelled in youth basketball, and honed his skills on the courts of Unionville, the Frank Johnson Recreation Center, and through Macon-Bibb Recreation programs including the Jeff Malone basketball camps; and

WHEREAS, Wright attended Ballard-Hudson Middle School before starting at Southwest High School under legendary coach Don “Duck” Richardson, and as one of the nation’s elite high school players earned Parade All-American Honors in 1990 and was selected as a McDonald’s All-American in 1991; and

WHEREAS, ranked among the country’s top 20 recruits, Wright continued his career at Clemson University where he earned First Team All-ACC honors each year and helped USA Basketball win a gold medal at the World University Games; and

WHEREAS, Wright’s collegiate success led to his selection as the sixth overall pick in the 1994 NBA Draft by the Philadelphia 76ers; and

WHEREAS, Wright played a fourteen-year professional career, including eight seasons competing in Europe, where he won multiple championships in the Netherlands, Spain, and France; and

WHEREAS, after his professional basketball career, Wright dedicated himself to developing young athletes through 478Hoops, an organization he founded to provide basketball camps, clinics, mentoring, and community outreach; and

WHEREAS, since 1996, more than 5,000 young people have participated in the 478Hoops programs, benefitting from Wright’s commitment to teaching discipline, leadership, and life skills through basketball; and

WHEREAS, in light of Wright’s achievements and service to the Macon-Bibb Community, the Macon-Bibb County Commission now desires to formally dedicate the basketball court at the Frank Johnson Recreation Center as the “Sharone Wright Basketball Court;” and

WHEREAS, County policy would normally require the completion of a criminal background check prior to the dedication of a facility, structure, or space, but the Macon-Bibb County Commission has determined that an exception should be made in this instance due to Mr. Wright’s achievements and history of service and leadership; and

WHEREAS, County policy would normally prohibit the naming of property after a living person, but the Macon-Bibb County Commission has determined that an exception should be made in this instance due to Mr. Wright’s long-standing connection to the Macon-Bibb County Community; and

WHEREAS, in order for the Recreation Department to purchase the necessary materials and signage in honor of Mr. Wright to install the same inside the basketball court, an appropriation and amendment to the FY 27 budget is required; 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

It is hereby ordered that the basketball court inside the Frank Johnson Recreation Center, shall henceforth be and hereby is dedicated in honor of Sharone Wright, in recognition of his achievements, service, and leadership to the Macon-Bibb County Community as a whole.

Section 2.

The Commission hereby approves a supplemental appropriation not to exceed \$5,000.00 from the General Fund–Fund Balance to the Recreation Department budget for FY 27, for the purpose of providing for material and other costs associated with the installation of signage at the basketball court at the Frank Johnson Recreation Center.

Section 3.

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

Section 4.

The Mayor, the County Manager, 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.

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Section 7.

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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

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

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