



Board of County Commissioners Pre-Commission Meeting

June 20, 2023 | 4:00 PM

City Hall
700 Poplar Street
Macon, GA 31201

Mayor Lester M. Miller
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner Elaine Lucas
Commissioner Mallory Jones

Mayor Pro Tem Seth Clark
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Virgil Watkins
Commissioner Al Tillman

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval of the minutes from the June 6, 2023 meeting (Sponsored by: Lester M. Miller, Mayor)

3. New Alcohol Beverage Licenses

- a. B. J. Food located at 1471 Rocky Creek Road, Suite A, Macon, GA 31206
Recommend denial because the business location is a Vice Mart as defined in MBC Sec. 4-1 and the business location shall not receive an alcohol license pursuant to MBC Sec. 4-36(9)(B). (Sponsored by: Lester M. Miller, Mayor)
- b. Reliance Food Mart located at 3609 Pio Nono Avenue, Macon, Ga 31206
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)
- c. Shurlington Package Store located at 1931 Shurling Drive, Macon, GA 31211
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)
- d. Georgia CVS Pharmacy LLC d.b.a CVS Pharmacy #4765 located at 4080 Bloomfield Road, Macon, GA 31206
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

4. Appointments to Authorities, Boards and Committees

- a. A Resolution Appointing Jami Gaudet To The Macon-Bibb County Library Board Of Trustees (Sponsored by: Lester M. Miller, Mayor)

- b. A Resolution To Appoint Aisha Anderson To Serve As A Member Of The Macon-Bibb County Defined Contribution And Deferred Compensation Plan Administrative Board (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution To Appoint Kenvoris Blair To Serve As A Member Of The Macon-Bibb County Transit Authority (Sponsored by: Lester M. Miller, Mayor)

5. Grants

- a. A Resolution Authorizing The Mayor To Execute An Agreement With Crisis Line & Safe House Of Central Georgia, Inc. Granting A Community Development Block Grant- Coronavirus (CDBG-CV) In The Amount Of \$38,500.00 To Provide Shelter Services To Individuals And Families Involved In Domestic Violence Situations Within A 12-Month Period (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Authorizing The Mayor To Execute An Agreement With Family Advancement Ministries, Inc. Granting A Community Development Block Grant Coronavirus (CDBG-CV) In The Amount Of \$42,500.00 To Family Advancement Ministries, Inc. To Provide Eligible Families With Daycare Assistance (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Authorizing The Mayor To Execute An Agreement With Big Brothers Big Sisters Of The Heart Of Ga, Inc. Granting A Community Development Block Grant Coronavirus (CDBG-CV) In The Amount Of \$25,324.00 To Provide Mentoring Services To At-Risk Youth (Sponsored by: Lester M. Miller, Mayor)

6. Abandonment of the Unopened Right of Way of Bonita Place

- a. A Resolution To Authorizing The Abandonment Of The Unopened Right-Of-Way Of Bonita Place And The Removal Of Such Path From The Official Road Map Of Macon-Bibb County (Sponsored by:)

7. Contracts and Purchase Orders for Approval

- a. A Resolution Authorizing The Mayor To Execute An Agreement Of Extension With The Houston County Board Of Health WIC Program For The Lease Of Office Space Located At 456 Oglethorpe Street In The Amount Of \$21,215.00 For One Year (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Authorizing The Mayor To Execute A Lease Agreement And An Operating Agreement With The Board Of Regents Of The University System Of Georgia For The Lease Of Property And The Operations Of The FBO At Macon Downtown Airport On Behalf Of Middle Georgia State University (Sponsored by: Lester M. Miller, Mayor)

8. Additions or Changes to the Macon-Bibb County Code

- a. An Ordinance Amending Chapter 7 Article Ii Division 17 Of The Macon-Bibb County Code Of Ordinances To Establish Timber Harvest Operation And Notice Requirements Pursuant To O.C.G.A. §12-6-24; And For Other Lawful Purposes. (Sponsored by: Elaine Lucas, Commissioner)

9. Amendment to the Policies and Procedures Manual

- a. An Ordinance to amend Section 3 of the Macon-Bibb County Government Policies and Procedures Manual, Entitled "Legal Notices" for the Purpose of amending and restating such sections (Sponsored by: Lester M. Miller, Mayor)
- b. An Ordinance To Amend Section 4 Of The Macon-Bibb County Government Policies And Procedures Manual, Entitled "Performance Management," For The Purpose Of Amending And Restating Such Section; To Amend Various Other Sections For Consistency Of Terminology, As Provided For Herein; (Sponsored by: Lester M. Miller, Mayor)

10. FY2024 Budget

- a. An Ordinance To Adopt A Budget And Appropriate Sums For The Operation Of The Macon-Bibb County Government For Fiscal Year 2024; To Provide For Repeal Of Conflicting Ordinances (Sponsored by: Lester M. Miller, Mayor)

11. Executive Session

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against Macon-Bibb 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);

PRE-COMMISSION ACTING AS COMMITTEE OF THE WHOLE

MINUTES

June 6, 2023

The Pre-Commission meeting acting as a Committee of the Whole was called to order by Mayor Lester M. Miller.

COMMISSIONERS PRESENT:

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner Elaine Lucas
Commissioner Bill Howell
Commissioner Raymond Wilder
Commissioner Mallory Jones
Commissioner Virgil Watkins

OTHERS PRESENT:

Duke Groover, Interim County Attorney
Michael McNeill, Sr. Assistant County Attorney
Adrianna Beavers, Assistant County Attorney
Sara Davis, Assistant County Attorney
Frank Howard, Assistant County Attorney
Keith Moffett, County Manager
Julie Moore, Assistant County Manager
Janice Ross, Clerk of Commission
Alex Morrison, Director of Planning & Public Spaces
Dr. Henry Ficklin, Exec. Dir. Community Affairs
Chris Floore, Public Affairs
Olivia Walter, Communications
Edna Adams, Communications

COMMISSIONERS ABSENT

Commissioner Al Tillman

VISITORS PRESENT:

Jennifer Lautzenheiser, Director, Middle Ga Libraries
Kristen Grisson, nominée for Library Board

1. APPROVAL OF MINUTES

On motion of Mayor Pro Tem Clark, seconded by Commissioner Wilder and carried unanimously, the minutes of the May 16, 2023 meeting were approved.

2. NEW ALCOHOL BEVERAGE LICENSES

A. Mahadev 129 d.b.a. Golden Food Mart located at 6704 Hawkinsville Road, Macon, GA

On motion of Commissioner Wilder, seconded by Commissioner Howell and carried unanimously, the license for Golden Food Mart was denied based on the business location is a Vice mart in violation of MBC Sec. 4-36(9)(B).

B. The Qwic Store, LLC d.b.a. The Qwic Store located at 722 Martin Luther King, Jr. Blvd.

On motion of Commissioner Wynn, seconded by Commissioner Bronson and carried unanimously, the license for Qwic Store was denied based on the business location is a Vice Mart in violation of MBC Sec. 4-36(9)(B).

C. 2006 Vineville LLC d.b.a. Marketplace located at 2006 Vineville Avenue Macon, GA

On motion of Mayor Pro Tem Clark, seconded by Commissioner Wilder and carried unanimously, the license for Marketplace was denied based on the business location is a Vice Mart in violation of MBC Sec. 4-36(9)(B).

D. Quick Trip Corporation d.b.a Marketplace located at 2710 Riverside Drive

On motion of Commissioner Wynn, seconded by Mayor Pro Tem Clark and carried unanimously, the license for Quick Trip was approved.

E. Fuego LLC d.b.a. 3rd & Cherry located at 379 Third Street, Macon, GA

On motion of Commissioner Jones, seconded by Commissioner Wilder and carried unanimously, the license for 3rd & Cherry was approved.

F. SRO Partners Macon Concessions LLC d.b.a. Macon Bacon located at 225 Willie Smokey Glover Drive, Macon, Ga 31201

On motion of Commissioner Bronson, seconded by Commissioner Wynn and carried unanimously, the license for SRO Partners was approved.

G. Sophia's on Second LLC d.b.a. Sophia's on Second located at 428 Second Street, Macon, GA

On motion of Commissioner Jones, seconded by Commissioner Wynn and carried unanimously, the license for Sophia's on Second was approved.

H. Chevo's Mexican Restaurant located at 4921 Riverside Drive, Macon, GA

On motion of Commissioner Wynn, seconded by Commissioner Lucas and carried unanimously, the license for Chevo's was approved.

I. Georgia CVS Pharmacy, LLC d.b.a. CVS located at 4585 Hartley Bridge Road, Macon, GA

On motion of Commission Howell, seconded by Commissioner Jones and carried unanimously, the license for CVS was approved.

3. APPOINTMENT TO AUTHORITIES/BOARDS/COMMISSIONS

A. A Resolution appointing Kristen Grissom to the Macon-Bibb Library Board of Trustees

On motion of Commissioner Wynn, seconded by Commissioner Bronson and carried unanimously, the resolution appointing Kristen Grissom to the Macon- Bibb Board of Trustees was approved.

4. DEDICATION OF PAVILION

A. An Ordinance To Appropriate An Amount Not To Exceed \$500.00 From Fund Balance To The Parks And Beautification Budget For The Purpose Of Purchasing And Installing Signage Dedicating A Pavilion At Amerson River Park In Honor Of Bibb County Sheriff's Office Sgt. William Gay

On motion of Commissioner Jones, seconded by Commissioner Wilder and carried unanimously, the dedication of a pavilion at Amerson River Park in honor of bibb County Sheriff's Office Sgt William Gay was approved.

5. TRANSFER OF PROPERTY

- A. A Resolution To Authorize The Mayor To Transfer Certain Parcels Of Real Property To The Urban Development Authority

On motion of Commissioner Howell, seconded by Commissioner Jones and carried unanimously, the transfer of certain parcels of real property to the Urban Development Authority was approved.

6. ACCEPTANCE OF GRANTS

- A. A Resolution 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 2024, In The Amount Of \$210,726.00, With Matching Funds In The Amount Of \$28,735.00, Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial Circuit Adult Felony Drug Court Program

On motion of Commissioner Lucas, seconded by Commissioner Howell and carried unanimously, the grant awarded to the Macon Judicial Circuit Adult Felony Drug Court Program was approved.

- B. A Resolution 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 2024, In The Amount Of \$164,188.00, With Matching Funds In The Amount Of \$22,389.00 Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial Circuit Veterans Court Program

On motion of Commissioner Wynn, seconded by Mayor Pro Tem Clark and carried unanimously, the grant awarded to the Macon Judicial Circuit Veterans Court Program was approved.

- C. A Resolution 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 2024, In The Amount Of \$127,844.00, With Matching Funds In The Amount Of \$17,433.00 Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial Circuit Family Treatment Court Program

On motion of Commissioner Jones, seconded by Commissioner Lucas and carried unanimously, the grant awarded to the Macon Judicial Circuit Family Treatment Court Program was approved.

- D. A Resolution 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 2024, In The Amount Of \$221,011.00, With Matching Funds In The Amount Of \$30,138.00, Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial Circuit Mental Health Court Program

On motion of Mayor Pro Tem Clark, seconded by Commissioner Jones and carried unanimously, the grant awarded to the Macon Judicial Circuit Mental Health Court Program was approved.

E. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of An Additional Judicial Council Of Georgia American Rescue Plan Act Funding Grant, In The Amount Of \$268,247.00, With No Local Match, Awarded To The Macon Judicial Circuit; *On motion of Commissioner Wynn, seconded by Commissioner Lucas and carried unanimously, the grant awarded to the Macon Judicial Circuit was approved.*

F. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of An ARPA Improving Neighborhood Outcomes In Disproportionately Impacted Communities Grant From The Georgia Governor's Office Of Planning And Budget In The Amount Of \$1,375,000.00, With No Local Match, To Be Used To Make Improvements To Linear Park

On motion of Mayor Miller, seconded by Mayor Pro Tem Clark and carried unanimously, the grant from the Georgia Governor's Office of Planning and Budget to make improvements to Linear Park was approved.

7. CONTRACTS AND PURCHASE ORDERS FOR APPROVAL

A. A Resolution To Authorize The Mayor To Execute An Amendment To The Airfield Painting Agreement Between Macon-Bibb County And Hi-Lite Airfield Services, LLC For A Total Contract Amount Of \$121,728.50

On motion of Commissioner Howell, seconded by Commissioner Wilder and carried unanimously, the agreement with Hi-Lite Airfield Services was approved.

B. A Resolution Authorizing The Mayor To Execute An Escalator Upgrade And Modernization Agreement With Kone, Inc., In The Amount Of \$214,996.00 To Be Paid From The Coliseum & Auditorium Fund, Building & Building Improvements Line Item

On motion of Commissioner Lucas, seconded by Commissioner Wynn and carried unanimously, the agreement with Kone for the Coliseum was approved.

C. A Resolution To Authorize The Mayor To Execute A Professional Services Agreement With Dunwody/Beeland Architects, Inc., In The Amount Not To Exceed \$75,000.00 To Provide Architectural Design Services For Phase III Improvements At Lake Tobesofkee, To Be Paid From 2018 SPLOST Funds, Recreation, Lake Tobesofkee - Property Line Item;

On motion of Commissioner Wilder, seconded by Commissioner Jones and carried unanimously, the agreement with Dunwody / Beeland Architects for design services for Phase III at Lake Tobesofkee was approved.

D. Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement Between Macon-Bibb County And Mid-States Striping, Inc., In The Amount Of \$437,050.00 For The Road Restriping Project For The Macon-Bibb County Engineering Department To Be Paid From 2018 SPLOST And 2022 LMIG Safety Action Plan;

On motion of Commissioner Wilder, seconded by Commissioner Jones and carried unanimously, the agreement with Mid States Striping for road restriping was approved.

E. A Resolution Authorizing The Issuance Of A Purchase Order For The Storage For CDW G Computers In The Amount Of \$140,000.00, Payable From The I.T. Department Budget, Repairs & Maintenance – Hardware Line Item

On motion of Commissioner Jones, seconded by Commissioner Bronson and carried unanimously, the purchase order for computer storage was approved.

- F. A Resolution To Authorize The Mayor To Execute An Agreement With Liquidity Services Operations, LLC, D/B/A Govdeals, Inc., For Online Auction Services For The Lawful Disposal Of Surplus Property, With Macon-Bibb County Receiving 80% Of The Bid Price For Each Item Sold

On motion of Commissioner Jones, seconded by Commissioner Howell and carried unanimously, the agreement with Govdeals was approved.

- G. A Resolution Authorizing The Issuance Of A Purchase Order To OFS Brands, Inc., For The Purchase Of Furnishings For Courtrooms At The Macon Mall In The Amount Of \$203,163.07, Payable From 2018 SPLOST Funds, Judicial, Courthouse – Property Line Item

On motion of Commissioner Jones, seconded by Commissioner Howell and carried unanimously, the purchase order to OFS Brand for furnishing for courtrooms at the mall was approved.

Commissioner Tillman arrived at this point.

8. SPECIAL PURPOSE LOCAL OPTION SALES TAX

- A. A Resolution Of The Macon-Bibb County Commission To Approve The Forty-First Amendment To The 2018 SPLOST Project Timeline And Budget As Presented By The SPLOST Project Manager

On motion of Mayor Miller, seconded by Commissioner Tillman and carried unanimously, the forty first amendment to the SPLOST Timeline was approved.

- B. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$9,758,875.00 From 2018 SPLOST Proceeds, To Be Allocated To SPLOST Projects As Specified Herein

Commissioner Watkins moved that the following items be added to the agenda:

To Move \$400,000 from 2026 Parking Deck , to 2023 Parks and Rec Bloomfield/ Gilead Recreation line item;

To Move \$2,000,000 from 2026 Courthouse, to 2023 Parks and Rec, Other line item, for the purpose of funding improvements to Rosa Parks Square.

Up to \$2,355,325 from the 2023 Parks and Rec – Frank Johnson line item for the purpose of funding improvements to Frank Johnson Recreation Center, of which at least \$300,000 is to be spent on the installation of an “Fully Loaded Inclusive Playground System”

Up to \$2,403,550 from the 2023 Parks and Rec – Memorial line item for the purpose of funding improvements to Memorial Park Recreation Center, of which at least \$300,000 is to be spent on the installation of an “Fully Loaded Inclusive Playground System”.

Up to \$400,000 from the 2023 Parks and Rec – Bloomfield/Gilead Recreation line item for the purpose of funding the installation of an fully loaded inclusive playground system to Bloomfield/Gilead Recreation Center;

Up to \$2,000,000 from the 2023 Parks and Rec - Other line item for the purpose of funding improvements to Rosa Parks Square.

After discussion, Commissioner Watkins withdrew his motion.

*The meeting recessed at 5:02 p.m. to convene the Public Hearing for the FY24 Budget.
The meeting reconvened at 5:10 p.m.*

9. EXECUTIVE SESSION

A. 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 Tillman, seconded by Commissioner Jones and carried unanimously, the meeting went into Executive Session for the reasons listed above.

10. BOARD OF ELECTIONS

A. A Resolution Of The Macon-Bibb County Commission To Assent To And Appoint Joel Hazard, Karen Evans-Daniel, Robert Abbott, And Thomas Ellington To The Macon-Bibb County Board Of Elections

On motion of Commissioner Tillman, seconded by Commissioner Howell and carried by Commissioners Wynn, Bronson, Jones, Clark, Wilder, Howell, Watkins and Tillman the appointment of Joel Hazard, Karen Evans-Daniel, Robert Abbott and Thomas Ellington to the Macon-Bibb County Board of Elections was approved.

B. A Resolution Of The Macon-Bibb County Commission To Appoint An Elections Supervisor For The Board Of Elections

On motion of Commissioner Tillman, seconded by Commissioner Howell and carried by Commissioners Wynn, Bronson, Jones, Clark, Wilder, Howell, Watkins and Tillman the appointment of Tom Gillon as the Elections Supervisor was approved.

There being no further business, the meeting was adjourned.

Respectfully submitted:

Janice S. Ross, CMC
Clerk of the Macon-Bibb County Commission

Added to the June 20, 2023 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

2021 LICENSE FEES (Check All That Apply)

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

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

\$ _____ Prorated Alcohol License Fees + \$ 400 Application Fee, if applicable = Total \$ _____

Agent Information

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

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper
7. If any business entity other than Sole Ownership...Must submit copy of GA Secretary of State Business information.
8. If NON-PROFIT entity...Proof on Nonprofit 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.07/2021

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

BUSINESS

Federal Tax ID #: 92-1337817 State Tax ID #: 308821174

Business Name: BJ FOOD Corporate and Trade Name: RASHI 2022 LLC

Local Business Address: 1471 ROCKY CREEK RD. STE A, MACON, GA 31206
(P.O. Box Not Allowed) City State Zip

Mailing Address: _____
(P.O. Box Not Allowed) City State Zip

Local Business Phone #: _____ Email Address: _____

Contact Person: _____

AGENT

Agent's Name: RASHIKBHAI PATEL Agent's Title: OWNER

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

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 10/2021

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print):	RASIKBHAI A. PATEL



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



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

X

R. Patel
Signature

5-4-23
Date

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

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

Purpose Code used: (check one)

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

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

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

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

Agency Designee Signature and Title

Date

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

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

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

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

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

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

Business Name: BASIK 2022 LLC / DBA BJ FOOD

Printed Name of Applicant: BASIKBHAI PATEL

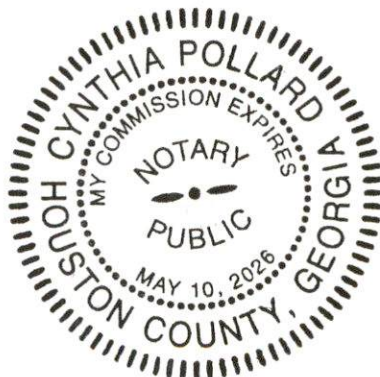
*Signature of Applicant: X [Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 4th DAY OF May, 2023.

Cynthia Pollard
 NOTARY PUBLIC

May 10, 2024
 MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: RASIKBHAI PATEL

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 1471 ROCKY CREEK RD. SUITE A

BUSINESS NAME: RASIK 2022 LLC DBA BJ FOOD

To Be Completed by County Engineer

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

By: F. Charles Brooks
F. Charles Brooks, Macon-Bibb County Engineer

Date: 4-13-2023

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

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises

OR

Package Sale to Go
(Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcohol treatment center, public library, and Macon-Bibb Housing Authority unit.

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.

B.J. Food
 #1471 Rocky Creek Road
 5,300' — SCHOOL GROUND property line
 Southwest High School
 5,550' — SCHOOL BUILDING
 Southwest High School
 7,900' — COLLEGE CAMPUS property line
 Central Georgia Technical College
 24,350' — ALCOHOL TREATMENT CENTER building
 River Edge-Emery Highway
 3,300' — PUBLIC LIBRARY or BRANCH building
 Bloomfield Library
 5,000' — MHA housing unit property line
 Pendleton Homes
 N/A — Vice Mart – Small Box Retail Store – Small Box Discount store

Applicant self-identifies as a:
 "Food Mart"

LCB
 OK!

Paul J. Hornowski
 April 11, 2023



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
121075	393519	Print Legal Ad-IPL01130130 - IPL0113013		\$45.00	1	30 L

Attention: Rasikbhai Patel

Rasikbhai Patel
1471 Rocky Creek Rd Suite A
Suite A
Macon, GA 31206-0000

NOTICE

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR BEER, WINE Packaged to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the 17th day of March, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as **BJ Food dba RASIK 2022 LLC** 1471 Rocky Creek Rd Suite A Macon, GA 31206. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This 10th day of March, 2023 Rasikbhai Patel, Applicant
IPL0113013
Mar 10, 17 2023

To Whom It May Concern:

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

2 insertion(s) published on:

03/10/23, 03/17/23

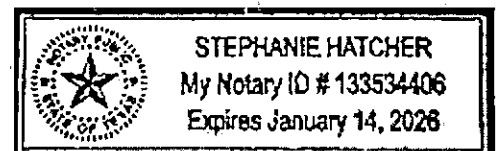
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 17th day of March in the year of 2023

Stephanie Hatcher

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



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



MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO: ZC-2022-1079	PERMIT TYPE: Staff level Conditional use	DATE OF ISSUE: 11/17/2022
ISSUED TO NAME:	Rasik 2022 LLC	
	DBA BJ Food	
OWNER'S NAME:	BHUMI 2022 LLC	
PROPOSED USE:	Conditional Use not classified general store/ food mart	
ADDRESS OF PROPOSED USE:	1471 ROCKY CREEK RD ste A	
NEW CONSTRUCTION:	Yes	
MAP/PARCEL:	O102-0049	ZONING DISTRICT: M-1
PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS		
As per application, plans submitted and zoning compliance #2022-0033, staff level approval is granted to allow the renovation and operation of a general store/ food mart with alcohol packaged to go and no fuel sales. No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area is utilized by amusement machines or their patrons; should it occupy more, than this, a conditional use for an amusement facility is required		
NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 11/17/2023 , THIS PERMIT IS NULL & VOID		
APPROVED BY: Butch Sementilli		
NOTICE		
This permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, this zoning permit must be displayed on the premises together with the business license. This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, the Macon-Bibb County Engineering Department, the Macon-Bibb County Fire Department, the Macon-Bibb County Traffic Engineering Department, the Macon Water Authority, the Office of Building and Fire Safety, and any other governmental agency whose regulations may be applicable. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb County Planning and Zoning Commission. Permits are specific to the property for which the permit is issued as well as the person to whom it is issued. Other than permits for single family homes or duplexes, any change in the person engaging in the use allowed by such permit shall require that the new person engaging in such use file a change of ownership form with the Commission, provided that change of ownership forms shall not be required for variances or certificates of appropriateness. The new holder of any permit shall be subject to all conditions attached to the original permit.		

Control Number : 22256871

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

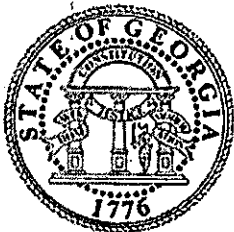
I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

RASIK 2022 LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **12/12/2022** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **12/14/2022**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

Ownership Disclosure Form

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

Business:

Trade Name: BJ FOOD Name of Corporation: BASIK 2022 LLC

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

Individual:

Name and Title: RASIKBHAI PATEL ^{OWNER} Telephone Number: _____

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☒ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: _____
 - ☐ Member holdings ____% of all outstanding membership interests
- ☐ 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: RASIKBHAI

Last Name: PATEL

- ☐ 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.
- ☐ Two current Color (passport size) photographs of applicant.
- ☐ \$25 money order, cashier's check, or personal check payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

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

R. P. Patel
Applicant's Signature

5-8-23
Date

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

This 8 day of May, 2023

Megan Sotela
NOTARY PUBLIC



March 21, 2027
MY COMMISSION EXPIRES

Rev. 7/2021





Rasikbhai Patel



AH001003

ALCOHOL HANDLER

Exp. 12/31/2023

COMMERCIAL REAL ESTATE LEASE CONTRACT

THIS COMMERCIAL REAL ESTATE LEASE CONTRACT (hereinafter referenced as "Lease"), is made effective the 1st day of November, 2022, by and between **BHUMI 2022 LLC**, a Georgia limited liability company (hereinafter referenced as "Landlord"), and **RASIKBHAI PATEL / RASIK 2022 LLC, DBA : BJ FOOD** (hereinafter referenced as "Tenant").

WITNESSETH:

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

1. **Premises.** Landlord, for and in consideration of the rents, covenants, agreements and stipulations contained herein, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the c-store portion of the property and improvements, only, located at **1471 ROCKY CREEK RD. SUITE A, Macon, GA 31206** and being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Premises") together with the non-exclusive right to the common areas. Tenant takes subject to the rights of any parties in possession, except for the c-store tenant who shall be dispossessed by Landlord. Landlord shall be responsible for and have the right to any rents from the other rental units and tenants at the Property, subject to the provisions hereinafter provided.

2. **Term of Lease.** The term of this Lease shall commence on the date possession is obtained by Landlord, unless sooner terminated as hereinafter provided, and shall expire on the 1st day of December, 2025 (the "Initial Term").

3. **Rental and Late Fees.**

3.1 **Rental.** Tenant agrees to cooperate to establish payment arrangements and to pay Landlord, by electronic funds transfer ("EFT") payments, or by such other means designated by Landlord in writing to Tenant, promptly on or before the first (1st) day of each month, in advance, rent as follows:

a. November 2022 – 1 December 2025 \$3500.00

3.2 **Rental Proration.** In the event the commencement date of this Lease is any day other than the first day of a calendar month, the first month's rental shall be prorated.

3.3 **Late Fees.** Tenant agrees to pay Landlord, promptly at the times and in the manner herein specified, all amounts due, without deduction, setoff, abatement, counterclaim or defense. If any amount due is not received by Landlord on or before five (5) days following the date on which it

is due, Tenant shall pay Landlord a late charge equal to Ten percent (10%) of the amount of such past due payment, notwithstanding the date on which such payment is actually paid to Landlord.

4. Utilities, Taxes and Other Amounts. It is the intent of the parties to create a true "triple net lease to Landlord. Tenant's share of the common area expenses, insurance and taxes shall be Hundred percent (100%) (the "Tenant's Share").

4.1 *Utilities.* Tenant shall bear and pay all utility bills, including, but not limited to, water charges, sewer, gas, electricity, and telephone, for the Premises. Tenant shall also bear and pay all charges for garbage collection services or other sanitary services rendered to the leased Premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills, charges for garbage collection or other sanitary services or other amounts due, Landlord may pay same and such payment may be added to the rent next due plus an administrative charge of One Hundred dollars (\$100.00).

4.2 *Taxes.* Tenant shall pay its share of all taxes relating to the entire property. "Taxes" means all federal, state, local, governmental, special district and special service area taxes, charges, assessments and any other government charges, surcharges and levies, general and special, ordinary or extraordinary, including business license fees or charges (including interest thereon whenever same may be payable in installments) which Landlord shall pay or be obligated to pay arising out of the use, occupancy, management, repair or replacement of the premises, any appurtenance thereto or any property, fixtures or equipment thereon. Taxes exclude any income, transfer, profit, inheritance or franchise tax, which may be imposed upon Landlord. Tenant shall pay monthly, as additional rent, one-twelfth (1/12th) of Tenant's Share of the real estate ad valorem Taxes. All taxes will be settled and transferred to the new tenant who is taking over the business from the previous tenant at the closing

4.3 *Premises Insurance.* Tenant shall at all times during the Term of this Lease procure and maintain in full force and effect an All Risk Property Insurance Policy on the entire property, which shall include flood insurance, and on all improvements including Gasoline dispenser canopy, Gasoline dispensers, Electronic price sign and point of sale equipment, constructed thereon and any additions or alterations thereto or replacements thereof. Said policy is to contain a Replacement Cost Endorsement, insuring against perils therein specified, in an amount equal to not less than one hundred percent (100%) of the replacement cost of all improvements on the Premises, exclusive of foundation and excavation costs, the proceeds of which shall be payable to Landlord and any Landlord lender in accordance with their respective interests therein. Tenant shall pay for such expense of said insurance.

5. Use of Premises. The Premises is a strip center with a convenience store and the retail sale of gasoline and other petroleum products. Tenant or the occupants shall be responsible for all licenses or permits associated with said use. The Premises shall not be used for any illegal purpose, nor in any manner so as to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant shall not commit or allow any waste or nuisance upon the leased Premises, and shall maintain the Premises in a clean, neat, orderly and attractive condition.

6. Operation of the Premises. This Lease is intended to be a true "triple net lease". Tenant shall: (1) keep the Premises, buildings, equipment, fixtures, rest rooms, sidewalks, approaches, and driveways in good condition, properly lighted, clean, safe, sanitary, and free of trash, rubbish, and other debris; (2) keep the approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice and snow, at all times; (3) not engage in or permit any improper act or conduct on the Premises detrimental to Tenant, or Landlord, or any

member of the public; and (4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business.

7. **Abandonment of Leased Premises.** Tenant agrees not to abandon or vacate the leased Premises during the period of this Lease, and agrees to use said Premises only for purposes herein leased until the expiration or termination hereof. None of the equipment owned by Landlord shall be removed from the Premises.

8. **Repairs and Maintenance.**

8.1 *Repairs and Maintenance by Tenant.* Landlord shall be under no obligation to inspect the Premises. Tenant acknowledges that Tenant has been in possession of the Premises and accepts the same in their present condition as suited for the intended use by Tenant "AS IS, WITHOUT WARRANTY". During the Term, Tenant shall, at Tenant's sole cost and expense, maintain in good order and repair the leased Premises and the common areas, and all equipment, fixtures and other improvements located upon the Premises. Tenant further agrees to care for the grounds, the common areas around the building, including the mowing of grass, care of shrubs, and general landscaping. **However, Landlord shall be responsible for repairs to the, foundation, exterior walls,** Tenant agrees to return the Premises and all equipment, fixtures and other improvements to Landlord, at the expiration or prior to the termination of this Lease, in as good as condition and repair as when first received, natural wear and tear and acts of God excepted. Tenant understands that Tenant is responsible for any replacement and upgrade to any equipment upon the Premises and any related costs and/or expenses shall be borne by Tenant.

8.2 *Repairs and Maintenance by Landlord.* It is acknowledged that the intent of this paragraph is for the Landlord to have **no** duty to repair or maintain any portion of the Premises or property, equipment, fixtures or other improvements located thereon whatsoever, except as specifically provided above.

8.3 *GUST Fund.* Tenant agrees to indemnify, defend, and hold Landlord harmless from all clean-up costs, personal injury, death or property damage claims, and fines or penalties which arise out of or are related to the leakage of petroleum products during the Term of the Lease. Further, Tenant agrees to participate in the GUST Trust Fund and take all actions necessary to maintain eligibility there under. Tenant shall be liable for the deductible under the GUST Trust Fund, and any and all expenses related to assessment or remediation for any releases prior to the commencement date and during the Term. Landlord **shall be** solely responsible for any pre-existing release.

9. **Destruction of or Damage to Premises.** Tenant shall give immediate written notice to Landlord of any damage to the Premises caused by fire or other casualty, and Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Premises. Notwithstanding the foregoing, in the event that: (i) the building in which the Premises is located shall be destroyed or substantially damaged by casualty not covered by standard fire or extended coverage insurance; (ii) Landlord shall not have actual and unconditional receipt of the insurance proceeds payable in connection with such damage and destruction; or (iii) there shall be less than two

(2) years remaining in the then existing Term, or any extension or renewal thereof, then, in any of such events, Landlord may elect either to terminate this Lease or to proceed to rebuild and repair the Premises. Landlord shall give written notice to Tenant of such election within ninety (90) days after the occurrence of such casualty. Landlord's obligation to rebuild and repair the Premises under this paragraph shall in any event be limited to restoring the Premises to substantially the same condition as existed prior to the casualty and not to any of Tenant's improvements or alterations. Tenant agrees that promptly after the completion of such work by Landlord, Tenant will use its best efforts, at its sole cost and expense, to restore Tenant's improvements or alterations to substantially the same condition as existed prior to the casualty. Tenant hereby waives, releases, and relinquishes any and all claims against Landlord for any compensation or damage for loss of use of all or any part of the Premises or for any inconvenience or annoyance occasioned by any such damage, destruction, repair, or restoration of the Premises.

10. Indemnification of Landlord Against Loss or Claim. For and during the Term of this Lease, Tenant shall protect, indemnify, defend, and save harmless Landlord from and against all claims, demands, liability, losses, or costs, whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by Tenant. Tenant shall, at Tenant's expense, provide and keep in force for the benefit of Landlord comprehensive general liability insurance covering the Premises and the business to be operated thereon, in which insurance policy or policies Landlord, as well as Tenant, shall be named as an insured. The said policy or policies of insurance shall provide for limits of liability for bodily injury of not less than \$2,000,000.00 single limit coverage for each accident or occurrence, and not less than \$500,000.00 for property damage. Said policy shall include any "dram shop" or liquor liability coverage in the event Tenant sells alcoholic beverages at the Premises. Tenant shall furnish to Landlord evidence of such insurance within fifteen (15) days of the date hereof and at such other times as Landlord may require. Tenant shall defend, indemnify, and save harmless Landlord from and against all claims, demands, liabilities, losses, or costs to which Landlord may be subjected to, or by reason of any person, firm, or corporation seeking to hold or holding Landlord liable or in any way responsible for the debts or obligations incurred in any manner in connection with the conduct and operation of the business conducted on the Premises. In addition, Tenant shall maintain Workers Compensation coverage and all other coverage required by contract, regulation or law.

11. Governmental Orders. Tenant agrees that, at Tenant's own expense, Tenant will promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of said Premises.

12. Condemnation. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purposes, then, in either of said events the Term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided.

13. Assignment and Subletting. Tenant accepts the existing leases in place and acknowledges that Tenant shall have the right to sublet the open spaces. Tenant shall not assign, enter into a business management agreement, or permit the use of the Premises by any party other than Tenant. Any transfer or assignment of more than ten percent (10%), cumulatively, of the ownership interest in Tenant shall be a "transfer". **No such transfer or assignment shall be allowed.**

14. Default. It is agreed that in the event Tenant shall default in the payment of rent,

including additional rent herein reserved, and fails to cure the rental default within five (5) days of written notice, or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the payment of rent, and fails to cure such event(s) of default within fifteen (15) days of written notice; or if a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act is filed as to Tenant; or if a receiver is appointed for Tenant's property; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced, or payment thereof deferred; or if Tenant makes an assignment for the benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant; Landlord, at its option, may: (i) terminate this Lease by written notice to Tenant whereupon this Lease shall terminate immediately and possession of the Premises shall immediately be returned to Landlord; (ii) not terminate this Lease and enter the Premises and take possession thereof and relet the Premises or any portion thereof on such terms as Landlord deems appropriate. Any rent from any reletting shall be applied to any indebtedness other than rent owing to Landlord, second to Landlord's attorney's fees and brokerage fees and other expenses of exercising its rights, and third, to the rent due. Tenant agrees to pay any deficiency upon demand by Landlord therefore; or (iii) pursue separately or concurrently, any and all other remedies allowed by law or in equity.

Any notice provided in this paragraph may be given by Landlord or its attorney. Upon Lease termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer, or other tort. If Tenant refuses to surrender possession immediately, Landlord may institute appropriate legal proceedings and Tenant agrees that Landlord may obtain injunctive relief for removal of Tenant, should Tenant's leasehold become subject to cancellation hereunder. In no event shall Landlord have to provide notice of default and right to cure more than one (1) time in any 12-month period.

It is expressly agreed that no termination of this Lease as the result of Tenant's default or breach shall have the effect of releasing Tenant from its obligation to pay the full rent due for the entire period of the then existing Term.

15. Mortgagee's Rights. Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt, which is now, or may hereafter be, placed upon the Premises by Landlord.

16. No Estate in Land. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant's interest in the Premises is possessory only, and personal to Tenant, and is not subject to levy or sale, nor assignable by Tenant except by Landlord's consent.

17. Service of Notice. Any notices to Tenant required under this Lease, shall be sent by certified mail or overnight delivery to the c-store upon the property. Any notices to Landlord required under this Lease shall be sent by certified mail or overnight delivery to **6687 skipper rd apt205 macon GA 31216**.

18. Security Deposit. As security for Tenant's prompt and full payment of the rent, and the faithful and timely performance of all provisions of this Lease, to be performed on Tenant's part, the Tenant has pledged and deposited with Landlord \$0.00, at the effective date of this Lease. It is acknowledged and agreed that Landlord is not establishing a separate account for such security deposit and such deposit may be commingled with other monies of Landlord. Further, Tenant shall not be entitled to interest, if any, on the security deposit. In the event any default shall be made in the performance of any of the covenants on the part of Tenant with respect to any item or matter, Landlord shall have the right, but shall not be obligated, to apply said security deposit to the curing of such default. Any such application by Landlord shall not be a defense to any action by Landlord

arising out of said default and shall be in addition to any other remedies available to Landlord as may be provided by law or this Lease; and, on demand, Tenant shall restore said security deposit to the full amount set forth. On the expiration or earlier termination of this Lease, or any extension or renewal thereof, provided Tenant has paid all of the rent herein called for and fully performed all of the other provisions of this Lease to be performed on its part, the Landlord will return to the Tenant any then remaining balance of said security deposit.

19. No Waiver of Rights. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, including those rights given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Each party has had the opportunity to be represented by counsel and negotiate this Lease. This Lease shall not be interpreted against either party as drafter. Tenant has had the ability to conduct any appropriate due diligence and accepts the Premises, business, and equipment, if any, based on Tenant's own inspection.

20. Licenses and Permits. During the Term, Tenant shall be responsible to obtain and maintain, at Tenant's sole cost and expense, Tenant's own licenses and/or permits required to operate such a business upon the Premises, including, but not limited to any necessary beer/wine, liquor and lotto licenses. Tenant agrees to acquire from the appropriate authorities, and agrees to maintain, any required and/or necessary permits, licenses and/or qualifications, prior to: (i) operating Tenant's business upon the Premises; and/or (ii) making any improvement, modification or other change to the Premises (said improvement, modification or change may require the prior written consent of Landlord). Tenant shall be responsible for all obligations, claims, and debts of the business upon the Premises arising during the Term. Tenant agrees to indemnify and hold Landlord harmless from all losses, claims, damages, or assessments, including attorney's fees and costs, incurred by Tenant or the business operated upon the Premises, for any citation/violation of any permit or license.

21. Alterations. Tenant shall not make any alterations, additions, or improvements to the Premises costing greater than \$1,000.00, without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free from any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

22. Attorney's Fees. In the event of litigation arising out of this Lease, the prevailing party shall be entitled to recover all of its reasonable attorney's fees and costs associated therewith.

23. Legality of Agreement. In the event any portion or portions of this Lease are declared unconstitutional, illegal, void, or of no force and effect, the balance of this Lease shall remain in full force and effect and enforceable as a binding contract.

24. Counterparts. This Lease may be executed in several counterparts, each of which

shall
be enforceable as an original.

25. **Entire Agreement.** This Lease represents the complete understanding between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. ~~This Lease may be amended only by written instrument signed by both parties. No requirement, obligation, remedy, or provision of this Lease shall have been deemed to have been waived, unless so waived expressly in writing.~~

26. **Successors and Assigns.** This Lease and all warranties, representations, and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assignees, where the contract requires or permits.

27. **Choice of Law/Venue.** This Lease shall be governed by and construed under the laws of the State of Georgia without any presumption or rule requiring construction against the party causing such Lease to be drafted. The exclusive venue for any legal action, claim, suit, dispute or matter arising out of or relating to this Lease or any documents to be executed pursuant to this Lease by any of the parties hereto shall be Gwinnett County, State of Georgia.

28. **Special Stipulations.** Insofar as the following stipulations conflict with any of the foregoing provisions, the following shall control:

29.1 **Guaranty.** It is acknowledged and agreed that this Lease shall be personally guaranteed by _____, pursuant to a Guaranty of Lease on a form attached hereto as **Exhibit B.**

29.2 **Landlord Equipment.** Landlord retains title and ownership to all trade fixtures, apparatus and equipment located upon the Premises on the commencement of this Lease, including but not limited to all storage tanks, pumps, dispensers, piping, signage and self-service equipment, heating and cooling systems, walk-in coolers, and electronic monitoring equipment, all of which shall remain the property of the Landlord and shall not, without the prior written consent of Landlord, be removed at any time by Tenant.

29.3 **Lease termination.** Tenant specifically acknowledges and further agrees that in the event this Lease is terminated, any of Tenant's inventory, trade fixtures, equipment or improvements that are not, or cannot be removed in accordance with the other provisions of this Lease within twenty-four (24) hours of the date of such termination, shall become the sole and entire property of Landlord, and Landlord shall have no obligation to reimburse Tenant for any cost or expenses that Tenant may suffer by the abandonment thereof. Nothing contained herein shall relieve or release Tenant from its responsibility to repair all damage to any of the Premises caused by removal of fixtures.

29.4 **Repairs.** Tenant accepts the Premises in "AS IS, WITHOUT WARRANTY" condition.

29.5 **Intentionally Deleted**

29.6 **Financial records and early termination by Landlord.** Tenant agrees that

Landlord

intends to continue to market the property for sale and that it is material to this Lease that Tenant make available to Landlord or other parties interested in the property all sales, sales taxes reports, z-tapes, financials, access to watch operations, cooperate with Landlord and enter into agreements or take such other actions as necessary to assist Landlord in finding a Buyer for the Property of which the Premises is part.

29.7 *Gaming/COAM.* Tenant, or any immediate family member or employee of said Tenant, shall not enter into a written agreement for the placement of COAMs (Coin Operated Amusement Machines) on the premises nor apply for a COAM Location License for the placement of COAMs on the premises, without explicit permission from the Landlord during the term of this lease. Tenant may request for COAM placement authorization from the Landlord in writing and Landlord thereon may allow or disallow the requested placement of COAMs on the premises. Landlord must approve in advance any gaming machine vendor for the Premises.

30. **USA Patriot Act.** Tenant represents to Landlord that: (i) neither Tenant nor any person or entity that directly owns a ten percent (10%) or greater equity interest in the business nor any of its officers, directors or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 (the "Executive Order") signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action; (ii) that Tenant's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, or the regulations or orders promulgated there under (as amended from time to time, the "Money Laundering Act"); and (iii) that throughout the term of this Lease, Tenant shall comply with the Executive Order and with the Money Laundering Act.

31. Additional Provisions.

31.1 *Acknowledgement of Risks.* Without limiting the other terms and conditions of this Lease, Tenant specifically acknowledges and further agrees that: (i) There are inherent risks in the operation of a business at the Premises and Tenant is willing and able to bear such risks, including, without limitation, the loss of any investment in the Premises or such business upon termination of this Lease; (ii) upon termination of this Lease for any reason, Landlord shall have the right to use the Premises as it deems appropriate, including, but not limited to selling the Premises, operating a similar or other business upon the Premises, converting the Premises to any other use Landlord deems appropriate or leasing the Premises to a new lessee; (iii) Landlord has no obligation to lease the Premises to any new lessee, whether or not prospective lessee is willing to purchase Tenant's inventory, trade fixtures, or equipment; (iv) Any improvements, fixtures or equipment that are not or cannot be removed in accordance with the provisions of the Lease shall become the sole and entire property of Landlord upon termination of this Lease; (v) Landlord has no obligation to reimburse Tenant for any losses which Tenant might suffer in the operation of Tenant's business at the Premises or due to the termination of this Lease; and (vi) Landlord has no obligation to purchase any of Tenant's inventory, equipment or trade fixtures, or to reimburse Tenant for any sums invested by Tenant to improve the Premises or the business operated by Tenant on the Premises.

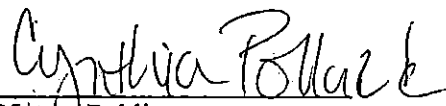
31.2 *Landlord liability.* Landlord's liability under this Lease is limited in all

respects
to its interest in the Premises.

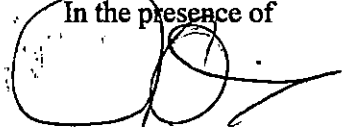
IN WITNESS HEREOF, the parties have hereunto placed their hands and seals the day and year first
written above.

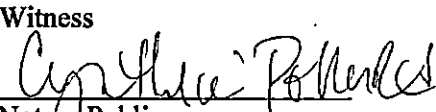
Signed, sealed, and delivered
in the presence of


Witness

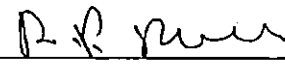

Notary Public

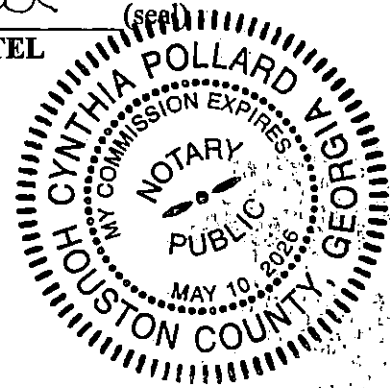
Signed, sealed, and delivered
in the presence of


Witness

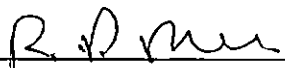

Notary Public

TENANT:

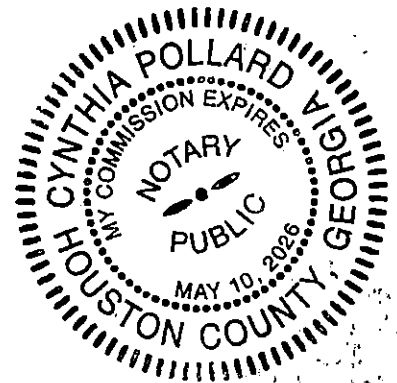
 (seal)
RASIKBHAI PATEL



LANDLORD:
BHUMI 2022 LLC.

 (seal)

By:
Its: OWNER



Case Result | Case Status: Status Returned**SENSITIVE BUT UNCLASSIFIED**

SAVE Response

Applicant Status: Lawful Permanent Resident-Employment Authorized

The applicant is a non-national of the U.S. who has been granted authorization to live and work in the United States permanently as an immigrant. See the [Guide to Understanding SAVE Verification Responses](#) for additional information. Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification Number: 0023124152915QQ
COA Code: SU7
Country of Birth: IND-INDIA
Date Admitted To: INDEFINITE

Agency Submitted Details

Full Name: Rasikbhai P Patel
Date of Birth: [REDACTED]
Alien Number: 073610088
Initiated On: 05/04/2023
Initiated By: JBRO1862
Point of Contact Name: Jackie Brown
Point of Contact Phone Number: [REDACTED]
Requested Benefits: Occup. Tax Cert.
Attached Document: No

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: X R. D. Patel Date: 5-4-23

Business Name BJ FOOD / RASIK 2022 LLC,

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

This 4th day of May, 2023

Cynthia Pollard
NOTARY PUBLIC

May 10, 2026
MY COMMISSION EXPIRES



Owner/Individual Certification

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

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

Title: _____

Business Name: _____

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

This _____ day of _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: BJ FOOD

Business Address: 1471 ROCKYCREEK RD. STE A, MACON, GA 31206

Instructions:

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

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

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

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☒ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **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.

X R. P. Pinner
Applicant/Agent Signature

15-4-23
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 Macon-Bibb County Sheriff's Outreach Section at (478) 803-2710 to schedule an appointment to have a member of the Sheriff's Office inspect 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
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: BJ FOOD / BASIK 2022 LLC

Business Address: 1471 ROCKY CREEK RD, STE A, 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]

Bibb County Sheriff's Designee

7210
Badge No.

04/26/2023
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.

X [Signature]

Applicant/Agent Signature

5-4-22
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>.

<u>X</u> <u>R.D. Patel</u>	<u>RASIKBHAI PATEL</u>	<u>15-4-23</u>
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: BJ FOOD / RASIK 2022 LLC
 Owner's Name: RASIKBHAI PATEL
 Address: 1471 ROCKY CREEK RD STE A
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? \$ 1,260,000.00

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

Please circle one: Relation, see below No Relation

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

RASIKBHAI PATEL
 Printed Name of person completing form

X R. P. Patel
 Signature of person completing form

5-8-23
 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: BJ FOOD / RASIK 2022 LLC

Business Address: 1471 ROCKY CREEK RD. STE A. 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

X R. D. [Signature]
Applicant/Agent Signature

15-4-23
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 applicant: RASTABHAD P. DATEL

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.

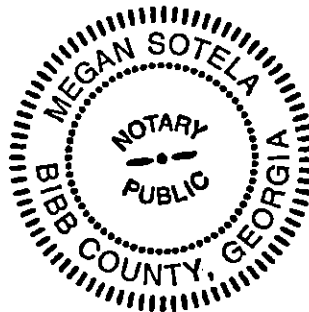
R. P. Date
Print and Sign Name

Sworn to and subscribed before me this

8 day of May, 2023

Megan Sotela
Notary Public

My commission expires:





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

Reviewed By: _____

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Rasikbhai Patel fingerprinted 05/26/23

Business Name: Rasik 2022 LLC dba BJ Food

Business Address: 1471 Rocky Creek Road, Ste A, Macon, GA 31206

After investigation, I recommend that the license requested herein be:		
Granted	DocuSigned by: Sheriff, Macon-Bibb County, Georgia 1C561778CDEE414... 6/5/2023 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 6/14/2023 (Date) EF (Initials)

Comments

Reviewed by Legal. Recommend denial because the business location is a Vice Mart as defined in MBC Sec. 4-1 and the business location shall not receive an alcohol license pursuant to MBC Sec. 4-36(9)(B). Further, the landlord and owner of the real property parcel on which the business is located, Bhumi 2022 LLC, did not provide a certificate of good standing and owes an outstanding balance of \$1,527.48 on tax bill 2022-57424 in violation of MBC Sec. 26-51.

Initials

SF Stephanie Freeman, Administrative Office Specialist

ADDED TO THE JUNE 20, 2023 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

2021 LICENSE FEES (Check All That Apply)					
*Distilled Spirits Packaged to Go	\$2,900	*Malt Packaged to Go	\$800	Wine Packaged to Go	\$700
*Distilled Spirits C.O.P.	\$2,900	*Malt C.O.P.	\$800	Wine *C.O.P.	\$700
*Distilled Spirits Wholesaler	\$3,600	*Malt Wholesaler	\$1,000	Wine Wholesaler	\$800
*Distilled Spirits Manufacturers	\$4,300	*Malt Manufacturer	\$2,500	Wine Manufacturer	\$1,700
Brewpub	\$2,500	Out-of-Town Wholesaler	\$100	Brown Bag	\$300
Malt Beverage Taproom	\$2,500	Cocktail Room	\$2,500	Alcohol Beverage Caterer	\$600
				Temporary Alcohol License	\$100
Please check here if you are applying for a Business Continuation License.					
Business Continuation License 25% of applicable licensing fees					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premises)	

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

\$ 1500 Prorated Alcohol License Fees + \$ 400 Application Fee, if applicable = Total \$ 1900.00

Agent Information

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

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper
7. If any business entity other than Sole Ownership...Must submit copy of GA Secretary of State Business information.
8. If NON-PROFIT entity...Proof on Nonprofit 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.07/2021

Select One: ☒ New Business☐ Change of location☐ Change of Business**BUSINESS**Federal Tax ID #: 921495380 State Tax ID #: 20282546092Business Name: Reliance Food mart Corporate and Trade Name: Sits 3609 LLCLocal Business Address: 3609 pionono Ave macon, ga 31206
(P.O. Box Not Allowed) City State ZipMailing Address: same
(P.O. Box Not Allowed) City State ZipLocal Business Phone #: () Mail Address: Contact Person: **AGENT**Agent's Name: Dinesh patel Agent's Title: owner**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: Dinesh patel Title: owner

Rev. 10/2021

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: Reliance Food MART
Printed Name of Applicant: Dinesh Patel
*Signature of Applicant: Dinesh B Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 3rd DAY OF April, 2023.

[Signature]
NOTARY PUBLIC

February 1st 2026
MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: DINESH PATEL
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 3609 PIO NONO AVE.
BUSINESS NAME: SITS 3609 LLC

To Be Completed by County Engineer

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

By: F. Charles Brooks
F. Charles Brooks, Macon-Bibb County Engineer

Date: 2-13-2023

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

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises

OR

Package Sale to Go
(Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcohol treatment center, public library, and Macon-Bibb Housing Authority unit.

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.

SITS #3609 LLC
#3609 Pio Nono Ave.

3,200' — SCHOOL GROUND property line
South West High School

3,550' — SCHOOL BUILDING
South West High School

7,650' — COLLEGE CAMPUS property line
Central Georgia Technical College

21,650' — ALCOHOL TREATMENT CENTER building
River Edge - Emory Hwy.

5,550' — PUBLIC LIBRARY or BRANCH building
Bloomfield Library

3,150' — MHA housing unit property line
Pendleton Homes

N/A — Vice Mart - Small Box Retail Store - Small Box Discount store
Applicant self-identifies as a
"GAS STATION"

OK!

Paul J. Homowski
February 13, 2023



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

El Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
122209	402388	Print Legal Ad-IPL01161460 - IPL0116146		\$45.00	1	33L

Attention: Reliance Food
Reliance Food Mart SITS 3609 LLC
3609 PIO NONO AVE
MACON, GA 31206

NOTICE

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR BEER, WINE PACKAGED to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the 7th day of April, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as

Reliance Food Mart SITS 3609 LLC 3609 Pio nono Ave. Macon, GA 31206. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This 31st day of March, 2023. **Dingh B. Patul**, Applicant
IPL0116146
Mar 31, Apr 7 2023

To Whom It May Concern:

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

2 insertion(s) published on:
03/31/23, 04/07/23

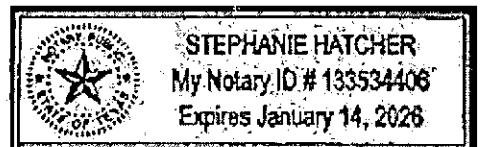
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Semon

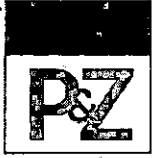
Sworn to and subscribed before me this 6th day of April in the year of 2023

Stephanie Hatcher

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



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



MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO: ZC-2023-270	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 03/30/2023
ISSUED TO NAME:	Dinesh Patel	
	SITS 3609 LLC	
OWNER'S NAME:	RAJ 2000 LLC	
PROPOSED USE:	Existing: Commercial, Industrial, or Institutional	
ADDRESS OF PROPOSED USE:	3609 PIO NONO AVE	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	O094-0066	ZONING DISTRICT: C-4

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change ownership of a convenience store and gas station with alcohol and fuel sales in an existing commercial building (Original Permit #08-1442). No outside storage or sales authorized. No signage change authorized by this permit; signage change shall require 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.

NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 03/30/2024 THIS PERMIT IS NULL & VOID

APPROVED BY: Margaret Peth

NOTICE

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

Control Number : 22265733

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

SITS 3609 LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **12/27/2022** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **12/29/2022**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 12/27/2022 5:27:42 PM

BUSINESS INFORMATION

CONTROL NUMBER	22265733
BUSINESS NAME	SITS 3609 LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	12/27/2022

PRINCIPAL OFFICE ADDRESS

ADDRESS	3609 PIO NONO AVE, MACON, GA, 31206, USA
---------	--

REGISTERED AGENT

NAME	ADDRESS	COUNTY
DINESH PATEL	3609 PIO NONO AVE, MACON, GA, 31206, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
DINESH B PATEL	ORGANIZER	

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	DINESH PATEL
AUTHORIZER TITLE	Organizer

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: Reliance FOOD MART Name of Corporation: SITS 3609 LLC

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

Individual:**Type of Entity and Business Interest:**

Please check appropriate description and complete as required.

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



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: Dinesh Last Name: Patel

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

CERTIFICATION

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

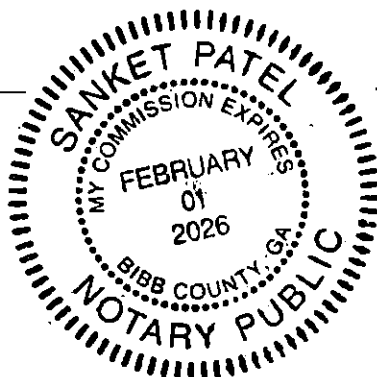
Dinesh B Patel
Applicant's Signature

4/3/23
Date

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

This 3rd day of April, 2023

[Signature]
NOTARY PUBLIC



February 1st 2026
MY COMMISSION EXPIRES

Rev. 7/2021



Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

DINESH PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-04-03

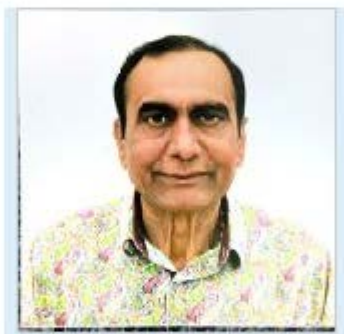
Serial No.

cert_hhdq0132





Dinesh Patel



AH000991

ALCOHOL HANDLER

Exp. 12/31/2023

COMMERCIAL REAL ESTATE LEASE CONTRACT

THIS AGREEMENT, made effective the 1st day of April, 2023, by and between **Raj 2000 LLC**, a Georgia limited liability company with an address of 3609 Pio Nono Ave, Macon, GA 31206, ("Landlord") and **SITS 3609 LLC**, a Georgia limited liability company with an address of 3609 Pio Nono Ave, Macon, GA 31206 ("Tenant").

WITNESSETH:

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

1. Premises. Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, property and improvements located at 3609 Pio Nono Ave, Macon, GA 31206 and more particularly described in Exhibit "A" (the "Premises").

2. Term of Lease. The Term of this Lease shall commence on the 1st day of April 2023 and, unless sooner terminated as hereinafter provided, shall expire on the 31st day of March 2028. This Lease may be renewed, unless terminated sooner as provided hereinafter, for one additional five-year term ("Renewal Term") by Tenant provided Tenant is not in default at time of notice and renewal date. Tenant must give written notice of its election to renew, at least One Hundred Twenty (120) days prior to the end of the Term.

3. Rental. (a) Tenant agrees to pay Landlord, by payments at Landlord's office or at any other address as designated by Landlord, promptly on the first day of each month in advance, during the Term and the Renewal Term of this Lease, rent as follows:

Years 1-5 \$ 7,500.00 per month.
Years 6-10 \$ 8,250.00 per month

An additional sum of ten percent (10%) of any rental payment made subsequent to the grace period after due date shall be paid by Tenant to Landlord. The first month's rent shall due and payable at the execution of this lease.

4. Utility Bills and Taxes. Tenant shall bear and pay all utility bills, including, but not limited to, water charges, sewer, gas, electricity, fuel, telephone, light, and heat for the leased Premises. Tenant shall also bear and pay all charges for garbage collection services or other sanitary services rendered to leased Premises or used by Tenant in connection therewith. Tenant shall bear and pay all ad valorem and other taxes levied against the Premises, fixtures, personal property or the business operated by Tenant. If Tenant fails to pay any of said utility bills, charges for garbage collection or other sanitary services, taxes, or other amounts due, Landlord

may pay same and such payment may be added to the rent next due.

5. Use of Premises. The Premises shall be used for a convenience store and the retail sale of gasoline and other petroleum products. The Premises shall not be used by Tenant for any other purpose unless Landlord agrees in writing to such additional use. The Premises shall not be used for any illegal purpose, nor in any manner so as to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant shall not commit or allow any waste or nuisance upon the leased Premises, and shall maintain the Premises in a clean, neat, orderly, and attractive condition. Landlord shall allow gaming machines for use on the Premises with the Tenant provided they are operated within the appropriate governing laws and Tenant assumes all of the liability associated with any gaming activity on the Premises and Tenant indemnifies Landlord against all claims resulting from any wrong doing related to the gaming machines which indemnity shall survive termination of this Lease.

6. Operation of the Premises. Tenant shall (1) keep the Premises, buildings, equipment, fixtures, rest rooms, sidewalks, approaches, and driveways in good condition, properly lighted, clean, safe, sanitary, and free of trash, rubbish, and other debris; (2) keep the approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice and snow, at all times; (3) not engage in or permit any improper act or conduct on the Premises detrimental to Tenant, or Landlord, or any member of the public; (4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business; (5) keep the business adequately stocked with petroleum products and inventory normally stocked at a convenience store; (6) keep the business open at least 6 a.m. – 9 p.m., seven days per week; and (7) comply with all requests necessary to keep the then existing brand (currently Sunoco) at the location.

Tenant understands that Tenant is required to comply with certain appearance, cleanliness and customer service guidelines of the existing brand or any replacement brand of motor fuel. Tenant shall comply with these guidelines and to provide courteous service to motor fuel customers. Further Tenant agrees to take all action reasonably necessary to maintain the applicable petroleum brand at the location. In the event, Tenant fails to comply with its obligations under this paragraph, Landlord may, in addition to any other rights and remedies available, take such action and/or expend such monies as may be necessary to bring the location into compliance with such guidelines, obligations and any requirements to maintain said brand including those regarding cleanliness. In the event Landlord expends money or resources in this regard, Tenant shall pay to Landlord such money expended and/or the fair market value of the resources expended with the rent payment next due.

7. Abandonment of Leased Premises. Tenant agrees not to abandon or vacate the leased Premises during the period of this Lease and agrees to use said Premises only for purposes herein leased until the expiration or termination hereof. None of the equipment upon the Premises shall be removed from the Premises.

8. Repairs and Maintenance. Landlord gives to Tenant exclusive control of Premises and shall be under no obligation to inspect said Premises. Tenant accepts the leased Premises and equipment in their present condition and as suited for the intended use by Tenant. Tenant shall,

throughout the Term of this Lease and all renewals thereof, at Tenant's expense, maintain in good order and repair the Premises and all equipment, and all other improvements, and fixtures located on the Premises. Tenant further agrees to care for the grounds around the building, including the mowing of grass, care of shrubs, general landscaping. Tenant agrees to return said Premises and the equipment to Landlord at the expiration or prior to termination of this Lease in as good condition and repair as when first received, natural wear and tear excepted. It is acknowledged that the intent of this paragraph is for the Landlord to have no duty to repair or maintain any portion of the Premises or the equipment.

9. Environmental. Tenant shall comply with all environmental laws, rules and regulations pertaining to the operation of the business on the Premises including all of the requirements pertaining to underground storage tanks. Further, without limiting the foregoing, Tenant agrees to the following:

(a) Tenant is involved in the sale of petroleum products upon the Premises. Tenant understands and acknowledges that the leakage of petroleum products from underground tanks and/or other petroleum dispensing equipment is a concern for which Tenant accepts responsibility as the operator of a retail facility. Tenant must take diligent and continual cautions to discover and stop any such leakage through adequate inventory control.

(b) Tenant agrees to notify promptly Landlord of any release or unexplained loss of products. Tenant shall confirm in writing to Landlord any such oral notification within twenty-four (24) hours.

(c) Tenant agrees to retain inventory control compliance records for all underground tanks for a minimum of three (3) years, to make such records available to Landlord for inspection and copying during normal business hours. In no event shall Tenant destroy such inventory control compliance records without making them available to Landlord.

(d) Tenant agrees to inspect the petroleum product storage and handling facility, and surrounding areas at least once a week for indications of possible leakage. This inspection should include, but is not limited to, careful visual review of the following areas: (1) around and under product dispensers; (2) inside remote pump access boxes; (3) inside product full boxes; and (4) low areas, such as pumps, hillsides or culverts. Any indication of leakage (actual product or odors thereof) should be reported promptly as stated above.

(e) Tenant agrees to indemnify, defend, and hold Landlord harmless from all clean-up costs, personal injury, death or property damage claims, and fines or penalties which arise out of or are related to the leakage of petroleum products during the Term or the Renewal Terms of the Lease as the result of any acts or omissions of Tenant. Further Tenant agrees to participate in the GUST Trust Fund and take all actions necessary to maintain eligibility thereunder. Tenant shall be liable for the deductible under the GUST Trust Fund should a release occur. This indemnity shall survive termination of this Lease.

10. Destruction of or Damage to Premises. If Premises are totally or partially destroyed by storm, fire, lightning, earthquake, this Lease shall not terminate, and rental shall not abate and Landlord shall restore Premises to substantially the same condition as existed before damage as

speedily as practicable.

11. Indemnification of Landlord Against Loss or Claim. Tenant shall protect, indemnify, defend, and save harmless Landlord from and against all claims, demands, liability, losses, or costs, whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by Tenant: Tenant shall, at Tenant's expense, provide and keep in force for the benefit of Landlord comprehensive general liability insurance covering the Premises and the business to be operated thereon, in which insurance policy or policies Landlord, as well as Tenant, shall be named as an insured. The said policy or policies of insurance shall provide for limits of liability for bodily injury of not less than \$1,000,000.00 single limit coverage for each accident or occurrence, and not less than \$250,000.00 for property damage. Tenant shall furnish to Landlord evidence of such insurance within fifteen (15) days of the date hereof and at such other times as Landlord may require. Tenant shall defend, indemnify, and save harmless Landlord from and against all claims, demands, liabilities, losses, or costs to which Landlord may be subjected for or by reason of any person, firm, or corporation seeking to hold or holding Landlord liable or in any way responsible for the debts or obligations incurred in any manner in connection with the conduct and operation of the business conducted on the Premises. This indemnity shall survive the termination of this Lease.

12. Insurance of the Premises. Tenant shall, at Tenant's sole cost and expense, keep Tenant's property, inventory and equipment insured. Additionally, Tenant must, at Tenant's cost keep the entire building and improvements located on the Premises insured through an insurance company licensed to do business in the State of Georgia and in the amount of one hundred percent (100%) of the insurable value thereof. Such policies shall provide for payment of loss thereunder to Landlord, Tenant, and any mortgagee or mortgagees as their interest may appear and shall be delivered to Landlord, such mortgagee or mortgagees, or any assignee of Landlord or any mortgagee, if so requested. A certificate of insurance shall be delivered to Landlord annually. Such certificate shall provide that Landlord is an additional insured under the policy and that policies may not be cancelled without 30 days prior written notice to Landlord. Such policies shall provide for insurance coverage against such risks as are or shall be customarily covered with respect to buildings and improvements similar to construction, general location, use, and occupancy to the building then on the Premises, but not less than those which are included in the usual eight point fire insurance policy in the Georgia standard form or extended coverage insurance policy, including fire, windstorm, hail, civil commotion, collapse of building, explosion, riot, damage from aircraft and vehicles, smoke and glass, vandalism, and malicious mischief.

13. Governmental Orders. Tenant agrees that, at Tenant's own expense, Tenant will promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of said Premises.

14. Condemnation. If the whole of the leased Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, shall be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the Term hereby granted shall cease from the date when possession thereof is taken by public authorities, and

rental shall be computed and paid as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that Tenant waives any and all rights in any award made by any condemnation authority notwithstanding the termination of the Lease as herein provided.

15. Assignment and Subletting. Tenant may assign and/or sublet this Lease without the prior written consent of Landlord, but Tenant shall remain liable under this lease and the successor in interest must also sign an assignment and assume all liabilities.

16. Default. It is mutually agreed that in the event Tenant shall default in the payment of rent after given 5 days written notice to cure the default, including additional rent, herein reserved, or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the payment of rent, including but not limited to those enumerated in paragraph 6 and not cleared the default after given twenty day written notice ; **OR IF THE BUSINESS OPERATED UPON THE PROPERTY IS DEBRANDED FROM THE APPLICABLE PETROLEUM BRAND AS THE RESULT OF THE ACTS OR OMISSIONS OF TENANT;** or if a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act is filed as to Tenant; or if a receiver is appointed for Tenant's property; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for the benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant; or if Tenant violates or is in default of any other agreements between Landlord and Tenant; or if Tenant breaches or is in default of the Supply Agreement for the Premises or causes through its acts of omissions an actual or threatened debranding of the Premises by the then current supplier or brand, Landlord at its option may (i) terminate this Lease by written notice to Tenant whereupon this Lease shall terminate immediately and possession of the Premises shall immediately be returned to Landlord; (ii) not terminate this Lease and enter the Premises and take possession thereof and relet the Premises or any portion thereof on such terms as Landlord deems appropriate. Any rent from any reletting shall be applied to any indebtedness other than rent owing to Landlord, second to Landlord's attorneys fees and brokerage fees and other expenses of exercising its rights, and third, to the rent due. Tenant agrees to pay any deficiency within ten (10) days of demand by Landlord therefor; or (iii) pursue separately or concurrently, any and all other remedies allowed by law or in equity.

Any notice provided in this paragraph may be given by Landlord or its attorney. Upon Lease termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer, or other tort. If Tenant refuses to surrender possession immediately, Landlord may institute appropriate legal proceedings and Tenant agrees that Landlord may obtain injunctive relief for removal of Tenant, should Tenant's leasehold become subject to cancellation hereunder.

It is expressly agreed that no termination of this Lease as the result of Tenant's default or breach shall have the effect of releasing Tenant from his obligation to pay the full Rent due for the entire period of the then existing Term or Renewal Term.

17. Entry for Carding, etc. Landlord may card Premises "For Rent" or "For Sale" sixty (60) days before termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

18. Mortgagee's Rights. Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be, placed upon the Premises by Landlord. Tenant shall execute and deliver (subject to delays caused by Landlord's lender or other third parties), within ten (10) business days after receipt of written request by Landlord an subordination, non-disturbance and attornment agreement ("SNDA") with respect to any such deed to secure debt.

Tenant agrees, from time to time and within 10 business days after written request by Landlord, to deliver to Landlord's lender or prospective purchaser of the Premises, an estoppel certificate stating, to the best of the knowledge of Tenant's manager of the Premises, such factual matters pertaining to this Lease as may be reasonably requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this section may be relied upon by any prospective purchaser or mortgagee of the Premises or of any interest therein.

19. No Estate in Land. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant's interest in the Premises is possessory only, and personal to Tenant, and is not subject to levy or sale, nor assignable by Tenant except by Landlord's consent.

20. Holding Over. If Tenant remains in possession of the Premises after expiration of the Term hereof, with or without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a Tenant at will at 150% the rental rate in effect at the end of the Lease. There shall be no renewal of this Lease by operation of law.

21. Attorney's Fees and Homestead. If any rent owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay reasonable attorney's fees. Tenant waives all homestead rights and exemptions which it may have under any law against any obligations owing under this Lease. Tenant hereby assigns to Landlord its homestead and exemption.

22. Security Deposit. Tenant shall deposit with Landlord one month's rent in the amount of \$7,500.00 at the commencement of this Lease. Upon the expiration of this Lease, at which time there was no default by the Tenant, Landlord shall return the Security Deposit to Tenant. If Tenant fails to timely pay the rental amount as it becomes due, Landlord shall apply the Security deposit towards the rental amount and Tenant must refresh the Security Deposit with Landlord upon request.

23. Service of Notice. Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the leased Premises at the time, or occupying said Premises. If no person is in charge of occupying said Premises, then such service or notice may be made by

attaching the same on the main entrance to the Premises. A copy of all notices under this Lease shall also be sent to Tenant's last known address, if different from the Premises.

24. No Waiver of Rights. All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative, including those rights given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

25. Legality of Agreement. In the event any portion or portions of this Lease are declared unconstitutional, illegal, void, or of no force and effect, the balance of this Lease shall remain in full force and effect and enforceable as a binding contract.

26. Time of Essence. Time is of the essence of this agreement.

27. Terms Inclusive. This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. "Landlord" as used in this Lease shall include Landlord, its assigns, and successors. "Tenant" shall include Tenant, his heirs, and representatives, and if this Lease shall be validly assigned or sublet, shall also include Tenant's assignees or sublessees, as to such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, and shall also include any corporation, partnership, or individual, as may fit the particular parties.

28. Additional Provisions.

28.1. Without limiting the other terms and conditions of this Lease, Tenant specifically acknowledges and further agrees that: a) There are inherent risks in the operation of a business at the Premises and Tenant is willing and able to bear such risks, including, without limitation, the loss of any investment in the Premises or such business upon termination of this Lease; b) upon termination of this Lease for any reason, Landlord shall have the right to use the Premises as it deems appropriate, including, but not limited to, selling the Premises, operating a gas station or convenience store upon the Premises, converting the Premises to any other use Landlord deems appropriate or leasing the Premises to a new lessee; c) Landlord has no obligation to lease the Premises to any new lessee, whether or not prospective lessee is willing to purchase Tenant's inventory, trade fixtures, or equipment; d) Any improvements, fixtures or equipment are not or cannot be removed in accordance with the provisions of the Lease shall become the sole and entire property of Landlord upon termination of this Lease; e) Landlord has no obligation to reimburse Tenant for any losses which Tenant might suffer in the operation of Tenant's business at the Premises or due to the termination of this Lease; and f) Landlord has no obligation to purchase any of Tenant's inventory, equipment or trade fixtures, or to reimburse Tenant for any sums invested by Tenant to improve the Premises or the business operated by Tenant on the Premises.

28.2. Tenant hereby releases and forever discharges Landlord, its affiliates and their respective shareholders, directors, officers, employees and agents (collectively, the "Released Parties") from any and all losses, damages, injuries, claims, demands, rights and

causes of action, which may befall or accrue to Tenant arising out of or in any way connected with the following: a) Landlord's exercise of its right to terminate this Lease; b) Landlord's exercise of any other right under this Lease; c) Landlord's refusal to reimburse Tenant for any investment or improvements made by Tenant in the Premises or in Tenant's business; d) Landlord's refusal to approve any subsequent lessee; e) Tenant's inability to sell Tenant's inventory, equipment or trade fixtures; or f) Landlord's refusal to purchase Tenant's inventory equipment or trade fixtures.

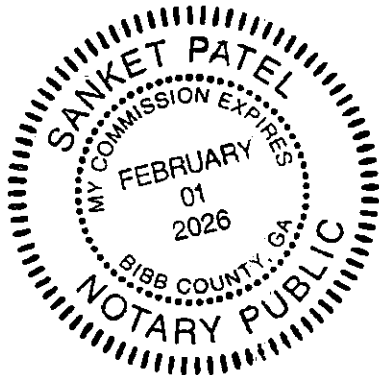
29. Guaranty. The Lease will be separately guaranteed by Dinesh Bhychandbhai Patel

WITNESS OUR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE

WRITTEN.

LANDLORD:

RAJ 2000 LLC



By: B. S. Patel (L.S.)
Bakabhai Patel, sole member

TENANT:

SITS 3609 LLC

By: Dinesh B Patel (L.S.)
Dinesh Bhychandbhai Patel, sole member

Witness my hand and official stamp or seal,
this 1st day of April, 2022.

My commission expires: Feb 1st 2026

Witness: [Signature]

Date: 4-1-2023

OPERATING AGREEMENT

SITS 3609 LLC

THIS OPERATING AGREEMENT is made and entered effective on **12/27/2022, DINESH PATEL**

SECTION 1

1.1 *Formation.* Effective **12/27/2022**, the partners form a corporation under the name **SITS 3609 LLC** on the terms and conditions in this Operating Agreement. The partners agree to file with the appropriate agency within the State of Georgia charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 *Name.* The business of the Company will be conducted under the name **SITS 3609 LLC** or such other name upon which the officers may unanimously agree.

1.3 *Purpose.* The purpose of the Company is to engage in any lawful act or activity for which an Incorporation may be formed within the State of Georgia.

1.4 *Office.* The Company will maintain its principal business office within the State of Georgia at the following address: **3609 PIO NONO AVE, MACON, GA 31206**

1.5 *Registered Agent.* **DINESH PATEL** is the Company's initial registered agent in the State of Georgia, and the registered office is **3609 PIO NONO AVE, MACON, GA 31206**

1.6 *Term.* The term of the Company commences on **12/27/2022** and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 *Names and Addresses of officers.* The officers' names and addresses are attached as Schedule 1 to this Agreement.

1.8 *Admission of Additional Officers.* Except as otherwise expressly provided in this Agreement, no additional officers may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the officers.

SECTION 2

CAPITAL CONTRIBUTIONS

2.1 *Initial Contributions.* The Officers initially shall contribute to the Company capital as described in Schedule 2 attached to this Agreement.

2.2 *Additional Contributions.* No officers shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the officers.

2.3 *No Interest on Capital Contributions.* Officers are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

SECTION 3

ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 *Profits/Losses.* For financial accounting and tax purposes, the Company's net profits, or net losses shall be determined on an annual basis and shall be allocated to the Officers in proportion to each Member's relative capital interest in the Company as set forth in Schedule 2 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 *Distributions.* The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

SECTION 4

INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

SECTION 5

POWERS AND DUTIES OF OFFICERS

5.1 *Management of Company.*

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the Members.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

5.2 *Decisions by Members.* Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.

5.3 *Withdrawal by a Member.* A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

SECTION 6

SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 *Organization Expenses.* All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 *Salary.* No salary will be paid to a member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by most of the Members.

6.3 *Legal and Accounting Services.* The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7

BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

7.1 *Method of Accounting.* The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 *Fiscal Year; Taxable Year.* The fiscal year and the taxable year of the Company is the calendar year.

7.3 *Capital Accounts.* The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 *Banking.* All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by most of the Members. Company funds will be invested or deposited with an institution, the accounts, or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 8

TRANSFER OF OFFICERS INTEREST

8.1 *Sale or Encumbrance Prohibited.* Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of all the other no transferring Members determined on a per capita basis.

8.2 *Right of First Refusal.* Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2 For a period of 60 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 60-day notice period.

8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 *Substituted Parties.* Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to affect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not averse to the Company or the other Members.

8.4 *Death, Incompetency, or Bankruptcy of Member.* On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

8.5 *Death Buy Out.* Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 The value of each Member's Interest in the Company will be determined on the 12/27/2022 this Agreement is signed, and the value will be endorsed on Schedule 3 attached and made a part of this Agreement. The value of each Member's Interest will be re-determined unanimously by the Members annually unless the Members unanimously decide to re-determine those values more frequently. The Members will use their best efforts to endorse those values on Schedule 3. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member; provided, however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.

8.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the 12/27/2022 of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a 12/27/2022 designated by the Company, not be later than 90 days

after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$1,000.00, the purchase price will be paid in cash; if the purchase price is \$1,000.00 or more, the purchase price will be paid as follows:

(1) \$1,000.00 in cash, bank cashier's check, or certified funds.

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors, and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

Events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company.

9.1.2 The agreement of all the Members.

9.1.3 By operation of law; or

9.1.4 The death, incompetence, expulsion, or bankruptcy of a member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all the remaining Members, within 120 days after the 12/27/2022 of the event, elect to continue the business of the Company.

9.2 *Winding Up.* On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be

applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the 12/27/2022 of the distribution, in the following order:

9.2.1 to payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members.

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the 12/27/2022 of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

SECTION 10

GENERAL PROVISIONS

10.1 *Amendments.* Amendments to this Agreement may be proposed by all Members. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all the officers.

10.2 *Governing Law.* This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Georgia (without regard to principles of conflicts of law).

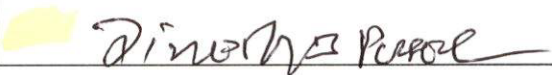
10.3 *Entire Agreement; Modification.* This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 *Attorney Fees.* In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of

Listing of Officers - Schedule 1
OPERATING AGREEMENT FOR
SITS 3609 LLC
LISTING OF OFFICERS

As of **12/27/2022**, the following is a list of Officers of the Company:

<u>NAME OF OFFICER</u>	<u>% IN BUSINESS</u>	<u>SS NUMBER</u>	<u>ADDRESS</u>
DINESH PATEL	100%		

<u>NAME OF OFFICER</u>	<u>SIGNED AND AGREED THIS</u>
DINESH PATEL	X 

NOTARY FORM

STATE OF Ga.

COUNTY OF Bibb

I, Katrina Lynch, a Notary Public do hereby certify that on this 23 day of Jan, 2022, **DINESH PATEL** personally appeared before me and known to me to be the person whose name is subscribed to the foregoing instrument and swore and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

Notary Public, State of Ga.

Name, Typed or Printed: Katrina Lynch

My Commission Expires: 12-28-26



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: Dinesh B Patel Date: 4/3/23

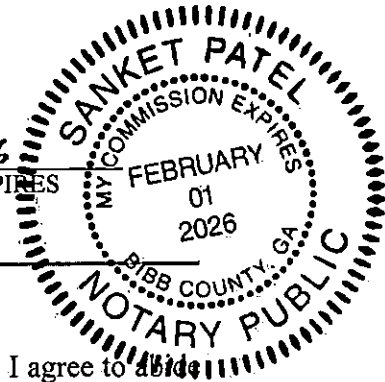
Business Name Reliance FOOD MART

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

This 3rd day of April, 2023

[Signature]
NOTARY PUBLIC

February 1st 2026
MY COMMISSION EXPIRES



Owner/Individual Certification

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

Individual/Owner's Signature: Dinesh B Patel Date: 4/3/23
(If different from Agent)

Title: owner

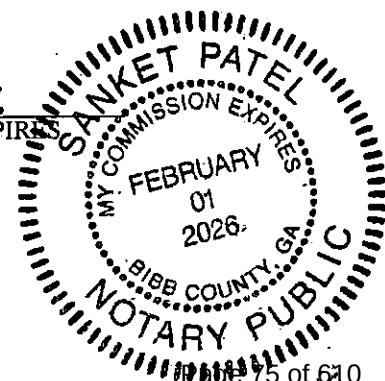
Business Name: Reliance Food mart

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

This 3rd day of April, 2023

[Signature]
NOTARY PUBLIC

February 1st 2026
MY COMMISSION EXPIRES



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Reliance Food MART

Business Address: 3609 ~~RETTA~~ pionono AVE macon GA 31206

Instructions:

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

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

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

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☒ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **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.

Dinesh B. Patel
Applicant/Agent Signature

4/3/23
Date

SECURITY CAMERA COMPLIANCE VERIFICATION
--

Instructions:

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

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

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

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

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

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

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

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

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

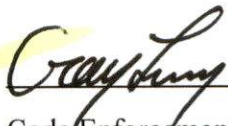
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

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

Business Name: Reliance Food Mart

Business Address: 3609 pionono Ave macon GA 31206

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



Code Enforcement Department Designee

4/17/23
4/3/23

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.

Dinesh B Patel

Applicant/Agent Signature

4/3/22

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>.

<u>Dinesh B Patel</u>	<u>Dinesh Patel</u>	<u>4/3/23</u>
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: Reliance Food MART
 Owner's Name: Dinesh patel
 Address: 3609 PIONEER AVE MACON, GA
31206

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

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

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

Please circle one: Relation, see below No Relation

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

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

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

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

Dinesh Patel
 Printed Name of person completing form

Dinesh B patel
 Signature of person completing form

4/3/23
 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: Reliance Food MART

Business Address: 3609 Pionero Ave Macon, GA 31206

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

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

Dinesh B Patel
Applicant/Agent Signature

4/3/23
Date

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

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Dinesh patel (owner)

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

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

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

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.

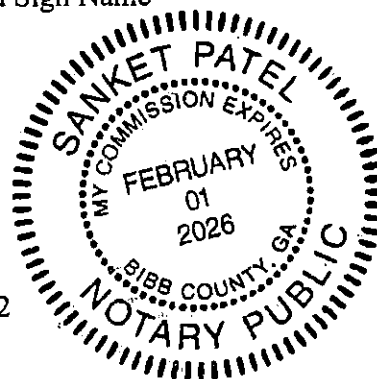
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent 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.

Dinesh patel Dinesh B Patel
Print and Sign Name

Sworn to and subscribed before me this
3rd day of April, 2023.


Notary Public

My commission expires: February 1st 2026



Page 2 of 2

Rev. April 2022
See O-22-0011

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Bakabhai patel (Land Lord)

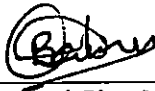
2. Name of the subject of this Certificate, if different from the applicant:

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: <u>Beer and wine</u>	

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.


Bakabhai patel
 Print and Sign Name

Sworn to and subscribed before me this
3rd day of April, 2023.


 Notary Public

My commission expires: February 1st 2026

Page 2 of 2



Rev. April 2022
 See O-22-0011



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

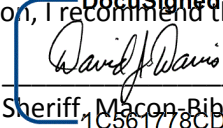
Reviewed By: _____

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Dinesh Patel fingerprinted 06/01/23

Business Name: Sits 3609 LLC dba Reliance Food Mart

Business Address: 3609 Pio Nono Avenue, Macon, GA 31206

After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	6/5/2023 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 6/14/2023 (Date) DS FA (Initials)

Comments

Reviewed by Legal. Recommend approval.

Initials

DS SF
Stephanie Freeman, Administrative Office Specialist

Added to the June 20, 2023 Pre Commission



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

2021 LICENSE FEES (Check All That Apply)					
*Distilled Spirits Packaged to Go	\$2,900	*Malt Packaged to Go	\$800	Wine Packaged to Go	\$700
*Distilled Spirits C.O.P.	\$2,900	*Malt C.O.P.	\$800	Wine *C.O.P.	\$700
*Distilled Spirits Wholesaler	\$3,600	*Malt Wholesaler	\$1,000	Wine Wholesaler	\$800
*Distilled Spirits Manufacturers	\$4,300	*Malt Manufacturer	\$2,500	Wine Manufacturer	\$1,700
Brewpub	\$2,500	Out-of-Town Wholesaler	\$100	Brown Bag	\$300
Malt Beverage Taproom	\$2,500	Cocktail Room	\$2,500	Alcohol Beverage Caterer	\$600
				Temporary Alcohol License	\$100
Please check here if you are applying for a Business Continuation License.					
Business Continuation License 25% of applicable licensing fees					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premises)	

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

\$ _____ Prorated Alcohol License Fees + \$ 400 Application Fee, if applicable = Total \$ _____

Agent Information

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

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper
7. If any business entity other than Sole Ownership...Must submit copy of GA Secretary of State Business information.
8. If NON-PROFIT entity...Proof on Nonprofit 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.07/2021

Select One: New Business Change of location Change of Business**BUSINESS**Federal Tax ID #: 88-3663699 State Tax ID #: 308761254Business Name: SHURLINGTON PACKAGE STOPS Corporate and Trade Name: VOGI BAPA 22 LLCLocal Business Address: 1931 SHURLING DR MACON, GA 31211
(P.O. Box Not Allowed) City State ZipMailing Address: 1931 SHURLING DR MACON, GA 31211
(P.O. Box Not Allowed) City State ZipLocal Business Phone #: Contact Person: **AGENT**Agent's Name: SAVITABEN PATEL Agent's Title: OWNER**INDIVIDUAL/OWNER INFORMATION**Will the Agent named above also serve as the Applicant of this license? ☒ Yes ☐ No If no, complete the following:

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 10/2021

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print):	<u>SAVITABEN. D. PATEL</u>



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



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

*

S. D. PATEL
Signature

4/13/23
Date

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

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

Purpose Code used: (check one)

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

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

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

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

Agency Designee Signature and Title

Date

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

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

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

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

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

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

Business Name: YOGIBAPAZA LLC (DBA) SHURLINGTON PACKAGE STORE

Printed Name of Applicant: SAVITAGEN PATEL

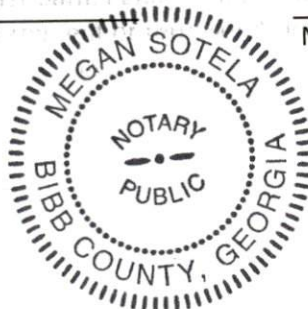
*Signature of Applicant: S.D.PATEL

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 13 DAY OF April, 2023.

Megan Sotela
 NOTARY PUBLIC

March 21, 2027
 MY COMMISSION EXPIRES



Case Result | Case Status: Status Returned



SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident - Employment Authorized
The applicant is a non-national of the U.S. who has been granted authorization to live and work in the United States permanently as an immigrant. See the [Guide to Understanding SAVE Verification Responses](#) for additional information. Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification Number: 0023151163904TT
COA Code: IR5
Country of Birth: IND -INDIA
Date Admitted To: INDEFINITE

Agency Submitted Details

Full Name: Savitaben D Patel
Date of Birth: [REDACTED]
Alien Number: 060882133
Initiated On: 05/31/2023
Initiated By: JBRO1862
Point of Contact Name: Jackie Brown
Point of Contact Phone Number: [REDACTED]
Requested Benefits: Occup. Tax Cert.
Attached Document: No

MEASUREMENT FORM

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

APPLICANT: SAVITABEN PATEL

PROPOSED LICENSE: BEER, WINE AND LIQUOR PACKAGED TO GO

BUSINESS LOCATION: 1931 SHURLING DR.

BUSINESS NAME: YOGIBAPA 22 LLC DBA SHURLINGTON PACKAGE STORE

To Be Completed by County Engineer

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

By: F. Charles Brooks
F. Charles Brooks, Macon-Bibb County Engineer

Date: 10-19-2022

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

RETAIL SALES of DISTILLED SPIRITS to GO

300' from business building corner to nearest corner of church, alcohol treatment center, public library, or MHA property. 600' school ground, school building, education building, or college campus.

800' — Shurlington Package Store
#1931 Shurling Drive
CHURCH BUILDING

11,300' — Shurlington Methodist Church
ALCOHOL TREATMENT CENTER building

340' — River Edge - Emery Hwy.
PUBLIC LIBRARY or BRANCH building

6,600' — Shurling Branch
MHA property line

2,200' — Davis Homes
SCHOOL GROUND property line

2,875' — MLK Elementary
SCHOOL BUILDING

2,875' — MLK Elementary
EDUCATION BUILDING

14,300' — MLK Elementary
COLLEGE CAMPUS

6,350' — Mercer University #433 Cherry St.
Existing PACKAGE STORE (1500'+ required)

Sportsman Package Store #2

OK!

Paul J. Henowski

October 18, 2022



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
109769	333144	Print Legal Ad-IPL00943530 - IPL0094353		\$25.00	1	31 L

Attention: SHURLINGTON PACKAGE

SHURLINGTON PACKAGE STORE YOGI BAPA 22 LLC
1931 Shurling Drive
MACON, GA 31211

NOTICE

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST FOR Beer, Wine, Liquor Pack-
aged to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the 25th day of October, 2022, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as **Shurlington Package Store** dba YOGI BAPA 22 LLC 1931 Shurling Dr. Macon, GA 31211. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below."

This 18th day of October, 2022, Ap-
plicant
IPL0094353
Oct 18, 2022

To Whom It May Concern:

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

No. of Insertions: 2

Beginning Issue of: 10/18/2022

Ending Issue of: 10/25/2022

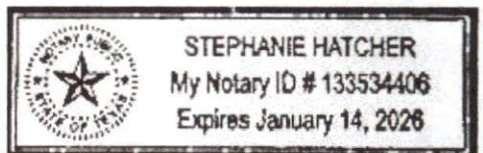
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 26th day of
October in the year of 2022

Stephanie Hatcher

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



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



MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO: ZC-2022-810	PERMIT TYPE: PU	DATE OF ISSUE: 10/11/2022
ISSUED TO NAME:	Savitaben Patel	
	Yogibapa 22 LLC	
OWNER'S NAME:	MCBREARTY MICHAEL D - MCBREARTY NANCY B	
PROPOSED USE:	Existing: Commercial, Industrial, or Institutional	
ADDRESS OF PROPOSED USE:	1931 SHURLING DR	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	T063-0003	ZONING DISTRICT: C-1—NEIGHBORHOOD COMMERCIAL DISTRICT

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application for a beverage store with alcohol packaged to go; No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should it occupy more, than this, a conditional use for an amusement facility is required. Subject to the requirements of Business Development Services. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Any permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, the zoning permit must be displayed on the premises together with the business license.

NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 10/11/2023 , THIS PERMIT IS NULL & VOID

APPROVED BY: Chountelle Hudson

NOTICE

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

Control Number : 22170650

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

YOGIBAPA22 LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **08/09/2022** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **08/11/2022**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 8/9/2022 11:31:59 AM

BUSINESS INFORMATION

CONTROL NUMBER	22170650
BUSINESS NAME	YOGIBAPA22 LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	08/09/2022

PRINCIPAL OFFICE ADDRESS

ADDRESS	1931 SHURLING DR, MACON, GA, 31211, USA
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REGISTERED AGENT

NAME	ADDRESS	COUNTY
SAVITABEN PATEL	1931 SHURLING DR, MACON, GA, 31211, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
SAVITABEN PATEL	ORGANIZER	1931 SHURLING DR, MACON, GA, 31211, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	SAVITABEN PATEL
AUTHORIZER TITLE	Organizer

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: SHURLINGTON PACKAGE STORE Name of Corporation: YOGIBAPA 22 LLC

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

Individual:

Name and Title: SAVITABEN PATEL (OWNER) Telephone Number: [REDACTED]

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

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



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

Alcohol Handler's Beverage License Renewal Application

APPLICANT

First Name: SAVITA BEN

Last Name: PATEL

- ☐ 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.
- ☐ Two current color (passport size) photographs of applicant.
- ☐ \$25 money order, cashier's check, or personal check payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

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

S. D. PATEL
Applicant's Signature

11/17/22
Date

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

This 11 day of 17, 2022
James Jackson Jr.
NOTARY PUBLIC

MY COMMISSION EXPIRES





Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

SAVITABEN PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2020-09-22

Serial No.

cert_77rks9fn





Savitaben Patel



AH000184
ALCOHOL HANDLER
Exp. 12/31/2023

COMMERCIAL LEASE CONTRACT

THIS LEASE, made this 15 day of Aug., 2022, by and between
Jay Guruhari Krupa, LLC, a Georgia limited liability company, first party (hereinafter called
 "Lessor"); and **Yogibapa22 LLC**, a Georgia limited liability company, second party (hereinafter
 called "Lessee");

WITNESSETH:

PREMISES: The Lessor, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved and contained, to be paid, kept and performed by the Lessee, has leased and rented, and by these presents does lease and rent, unto the said Lessee, and said Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the real estate consisting of 2,154 square feet, more or less, and known under the present system of numbering as 1931 Shurling Drive, Macon, Bibb County, Georgia 31211, known as Shurling Package Store. Said property is further described in part on Exhibit "A", attached hereto and made a part hereof, including liquor store and all attachments, (hereinafter call the "Premises").

TERM: The initial term of this Lease shall be for Twenty Four (24) months commencing on August 15, 2022, and ending on August 14, 2024.

RENTAL: Lessee agrees to pay Lessor promptly on the first day of each month in advance, during the term of this Lease, a monthly rental in the amount of Two Thousand Dollars and Zero Cents (\$2,000.00) per month. Commencing on August 15, 2023 such rental amount shall be increased to Twenty Five Hundred Dollars per month (\$2,500.00).

Initial Lease Payment: \$2,000.00

Beginning August 15, 2023: \$2,500.00

PLACE OF PAYMENT OR RENT: The Fixed monthly Rent and other sums required of Lessee under this Lease, will be paid by Lessee to Lessor at the address set forth below or to such other place as Lessor may notify Lessee.

ADDITIONAL RENT BASED UPON LATE PAYMENT: If Lessee defaults, for more than five (5) days in the payment of any monthly installment of Fixed Monthly Rent or any of the sums required of Lessee under the Lease, or if Lessee, within ten (10) days after demand from Lessor, fails to reimburse Lessor for any expenses incurred by Lessor pursuant to the Lease, together with interest, then Lessee will pay Lessor, as Additional Rent, a late charge of five percent(5%) of the rent or expense.

UTILITY BILLS: Lessee shall be responsible for the payment of all utilities, including but not limited to telephone, gas, water, sewer, and electricity.

USE OF PREMISES: Premises shall be used for a Liquor Store. Premises shall not be used for any illegal purposes or in any manner to create any nuisance or trespass.

ABANDONMENT OF LEASED PREMISES: Lessee may not abandon or vacate the Premises during the term of this Lease Agreement without the prior written consent of Lessor.

CONSTRUCTION AND REPAIRS: During the term of this Lease Agreement, the Lessee shall be responsible for the repairs and maintenance with respect to the roof, exterior walls and structural aspects of the Premises.

Lessee agrees at Lessee's expense, to keep clean and in good order and repair all parts and portions of the demised premises excluding only such repairs as lessor is specifically obligated to make hereunder. Lessee's obligation to repair shall include the obligation to maintain, service and replace. Without limiting the generality of the foregoing in any way, Lessee expressly agrees that such obligation to repair, maintain, service, and replace shall extend to all heating, electrical, air

conditioning, sprinkling system, plumbing fixtures and sewerage pipes, being responsible for all damages to the property of Lessor's other tenants in said building caused by the overflow or breakage of any pipes in said premises during the term of this lease, to all exterior and/or interior doors, all door closers, and frames, and to all mechanical equipment of any nature located upon the demised premises, and that their obligation to keep in good order and repair shall include all necessary painting. Lessee's obligation to repair shall include any heating and air conditioning system or portion thereof, which is designed primarily to serve the demised premises, even though located outside of the demised premises.

Lessor shall make no repairs or maintenance to the premises.

TAXES: During the term of this Lease Agreement, the Lessee shall pay the ad valorem taxes or other assessments with respect to the Premises, which amount shall be prorated for the first and last calendar years of this Lease term.

DESTRUCTION OF OR DAMAGE TO PREMISES: If the Premises, during the term, are damaged or destroyed by storm, fire, lightning, earthquake or other casualty, then the Lessor shall restore the buildings and improvements on the Premises to substantially the same condition as before the damages as speedily as practicable. If Lessor has not commenced repairs within sixty (60) days and completed the same within one hundred fifty (150) days after any such casualty, then this Lease and all obligations of Lessor and Lessee hereunder shall be terminated. Rent shall abate during the time period that the Premises cannot be used by Lessee.

INDEMNITY: Lessee agrees to indemnify and save harmless the Lessor against all claims for damages to persons or property by reason of Lessee's use or occupancy of the Premises and all expenses incurred by Lessor because thereof, including attorney's fees and court costs.

Lessee shall, at all times during the term, keep in force a general liability insurance policy

with at least \$1,000,000 per occurrence, issued by companies licensed to do business in the State of Georgia, in which Lessee and Lessor are both shown as named insureds. Lessee shall furnish to Lessor promptly on the commencement of the Term hereof and on each anniversary of the commencement during the entire Term hereof, a certificate of the insurer showing such insurance to be in force and noncancellable without ten days' prior written notice to Lessor.

The Lessee shall be responsible and shall pay for the fire and casualty insurance with respect to the premises, with the Lessor as the name insured with respect to such policy.

GOVERNMENTAL ORDERS: Lessee agrees, at his own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Lessee's occupancy of said Premises.

CONDEMNATION: If the whole of the leased premises, or such portion thereof as will make Premises unusable for the purposes herein leased, is condemned by any legally constituted authority for any public use or purpose, then in either of said events, the term hereby granted may cease, at Lessee's option, from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Lessor and Lessee as of that date. It is further understood and agreed that the Lessor shall be entitled to any award made by any condemning authority with respect to the Premises. Lessee may proceed against the condemning authority for any losses incurred by Lessee by the condemnation which will not reduce the award to Lessor.

ASSIGNMENT AND SUBLETTING: Lessee may not assign or sublease this Lease or any interest hereunder, without prior written consent of the Lessor.

REMOVAL OF EQUIPMENT: Lessee may, (if not in default hereunder) prior to the expiration of this Lease or any extension thereof, remove all fixtures and equipment which it has placed on the Premises, provided Lessee repairs all damage to Premises caused by such removal, and

provided said equipment is not deemed to be part of the realty.

CANCELLATION OF LEASE BY LESSOR: It is mutually agreed that in the event the Lessee shall default in the payment of rent herein reserved, when due, and fails to cure said default within ten (10) days after written notice thereof from Lessor; or if Lessee shall be in default in performing any of the terms or provisions of this Lease other than the provisions requiring the payment of rent and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Lessor; or if Lessee is adjudicated bankrupt; or if a permanent receiver is not removed within sixty (60) days after written notice from Lessor to Lessee to obtain such removal; or if, whether voluntarily or involuntarily, Lessee takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Lessee makes an assignment for benefit of creditors; or if Lessee's effects should be levied upon or attached under process against Lessee, not satisfied or dissolved within thirty (30) days after written notice from Lessor to Lessee to obtain satisfaction thereof; then, and in any of said events, Lessor at their option may at once, or within six (6) months thereafter (but only during continuance of such default or condition), terminate this Lease by written notice to Lessee; whereupon the Lease shall end. After notice of termination provided in this paragraph may be given by Lessor, Lessee will at once surrender possession of the Premises to Lessor and remove all Lessee's effects therefrom; and Lessor may, as allowed by law, forthwith re-enter the Premises and repossess himself thereof, and remove all persons and effects therefrom.

NO SETOFF AND APPLICATION:

(A) No Setoff. Lessee will pay Lessor all Rent, and other sums required of Lessee under the Lease, without abatement, deduction, or setoff, and irrespective of any claim Lessee may have against Lessor; and this covenant will be deemed independent of any other terms, conditions or covenants

of this Lease.

(B) Application. No payment by Lessee or receipt by Lessor of an amount less than the full Fixed Monthly Rent or other sums required of Lessee under the Lease, will be deemed anything other than a payment on account of the earliest Fixed monthly Rent or other sum due from Lessee under the Lease. No endorsements or statements on any check or any letter accompanying any check or payment of Fixed Monthly Rent or other sum due from Lessee under the Lease, will be deemed an accord and satisfaction of Lessor. Lessor may accept any check for payment from Lessee without prejudice to Lessor's right to recover the balance of Fixed Monthly Rent or other sum due from Lessee under the Lease, or to pursue any other right or remedy provided under this Lease or by Requirements.

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

EXTERIOR SIGNS: Lessee shall have the right to place on the building and the Premises signs or other advertising devices advertising its business operations, as long as such signs comply with all governmental regulations.

ENTRY FOR CARDING, INC.: Within twenty-four (24) hours written notice to the Lessee, Lessor may card Premises "For Rent" or "For Sale" thirty (30) days before the termination of this Lease. Lessor may enter the Premises at reasonable hours to exhibit same to prospective purchasers or lessees and to make repairs required of Lessor under the terms hereof.

EFFECT OF TERMINATION OF LEASE: No termination of this Lease prior to the

normal ending hereof, by lapse of time or otherwise, shall affect Lessor's right to collect rent for the period prior to termination thereof.

NO ESTATE IN LAND: This contract shall create the relationship of Lessor and Lessee between the parties hereto; no estate shall pass out of Lessor.

HOLDING OVER: If Lessee remains in possession of premises after expiration of the term hereof, with Lessor's acquiescence and without any express agreement of parties, lessee shall be a lessee at will at the prevailing rental rate in effect at end of this Lease; and there shall be no renewal of this Lease by operation of Law.

ATTORNEY'S FEES: If any rent or other sum owing or otherwise payable under this Lease is collected by or through an attorney at law, Lessee agrees to pay fifteen percent (15%) thereof as attorneys' fees.

RIGHTS CUMULATIVE: All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive of those given by law.

PERSONAL GUARANTY: Lessee acknowledges that this Lease is guaranteed by Savitaben Patel who shall be liable for all costs and expenses associated with this Lease, including, but not limited to, the Fixed Monthly Rent and such other sums as set forth in this Lease. The Guaranty described herein is attached hereto as Exhibit "C", and incorporated herein by this express reference.

WAIVER OF RIGHTS: No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee with his obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

TIME OF ESSENCE: Time is of the essence of this agreement.

RETURNED CHECKS: Lessee shall be charged the sum of Twenty Five Dollars (\$25.00)

for any check returned to Lessor by Lessee's bank for non-payment of funds or any other reason whatsoever. Lessor may thereafter, at its sole option, insist upon payment of any sums due hereunder (including without limitation the Base Rent) by cashier's check, money order, or certified funds.

EXTRA SERVICES: If, at the request of Lessee, Lessor chooses, in its sole discretion, to provide Lessee with services in excess of those specified, such extra services shall be furnished to Lessee, at Lessee's cost and expense, at such reasonable charges as may be determined by Lessor, but in no event at a charge less than Lessor's actual cost of administrative services, labor, equipment, and utilities incurred in connection with such extra services.

NOTICES AND PAYMENTS OF RENT: All notices, consents, demands, communications, or approvals required or permitted by this Lease will be in writing and will be delivered personally or delivered by certified or registered mail, return receipt requested, addressed as follows:

If to Lessor:

Jay Guruhari Krupa LLC
Attn: Bhavin R. Trivedi
230 York Lane
Macon, GA 31220
Telephone:
Fax:
Email:

With copy to:

John D. Newberry
Newberry & Newberry LLP
Attorneys at Law
P.O. Box 844
Gray, Georgia 31032
478-986-5141 (telephone)
478-986-5140 (facsimile)
newberry@newberrylawfirm.com

If to Lessee:

Yogibapa22 LLC
Attn: Savitaben Patel
1931 Shurling Drive

Macon, GA 31211

Telephone:

Fax:

Email:

Lessor and Lessee may, be notice given in the same manner set forth above, designate a different address to which subsequent notices will be sent. Notice will be deemed given when delivered, if delivered personally or the next business day if sent by reputable overnight delivery service that provides proof of delivery, or three (3) days after mailing if sent by certified or registered mail, return receipt requested.

DEFINITIONS: "Lessor" as used in this Lease shall include first party, their heirs, representatives, assigns and successors in title to the premises. "Lessee" shall include second party, its successor and assigns, and if this Lease shall be validly assigned or sublet, shall include also Lessee's assignees or sublessees, as to premises covered by such assignment of sublease. "Lessor" and "Lessee", include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

ENTIRE AGREEMENT: This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

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

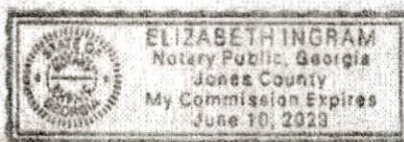
LESSOR:
JAY GURUHARI KRUPA, LLC

By: B. R. Trivedi
Bhavin R. Trivedi, Member

Signed, sealed and delivered as
to Lessor in the presence of:

Witness

Notary Public



LESSEE:

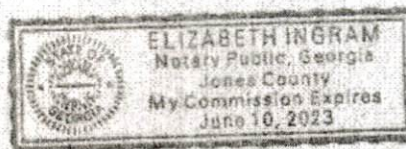
YOGIBAPA22 LLC

By: S. D. PATEL
SAVITABEN PATEL

Signed, sealed and delivered as
to Lessee in the presence of:

Witness

Notary Public



P-14187

EXHIBIT 'A'

All that tract or parcel of land lying and being in the City of Macon, Bibb County, Georgia, being Lot 19 and part of Lot 20 in Block A of an addition to Shurlington, the said property being more fully described on a plat made by Thomas H. Winchester, Jr., dated October 18m 1963, as follows: BEGINNING at a point of intersection of the Northeast line of Pinehill Drive and the southerly line of Shurling Drive, thence running North $57^{\circ} 40$ minutes East along the Southerly side of Shurling Drive a distance of 213.1 feet to a point on Shurling Drive where the line dividing Lots 20 and 21 intersects said drive; running thence in a southerly direction along the said line between Lots 20 and 21 South $32^{\circ} 20$ minutes East for 100.0 feet to an iron pin; running thence South $30^{\circ} 44$ minutes West for 84.0 feet to an iron pin on the Northerly line of Pinehill Drive; running thence along the Northerly line of Pinehill Drive North $77^{\circ} 23$ minutes West 195.4 feet to the POINT OF BEGINNING.

This is the same property conveyed to Michael D. McBrearty and Nancy B. McBrearty by Deed dated January 25, 1984 and recorded in Deed Book 1493, Page 327, Bibb County Superior Court Clerk's Office.

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.

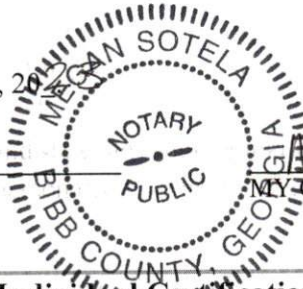
* Agent's Signature: S.D.PATEL Date: 4/13/23

Business Name YOGIBAPA 22 LLC (DBA) SHURLINGTON PACKAGE STORE

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

This 13 day of April, 2023

Megan Sotela
NOTARY PUBLIC



March 21, 2027
MY COMMISSION EXPIRES

Owner/Individual Certification

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

* Individual/Owner's Signature: S.D.PATEL Date: 4/13/2023
(If different from Agent)

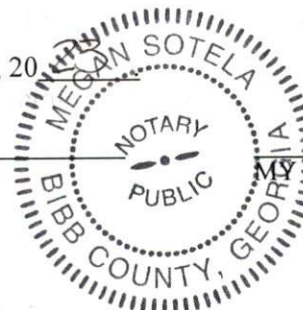
Title: OWNER

Business Name: YOGIBAPA 22 LLC (DBA) SHURLINGTON PACKAGE STORE

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

This 13 day of April, 2023

Megan Sotela
NOTARY PUBLIC



March 21, 2027
MY COMMISSION EXPIRES

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: YOGIBABA 22 LLC (DBA) SHURLINGTON PACKAGE STORE

Business Address: 1931 SHURLING DR MACON, GA 31211

Instructions:

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

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

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

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **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.

S.D. PATEL
Applicant/Agent Signature

4/17/23
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

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

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

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

Business Name: YOGI BAPA 22 LLC (DBA) SHURLINGTON PACKAGE STORE

Business Address: 1981 SHURLING DR MACON, GA 31211

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

Greg Sherry
Code Enforcement Department Designee

4/5/23
Date

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

S. D. PATEL
Applicant/Agent Signature

4/13/23
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

S. D. PATEL

SAVITA BEN

PATEL

4/17/22

Signature

Print Name

Date



Alcohol License Questionnaire

Name of Business: VOGIBAPA 22 LLC (DBA) SHURLINGTON PACKAGE STORE
 Owner's Name: SAVITABEN PATEL
 Address: [REDACTED]

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

SAVITABEN PATEL
 Printed Name of person completing form

S. D. PATEL
 Signature of person completing form

4/13/23
 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: YOGIBAPA & LLC (DBA) SHURLINGTON PACKAGE STORE

Business Address: 1931 SHURLING DR MACON, GA 31211

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

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

* S. D. PATEL
Applicant/Agent Signature

4/17/23
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 applicant: SAVITABEN PATEL (OWNER)
2. Name of the subject of this Certificate, if different from the applicant:
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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

× SAVITABEN PATEL / S.D. PATEL
Print and Sign Name

Sworn to and subscribed before me this
13 day of April, 2023.

Megan Sotela
Notary Public

My commission expires: 3/21/27



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: BHAVIN TRIVEDI

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.

BHAVIN TRIVEDI

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.

BHAVIN TRIVEDI

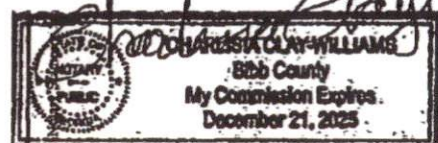
Print and Sign Name

Sworn to and subscribed before me this
20 day of Dec, 2022

December 21, 2025

Notary Public

My commission expires:





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: Savitaben D Patel – No new fingerprints needed.

Business Name: YOGIBAPA22 LLC dba Shurlington Package Store

Business Address: 1931 Shurling Drive, Macon, GA 31211

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	6/5/2023 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 6/14/2023 (Date)  (Initials)

Comments

Reviewed by Legal. Recommend approval.

Initials

 Stephanie Freeman, Administrative Office Specialist

Added to the June 20, 2023 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

2021 LICENSE FEES (Check All That Apply)					
*Distilled Spirits Packaged to Go	\$2,900	*Malt Packaged to Go	\$800	Wine Packaged to Go	\$700
*Distilled Spirits C.O.P.	\$2,900	*Malt C.O.P.	\$800	Wine *C.O.P.	\$700
*Distilled Spirits Wholesaler	\$3,600	*Malt Wholesaler	\$1,000	Wine Wholesaler	\$800
*Distilled Spirits Manufacturers	\$4,300	*Malt Manufacturer	\$2,500	Wine Manufacturer	\$1,700
Brewpub	\$2,500	Out-of-Town Wholesaler	\$100	Brown Bag	\$300
Malt Beverage Taproom	\$2,500	Cocktail Room	\$2,500	Alcohol Beverage Caterer	\$600
				Temporary Alcohol License	\$100
Please check here if you are applying for a Business Continuation License.					
Business Continuation License 25% of applicable licensing fees					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premises)	

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

\$ _____ Prorated Alcohol License Fees + \$ 400 Application Fee, if applicable = Total \$ _____

Agent Information

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

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper
7. If any business entity other than Sole Ownership...Must submit copy of GA Secretary of State Business information.
8. If NON-PROFIT entity...Proof on Nonprofit 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.07/2021

Federal Tax ID #: **20-3648797** State Tax ID #:

Business Name: **Georgia CVS Pharmacy LLC** Corporate and Trade Name: **CVS/pharmacy #4765**

Local Business Address: 4080 Bloomfield Road, Macon, GA, 31206
(P.O. Box Not Allowed) City State Zip

Mailing Address: One CVS Drive MC 1160 Woonsocket, RI 02895
(P.O. Box Not Allowed) City State Zip

Local Business Phone #: (478) 781-4018 Email Address: nonpharmacypermits@cvshealth.com

Contact Person:		Contact Phone #:	
-----------------	--	------------------	--

Agent's Name: Kelly Linberger Agent's Title: Store Manager

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

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Page 128 of 610

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print):	Kelly Roxanna Lineberger

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

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

Kelly P.P.
Signature

12-9-2022
Date

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

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

Purpose Code used: (check one)

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

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

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

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

Agency Designee Signature and Title

Date

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

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

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

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

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

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

Business Name: Georgia CVS Pharmacy LLC DBA: CVS/pharmacy #4765

Printed Name of Applicant: Kelly Lineberger

*Signature of Applicant: Kelly Lineberger

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 9 DAY OF Dec, 2022.

Rick M. Smith
NOTARY PUBLIC



Sept 20 2025
MY COMMISSION EXPIRES

MEASUREMENT FORM

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

APPLICANT: JOSHUA SMITH-MANAGER, CORPORATE SERVICES,
LEGAL

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 4080 BLOOMFIELD ROAD

BUSINESS NAME: GEORGIA CVS PHARMACY LLC DBA: CVS/PHARMACY
#4765

To Be Completed by County Engineer

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

By: F. Charles Brooks
F. Charles Brooks, Macon-Bibb County Engineer

Date: 3 - 27 - 2023

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

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises

OR

Package Sale to Go

(Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcohol treatment center, public library, and Macon-Bibb Housing Authority unit.

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.

4,550' — Georgia CVS #4765
#4080 Bloomfield Road
SCHOOL GROUND property line

4,700' — Veterans Elementary
SCHOOL BUILDING

1,300' — Veterans Elementary
COLLEGE CAMPUS property line

15,500' — Central Georgia Technical College
ALCOHOL TREATMENT CENTER building

10,550' — River Edge - Fulton Mill Road
PUBLIC LIBRARY or BRANCH building

2000' — Bloomfield Library
MHA housing unit property line

N/A — Maple Court
Vice Mart - Small Box Retail Store - Small Box Discount store
Applicant is a "Drug Store".

OK!
Paul Homowski
March 24, 2023



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
115294	369816	Print Legal Ad-IPL01051940 - IPL0105194		\$45.00	1	19 L

Attention: Kelly Lineberger

Cvs
4080 Bloomfield Rd
Macon, GA 31216

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST FOR Beer/ wine On Premises

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated January 11, 2023, as now or hereafter amended, notice is hereby given that on or after the January 11, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Georgia CVS Pharmacy LLC DBA CVS/Pharmacy #4765, 4080 Bloomfield Rd Macon Georgia 31206.
IPL0105194
Jan 12,19 2023

To Whom It May Concern:

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

2 insertion(s) published on:

01/12/23, 01/19/23

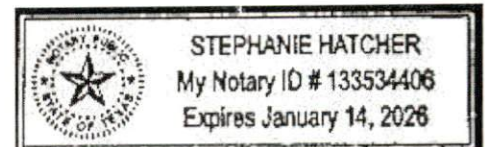
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 6th day of March in the year of 2023

Stephanie Hatcher

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



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



ZONING COMPLIANCE

MACON-BIBB COUNTY PLANNING AND ZONING COMMISSION

Suite 1000 Southern Trust Bldg., 682 Cherry St., Macon, Georgia 31201
Planning Office 478-751-7460 Zoning Office 478-751-7450 Fax 478-751-7448

PERMIT NO: 08-0733 DATE OF ISSUE: 4/10/2008
ISSUED TO: HORBAL, BRAD/FORESITE GROUP
OWNERS NAME: CVS 4765 GA., LLC
PROPOSED USE: CVS PHARMACY W/DRIVE THROUGH
with beer and wine sales
ADDRESS OF PROPOSED USE: 4080 BLOOMFIELD RD

NEW BUILDING	IN CITY
MAP NO: 4042	DISTRICT: C-2
CODE: 03/04	LOT: 3058

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:

As per application, departmental approvals on file and site plan on file, approval is granted to construct a Pharmacy with drive thru. Subject to Landscape plan approval. No outside storage sales or display authorized. No signage authorized by this permit. Subject to Plat combining lots being approved and recorded by June 10, 2008. Subject to requirements of Inspections & Fees and all other applicable local, state and federal regulations. Building shall not exceed 35 ft in height

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 10/10/2008, THIS PERMIT IS NULL AND VOID.

AS PER INSPECTION HELD ON

6-16-08
IT WAS OBSERVED THAT ALL
CONDITIONS ON THE ZONING
COMPLIANCE HAVE BEEN MET

BY:

ZONING INSPECTION

APPROVED BY: JaRanda Doveton

NOTE: This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, City of Macon or Bibb County Building Inspector, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above property as the Macon-Bibb County Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation.

The Macon-Bibb County Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structures on the premises.

All construction or use relating to this permit must strictly comply with site plans or other plans submitted to the Macon-Bibb County Planning and Zoning Commission and on file in its office. This permit expires six months from date issued unless construction or use is begun.

THIS CERTIFICATE OF ZONING COMPLIANCE MUST BE POSTED.

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

CONTROL NUMBER: 0570987
EFFECTIVE DATE: 10/26/2005
JURISDICTION : GEORGIA
REFERENCE : 0091
PRINT DATE : 10/26/2005
FORM NUMBER : 356

RUDENE REMBERT
C T CORPORATION SYSTEM
1201 PEACHTREE STREET, NE
ATLANTA, GA 30361

CERTIFICATE OF ORGANIZATION

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

GEORGIA CVS PHARMACY, L.L.C.
A GEORGIA LIMITED LIABILITY COMPANY

has been duly organized under the laws of the State of Georgia on the effective date stated above by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Cathy Cox
Secretary of State



CATHY COX
Secretary of State

**OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION**

315 West Tower, #2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334-1530
(404) 656-2817

Registered agent, officer, entity status information via the Internet
<http://www.georgiacorporations.org>

WARREN RARY
Director

ENRICO M. ROBINSON
Assistant Director

**TRANSMITTAL INFORMATION
GEORGIA LIMITED LIABILITY COMPANY**

DO NOT WRITE IN SHADED AREA - SOS USE ONLY

DOCKET #	PENDING #	CONTROL #
DOCKET CODE	DATE FILED	AMOUNT RECEIVED
		CHECK/ RECEIPT #
TYPE CODE	EXAMINER	JURISDICTION (COUNTY) CODE

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1.	Georgia CVS Pharmacy, L.L.C. LLC Name Reservation Number (if one has been obtained; if articles are being filed without prior reservation, leave this line blank) LLC Name (List <i>exactly</i> as it appears in articles)				
2.	Melanie Luker Name of person filing articles (certificate will be mailed to this person, at address below) Telephone Number One CVS Drive Address Woonsocket RI 02895 City State Zip Code				
3.	One CVS Drive Principal Office Mailing Address of LLC (Unlike registered office address, this may be a post office box) Woonsocket RI 02895 City State Zip Code				
4.	Corporation Process Company Name of LLC's Registered Agent in Georgia 180 Cherokee Street, N.E. Registered Office Street Address of LLC in Georgia (Post office box or mail drop not acceptable for registered office address) Marietta Cobb GA 30060 City County State Zip Code				
5.	Name and Address of each organizer (Attach additional sheets if necessary) Melanie K. Luker One CVS Drive Woonsocket RI 02895 Organizer Address City State Zip Code Organizer Address City State Zip Code				
6.	Mail or deliver the following items to the Secretary of State, at the above address: 1) This transmittal form 2) Original and one copy of the Articles of Organization 3) Filing fee of \$100.00 payable to Secretary of State. Filing fees are NON-refundable. Melanie K. Luker Assistant Secretary of Member CVS Pharmacy, Inc. Authorized Signature Member, Manager, Organizer or Attorney-in-fact (Circle one) Date 10-20-05				

Request certificates and obtain entity information via the Internet: <http://www.georgiacorporations.org>

FORM 231

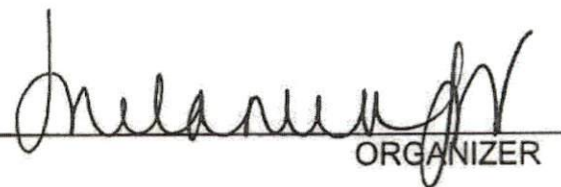
ARTICLES OF ORGANIZATION OF
GEORGIA CVS PHARMACY, L.L.C.

I.

The name of the Limited Liability Company is Georgia CVS Pharmacy, L.L.C.

Dated: October 4, 2005

Signed


ORGANIZER

Melanie K. Luker

(PRINT NAME)

GA034 - 09/15/2003 C T System Online

SECRETARY OF STATE
2005 OCT 26 A 11:01
CLERK OF SUPERIOR COURT DIVISION

Disclosure Form**ALL CORPORATE OFFICERS OWN 0%**

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

Business:

Trade Name: CVS/pharmacy #4765 Name of Corporation: Georgia CVS Pharmacy LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: N/A

Individual: N/A

Name and Title: _____ Telephone Number: () _____

Date of Birth: _____ Social Security Number: _____

Residential Street Address: _____

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: 7 Corporate Officers

○ Member holdings ____% 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: _____

Application Instructions

Alcohol Handler's Licenses are issued to individuals, not businesses, and may be used by the same individual for any number of employers or businesses where the licensee works as an Alcohol Handler. It is a violation of the Macon-Bibb County Code of Ordinances for any person to work as an Alcohol Handler without an Alcohol Handler's License.

The following people are Alcohol Handlers, and must obtain an Alcohol Handler's License:

1. Anybody working as an employee or independent contractor for a business that does not earn at least 50% of its gross annual revenues from the sale of food, and whose normal job duties include pouring, mixing, or opening alcoholic beverages for sale by the drink;
2. Anybody working as an employee or independent contractor for a business that does not earn at least 50% of its gross annual revenues from the sale of food, and whose normal job duties include supervising or managing any person whose normal job duties include pouring, mixing, or opening alcoholic beverages for sale by the drink;
3. Anybody with at least 25% ownership in any business selling alcoholic beverages at retail, whether by the package or by the drink, unless the business is a publicly traded company; AND 4) Any person serving as the agent on any Macon-Bibb County license for the sale of alcoholic beverages at retail, whether by the package or by the drink.

The fee is \$25.00. Alcohol Handler's License fees are not prorated and expire on **December 31st of each year.**

ADDITIONAL DOCUMENTS TO BE SUBMITTED

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

ServSafe: (404) 467-9000 <https://www.servsafe.com/ServSafe-Alcohol>

Training Institute for Responsible Vendors Inc. (404) 531-9237.

Training for Intervention Procedures (TIPS), Nicole Blossé, 800-438-8477, ext. 390 or email Blossen@get-tips.com, www.gettips.com

Cheers Entertainment Services (470) 377-0731 <https://cheersbartraining.teachable.com/> An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.

A current color passport size photograph of applicant.

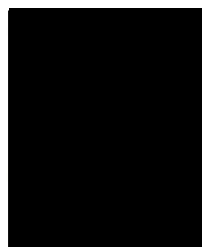
Applicant Information

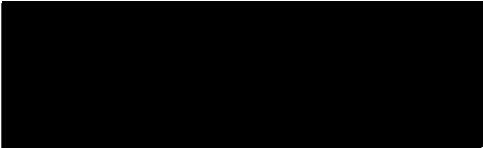
Demographic Information:

First Name : Kelly

Last Name : Lineberger

Home Address : 





Mailing Address : One CVS Drive

City : Woonsocket

State : RI

Zip : 02895

Application Documents

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

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

AHTraining:



Store 4765_Kelly Lineberger.pdf

A current Color (passport size) photograph of applicant.

passport:



#4765_Kelly Lineberger photo Id.pdf

S.A.V.E.

(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:

Are you a U.S. citizen?

citizen : Yes

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 Signature : Kelly Lineberger

Date : 01/11/2023



Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

KELLY LINEBERGER

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2022-01-06

Serial No.

cert_8ftvwvd9





Kelly Lineberger



AH000611

ALCOHOL HANDLER

EXP. 12/31/2023

Lease Term/Rent Commencement Agreement

LEASE TERM AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of August, 1977 by and between NATIONAL LIFE INSURANCE COMPANY, a Vermont corporation, having its office at National Life Drive, Montpelier, Vermont, 05602, as Nominee for Bloomfield Village Associates, Ltd., a Limited Partnership comprised of R. W. Sorenson, H. P. Persons, Jr. and National Life Insurance Company ("Landlord") and J. C. PENNEY COMPANY, INC., a Delaware corporation having its principal office at 1301 Avenue of the Americas, New York, New York, 10019 ("Tenant").

W I T N E S S E T H :

WHEREAS, by Indenture of Lease dated April 16, 1976, a memorandum of which was recorded April 23, 1976, Bibb County Records, Book 1263, Page 250, R. W. Sorenson and H.P. Persons, Jr. Landlord's predecessor in interest, demised and leased unto Tenant certain premises consisting of a parcel of land containing approximately 12,000 square feet and forming a part of the Bloomfield Village Shopping Center which is situated in the City of Macon, County of Bibb, and State of Georgia, said premises being more particularly designated in said Lease; and

WHEREAS, said Lease provides for a term commencing as of the date on which Tenant opens its store on the demised premises to the public for business and continuing thereafter to and including the date twenty (20) years from the first day of the month immediately following such commencement date, unless sooner terminated or extended as provided therein; and

WHEREAS, Tenant opened for business in the demised premises on July 18, 1977.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The term of said Lease commenced on July 18, 1977 and shall continue until July 31, 1997, unless sooner terminated or extended as provided therein.

2. The first "lease year" shall be considered to commence on August 1, 1977 and expire on July 31, 1978, and all subsequent lease years shall begin and terminate on the same dates in subsequent years.

This instrument was prepared
by Richard P. Rubenoff,
Southeastern Region Real Estate
Department Attorney, J. C. Penney Company, Inc.
715 Peachtree Street, N. E., Atlanta, Georgia
30308

-1-

Location	<u>Macon, Georgia</u>
	<u>Bloomfield Village</u>
Store No.	<u>TO # 7856</u>
	<u>Southeastern Region</u>

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

Witnesses (as to Landlord):

Edward A. Blumenthal, Jr.
Clair F. Mason
 Notary Public
 My Commission expires Feb. 10, 1979.



NATIONAL LIFE INSURANCE COMPANY

By: [Signature] (Seal)
 Vice President
 Attest: Maynard R. Crockett (Seal)
 Asst. Secretary

Witnesses (as to Tenant):

Mary Theresa Simon
Elizabeth Di Fulvio
 Notary Public

ELIZABETH DI FULVIO
 NOTARY PUBLIC, State of New York
 No. 41-4632326
 Qualified in Queens County
 Certificate filed in New York County
 Commission Expires March 30, 1978



J. C. PENNEY COMPANY, INC.

By: [Signature]
 Director of Real Estate VICE PRESIDENT
 Attest: Elting A. Smith
 Assistant Secretary



[Signature]

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.

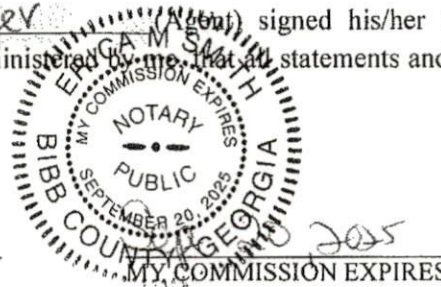
Agent's Signature: Kelly Lineberger Date: 12/9/2022

Business Name Georgia CVS Pharmacy LLC DBA: CVS/pharmacy #4765

I hereby certify that Kelly Lineberger (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 9 day of Dec, 2022

Erica M. Smith
NOTARY PUBLIC



Owner/Individual Certification

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

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

Title: _____

Business Name: _____

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

This _____ day of _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Georgia CVS Pharmacy LLC DBA: CVS/pharmacy #4765

Business Address: 4080 Bloomfield Road, Macon, GA, 31206

Instructions:

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

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

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

Definitions:

- ☒ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **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.

Kelly L.P.
Applicant/Agent/Signature

12-9-2022
Date

SECURITY CAMERA COMPLIANCE VERIFICATION
--

Instructions:

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

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

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

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

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

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

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

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

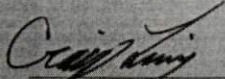
Security Camera Compliance Verification Form
Rev. March 2021
Page 1 of 2

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

Business Name: Georgia CVS Pharmacy LLC DBA: CVS/pharmacy #4765

Business Address: 4080 Bloomfield Road, 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.

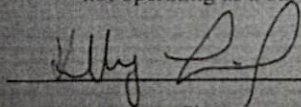


Code Enforcement Department Designee

3/6/23

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

3/6/2023

Date

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

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

	Kelly Lineberger	12-9-2022
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: Georgia CVS Pharmacy LLC DBA: CVS/pharmacy #4765Owner's Name: Ferraro & Associates Realty, IncorporatedAddress: 433 North Camden Drive, 6th Floor
Beverly Hills CA 902101. 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 ☒ No5. 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 ☒ No6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☒ No7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☐ Yes ☐ NoKelly Lineberger
Printed Name of person completing formKelly D. Lineberger
Signature of person completing form12-9-2022
Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

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

Business Name: Georgia CVS Pharmacy, L.L.C. dba: CVS/Pharmacy # 4765

Business Address: 4080 Bloomfield Rd. Macon, GA 31206

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

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

Kelly E. O.
Applicant/Agent Signature

12-9-2022
Date

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

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Georgia CVS Pharmacy, L.L.C.
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.

All Corporate Officers - 070

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.

Linda M. Cimbron
Print and Sign Name

Linda M. Cimbron
Assistant Secretary

Sworn to and subscribed before me this
21 day of October, 2022

Gloria E. St. Onge
Notary Public
My commission expires:

Gloria E. St. Onge
Notary Public
State of Rhode Island
My Commission Expires: 05/20/2026

Page 2 of 2



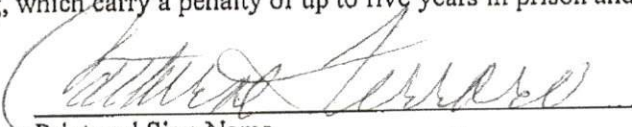
Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Ferraro & Associates Realty, Incorporated
2. Name of the subject of this Certificate, if different from the applicant:
Georgia CVS Pharmacy LLC
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

CATHERINE FERRARO

Sworn to and subscribed before me this
1st day of February, 2023

B. Chen
Notary Public

My commission expires: May 24, 2024

see
attached

CALIFORNIA JURAT CERTIFICATE

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 1st day of February,
2023, by Catherine Ferraro

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS MY HAND AND OFFICIAL SEAL.



Brigitte Knerr
Signature of Notary Public

(Notary Seal)

OPTIONAL INFORMATION

The jurat contained within this document is in accordance with California law. Any affidavit subscribed and sworn to before a notary shall use the preceding wording or substantially similar wording pursuant to Civil Code sections 1189 and 8202. A jurat certificate cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. The seal and signature cannot be affixed to a document without the correct notarial wording. As an additional option an affiant can produce an affidavit on the same document as the notarial certificate wording to eliminate the use of additional documentation.

DESCRIPTION OF ATTACHED DOCUMENT

Macron - Bibb County Certificate
of good standing
(Title of document)

Number of Pages _____ (Including jurat)

Document Date _____

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual
☐ Corporate Officer
☐ Partner
☐ Attorney-In-Fact
☐ Trustee
☐ Other: _____



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: Kelly Lineberger

Business Name: Georgia CVS Pharmacy LLC dba CVS/Pharmacy #4765

Business Address: 4080 Bloomfield Road, Macon, GA, 31206

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 6/13/2028 (Date) DS EH (Initials)

Comments

Reviewed by Legal. Recommend approval.

Initials

_____ Stephanie Freeman, Administrative Office Specialist



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING JAMI GAUDET TO THE MACON-BIBB COUNTY LIBRARY BOARD OF TRUSTEES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Section 2-831 of the Macon-Bibb County Code of Ordinances provides that Macon-Bibb County Library Board of Trustees shall consist of nine members who shall be appointed by the governing authority of Macon-Bibb County, in accordance with the Charter; and

WHEREAS, Section 2-832 of the Macon-Bibb County Code of Ordinances provides that all members of the Macon-Bibb County Library Board of Trustees shall serve for terms of (5) five years; and

WHEREAS, Section 2-833 of the Macon-Bibb County Code of Ordinances provides that after a trustee has served a full five (5) year term, he or she may not be reappointed to the Board of Trustees unless and until one-year has elapsed; and

WHEREAS, Jami Gaudet has been recommended for appointment by Mayor Miller to succeed Sherri Goss, whose term is set to expire June 30, 2023; and

WHEREAS, Jami Gaudet meets all requirements necessary for appointment, and expressed her interest and willingness to serve on the Macon-Bibb County Library Board of Trustees by submitting her resume and certificate of good standing, attached hereto as Exhibit A; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that Jami Gaudet is hereby appointed to serve as a member of the Macon-Bibb County Library Board of Trustees for a term of five (5) years with said term to begin July 1, 2023, and expire June 30, 2028.

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

BE IT FURTHER RESOLVED 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.

[SIGNATURES ON FOLLOWING PAGE]

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

Attest: _____
JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2023 Miller Appointing Jami Gaudet To The Library Board Of Trustees.Docx

EXHIBIT A

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Jami Gaudet
 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: <u>Board position - Middle Georgia Regional Library</u>	

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.

Jami Gaudet Jami Gaudet
 Print and Sign Name

Sworn to and subscribed before me this
9th day of June, 2023.

Brenda H. Banks
 Notary Public
 My commission expires: 9/15/2024



Jami Gaudet

(478) 719-7799 • jamigwrites@gmail.com

- Public Information Officer (PIO), Macon-Bibb County Transit Authority (MTA), Macon, GA** **Sept. 2019 - present**
- 2017 mayoral appointee to MTA board. Tapped as first PIO by CEO in 2019.
 - First PIO for Macon's 80-person public transit authority. Report directly to CEO.
 - Run all communications to keep media, public, & staff informed of transit operations, initiatives, & activities.
 - Prepare briefings, letters, policy documents, and PowerPoint presentations for CEO, administrative staff, and authority.
 - Maintain social media content.
 - Created MTA MEMO, an internal newsletter for staff.
 - Manage projects for facility manager at MTA's historic Terminal Station, "crown jewel of downtown Macon," popular wedding/film/TV venue. Create marketing materials and spearheaded redesign with landscape architect for the 3-acre campus.
 - Created naming campaign for all new MTA buses (Georgia's first electric buses on public roadways: Melody, Sparky, & Bolt). Also, Alfred, named for iconic Terminal Station architect.
 - Led 17-month Macon Music Masters project for "Melody," MTA's newest electric bus honoring 20 of Macon's music greats.
 - Lead MTA's participation in community outreach & partnerships: Earth Day; Bike Walk Macon; Open Streets Macon; Bibb school system: Principal for a Day & Career Day; United Way Read for the Record.
 - Wrote MTA's COVID manual; spearheaded walk-up/drive-thru public COVID testing drives at Terminal Station; keep staff, media, & public current on MTA's policies & procedures.
 - MTA's United Way campaign chair in 2021, 2022, 2023.
 - Awarded \$14,500 Downtown Challenge 2.0 Grant (June 2021) to complete Transfer Station mural wall. Led art selection committee (5 transit staff & 2 local arts alliance members) to select mural design resulting in "Spirit of Macon I" mural.
 - Awarded \$10,000 Linda Harriet Land Fund grant (June 2022) for Spirit of Macon II mural across the Poplar Street Tunnel, transforming the intersection of Fifth & Poplar Street, adjacent to MTA's Transfer Station.
 - 2022 MTA Awards: Macon Arts Alliance Cultural Award for Spirit of Macon murals and Melody; first Georgia Transit Association Innovation Award recipient; Bike Walk Macon Government Award for electric buses.
 - Speaker: American Public Transit Association (APTA) at 2023 Marketing & Communications Conference in Las Vegas, NV; Rotary clubs, Kiwanis Club, other civic and business groups.
 - Awarded \$17,000 Downtown Challenge 2.0 Grant (Nov. 2022), Transporting Art: Enhancing MTA's Downtown Bus Shelters.
- Program Manager, Golden Eagle Awards, The Telegraph/McClatchy, Macon, GA** **Dec. 2017 - May 2019**
- Singularly ran iconic annual scholarship awards program honoring top high school seniors in 8 Middle Georgia counties.
 - Accomplished two-year program overhaul: created online application process; doubled number of judges; restructured and coordinated judging for 200 nominees from 26 high schools regionwide; redesigned/directed/scripted awards ceremony attended by 800; wrote all editorial content for Golden Eagle tab published in *The Telegraph*, the regional paper of record.
- Program Manager, Education Together, The Telegraph/McClatchy, Macon, GA** **Dec. 2015 - Dec. 2018**
- Launched/developed needs-based college scholarship program for high school seniors in Middle Georgia.
 - Fundraised with publisher to secure corporate/non-profit/collegiate partners to underwrite scholarships.
 - Awarded \$549,000 in three years to 53 scholars, and 14 teachers for professional excellence.
 - Conducted board meetings and created/executed all events. Assisted scholars with resumes and job/internship placements.
 - Created all content for annual tabs and marketing materials, including daily front page ad series for *The Telegraph*, print/online.
 - Served on scholar selection committee with Community Foundation of Central Georgia staff.
- Editor/Writer, CUFFED, Macon Regional Crimestoppers, Macon, GA** **April 2012 - July 2017**
- Created all content for monthly public safety magazine published in Sunday *Telegraph*; readership 130,000 in 27 Georgia counties.
 - Conducted interviews with local/state/national law enforcement leaders in 8 counties; covered regional law enforcement events.
- Manager/Public Relations Specialist, MaconBibbTV, Macon-Bibb County, GA** **Jan. 2014 - Dec. 2015**
- Launched/managed new consolidated government's multimedia news team.
 - Scripted/produced/hosted videos documenting new government's work, departments, community events and activities for broadcast on government news channel and website.
 - Launched/anchored/produced original news program, *The Pulse*, for government news channel and website.
- Public Information Officer (PIO), Macon Police Department, Macon, GA** **April 2010 - Dec. 2013**
- First civilian spokesperson for 400-person law enforcement agency in department's 150-year history.
 - Ran external, internal and crisis communications. Served on command staff and reported directly to chief of police.

- Restructured/conducted press conferences; pitched positive stories to local media and liaised with local/national media outlets, including *The New York Times*, *Washington Post*, *Fox News* and *Associated Press*.
- Created/maintained social media website and presence. Expanded and increased frequency of internal newsletter.
- Prepared speeches, briefings and PowerPoint presentations for chief of police and command staff.
- Created report writing class for recruits; team taught with Central Records Lieutenant.
- Worked extensively on community outreach with Support Services division, Neighborhood Watch, and Crimestoppers.
- Created/directed *Family Fun Fest*, free large-scale downtown event to build relationships between police and citizens/children. Attendance of 1,000 in 2012 and 2,000 in 2013. Created videos of both events for government news channel and website.
- Spearheaded relocation of Bike Patrol office to downtown hub resulting in greater police presence, faster officer response times, and attractive storefront filled with original art from local art association.
- Speaker: International Chiefs of Police Conference (IACP) in Chicago: "Creative Initiatives in Law Enforcement."

Lobbyist, Georgia Municipal Association (GMA), Atlanta, GA

Jan. 2009 - April 2009

- Team member representing interests of 512 municipal governments in Georgia at state capitol during legislative session.
- Built relationships with legislators, community and corporate leaders on issues debated.
- Created videos for GMA's state conventions and conferences (script writer/talent/voiceovers) on freelance basis, 2009 - 2013.

News Anchor/General Assignment Reporter, ABC Macon/MIX 100.9 FM, Macon, GA

Aug. 2007 - Nov. 2008

- Wrote/anchored morning newscasts on television and radio, including *Good Morning America* cut ins.
- Conducted high profile interviews and reported political, government, and human-interest stories for evening newscasts.

Host/News Anchor, U.S. Broadcasting/Cumulus Media, Macon, GA

Aug. 2000 - July 2007

- Co-hosted *Kenny B. & Jami G.*, top morning drive time radio program reaching 22% of Georgia and beyond on *NewsTalk 940* WMAC - 50,000-watt AM station. Built out three hours of content daily, interviewing local/state/national newsmakers.
- Hosted weekly public affairs program, *Sunday Magazine*, covering local issues airing on 7 Cumulus Media stations.
- Anchored morning/breaking news coverage on *NewsTalk 940* WMAC and *Lite Rock Z93.7* - 100,000-watt FM station.

Director of Public Relations, Georgia Music Hall of Fame/State of Georgia, Macon, GA

July 1996 - Nov. 1999

- Launched \$8-million, 44,000 square-foot state music museum.
- Collaborated with national/international media, state officials, and musical artists/handlers to promote/grow museum.
- Created/executed high-profile, large-scale events/fundraisers, including grand opening and \$1-million children's wing gala.
- Generated strategic partnerships and promotional materials; handled media buys.

Writer, Producer, Talent, Television Production Group, Macon, GA

Aug. 1994 - March 1996

- Created videos/commercials/PSAs, and media campaigns for corporate and non-profit clients.

FREELANCE WORK

Writer, Macon Magazine, Macon, GA

2018 - present

Write long-format features & conduct high profile Q & A's with prominent citizens (mayors, CEOs, deans, etc.).

Enrichment Speaker, Sixth Star Entertainment, Ft. Lauderdale, FL

2009 - present

Created presentation series, "Behind the Crime Scene Tape & Headlines" for Oceania, Celebrity, Princess, & Royal Caribbean cruise lines in Asia, Europe, North America, and Caribbean.

Writer/Producer/Host, GrandKids, for Mercer University/Grand Opera House, Macon, GA

2003 - 2007

Created video series/curriculum for 6,000 local elementary school children for five seasons.

Host, Unique Discoveries, Cox Communications, Macon, GA

1995 - 2005

Hosted 1,500 show segments promoting businesses/events/organizations for popular regional television program.

Freelance Writer

1987 - 2010

The Telegraph: first female editorial page columnist, contributor; columnist for *Belle* magazine. *Atlanta Jewish Times*: columnist and contributor. *Macon Magazine*, *Address Macon*, *Houston Magazine* and *Eleventh Hour*: contributor.

Co-founder/Director, Gaudet All-Star Baseball Camp, Macon, GA

1987 - 2011

Established/directed free baseball camp for 25 years for 13,174 children with my husband, a former pro baseball player. Planned/executed all aspects of camp, including scheduling, marketing/promotion. Directed staff of 100 volunteers. Partnered with community leaders, law enforcement, local businesses and non-profits. Secured sponsorships.

SKILLS

- Communications: internal, external, public relations, digital, and crisis management
- Writing: speeches; op-eds; copy editing; magazine/newspaper articles; newsletters; websites/blogs/social media; press releases; grants; resumes
- Event planning and execution
- Public speaking and presentations/PowerPoint
- Media production: writer/producer/host/voice-overs; videography and photography

CURRENT BOARD MEMBERSHIPS

- Crisis Line & Safe House (2011); nominating committee chair; marketing committee
- Earth Day (2015); executive committee
- Greater Macon Chamber of Commerce (2022)
- Macon 200 Bicentennial History Committee

AWARDS/HONORS

- Best Radio Personality, Central Georgia Advertising Federation, 2007
- Best Radio Personality, *The Telegraph*, Houston Edition; Runner-up, *The Telegraph*, 2007
- Macon Police Department: Distinguished Service Award and Chief's Commendations, 2012 and 2013
- Red Cross Heroes Award for Gaudet All-Star Baseball Camp, 2012
- Keynote Speaker: Wesleyan College Convocation and Women of Distinction Luncheon, 2012

EDUCATION/TRAINING

- M.Ed., College Student Personnel, with honors, University of Miami, Coral Gables, Florida
- B.A., English, History Minor, Magna Cum Laude, Tulane University, New Orleans, Louisiana
- Attended Springfield College, Springfield, Massachusetts
- Basic and Advanced Grant Writing, Georgia Center for Non-profits, Atlanta, Georgia
- International Film and Television Workshop, Rockport, Maine
- Graduate of Leadership Georgia and Leadership Macon
- Completed National Incident Management System training (NIMS)



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPOINT AISHA ANDERSON TO SERVE AS A MEMBER OF THE MACON-BIBB COUNTY DEFINED CONTRIBUTION AND DEFERRED COMPENSATION PLAN ADMINISTRATIVE BOARD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb Defined Contribution and Deferred Compensation Plan Administrative Board has been established pursuant to Section 2-1002 of the Macon-Bibb County Code of Ordinances; and

WHEREAS, Article VI, Section 2-1003 states the purpose of the Board shall be to administer and set policies concerning any or all defined contribution plans established for employees of the Macon-Bibb County government under Section 401(a) of the United States Internal Revenue Code, as well as any or all deferred compensation plans established for employees of the Macon-Bibb County Government under Section 457(b) of the United States Internal Revenue Code, and to select investment management options and providers for the Plans; and

WHEREAS, Macon-Bibb Defined Contribution and Deferred Compensation Plan Administrative Board shall consist of nine (9) members, with seven (7) being the members of the Pension Trustee Board for the Macon-Bibb County Pension Plan and two (2) current, active employees of the Macon-Bibb County Government who must be members of a County-sponsored 401(a) plan; and

WHEREAS, the two employees that are nominated by the Mayor can serve for a term of up to two (2) years; and

WHEREAS, Aisha Anderson is a member of the Macon-Bibb County 401(a) plan, and serves as a paralegal in the County Attorney's Office, where she has established herself as a beacon of joy and an invaluable resource in supporting the efforts of the Macon-Bibb County Government and the County Attorney's Office;

WHEREAS, Aisha Anderson has been recommended by the Mayor Miller for appointment to serve on the Defined Contribution and Deferred Compensation Plan Administrative Board; and

WHEREAS, Aisha Anderson has expressed her interest in becoming a member of the Board, meets all rules, regulations, and requirements necessary for appointment and submitted her resume and certificate of good standing, attached hereto as Exhibit A; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that Aisha Anderson is hereby appointed to serve as a member of the Macon-Bibb Defined Contribution and Deferred Compensation Plan Administrative Board, with said term to begin effective date of this resolution and expire on December 31, 2023.

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 _____, 2023.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2023 Miller Appointing Aisha Anderson To The 401-457 Board.Docx

EXHIBIT A

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Aisha Anderson
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.

Aisha Anderson
Print and Sign Name

Sworn to and subscribed before me this
5th day of June, 2023.

[Signature]
Notary Public

My commission expires: 10/28/2024



EDUCATION

Master's in Public Administration and Pre-Law, 2019

Columbia Southern University- Orange Beach, AL.

Bachelor of Arts: Criminal Justice, 2014

Fort Valley State University- Fort Valley, GA

PROFESSIONAL EXPERIENCE

Paralegal

November 2021- Present

Macon-Bibb County Attorney's Office – Macon, GA.

- Draft correspondence, legislation, legal opinions, contracts, and other documents.
- Obtain departmental, mayoral, and vendor signatures of approved contracts and other documents.
- Maintain office filing system, including paper files and electronic file tracking lists.
- Coordinating payment of office invoices and other financial transactions.
- Maintain calendars and appointments for attorneys.

Licensure Analyst 1

July 2021- November 2021

Secretary of State Office – Macon, GA.

- Reviews, examines, and processes new business formation filings; online amendment, dissolution, and reinstatement filings for existing entities and any other division related filings assigned.
- Compose and issue deficiency letters for documents submitted that cannot be filed for record due to statutory and regulatory non-compliance
- Maintains knowledge of systems, applicable code changes, and division policies as it relates to job function.
- Maintains professional knowledge of applicable laws, code, and current rules.
- Manage applications, optimize software, identify, and address issues.
- Prepare documentation to further support clients

Records Clerk

January 2017 – July 2021

Bibb County Sheriff's Department – Macon, GA

- Performs specialized clerical duties pertaining to the administrative support of all divisions within the department.
- Process business and alcohol licenses in accordance to state and local laws.
- Assist criminal and non-criminal justice agencies with fingerprint-based background checks for employment.
- Fingerprint technician; GCIC and NCIC certified.
- Research court documents. Merge and approve reports in New World (LERMS).
- Access information from a computerized records system to obtain criminal information such as criminal histories, warrants, motor vehicle information.
- Count down register and process daily revenue log.

Communication Specialist

September 2016- January 2017

Department of Public Safety (Georgia State Patrol) - Newnan, GA

- Received and respond to a variety of emergency and non-emergency services and complaints.
- Use the radio, phone or computer to direct crews and other field units to the appropriate sites.

- Ask questions to interpret and analyze the situation.
- Entered and modified information into local, state, and national computer databases.
- Supervise the route and status of field units to prioritize their daily schedule

Court Management Clerk of the Superior Court

January 2015- September 2016

Bibb County Superior Court- Macon, GA

- Filing, storing, and retrieving civil and criminal court records.
- Provide support to the court through management and attendance during court proceedings.
- Issue subpoenas, summonses, and trial notices.
- Supervise the maintenance of court dockets.
- Oversee the setting of court dates and confirms court arrangements.
- Organize and prepare court dockets, schedules hearings, and notifies all parties regarding court dates.

ORGANIZATIONS

- South Macon Arts Revitalizing Technology (SMART)- Board Member, 2016-present
- Police Athletic/Activity League- Mentor, 2017-present
- Bibb County Sheriff's Office Mentoring Program- Mentor, 2018-present

PROFESSIONAL REFEEENCES AVAILABLE UPON REQUEST



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPOINT KENVORIS BLAIR TO SERVE AS A MEMBER OF THE MACON-BIBB COUNTY TRANSIT AUTHORITY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Transit Authority was established pursuant to 1980 Ga. Laws, p. 4313, § 1.1; and

WHEREAS, the composition and terms of membership for the Macon-Bibb County Transit Authority was amended pursuant to 1995 GA. Laws, Act 47, § 1; and

WHEREAS, the governing and administrative body of the authority consists of Board members appointed by the Mayor of Macon-Bibb County and said appointments are subject to approval by the Macon-Bibb County Commission; and

WHEREAS, members of the Board must be residents of Macon-Bibb County for the entire term of their appointment and shall be at least twenty-five (25) years of age; and

WHEREAS, each Board member serves for a term of five (5) years and is eligible for reappointment; and

WHEREAS, pursuant to R-15-0006, Violet Poe was appointed to serve on the Transit Authority Board from January 6, 2015, until January 5, 2020; and

WHEREAS, Pursuant to R-19-0221, Violet Poe was reappointed to serve on the Board from January 6, 2020, until January 5, 2025; and

WHEREAS, pursuant to R-21-0117, Otis Redding III was appointed May 18, 2021, to fulfill the unexpired term of Violet Poe upon her departure from the Board; and

WHEREAS, Otis Redding III passed away on April 18, 2023, leaving his seat on the Board vacant; and

WHEREAS, Kenvoris Blair has been recommended by Mayor Lester M. Miller to serve on the Macon-Bibb Transit Authority; and

WHEREAS, Kenvoris Blair will fulfill the unexpired term of Otis Redding III, whose term is set to expire January 5, 2025; and

WHEREAS, Kenvoris Blair has expressed his willingness and interest to serve, meets all requirements necessary for appointment, and has provided his resume and certificate of good standing, attached hereto as Exhibit A, respectively, for reference and review purposes; 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 Kenvoris Blair is hereby appointed to serve as a member of the Macon-Bibb Transit Authority to fulfill the unexpired term of Otis Redding III, with said term to begin on the effective date of this Resolution and expire January 5, 2025.

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 _____, 2023.

By: _____
LESTER M. MILLER, Mayor

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

*Q:\RES MACON-BIBB\2023 Miller Appointing Ken Blair To The Macon-Bibb County Transit
Authority.Docx*

EXHIBIT A

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Ken Blair
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.
- _____
- _____
- _____

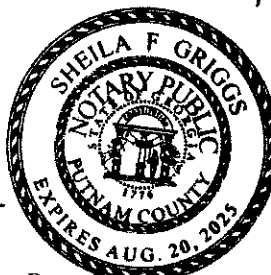
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent 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.

Ken Blair / [Signature]
Print and Sign Name

Sworn to and subscribed before me this
30 day of May, 2023

Sheila F. Griggs
Notary Public

My commission expires: 8/20/2025



Curriculum Vitae

Ken Blair

307 Pond View Road

Macon, GA 31206

(706) 466-5173

kblair@wesleyancollege.edu

Summary Highly motivated, educational professional with over eight years' experience in designing, managing, or implementing postsecondary development, financial literacy, academic success and resources with Mercer University Office of Student Financial Planning, Upward Bound Program and Wesleyan College. Extensive experience preparing students for post-secondary academic success through various forms of student development workshops and programming. Continuously meet federal objectives thru identifying, recruiting, retention and selecting over 155 student participants annually. Demonstrated ability in utilizing computer technology to access data, maintain records, and generate reports for Annual Performance Reports and Grants. 8 years of professional advertising, marketing principals and sales experience. Advanced background in marketing strategies, communication, strategic planning, project and product management, and advertising. Experienced sales and marketing in the concertation areas of commercial and residential management, with background as an leasing specialist, assistant and property manager for several properties in Macon, GA. Excellent communicator with strong speaking, writing, research, and analytical skills. Successfully served in the following positions: Associate Director, Property Manager, Workshop Facilitator, Educational Specialist, Academic Coordinator, Director of First Year Experience and Student Success Coach.

Areas of Expertise

- Post-secondary Planning
- Student Development
- Marketing & Sales
- Recruitment
- Technology Integration
- Curriculum Development
- Workshop Facilitation
- Counseling
- Data Management
- Student Evaluation
- Grant Research
- Mentoring

Education **Master of Business Administration**
Brenau University, Gainesville, GA
December 2016

Bachelor of Applied Science in Organizational Leadership Minor: Education
Mercer University, Macon, GA
May 2013

Work Experience

Director of Strategic Initiatives, August 2022- Present Wesleyan College, Macon, GA

- Oversees projects and initiatives from the president of the college
- Facilitates meetings and strategies with community partners
- Implements strategic initiatives to increase the visibility of the college

Director of First Year Experience, August 2020- July 2022 Wesleyan College, Macon, GA

- Provides leadership and coordination for first-year programs
- Facilitate a successful college transition for freshmen through orientation, workshops, and special programming
- Plan and coordinate events and programs for faculty, staff, and students
- Collaborate with Marketing staff to create flyers for mailing, email/social media communications
- Delivers support, resources, and programming that promote engagement, student persistence, retention, and academic success
- Manages programs and services promoting student persistence and success in order to improve undergraduate retention and graduation rates
- Prepares semester and annual reports detailing freshmen retention and cohort persistence data in collaboration with the director of the academic resource center and academic provost
- Participates in the assessment process and recommends action for improvement based on data, student success, and persistence
- Advisor for first-year and undeclared students
- Utilizes the retention management system for student communication and early intervention for student caseload
- Participates in ongoing listservs and professional development to incorporate best practices in first-year programming
- Participates in campus-wide committees related to first-year programs
- Designs, facilitates, and evaluates course curriculum, training, and syllabi for freshman seminar courses
- Acts as the master administrator for the freshman seminar courses and coordinated learning communities
- Serves as an instructor for a freshman seminar course each semester
- Coordinates the implementation of the New Student Orientation program for fall and spring
- Hires, supervises, evaluates, and mentors first-year programs staff
- Hires, trains, and mentors first-year programs staff, faculty, and student employees, including New Student Orientation program peer leaders

Special Project: Academic Student Success Coach

- Monitor, advise, and provide learning support for at-risk students including those on academic recovery and those identified as academically in need through the early alert program
- Design strategies to support at-risk students and coordinate with academic advisors and faculty members to facilitate improvements in student success
- Academic Student Success Committee
- Staff Council
- President's Task Force Committee

Academic Coordinator, October 2017- August 2020

Mercer University, Upward Bound, Macon, GA

- Monitor student progress and provide academic advising & career/personal counseling
- Monitor and maintain up-to-date and accurate student records
- Coordinate the implementation of personal, career, and postsecondary counseling and academic support services for academic year and summer program components
- Hire, train, supervise, and evaluate part-time tutoring, summer residential, and mentoring program staff
- Coordinate the Summer Career Work Study Component for summer participants
- Manage a caseload of students by providing academic information and assistance
- Submit required documentation and requests as directed
- Assumes leadership role when required to organize the workflow and ensure that staff understands their duties or delegated tasks
- Have a proficient understanding of the BLUMEN software database
- Knowledgeable of APR requirements and annual targets
- Facilitates academic workshops for high school students
- Oversees SAT/ACT strategy sessions
- Collaborates with community agencies to provide educational services
- Conducts research for grant writing
- Works with low-income, first-generation students, and adults to achieve post-secondary success through financial literacy and college admissions completion
- Increase the Retention and Success Rate of program participants
- Utilizes computer technology to access data, maintain records, and generate reports for Annual Performance Reports

Educational Specialist, February 2017-October 2017

Mercer University, Upward Bound, Macon, GA

- Objective and detail-focused in carrying out the mission and vision of the program
- Assisted students in establishing and clarifying educational, career, and personal goals
- Collected and entered data in the BLUMEN database and maintained accurate student records
- Prepared and delivered lectures to students within the prescribed curriculum standards
- Provided postsecondary advising and academic assistance to 9th-12th grade students
- Facilitated stimulated class discussions through face-to-face and online learning methods

- Provided effective strategies to advise colleagues on how to assist students with post-secondary learning
- Guided students in high school course selections and college degree requirements
- Performed teaching-centered and service-learning activities
- Mentored assigned students through first-year of college enrollment
- Facilitated leadership workshops and advised high school students on college access across the United States
- Increase the Retention and Success Rate of program participants
- Served as scholar relations correspondent between parents and faculty
- Coordinated student activities to meet leadership objectives

Associate Director, November 2014-February 2017

Mercer University, Office of Student Financial Planning, Macon, GA

- Awarded traditional students financial aid packages
- Athletic Financial Associate Director for Football students
- Awarded and revised financial aid packages
- Counseled students regarding financial resources and opportunities
- Effectively communicated with parents, professors, and other University departments
- Financial Aid presentations and registrations
- Team Assessment Leader of internal and external student records
- Served as the Marketing representative for the department
- Maintained a working knowledge of Title IV regulations
- Worked with various student platforms including Campus Nexus, Canvas, and MyMercer
- Provided detailed and excellent customer service to students, parents, and outside representatives
- Awarded Non-Traditional Regional Academic students financial aid packages
- Facilitated workshops for academic centers for financial and University presentations
- Advised students, created and presented weekly academic, career workshops and webinars
- Represented the University as an Alumni and staff at various programs
- Maintained a working knowledge of the University's procedures and policies

Property Manager, June 2009- November 2014

Element National Management, Macon, GA

- Served as a team leader and implemented major goals and initiatives for the organization
- Increased property occupancy from 80% to 95% in the first 90 days of employment
- Provided strategic planning and project management that led to consistent sales growth
- Specialized in Marketing and Sales and Strategic Management
- Customer Service Communication Specialist
- Maintained an excellent understanding of the organizations' purchasing processes and procedures
- Prepared and submitted weekly reports for business data analytics
- Developed marketing surveys and resources for the company

- Employed various graphic and marketing strategies to increase sales through social media campaigns

Teaching Experience

WISE Instructor, August 2021- Present
Wesleyan College, Macon, GA

- Advise all first-year and undeclared students
- Facilitates curriculum and instructional learning online and in-person
- Maintain office hours
- Evaluates student progress through weekly grade submission

Experience University Instructor, August 2018- August 2020
Mercer University, Macon, GA

- Excellence in Advising Award Nominee
- Facilitates instruction in the history and culture of the university
- Maintains office hours
- Evaluates student progress through weekly grade submission

Faculty/Instructor, February 2017- August 2020
Mercer University, Upward Bound, Macon, GA

- Facilitates academic workshops for high school students
- Serves as an advisor and academic instructor
- Coordinates scholar activities
- Provides tutorial services for postsecondary advising

Mentor Advisor, August 2017- August 2020
Mercer University, Upward Bound

- Facilitates instruction in the introductory UB 101 course section
- Conducts weekly meetings
- Maintained office hours
- Evaluates student progress through weekly journal and discussion question submissions

Leadership Experience

Candidate, Leadership Mercer 2020
Mercer University Campus Life and Student Involvement, Macon, GA

- Participates in monthly Leadership Macon seminars along with other campus decision-makers and students to review topics of interest and issues of importance and concern for the Mercer community.

Advisor, Minority Mentor Program August 2017- August 2020
Mercer University Office of Student Support Services, Macon, GA

- Advises over 100 first-generation undergraduate students on scholastic and retention efforts.

Student Affairs Assessment Committee, January 2019- August 2020
Mercer University, Macon, GA

- Assist the division in strategic and effective assessment endeavors for the university.

Co-Advisor, National Pan-Hellenic Council March 2017- August 2020
Mercer University, Macon, GA

- Advises six undergraduate fraternity and sorority chapters on civic engagement and academic success

Vice President, Macon Middle-GA National Pan-Hellenic Council January 2018- Present
Macon, GA

- Advises graduate/alumni fraternity and sorority chapters on civic engagement and academic success

UNV 101 Instructor, August 2018- August 2020
Mercer University Academic Services, Macon, GA

- Mentor incoming college first-year students on policies and procedures as well as personal scholastic concerns and goals

Volunteer Experience

Founder, Greeks of Warren County Mentor Program Warren County High School, Warrenton, GA, March 2016-Present

- Mentors first-generation students for postsecondary success

Secretary, Macon-Bibb County, Mercer University, Macon, GA, September 2018- September 2019

- Communicates essential bulletins, maintains accurate minutes, and serves as scholarship chair

Member, Mercer University Alumni Social Media Ambassador, Mercer University, Macon, GA, March 2017-present

- Communicates essential bulletins via Social Media as an Alumni Correspondent

Member, Think Tank, Mercer University, Macon, GA, November 2017- August 2020

- Facilitates workshops and panels to discuss diversity and inclusion on campus
- Develops leadership curriculum and college success strategies for at-risk college students
- Provides cultural experiences and community engagement service projects for undergraduate students

Co-Advisor W.O.M.E.N., February 2018- August 2020

Women of Minority Empowering the Neighborhood, Mercer University, Macon, GA

- Mentors aspiring undergraduate students with a community service focus

Advisor, October 2018-August 2020

Mercer University Mentor Program, Macon, GA

- Facilitates academic workshops
- Conducts workshops enriching study skills and etiquette for at-risk high school students
- Provides tutoring services and cultural experiences

Community/Professional Volunteer, August 2017- August 2020

Mercer University, Macon, GA

- Logged nearly 450 service hours
- Facilitated clothing, food, blood, and voter registration drives
- Volunteered at Rescue Mission and various community agencies

Speaking Engagements

- Keynote Speaker, Wesleyan College BSA (April 2021)
- Presenter, College Expo-College 101 (March 2019)
- Speaker/Presenter, Youth Leadership Conference (March 2019)
- Panelist, Mercer Firsts Program Student Success Conference (March 2019)
- Facilitator, TRIO Alumni Mixer (February 2019)
- Speaker, Warren County High School Literacy Night (February 2019)
- Speaker/Facilitator, Upward Bound Roundtable (February 2019)
- Speaker, Family Connection Resource Fair, and Luncheon (October 2018, 2019)
- Speaker, Youth Inspiration Community Day (August 2018)
- Speaker/Presenter, Alumni Day, Community Event (September 2018)
- Presenter, Minority Mentors, Mercer University (August 2014, 2015, 2018)

Honors

- Mercer University Minority Mentor Program 40 under 40 (2022)
- Mercer University Minority Mentor Program Visionary Leadership Award (2022)
- Wesleyan Workhorse Award (2022)

- MaconIT Community Award (2022)
- National Pan-Hellenic Council Outstanding Frater Award (2021)
- Warren County Proclamation and Recognition Day (2021)
- Mercer Memories Publication Spotlight (2020)
- Manly Deeds Award (2020)
- Neophyte Award (2020)
- Brenau University Professional Achievement Award (2020)
- Macon-Middle Georgia Black Pages Young Entrepreneurs & Professionals (2019-2020)
- Mercer University Faculty/Staff Spotlight (2019)
- Community Service Award (2019)
- Rural Leader Magazine 40 under 40 (2019)
- W.O.M.E.N. Organization of the Year Advisor (2019)
- Mercer University Excellence in Advising Nominee (2019)
- Golden Key Honour Society Inductee (2018)

Professional Memberships

- Member, Mercer University African American Alumni Leadership Council (2018-Present)
- Member, Golden Key Honor Society Graduate (2018-Present)
- Member, Georgia Association of Special Programs Personnel (GASPP) (2017-2020)
- Member, Southeastern Association of Educational Opportunity Program Personnel (SAEOPP) (2017-2020)

Professional Trainings

- | | |
|--|----------------------|
| ▪ Community Foundation Training | March 2023 |
| ▪ 40 th Annual Conference: The First-Year Experience | February 2021 |
| ▪ Managing Bias Certificate of Completion | March 2021 |
| ▪ Diversity: Inclusion in the Modern Workplace | March 2021 |
| ▪ Accommodating Disabilities Certificate | March 2021 |
| ▪ Mercer University Office of Diversity and Inclusion
Rainbow Connection LGBTQ+ Certificate | August 2020 |
| ▪ Bridges: Taking Action Certificate of Completion | November 2020 |



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CRISIS LINE & SAFE HOUSE OF CENTRAL GEORGIA, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT- CORONAVIRUS (CDBG-CV) IN THE AMOUNT OF \$38,500.00 TO PROVIDE SHELTER SERVICES TO INDIVIDUALS AND FAMILIES INVOLVED IN DOMESTIC VIOLENCE SITUATIONS WITHIN A 12-MONTH PERIOD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic Community Development Department of the Macon-Bibb County Government and funded by an Community Development Block Grant applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Crisis Line & Safe House of Central Georgia, Inc. (CL&SH) has applied for Community Development Block Grant funding in the amount of \$38,500.00 from the Macon-Bibb County Economic and Community Development Department; and

WHEREAS, CL&SH intends to utilize CDBG-CV funds to provide hotel accommodations, meals, groceries, and supplies to up to 150 individuals and families involved in domestic violence situations within a 12-month period, along with comprehensive services; and

WHEREAS, the Macon-Bibb County Economic and Community Development Department has determined this to be eligible CDBG-CV activity and has selected CL&SH for award of these funds; and

WHEREAS, a copy of the grant award agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement between Macon-Bibb County and Crisis Line & Safe House of Central Georgia, Inc. for the County to provide Community Development Block Grant- Coronavirus funding in the amount of THIRTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$38,500.00) to Crisis Line & Safe House of Central Georgia, Inc. provide shelter services to individuals and families involved in a domestic violence situation within a 12-month period, along with comprehensive services, as indicated in Exhibit A.

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

BE IT FURTHER RESOLVED 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 _____, 2023.

By: _____

LESTER M. MILLER, Mayor

Attest: _____

(SEAL)

JANICE S. ROSS, Clerk of Commission

*Q:\RES MACON-BIBB\2023 Miller Authorizing Agreement Crisis Line and Safe House for CDBG-CV
Funds - \$38,500.00.docx*

EXHIBIT A

**AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
AND
CRISIS LINE & SAFE HOUSE OF CENTRAL GEORGIA, INC.
915 Hill Park, Suite 100C
Macon, Georgia 31201
Phone 478-745-9292**

**PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS PROJECTS**

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Crisis Line & Safe House of Central Georgia, Inc.**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

**ARTICLE I
DEFINITIONS AND IDENTIFICATIONS**

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant (CDBG-CV) Program or "Program"

The term "Macon-Bibb County Community Development Block Grant Coronavirus (CDBG-CV) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant Coronavirus applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant Coronavirus awarded by HUD.

HUD

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."**Low- and Moderate-Income Household**

The term “Low- and Moderate-Income Household” shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person

The term “Low- and Moderate-Income Person” shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count

A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a single program of Community Development Block Grants Coronavirus (hereinafter “CDBG-CV”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon, through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG’s CDBG-CV submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;
- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,
- (c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG-CV eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is administrator for the Program, and is mandated to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within

Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain the assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY23 (January 1, 2023-December 31, 2023) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements be included in contracts for recipients of federal grant awards acting as pass through entities.

Federal Award:

Community Development Block Grant-CV

Subrecipient Name:

Crisis Line & Safe House of Central Georgia, Inc.

Unique Entity Identifier:

L2N8CXEVX798

Federal Award Identification Number:

B-20-MW-13-0005

Federal Award Date:

September 1, 2020

Subaward period of performance start and end date:

January 1, 2023, thru December 31, 2023

Federal Funds Obligated:

\$38,500.00

Project Description:

To provide shelter services to person/families involved in domestic violence situations within a 12-month period, along with comprehensive services.

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31201

CFDA Name and Number:

Community Development Block Grants/Entitlement Grants; 14.218

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration”

is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV **PROJECT**

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **THIRTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$38,500.00)** (hereinafter the "Grant") to implement the following project (s): "**Crisis Line & Safe House PY23 CDBG-CV**" **program**. This program shall provide shelter services to persons/families involved in a domestic violence situation within a 12-month period, along with comprehensive services. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

ARTICLE V **NOTICES**

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Manager
200 Cherry Street, Suite 100
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-751-7390

If to Sub-grantee Crisis Line & Safe House
Attention: DeAlvah Simms, Executive Director
915 Hill Park, Suite 100C
Macon, GA 31201
Phone: 478-745-9292
Facsimile: 478-330-5535

ARTICLE VI

GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants Coronavirus (CDBG-CV) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall insure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;
- (c) Ineffective or improper use of funds provided under this Agreement; or
- (d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish

the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant Coronavirus shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG-CV eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG-CV program;

- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-CV program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG-CV funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-CV eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG-CV funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c) Time sheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

(ii) Upon receiving the invoices, reports and other material, the Department shall audit such

documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.

(iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy through-out the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:
 - (a) Transferred to the M-BCG for the CDBG-CV program, or
 - (b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII **PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

- (a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination

Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one.

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-CV-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-CV assisted activity, or with respect to the proceeds from the CDBG-CV assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

Signatures on following page

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST: MACON-BIBB COUNTY

Janice S. Ross, Macon-Bibb County
Clerk of Commission

Lester L. Miller, Mayor

Date

ATTEST: ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

Witness

Wanzina Jackson, Manager

Date

ATTEST: CRISIS LINE & SAFE HOUSE OF CENTRAL
GEORGIA, INC.

Witness

DeAlvah Simms, Executive Director

Date

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Crisis Line and Safe House, Hotel Stays, Food, Medical and, Cleaning Supplies in Macon-Bibb County 2023 CDBG-CV Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Coronavirus program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY

Crisis Line & Safe House Shelter Program shall provide hotel accommodations, meals, groceries, and supplies (including prescription and over-the counter medication) to 150 persons/families involved in a domestic violence situation within a 12-month period, along with comprehensive services. Each of the uses of CDBG-CV funds below represents a vital part of accomplishing the goals set out individually for clients and collectively for the agency.

IMPLEMENTATION PLANS

Low-income persons/families involved in domestic abuse enter this program through the 24-Hour crisis line. Eligible participants reside at the shelter or local extended stay hotel and participate in onsite case management. Services shall be administered within an undisclosed location for the safety of the domestic violence victims. Services to the clients shall be comprised of case management, advocacy, meals, clothing, transportation, therapy, linkage to resources for self-sufficiency, and other services needed to stabilize the client/family. All current and former residential clients are eligible to attend the weekly support group held at the shelter. Many former residents are choosing to participate in the non-residential weekly support group held at the counseling center. The initial case plan meeting will be held with all adult shelter residents who are in shelter for 4+ days. Program staff will provide all of these services to clients. CDBG-CV funds will pay operating expenses for the 24-Hour crisis hotline, communication services including phone and internet, copier, scanner and fax rental, hotline advertising, rent for the shelter portion of the outreach office, and the power, gas, and water bills for the shelter. This permits normal office and residential functions at the Safe House to be maintained.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

Executive Director: Oversees program; reviews and approves CDBG-CV paperwork; responsible for the oversight of the monthly grant reporting and reimbursements requests.

Deputy Director/Legal Advocacy Program Director: Oversees program; has primary responsibility for Legal Advocacy program; provides continuation services to residents after exiting the shelter.

Shelter Director: Oversees daily operations, staff, and paperwork completion; assesses clients for program eligibility.

Child Advocate: Assesses clients for program eligibility; maintains crisis hotline.

Family Advocates (2): Assesses clients for program eligibility; maintains crisis hotline.

B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Meals for on-site and off-site Shelter Crisis	Average 12/month	January 1, 2023- December 31, 2023	To provide all meals to 150 clients receiving residential care either in the shelter or an Extended Stay Hotel.
2) Groceries for on-site and off-site Shelter Crisis	Average 12/month	January 1, 2023- December 31, 2023	To provide groceries for 150 clients receiving residential care either in the shelter or an Extended Stay Hotel.
3) Supplies (prescriptions and over the counter medication) for on-site and off-site Shelter Clients	Average 12/month	January 1, 2023- December 31, 2023	To provide medical needs for 150 clients receiving residential care either in the shelter or an Extended Stay Hotel
4) Proposed Total Number of Individuals Served		January 1, 2023- December 31, 2023	150 Individuals Served

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, time sheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement, and comparing the Subgrantee's projected Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement, and shall prepare such other reports as may be required by the Department,

M-BCG and/or HUD. All monthly reports shall be submitted to the Department no later than the 15th of the following month.

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall insure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **January 1, 2023, and end on December 31, 2023**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG-CV funds or other CDBG-CV assets, including program income.

III. BUDGET

<u>Line-Item</u>	<u>Amount</u>
Hotel Accommodations	\$ 5,000.00
Groceries and Supplies (include prescriptions & over-the counter meds)	\$30,000.00
Indirect Cost	\$ 3,500.00
TOTAL	\$38,500.00

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$38,500.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during

the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B"

PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Coronavirus Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

(a) Voucher System: All supporting documentation, such as purchase order, invoices, receiving reports, and requisitions

(b) Books of Original Entry: Cash receipts and disbursements journal, general ledger

(c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.

(d) Personnel Records: Separate personnel file shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

(e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG-CV funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

(f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payment of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG-CV funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG-CV funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FAMILY ADVANCEMENT MINISTRIES, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS (CDBG-CV) IN THE AMOUNT OF \$42,500.00 TO FAMILY ADVANCEMENT MINISTRIES, INC. TO PROVIDE ELIGIBLE FAMILIES WITH DAYCARE ASSISTANCE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic Community Development Department of the Macon-Bibb County Government and funded by an Community Development Block Grant applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Family Advancement Ministries, Inc. ("FAM") has applied for Community Development Block Grant Coronavirus funding, in the amount of \$42,500.00 from the Macon-Bibb County Economic and Community Development Department; and

WHEREAS, FAM currently serves the needs of many low-income families when those families are faced with financial or personal crisis; and

WHEREAS, FAM intends to utilize CDBG-CV funds to implement the FAM Childcare Program, which will provide eligible families with daycare assistance, summer daycare assistance, Emergency COVID-19 Home Kits, and bus passes; and

WHEREAS, the Macon-Bibb County Economic and Community Development Department has determined this to be eligible CDBG-CV activity and has selected FAM for award of these funds; and

WHEREAS, a copy of the grant award agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement between Macon-Bibb County and Family Advancement Ministries, Inc. for the County to provide Community Development Block Grant- Coronavirus funding in the amount of FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$42,500.00) to Family Advancement Ministries, Inc. to provide eligible families with daycare assistance, summer daycare assistance, Emergency COVID-19 Home Kits, and bus passes, as indicated in Exhibit A.

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

BE IT FURTHER RESOLVED 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 _____, 2023.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)

*Q:\RES MACON-BIBB\2023 Miller Authorizing Agreement With Family Advancement Ministries For
CDBG-CV Funds - \$42,500.00.Docx*

EXHIBIT A

**AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
AND
FAMILY ADVANCEMENT MINISTRIES, INC.
538 Orange Street
Macon, GA 31201
Phone 478-746-9803
Fax 478-745-0847**

**PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS PROJECTS**

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Family Advancement Ministries, Inc.**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

The Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, Public Law 116-136, is a law meant to address the economic fallout of the 2020 coronavirus pandemic (COVID-19) in the United States. The US Department of Housing and Urban Development (HUD) has announced the allocation of funding for Community Development Block Grant Coronavirus (CDBG-CV) grantees based on the fiscal year 2020 grant formula for Macon-Bibb County. These special funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic to mitigate the impacts of COVID-19.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

**ARTICLE I
DEFINITIONS AND IDENTIFICATIONS**

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant Coronavirus (CDBG-CV) Program or "Program"

The term "Macon-Bibb County Community Development Block Grant Coronavirus (CDBG-CV) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant Coronavirus applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant

Coronavirus awarded by HUD.

HUD

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household

The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person

The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count

A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Community Development Block Grants Coronavirus (hereinafter "CDBG-CV") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG-CV submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;

- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,
- (c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG-CV eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is administrator for the Program, and is mandated to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain the assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III

UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY23 (July 1, 2023-June 30, 2024) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provide certain elements be included in contracts for recipients of federal grant awards acting as pass through entities.

Federal Award:

Community Development Block Grant-CV

Subrecipient Name:

Family Advancement Ministries, Inc.

Unique Entity Identifier:

J8RMY8GLZKN7

Federal Award Identification Number:

B-20-MW-13-0005

Federal Award Date:

September 1, 2020

Subaward period of performance start and end date:

July 1, 2023 thru June 30, 2024

Federal Funds Obligated:

\$42,500.00

Project Description:

Provide eligible families with daycare assistance, summer daycare assistance, Emergency COVID-19 Home Kits, and bus passes.

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31201

CFDA Name and Number:

Community Development Block Grants/Entitlement Grants; 14.218

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities” is defined as depreciation on

buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of “Facilities”.

Pursuant to HUD regulations, Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$42,500)** (hereinafter the "Grant") to implement the following project (s): **“FAM Childcare PY23 CDBG-CV Program.” Support for parents to engage in the workforce and protect their children by providing childcare, bus passes, Summer Day Care for parents affected by COVID-19, and Emergency COVID-19 Home Kits.** Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director

688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee Family Advancement Ministries
Attention: Gwendolyn Rolfes, Executive Director
538 Orange Street
Macon, GA 31201
Phone: 478-746-9803
Facsimile: 478-745-0847

ARTICLE VI **GENERAL CONDITIONS**

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants Coronavirus (CDBG-CV) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond

covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall insure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations

under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant Coronavirus shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG-CV eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG-CV program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-CV program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making

final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG-CV funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-CV eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG-CV funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

- (b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.
- (c) Time sheets shall be submitted as backup documentation for salary reimbursement.
- (d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.
- (e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.
- (ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.
- (iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.
- (iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy through-out the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

- (a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform

Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG-CV program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII **PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business

that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported

with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with

respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious

instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

Janice S. Ross, Macon-Bibb County
Clerk of Commission

Lester L. Miller, Mayor

Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

Witness

Wanzina Jackson, Manager

Date

ATTEST:

FAMILY ADVANCEMENT MINISTRIES,
INC.

Witness

by: Gwendolyn Rolfes, Executive Director

Date

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Family Advancements Ministries, Inc (Child Care) in Macon-Bibb County 2023 CDBG-CV Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Coronavirus program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY

Family Advancement Ministries will provide eligible families with day care assistance while the parent is working or attending school. This subsidy will cover the cost of day care for children until the GA CAPPS program begins its subsidy. This is for families affected by COVID-19 and returning to the work force with job loss or reduction of hours. Our Summer Day Care will provide assistance to affected families with school-age children that are out of school for the summer. This will allow parents to continue employment during the summer.

Each eligible family in this program will receive an Emergency Kit that includes information regarding COVID-19 prevention and COVID-19 tests. Eligible families in this CDBG-CV program will be eligible for bus passes to travel to work and/or job training. These will be "4 ride" tickets. Administration costs include the percentage of time of our case worker for the activities of this grant including interviews, required documentation, and follow-up.

We will serve approximately 83 families/individuals.

IMPLEMENTATION PLANS

All procedures and policies of Family Advancement Ministries will be adhered to. General oversight of the program will be the responsibility of the Executive Director and she will ensure that all steps will be taken to insure not only adherence to the program rules, but also the protection of the clients in our care.

Potential clients will be interviewed by our staff and one of our trained volunteers to verify eligibility and review documents required for identification, verification of income, employment status and other personal information. Our caseworker will discuss local options for job skills training and development and determine if the client can enter into this training program. The caseworker working with the client will determine an appropriate day care provider.

Once a "slot" is verified for the child/children and training sessions defined, FAM staff will discuss with the client and day care provider FAM policies on payments and the length of payments. FAM payments will cease once the GA CAPS childcare subsidy becomes available.

All funds issued by FAM will be approved by the Executive Director and prepared by our staff accountant. Our accountant processes all payments for the agency, as well as for this grant.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

Sandra Reid and Gigi Rolfes and Kayla Isom are responsible for all childcare projects.

B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Day Care Assistance	2 clients	July 1, 2023-June 30, 2024	25 families will receive an additional 4-6 weeks of daycare assistance.
2) Summer Day Care Assistance	7 Clients	July 1, 2023-June 30, 2024	20 families will receive 4 weeks of summer day care.
3) Emergency Home Kits, with COVID-19 information and test	8 Clients	July 1, 2023-June 30, 2024	83 individuals/families will receive an information kit with COVID-19 information.
4) Buss Passes	4 Clients	July 1, 2023-June 30, 2024	50 individuals/families will receive bus passes.
5) Proposed Total Number of Individuals Served		July 1, 2023-June 30, 2024	83 individuals/families

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, time sheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring

activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement and comparing the Subgrantee's projected.

Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement, and shall prepare such other reports as may be required by the Department, M-BCG and/or HUD. All monthly reports shall be submitted to the Department no later than the 15th of the following month.

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall insure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **July 1, 2023, and end on June 30, 2024**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG-CV funds or other CDBG-CV assets, including program income.

III. BUDGET

<u>Line-Item</u>	<u>Amount</u>
Childcare Subsidies	\$25,000.00
Staff Support (\$23 an hr.)	\$ 6,500.00
Bus Passes (800 total)	\$ 4,000.00
Day Care Subsidies	\$ 4,000.00
Emergency COVID Home Kits	\$ 3,000.00
TOTAL	\$42,500.00

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$42,500.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B" **PROGRAM REQUIREMENTS**

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Coronavirus Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

- (a) Voucher System: All supporting documentation, such as purchase order, invoices, receiving reports, and requisitions
- (b) Books of Original Entry: Cash receipts and disbursements journal, general ledger
- (c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.
- (d) Personnel Records: Separate personnel file shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- (e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG-CV funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
- (f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payment of

taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG-CV funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG-CV funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BIG BROTHERS BIG SISTERS OF THE HEART OF GA, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS (CDBG-CV) IN THE AMOUNT OF \$25,324.00 TO PROVIDE MENTORING SERVICES TO AT-RISK YOUTH; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic Community Development Department of the Macon-Bibb County Government and funded by an Community Development Block Grant applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Big Brothers Big Sisters of the Heart of Ga, Inc. (“BBBS”) has applied for Community Development Block Grant funding in the amount of \$25,324.00 from the Macon-Bibb County Economic and Community Development Department; and

WHEREAS, BBBS intends to utilize CDBG-CV funds to provide mentoring services to 20 at-risk youth, who will be matched with a mentor and will receive services in an in-person or virtual environment several hours each month; and

WHEREAS, BBBS will provide enrichment activities for adults and youth to participate in including programs that support financial health, job search and career options, mental health, and education support; and

WHEREAS, the Macon-Bibb County Economic and Community Development Department has determined this to be an eligible CDBG-CV activity and has selected BBBS for award of these funds; and

WHEREAS, a copy of the grant award agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement between Macon-Bibb County and Big Brothers Big Sisters of the Heart of Ga, Inc. for the County to provide Community Development Block Grant- Coronavirus funding in the amount of TWENTY-FIVE THOUSAND THREE HUNDRED TWENTY-FOUR DOLLARS AND 00/100 CENTS (\$25,324.00) to Big Brothers Big Sisters of the Heart of Ga, Inc. to provide mentoring services to at-risk youth in Macon-Bibb County, as indicated in Exhibit A.

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

BE IT FURTHER RESOLVED 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 _____, 2023.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)

*Q:\RES MACON-BIBB\2023 Miller Authorizing Agreement Big Brothers Big Sisters for CDBG-CV
Funds - \$25,324.00.docx*

EXHIBIT A

AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

AND

BIG BROTHERS BIG SISTERS OF THE HEART OF GA, INC.

171 Emery Highway
Macon, Georgia 31217
Phone 478-745-3984

PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS PROJECTS

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Big Brothers Big Sisters of the Heart of GA, Inc.**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

The Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, Public Law 116-136, is a law meant to address the economic fallout of the 2020 coronavirus pandemic (COVID-19) in the United States. The US Department of Housing and Urban Development (HUD) has announced the allocation of funding for Community Development Block Grant Coronavirus (CDBG-CV) grantees based on the fiscal year 2020 grant formula for Macon-Bibb County. These special funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic to mitigate the impacts of COVID-19.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant Coronavirus (CDBG-CV) Program or "Program"

The term "Macon-Bibb County Community Development Block Grant Coronavirus (CDBG-CV) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant Coronavirus applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant Coronavirus awarded by HUD.

HUD

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household

The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person

The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count

A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Community Development Block Grants Coronavirus (hereinafter "CDBG-CV") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG-CV submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;
- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,
- (c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG-CV eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is administrator for the Program, and is mandated to comply with various statutes, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain the assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY23 (July 1, 2023 thru June 30, 2024) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provide certain elements be included in contracts for recipients of federal grant awards acting as pass through entities.

Federal Award:

Community Development Block Grant-CV

Subrecipient Name:

Big Brothers Big Sisters of the Heart of GA, Inc.

Agency Unique Entity Identification (UEI):

VLDJHBMTDDD4

Federal Award Identification Number:

B-20-MW-13-0005

Federal Award Date:

September 1, 2020

Subaward period of performance start and end date:

July 1, 2023 thru June 30, 2024

Federal Funds Obligated:

\$25,324.00

Project Description:

To provide mentoring services to at-risk youth of Bibb County. Youth will be matched with a mentor, will take place in a virtual environment several hours each month, until it is safe to meet in person.

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)
688 Walnut Street, Suite 101
Macon, GA 31201

CFDA Name and Number:

Community Development Block Grants/Entitlement Grants; 14.218

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **TWENTY-FIVE THOUSAND THREE HUNDRED TWENTY-FOUR DOLLARS AND 00/100 CENTS (\$25,324.00)** (hereinafter the "Grant") to implement the following project (s): **"Big Brother Big Sisters PY23 CDBG-CV Program,"** to provide mentoring services to at-risk youth of Bibb County. Youth will be matched with a mentor, will take place in a virtual environment several hours each month, until it is safe to meet in person. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street

With copy to: Macon, Georgia 31201
Economic and Community Development Department
Attention: Wanzina Jackson, Manager
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-751-7390

If to Sub-grantee Big Brothers Big Sisters of the Heart of GA, Inc.
Attention: Betsy Fitzgerald, CEO
171 Emery Highway
Macon, Georgia 31217
Phone: 478-745-3984

ARTICLE VI

GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants Coronavirus (CDBG-CV) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall insure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such

statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant Coronavirus shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG-CV eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or

remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG-CV program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-CV program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG-CV funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-CV eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG-CV funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability,

and female head of household. In addition, for each Program participant, once, and once only

during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c) Time sheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

(ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.

(iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy through-out the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon

termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG-CV program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the

performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real

or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-CV-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-CV -assisted activity, or with respect to the proceeds from the CDBG-CV -assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor

agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

Janice S. Ross, Macon-Bibb County
Clerk of Commission

Lester M. Miller, Mayor

Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

Witness

Wanzina Jackson, Manager

Date

ATTEST:

BIG BROTHERS BIG SISTERS OF THE
HEART OF GA, INC.

Witness

Betsy Fitzgerald, CEO

Date

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Big Brother Big Sisters Out of the Heart of Georgia, Mentoring for Change Program Expansion to Support Youth Affected by COVID-19, PY23 CDBG-CV program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. These special funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic to mitigate the impacts of COVID-19. Such program will include the following activities eligible under the Community Development Block Grant Coronavirus program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY

Big Brothers Big Sisters of the Heart of Georgia ("BBBS") will provide mentoring program services to 20 at-risk youth of Bibb-County. Youth will be matched with a mentor, will take place in a virtual environment several hours each month, until it is safe to meet in person. BBBS will also provide enrichment activities in-person or virtually for adults and youth to participate in, including programs supporting financial health, job search and career options, mental health, and education support. Expanded services will be provided to families due to COVID-19 including additional match support, connecting families to vital services needed due to the pandemic including physical and mental healthcare, food access, and financial assistance.

Potential Littles in this program will be middle and high school aged students with one or more of the following risk factors:

- Having a sibling, parent, or significant family member who has been incarcerated; or a sibling involved with the juvenile justice system
- Dealing with opioid/substance abuse problems
- Teen Pregnancy
- Living in a single parent household
- Living at or below the poverty line
- School dropout or inconsistent attendance
- Exposure or potential exposure to violence

Eligible youth will participate in one of our traditional programs including school based and community-based program or they may participate in our new Beyond School Walls workplace mentoring program.

IMPLEMENTATION PLANS

All of our core mentoring practices align with the standards outlined in the Elements of Effective Practices for Mentoring, including the benchmarks and enhancements outlined in the checklist. Our standards evolve but have always been followed for over 66 years.

We have addressed each standard below:

Standard 1 – Recruitment: Our recruitment process for mentors and parents/caregivers starts with a candid conversation with one of our customer relations staff that sets expectations for the

program, including the benefits, practices, and challenges. We help young people and their parents understand what mentoring is and what they can expect from a mentoring relationship. Written statements outline eligibility requirements for mentors and mentees in the program.

Standard 2 – Screening: Safety is a top priority. Mentor screening begins with an application to the program, a comprehensive criminal background check including searching national and local criminal records database along with sex offender and child abuse registries. We conduct a reference check with three references, including personal and professional contacts. If the reference checks and references are satisfactory, we complete an in-depth, face-to-face interview with the mentor. The mentor agrees to a one-year minimum commitment (12 months for our community-based program, school year for school-based). The parent/guardian agrees to participate in enrichment activities provided by the agency or agency partners.

Standard 3 – Training: Mentor training includes a minimum of two hours of in-person or online, pre-match training that includes the following topics:

- Program rules
- Mentor's goals and expectations for the mentor/mentee relationship
- Mentor's obligations and appropriate roles
- Relationship development and maintenance
- Ethical issues that may arise related to the mentoring relationship
- Effective closure of the mentoring relationship
- How to access the support available to all mentors

The program provides evidence-based training materials to use for the sessions, and additional pre-match training opportunities are offered beyond the two hour, in-person requirement. The program addresses the following developmental topics in the training:

- Youth development process
- Cultural, gender, and economic issues
- Opportunities and challenges associated with mentoring youth involved with juvenile justice

The program also uses the training to continue to screen mentors for suitability and develops techniques for early troubleshooting should problems be identified. Ongoing training, as identified by monthly match support contacts, is provided to volunteers, youth, and parents/guardians as needed.

For mentees and their parent/guardian(s), we provide an introductory orientation to train on the following topics:

- Program guidelines
- Mentor's obligations and appropriate roles
- Mentees' obligations and appropriate roles
- Parent/guardian involvement guidelines

We utilize a signed match agreement to make sure all parties understand their roles.

Standard 4 – Matching: BBBS assesses a number of factors including the aims/goals of the specific

program, and the characteristics of the mentor and mentee. For example, we look at interests, proximity, availability, age, gender, race, ethnicity, personality and expressed preferences of mentor, mentee, and parent/guardian, when making matches. We conduct an initial match meeting with BBBS program staff in attendance, to introduce the participants, review the “ground rules,” discuss and develop a Youth Outcomes Development Plan (YODP), and celebrate the new mentoring relationship.

Standard 5 – Monitoring and Support: BBBS program staff contact the mentor, mentee, and parent/guardian at least twice the first month, and a minimum of once a month, every month thereafter. This contact allows us to document information about each mentor-mentee contact, including, at a minimum, the date, length, and nature of contact. BBBS staff provides mentors with expert advice during these conversations. Web-based resources, mentor support groups, and social service referrals to help mentors negotiate challenges in the mentoring relationships as they arise. We follow evidence-based protocol to elicit more in-depth assessment from the mentor and mentee about their relationship, while using scientifically tested relationship assessment tools developed by Big Brothers Big Sisters of America.

Our agency will also provide one or more opportunities per year for post-match mentor training as well as group activities for the mentors and their mentees. We offer information about activities that matches may wish to participate in together and provide donated tickets for activities. We also thank mentors and partners annually, recognizing their contributions during the year.

Standard 6 – Closure: BBBS has procedures in place to manage anticipated and unanticipated closures, including a system for a mentor or mentee rematch, when appropriate. We conduct and document exit interviews with mentors and mentees. We encourage all matches that are on track to continue in the program. We have a written statement outlining terms of match closure and policies for mentor/mentee contact after a match ends.

Due to COVID-19, program delivery will be revised to ensure the safety of our youth, mentors, and their families. We will follow all CDC and government guidelines. Match meetings, events, interviews, training and other program activities will take place in a virtual environment until it is safe to meet in person. BBBS will provide masks to staff, volunteers and youth as needed and ensure the cleanliness of our office and event locations following provided CDC and government guidelines.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

The Director of Programs, Betsy Fitzgerald, will oversee project implementation. This position will be responsible for quality assurance and staff supervision.

The President & CEO, Betsy Fitzgerald, will oversee the overall operations of the program, data collection, and reporting. In addition, she will play a key role in volunteer and partner cultivation and recruitment while expanding agency funding. The Director of Programs and her will set goals and recruitment targets for program staff. She will also be responsible for oversight of all finance, accounting, and financial reporting activities. She will ensure the agency has the systems and procedures in place to support effective program implementation and conduct flawless audits. She will work closely with program members, not only to educate them regarding finance and accounting procedures, but also to explore how the finance function can support program

operations. She will ensure that the program implementation and program audits are completely correctly.

Our Mentoring Relationship Specialists will support this project. Although each specialist will provide customer service, each will provide additional services based on their job focus include recruitment, mentor and child enrollment, training, match support, and family and match engagement activities.

Program quality is ensured by hiring staff holding at least a Bachelor's Degree in related fields including social Work, counseling, or education. An exception may be made if an employee demonstrates significant equivalent work experience. The Director of Programs and President & CEO collectively have over 40 years of nonprofit experience, including serving disadvantaged children, and serve as a foundation for training and support to ensure adherence to grant requirements.

B. National Objectives

The Sub-grantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Sub-grantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Mentoring Services Availability and accessibility of services to low income families. Services are at no-cost 100% of our families and volunteers. Services support and enhance existing social supports, creating strong individuals, families, and communities.	4-12 hours each month	July 1, 2023-June 30, 2024	80% of program youth improve their attitudes towards risky behaviors including using tobacco, drugs, drinking, skipping school, hitting someone, and breaking rules in school. 80% of youth in the program will avoid any new involvement with the juvenile justice system. 20 Youth-Mentor Matches
2) Youth and Adult Enrichment Activities Availability and accessibility of services to low income families. Services are at no-cost for 100% of our families and volunteers.	Up to 2 per month (1 Structured activity per year, 1 family/parent engagement activity per year)	July 1, 2023-June 30, 2024	50% of all matches will participate in at least one structured activity a year. 35% of families in the program will participate in family/parent engagement activities at least once per year.
3) Proposed Total Number of Individuals Served		July 1, 2023-June 30, 2024	20 individuals to be served

SUB-GRANTEE is also responsible for submitting monthly progress reports, time sheets, participant eligibility forms, and any other documentation deemed necessary to the M-BCG monitoring official during the funding cycle. These records shall be retained at least four (4) years after the contract expires.

D. Performance Monitoring

The Sub-grantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Sub-grantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Sub-grantee's compliance with the terms and conditions of this Agreement, and comparing the Sub-grantee's projected Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Sub-grantee shall furnish the Department, the M-BCG, or its designee copies of such records and information as the Department or the M-BCG deems necessary. In addition, the Sub-grantee shall submit monthly progress reports as required by Section 7-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, the M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15th of the following month.**

The M-BCG will monitor the performance of the Sub-grantee against goals and performance standards as stated above. Substandard performance as determined by the M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-grantee within a reasonable period of time after being notified by the M-BCG, contract suspension or termination procedures will be initiated.

E. The Macon-Bibb County Government's Recognition

The Sub-grantee shall insure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Sub-grantee shall start on **July 1, 2023-June 30, 2024**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-grantee remains in control of CDBG-CV funds or other CDBG-CV assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Personnel Services (\$16.83 an hr.)	\$ 6,000.00
Mentoring Relationship Specialist (\$15.45 an hr.)	\$ 3,500.00
Deep Cleaning and Office Sanitation	\$ 3,000.00
Quality Assurance Service for Program	\$ 414.00
Match Recruitment Events	\$ 750.00
General Office Supplies	\$ 30.00
Criminal Background Checks (\$47.50 each)	\$ 850.00
Matchforce/Mentoring	\$ 300.00
Safety Supplies (sanitation; cleaning)	\$ 600.00
Activity/Facilitator Fees	\$ 5,080.00
Transportation	\$ 4,800.00
TOTAL	\$ 25,324.00

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$25,324.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Coronavirus Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

- (a) Voucher System: All supporting documentation, such as purchase order, invoices, receiving reports, and requisitions
- (b) Books of Original Entry: Cash receipts and disbursements journal, general ledger
- (c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.

(d) Personnel Records: Separate personnel file shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a

record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

(e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG-CV funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

(f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payment of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG-CV funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG-CV funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZING THE ABANDONMENT OF THE UNOPENED RIGHT-OF-WAY OF BONITA PLACE AND THE REMOVAL OF SUCH PATH FROM THE OFFICIAL ROAD MAP OF MACON-BIBB COUNTY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Mr. Robert Reichert (the “Petitioner”) has petitioned to purchase an unopened right-of-way of Bonita Place; and

WHEREAS, Bonita Place was platted as a part of the Ingleside Estates development, built in the early 1900s, with part of Bonita Place being developed as a full roadway and a remaining portion of right-of-way remaining unopened; and

WHEREAS, while the petitioned for portion of Bonita Place was never developed into a paved roadway, nor maintained by Macon-Bibb County, in any prior form, the Macon-Bibb County Commission desires to formally abandon such parcel so that it may be properly returned to the tax digest and beneficial use; and

WHEREAS, pursuant to Georgia law, prior to the sale of any public road or right-of-way, such public way must be duly abandoned, in a process including notice to abutting owners and a public hearing, where the governing body finds that the roadway has ceased to serve a substantial public purpose; and

WHEREAS the portion of Bonita Place subject to the Petition, is more readily identified in the survey included in Exhibit A; and

WHEREAS, The property is bordered on two sides by property owned by four individuals or entities other than the Petitioner; and

WHEREAS, notice of this petition for closure and abandonment, and the public hearing required to be held regarding such petition was sent to was sent to the abutting neighbors via U.S., Postal Service on May 31, 2023, and published in the Macon Telegraph on June 6, 2023, and June 17, 2023; and

WHEREAS, the Board of Commissioners of Macon-Bibb County, Georgia has considered abandoning the petitioned for portion of Bonita Place; and

WHEREAS, the Board of Commissioners of Macon-Bibb County has determined that the petitioned for portion Bonita Place has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the municipal road system is in the best public interest; and

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

NOW, THEREFORE, LET IT BE 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 that the petitioned for portion Bonita Place be closed and abandoned, and that it shall no longer be part of the road system of Macon-Bibb County.

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

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

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

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

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

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

IT IS SO RESOLVED this ____ day of _____, 2023.

LESTER M. MILLER, MAYOR

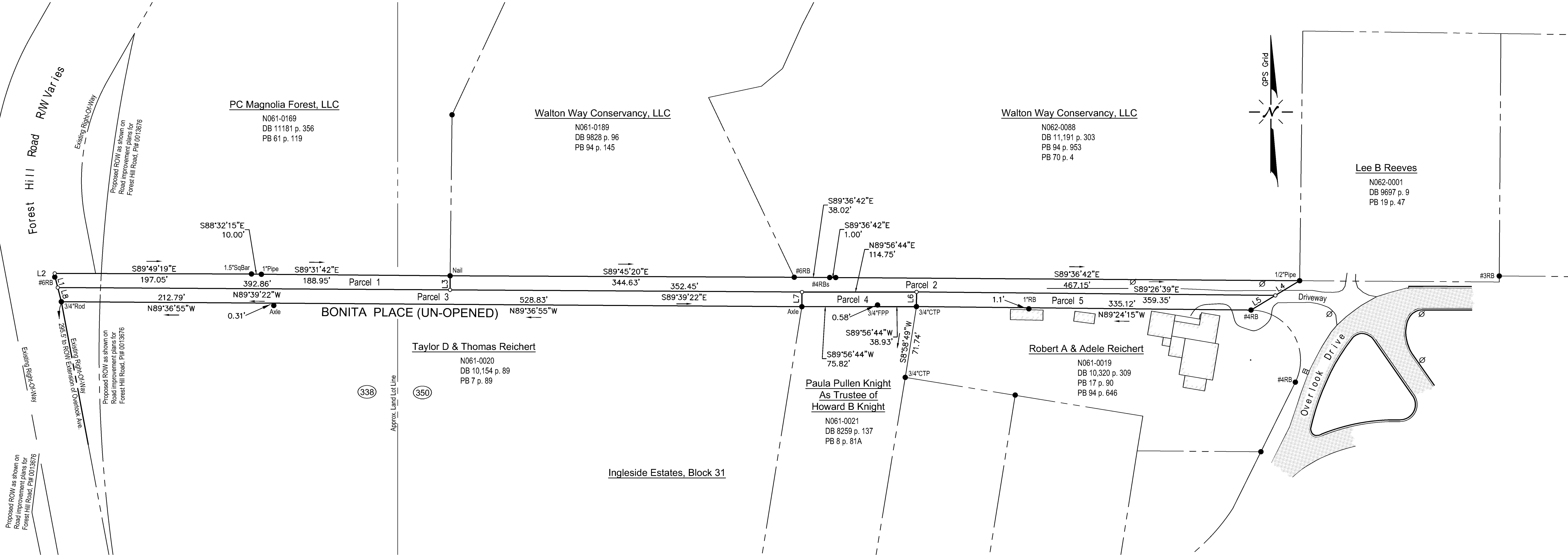
ATTEST:

JANICE ROSS, CLERK OF COMMISSION

(SEAL)

Exhibit A

(Reserved for Clerks Office)



Tract Area		
Parcel	Area, Sq. Foot	Area, Acre
1	5,676	0.130
2	12,090	0.278
3	10,729	0.246
4	1,686	0.039
5	5,100	0.117

Line Table		
Line	Bearing	Distance
L1	N 14°13'34" W	12.55'
L2	N 00°50'04" E	2.00'
L3	S 00°20'38" W	14.10'
L4	S 58°52'23" W	28.43'
L5	S 58°52'23" W	28.43'
L6	N 00°23'18" E	14.70'
L7	N 00°22'45" E	14.70'
L8	N 14°13'34" W	14.64'

LEGEND

PROPERTY LINE	---
LAND LOT LINE	---
EASEMENT LINE	---
TIE LINE	---
FENCE	-x-x-x-x-
DITCH/CREEK	- - - - -
BUILDING	
IRON PIN FOUND	●
CALCULATED POINT	○
FENCE POST	⊕
NAIL FOUND	▲
NAIL SET	△
CHISEL POINT FOUND	⊕
CHISEL POINT SET	⊕
LOT NUMBER	③
UTILITY POLE	⊕
CONC. MON. FOUND	■

NOTES

- THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO DOES NOT GUARANTEE THAT ALL EASEMENTS, EITHER DEDICATED OR IMPLIED, WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.
- THE PARENT TRACT IS DENOTED AS THE UNOPENED RIGHT-OF-WAY OF BONITA PLACE, BETWEEN FOREST HILL ROAD AND OVERLOOK DRIVE.
- BY THIS SURVEY, THE PARENT TRACT IS SUBDIVIDED INTO 5 PARCELS TO BE COMBINED INTO THE ADJACENT PROPERTIES.
- ACCORDING TO FIRM MAP NUMBER 1300680 0127 G, THIS PROPERTY IS NOT IN A DESIGNATED 100 YEAR FLOODPLAIN.

Macon-Bibb County Planning & Zoning Approval Not Required

THIS PLAT IS NOT A SUBDIVISION AS DEFINED IN SECTION 1.02(104) OF THE COMPREHENSIVE LAND DEVELOPMENT RESOLUTION FOR MACON-BIBB COUNTY, GA AND DOES NOT REQUIRE APPROVAL PURSUANT TO CHAPTER 29 OF SAID RESOLUTION. APPLICANT MUST BE AWARE THAT APPROVAL FROM THE GEORGIA DEPARTMENT OF TRANSPORTATION MAY BE REQUIRED BEFORE RECORDING THE PLAT.

Approval by: *Francis J. Sementelli III*
Approval Date: 5.10.2023

SURVEYOR CERTIFICATION

This survey is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel. The recording information of the document(s) which created the parcel(s) are stated herein. Recordation of this survey does not imply approval of the local jurisdiction, availability of permits, compliance with local regulations or requirements, nor suitability for any use or purpose of the land. Further, the undersigned Land Surveyor certifies that this map, plot or plan complies with the minimum technical standards for property surveys in Georgia as set forth in Chapter 180-7 of the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act OCGA 15-6-67.

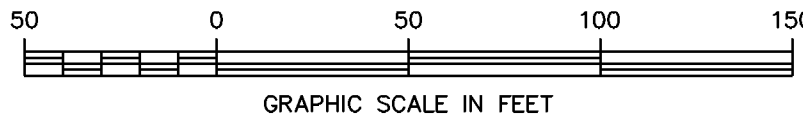
THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,480 FEET AND AN ANGULAR ERROR OF 04" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 110,084 FEET. THE LINEAR AND ANGULAR MEASUREMENTS SHOWN WERE OBTAINED USING A TOPCON GT-603 ROBOTIC TOTAL STATION.

FIELD WORK COMPLETED ON: NOV 22, 2021

May 9, 2023
F. CHARLES BROOKS, JR. GA. RLS 2419 DATE

780 Third Street
Macon, GA 31201
478-310-4614

DATE	REVISION



RIGHT-OF-WAY CONVEYANCE SURVEY		
for		
MACON-BIBB COUNTY		
Land Lot 338 & 350 Macon-Bibb County,		13th Land District Georgia
SCALE: 1" = 50'	DRAWING NO.: B001a1P1Closures.dwg	DRAWN BY: FCB
DATE: May 8, 2023	FIELD BOOK:	
Macon-Bibb County Engineer's Office Charles Brooks, Jr. RLS		



LEGISLATIVE SPONSORS

☒ **MAYOR LESTER M. MILLER**

☐ **COMMISSIONER VALERIE WYNN**

☐ **COMMISSIONER ELAINE LUCAS**

☐ **COMMISSIONER RAYMOND WILDER**

☐ **COMMISSIONER VIRGIL WATKINS, JR.**

☐ **MAYOR PRO TEMPORE SETH CLARK**

☐ **COMMISSIONER PAUL BRONSON**

☐ **COMMISSIONER MALLORY C. JONES, III**

☐ **COMMISSIONER BILL HOWELL**

☐ **COMMISSIONER AL TILLMAN**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT OF EXTENSION WITH THE HOUSTON COUNTY BOARD OF HEALTH WIC PROGRAM FOR THE LEASE OF OFFICE SPACE LOCATED AT 456 OGLETHORPE STREET IN THE AMOUNT OF \$21,215.00 FOR ONE YEAR; AND FOR OTHER LAWFUL PURPOSES.

***Purpose:** To extend the Houston WIC Program Office Lease at 456 Oglethorpe Street for one year for \$21,215.00.*

WHEREAS, on or about July 1, 2013, Bibb County, Georgia entered into a lease agreement with the Houston County Board of Health WIC Program (hereinafter “Houston County”) for the use of office space located at 456 Oglethorpe Street; and

WHEREAS, on or about January 1, 2014, Macon-Bibb County, as successor-in-interest to Bibb County, Georgia, became the holder of said lease agreement; and

WHEREAS, the initial term of the lease agreement was for one (1) year, and said agreement expired on or about June 30, 2014; and

WHEREAS, Macon-Bibb County and the Houston Board of Health have since renewed the one (1) year lease under the same terms every year since that initial lease term expiration; and

WHEREAS, on or about August 4, 2021, another one 1) year extension of the lease agreement was executed and said extension expired on or about June 30, 2022

WHEREAS, Houston County now desires to extend this Lease Agreement under the same terms and conditions for an additional period of one (1) year, with said extension beginning retroactively on July 1, 2023, and expiring on June 30, 2024; and

WHEREAS, the extended lease will be for office space totaling to one thousand four hundred and twenty (1,420) square feet with twelve (12) monthly lease payments of one thousand

seven hundred sixty-seven dollars and ninety-two cents (\$1,767.92) being rendered to Macon-Bibb County, equaling incoming revenue to Macon-Bibb County in the annual amount of twenty-one thousand two hundred fifteen and 00/100 dollars (\$21,215.00); 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 of extension with the Houston County Board of Health WIC Program, in substantially the same form as Exhibit “A” attached hereto, for the continued use of office space located at 456 Oglethorpe Street for an additional period of one (1) year, with said period to begin retroactively on July 1, 2023 and to expire or terminate on June 30, 2024, with the annual rent amount to be twenty-one thousand two hundred fifteen and 00/100 dollars (\$21,215.00), payable in twelve (12) monthly installments of one thousand seven hundred sixty-seven dollars and ninety-two cents (\$1,767.92).

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

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____
Lester M. Miller, Mayor

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

Exhibit A

STATE OF GEORGIA

COUNTY OF BIBB

LEASE AGREEMENT

This Lease Agreement, is made and entered into this ____ day of _____, 20____, by and between Macon-Bibb County, ("County") a political subdivision of the state of Georgia, and the Houston County Board of Health WIC Program ("Tenant"), an agency created under the laws of the State of Georgia, collectively referred to as "the Parties".

WITNESSETH

WHEREAS, on or about July 1, 2013, Bibb County, entered into a Lease Agreement with Lessee for the use of office space located at 465 Oglethorpe Street; and

WHEREAS, on or about January 1, 2014, by virtue of the consolidation of the City of Macon and the County of Bibb, Macon-Bibb County became the successor-in-interest and holder of the lease agreement between Tenant and Bibb County; and

WHEREAS, County and Tenant now desire to extend the Lease Agreement for an additional one-year period under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises and consideration contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Premises.** In consideration for the rents agreed to be paid by Tenant to County, County does hereby lease and let unto Tenant certain office space located at 456 Oglethorpe Street, Macon, Georgia 31201, and more particularly described as follows: All that singular space consisting of 1420 square feet and shown upon a partial sketch of the first floor thereof hereto attached as Exhibit A, and incorporated herein by reference, together with the use in common with all other tenants of the building and the right to use in common any parking areas available to tenants of the building generally.
2. **Term.** This Lease agreement shall be in full force and effect from July 1, 2023, to June 30, 2024.
3. **Rents.** Tenant agrees to pay County monthly rents of \$1,767.92, to be paid in advance, in an amount equal to \$21,215.00 per year.
4. **Termination.** This Lease Agreement may be terminated for convenience by either party upon 30 days written notice to the non-terminating party.
5. **Maintenance and Utilities.** County shall provide all necessary maintenance, janitorial services, and utilities needed for keeping the premises in good repair. At the expiration of

the term hereof, and in the absence of a renewal of this Lease Agreement, Tenant shall surrender the premises to County in the same or similar condition as the premises were let, excepting normal wear and tear.

- a. **Abuse of Plumbing.** Plumbing facilities in the building shall not be used for any other purpose that for which they were constructed and the expense of any breakage, stoppage, or damage resulting from misuse of the plumbing facilities by any employee, agent, or client of Tenant shall be borne solely by Tenant.
6. **Assignment; Subletting.** Tenant may not assign this Lease Agreement or sublet the premises without the prior written consent of Landlord; provided however, not such approved assignment or subletting shall release Tenant from any obligation imposed hereunder.
7. **Access to Premises.** County shall have the right to enter upon the leased premises at reasonable hours for the purposes of inspecting the premises, making repairs to the premises, or any property owned or controlled by County that may be located in or on the premises. Such repairs shall not unduly interfere with Tenant's business and operations. County shall notify Tenant of any repairs or access that may be done or need to be done after normal business hours within a reasonable time prior to such after hours access that Tenant may have adequate time to secure sensitive information relating to operations or clients. During the thirty (30) days prior to the termination or expiration of this Lease Agreement, County may have reasonable access to the premises herein demises for the purposes of exhibiting said premises to prospective tenants.
8. **Destruction.** If the premises shall be partially damaged by fire or other casualty event, the damages to the premises shall be repaired at the expense of County, and rents until such repairs are completed shall be prorated according to the portion of the premises which are usable to Tenant. Repairs to be completed by County shall be instigated promptly and prosecuted diligently. If the premises are entirely damaged and are rendered wholly unusable for Tenant by fire or other casualty, rents shall be abated and this Lease shall terminate; provided however, that Tenant and County may agree upon terms for restoration of the premises and resumption of occupancy.
9. **Default.** If Tenant should default in the payment of rents due hereunder of any other obligation herein imposed, vacate the premises, or if by operation of law any interest of Tenant shall pass to another and not revert to Tenant within thirty (30) days, County shall have the right to give written notice of default to Tenant, pursuant to the provisions of paragraph 14 herein, and if Tenant shall fail to cure any such default within thirty (30) days of the date that such notice was received, County shall have the right to terminate this lease and remove all persons and property therefrom by summary proceedings or pursue

other such remedies as may be allowed in law and/or equity, all such rights and remedies being deemed separate of any such other remedy in law or in equity.

10. **Waiver.** One or more waivers of any right, covenant, or condition contained herein shall not constitute nor be construed as a waiver of any future or subsequent breach of the same right, covenant, or condition. Consent of County to any action requiring County's consent or approval shall not be deemed to waive future consents required for any future similar act by Tenant.
11. **Force Majeure.** In the event that County or Tenant shall be delayed or hindered in or prevented from the performance of any obligation, covenant, or condition hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war, severe weather, including hurricanes or tornadoes, acts of God, or other reason beyond Landlord or Tenant's control, provided such delay is not due to an act or neglect of the party, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.
12. **Parking and Common Spaces.** The parties agree and acknowledge that Tenant shall have all the same rights to parking and common spaces of the building in which the premises lie. This right to use of common space is not subject to any additional rents or charges.
13. **Notices.** Unless otherwise provided for herein, all notices and communications concerning this Agreement shall be in writing and addressed to either County or Tenant as follows:
- | | |
|----------------------|--------------------------------|
| County: | Tenant: |
| Macon-Bibb County | Houston County Board of Health |
| Attn: County Manager | WIC Program |
| 700 Poplar Street | Attn: Ms. Nancy Jeffery |
| P.O. Box 247 | 5191 Columbus Road, Suite B |
| Macon, GA 31202 | Macon, GA 31206 |
14. **Indemnification.** Tenant shall indemnify and hold harmless County, its officers, employees, elected officials, and agents from and against any and all liability, claims, and demands on account of injuries or damages to persons or property arising out of this Lease Agreement.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused their duly sworn authorized signatories to hereunto set their hand and affix their respective seals as of the day and year first above written.

Macon-Bibb County, Georgia ("County")

By: _____
Lester M. Miller, Mayor

Attest: _____
Janice S. Ross, Clerk of Commission

Signed, sealed, and delivered
In the presence of:

(SEAL)

Notary Public

Houston County Board of Health
WIC Program

By: _____
_____(Name/Title)

Attest: _____
_____(Name/Title)

Signed, sealed, and delivered
In the presence of:

Notary Public

Exhibit A



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT AND AN OPERATING AGREEMENT WITH THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA FOR THE LEASE OF PROPERTY AND THE OPERATIONS OF THE FBO AT MACON DOWNTOWN AIRPORT ON BEHALF OF MIDDLE GEORGIA STATE UNIVERSITY; AND OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County is the owner and sponsor of the Macon Downtown Airport; and

WHEREAS, by Lease L-15-0011, Macon-Bibb County leased several buildings and the fuel farm at the Macon Downtown Airport to the Industrial Authority to be leased ultimately to the Board of Regents of the University System of Georgia for Middle Georgia State University to utilize for instruction and to operate the FBO; and

WHEREAS, that lease expires June 30, 2023; and

WHEREAS, Middle Georgia State University has reached out to the County to request that they lease the same property directly from the County and continue to operate the FBO for an additional term; and

WHEREAS, the Director of Aviation recommends that the County enter into a lease with the Board of Regents of the University System of Georgia for the buildings, ramp space, and fuel farm at the Macon Downtown Airport; and

WHEREAS, the Director of Aviation also recommends that Middle Georgia State University continue to operate the FBO at Macon Downtown Airport pursuant to an Operating Agreement; and

WHEREAS, the proposed lease is a year-to-year lease for up to 10 years at an initial annual rate between \$56,000.00 and \$70,000.00, with annual increases; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute a Lease Agreement and an Operating Agreement with the Board of Regents of the University System of Georgia for the lease of property and the operation of the FBO at Macon Downtown Airport by Middle Georgia State University, in a form to be approved 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 hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED in the event of scrivener's errors shall be discovered in this Resolution or in the Exhibit 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 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.

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
Janice S. Ross, Clerk of Commission

(SEAL)



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☐ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☒ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

An Ordinance Of The Macon-Bibb County Commission Amending Chapter 7 Article II Division 17 Of The Macon-Bibb County Code Of Ordinances To Establish Timber Harvest Operation And Notice Requirements Pursuant To O.C.G.A. §12-6-24; And For Other Lawful Purposes.

WHEREAS, timber harvesting operations occur in Macon-Bibb County on a recurring basis; and

WHEREAS, timber harvesting is an important component of the local economy in Macon-Bibb County, providing revenue to landowners, business opportunities, and jobs for local residents; it is the intent of the Macon-Bibb County Commission to facilitate this industry while at the same time protecting County infrastructure and the safety of the community; and

WHEREAS, timber harvesting in many instances requires the use of County-maintained roads in order to transport the product to market; and

WHEREAS, it is in the public interest to protect the County road system from damage caused by timber harvesting operations to the extent allowed by state law; and

WHEREAS, O.C.G.A. §12-6-24 authorizes and establishes the terms and conditions under which this Ordinance may be adopted and enforced; and

WHEREAS, it is the intent of the Macon-Bibb County Commission to preserve and exercise where appropriate all powers and authority granted to it under state law, including but not limited to O.C.G.A. §32-4-42 and O.C.G.A. §40-6-371, that are not in conflict with O.C.G.A. §12-6-24, in order to protect the health, safety and welfare of the community.

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission, and it is hereby so ordained by the authority of the same as follows:

SECTION 1.

Division 17 of Article II of Chapter 7 of the Macon-Bibb County Code of Ordinances, now reserved, is hereby repealed in its entirety and replaced with the following:
Chapter 7 – BUSINESS REGULATIONS

ARTICLE II. – BUSINESSES

DIVISION 17. – TIMBER HARVEST OPERATION AND NOTICE REQUIREMENTS

Sec. 7-426. – Notice Required.

All persons or firms harvesting standing timber in Macon-Bibb County for delivery as pulpwood, logs, poles, posts, or wood chips to any woodyard or processing plant located inside or outside this state shall provide Notice of such harvesting operations to Macon-Bibb County or the designated agent thereof prior to entering onto the property if possible, but in no event later than 24 hours after entering onto the property. Further, such persons shall give Notice of cessation of cutting within 24 hours after the job is completed. Submission of the Notice required by this Ordinance shall authorize the person or firm submitting same to undertake the timber harvesting operation described in the Notice and shall remain in effect until such time as the person or firm gives Notice that the harvesting operation is complete; provided, however, that any change in the facts required to be provided for purposes of such Notice, including but not limited to a change in the scope or extent of the operation, must be reported to Macon-Bibb County within three (3) business days after such change.

Sec. 7-427 – Form of Notice.

The Notice of harvesting operations shall be provided for each separate tract to be harvested. Such Notice shall be made in such form as prescribed by rule or regulation of the Director of the Georgia Forestry Commission, and shall include the following information:

- (1) A map of the area which identifies the location of the tract to be harvested and, as to those trucks which will be traveling to and from such tract for purposes of picking up and hauling loads of cut forest products, the main point of ingress to such tract from a public road and, if different, the main point of egress from such tract to a public road. If multiple points of ingress and/or egress will be used, all such points shall be identified;
- (2) A statement as to whether the timber will be removed pursuant to a lump sum sale, per unit sale, or owner harvest for purposes of ad valorem taxation under O.C.G.A. §48-5-7.5;
- (3) The name, address, and daytime telephone number of the timber seller if the harvest is pursuant to a lump sum or per unit sale or of the timber owner if the harvest is an owner harvest; and
- (4) The name, business address, business telephone number, and nighttime or emergency telephone number of the person or firm harvesting such timber.

Sec. 7-428 – Delivery of Notice.

- (a) Subject to the provisions of subsection (c) of this Section, the Notice required hereby may be submitted in person, by transmission of an electronic record via telefacsimile or e-mail, or by mail.
- (b) Subject to the provisions of subsection (c) of this Section, upon notification published by the Director of the Georgia Forestry Commission that a state-wide notification website or

platform is available for public use, persons or firms wishing to utilize said website or platform to provide the Notice required by this Ordinance may do so at their option, and Macon-Bibb County will accept notifications submitted in this manner.

- (c) On and after a date specified and published by the Director of the Georgia Forestry Commission, use of the state-wide notification website or platform shall be mandatory and shall be the sole means of providing the Notice required hereby; on and after said date submission of the Notice by any of the means listed in subsections (a) and (b) above shall cease and will no longer be deemed acceptable or in compliance with this Division.

Sec. 7-429 – Bond or Letter of Credit Required.

The Notice required hereby shall not be or remain effective unless and until the person or firm providing such Notice has delivered to Macon-Bibb County or its designated agent a valid surety bond, executed by a surety corporation authorized to transact business in this state, protecting Macon-Bibb County against any damage caused by such person or firm in the amount of \$5,000.00; provided, however, that at the option of the person or firm harvesting timber a valid irrevocable letter of credit issued by a bank or savings and loan association, as defined in O.C.G.A. §7-1-4, in the amount of \$5,000.00 may be provided in lieu of a surety bond. Such bonds or letters of credit shall be subject to the conditions set forth in Sections 7-430 and 7-431 below. No more than one bond or letter of credit shall be required from each person or firm harvesting timber, regardless of the number of tracts harvested in the County for so long as the bond or letter of credit remains in effect. The bond or letter of credit required herein shall be valid only for the calendar year in which it was delivered.

Sec. 7-430 – Use of Proceeds of Bond or Letter of Credit.

The bond or letter of credit required by Section 7-429 shall protect Macon-Bibb County against any damage requiring re-ditching or repair of existing ditch structures or the removal of any harvesting residue, including tree tops, debris, logs, pulpwood and other materials, placed in or around the County's rights of way caused by such person or firm tendering the bond or letter of credit. The proceeds of such bond or letter of credit shall be available to reimburse the County for any cost incurred to repair such damages or remove such debris in or around the County's rights of way. The proceeds of such bond or letter of credit shall also be available to reimburse the County for any costs incurred to maintain or repair County roads damaged by the ingress or egress of motor vehicles engaged in the harvest operations located within five hundred (500) feet of any point of ingress or egress of the timber harvesting operation. The right of Macon-Bibb County to call such bond or letter of credit in accordance with the provisions of Section 7-431 shall be in addition to any other remedies available to the County at law or in equity for damage to County roads or rights of way.

Sec. 7-431 – Claim for Damage.

When damage results from a person or firm's harvesting activities, Macon-Bibb County, or an agent thereof, shall make and provide a written claim to the person or firm causing the damage within thirty (30) business days after the County becomes aware of the damage. Such claim may be given in person, by telefacsimile, email or mail. The claim shall describe the damage in detail

and, in compliance with Section 7-432(a), give the person or firm the opportunity to repair such damage within 30 days of the notification; provided, however, the County shall be authorized to repair the damage immediately if the County or its designee determines the conditions present a threat to public safety, health or welfare and, upon making such repairs, shall present to the person or firm and the issuer of the applicable bond or letter of credit an itemized list of expenses incurred as a claim against the responsible party and the issuer of its bond or letter of credit. Upon the issuance of a claim as provided in this Section the Macon-Bibb County or its designee shall notify the issuer of the bond or letter of credit that a claim has been made and will be resolved or adjudicated according to the terms of this Division.

Sec. 7-432 – Claim Remediation Processes.

Within thirty (30) days of receipt of the written claim described in Section 7-431, the person or firm against whom the claim is submitted may:

- (a) Repair such damage at his or its own expense with the approval and supervision of the Macon-Bibb County or its designee. When repairs are completed to the satisfaction of the County or its designee, the County or its designee shall provide a written notification of satisfactory completion within five (5) business days to the responsible person or firm and to the surety issuing the bond or the bank issuing the letter of credit, thereby terminating the claim.
- (b) In the event of inclement weather or other factors preventing repair of the damage, request a thirty (30) day extension to repair the damage from Macon-Bibb County, provided that no extensions shall exceed ninety (90) days from the date the claim was tendered. Approval of any extension shall be at the discretion of Macon-Bibb County or its designee.
- (c) Appeal the claim to the Magistrate Court of Macon-Bibb County. Any such appeal must name the issuer of the bond or letter of credit as a party, who shall be served with all pleadings in the action and shall have the right to appear. The Magistrate Court will hear evidence and arguments within thirty (30) days of the written appeal and issue a ruling within ten (10) days of such hearing. Any such appeal shall toll the thirty (30) day period, or any extension thereof, required by Section 7-431. If the Magistrate Court rules in favor of the person or firm against whom the claim was made, the County shall have no right to recover any proceeds of the bond or letter of credit, and judgment shall be entered against the County. If the Magistrate Court rules in favor of the County the court shall determine the amount of damages to which the County is entitled to recover and enter judgment accordingly; Macon-Bibb County shall be authorized to call the bond or letter of credit and recover from the proceeds thereof an amount equal to the judgment entered by the court, up to the total amount of the bond or letter of credit. The portion of any judgment entered in favor of the County that exceeds the amount of the bond or letter of credit shall be subject to collection by any additional remedies at law or equity.
- (d) In the event the person or firm against whom the claim has been submitted fails to take any of the actions allowed under subsections (a), (b) or (c) of this Section within the

time required therein, such person or firm shall be deemed to have waived any and all rights to contest the call of the bond or letter of credit.

Sec. 7-433 – Annual Bond Renewal Required.

If the person or firm tendering a bond or letter of credit pursuant to the requirements of this Division continues its timber harvesting operation beyond the calendar year in which the bond or letter of credit was issued, the person or firm continuing the timber harvesting operation shall tender a new bond or letter of credit within five (5) business days after the first day of the new calendar year.

Sec. 7-434 – When Bond or Letter of Credit Is Revoked.

In the event a bond or letter of credit tendered pursuant to the requirements of this Division is revoked by the surety or bank, then a valid replacement bond or letter of credit must be delivered to the County within five (5) business days after the date of revocation in order for timber harvesting operations to continue. In addition, if the person or firm tendering the bond or letter of credit caused its revocation, the amount of the bond or letter of credit required shall be increased to \$7,500 after the first revocation, and \$10,000 after a second revocation caused by the person or firm tendering the bond or letter of credit. The maximum amount of the bond or letter of credit shall not exceed \$10,000.

Sec. 7-435 – Penalty.

Any person or firm that engages in a timber harvesting operation in Macon-Bibb County without complying with the Notice requirements of this Division shall be subject to a citation and trial, and upon conviction shall be fined in an amount not to exceed \$1,500.00 for each violation.

Sec. 7-436 – State Law Limitations and Responsibility of Harvester.

Consistent with O.C.G.A. §12-6-24:

- (a) no fee shall be charged to provide and submit the Notice required by this Division; and
- (b) no permit, including a driveway permit, shall be required of the person or firm engaged in a timber harvesting operation as defined by said Code section.

Persons and firms providing the Notice required by this Ordinance may be asked to consult with County officials responsible for roads and public works for the purpose of minimizing damage to the county's roads, rights of way and infrastructure, and are urged to follow recommendations from County officials. Notwithstanding the forgoing, the person or firm conducting the timber harvest operation bears ultimate responsibility for their actions, and nothing in this Division shall preclude Macon-Bibb County from taking any and all legal action necessary to protect its property and the health, safety and welfare of its citizens.

Secs. 7-437 – 7-450. Reserved.

SECTION 2.

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed or set aside.

SECTION 3.

In accordance with Sec. 1-4(c) of the Code of Ordinances of Macon-Bibb County, Georgia, it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of Macon-Bibb County, Georgia, and the sections of this Ordinance may be renumbered to accomplish such intention. Upon adoption, the Clerk of Commission is hereby directed to send a certified copy of this Ordinance to the publisher of the Macon-Bibb County Code of Ordinances for inclusion in future publications.

SECTION 4.

In the event scrivener's errors shall be discovered in this Ordinance or in any Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

SECTION 5.

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 Ordinance

SECTION 6.

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

SECTION 7.

This Ordinance shall become effective on August 1, 2023.

(SIGNATURES ON FOLLOWING PAGE)

SO ORDERED AND ORDAINED this _____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION

(Seal)

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Harvester Requirements.docx



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND SECTION 3 OF THE MACON-BIBB COUNTY GOVERNMENT POLICIES AND PROCEDURES MANUAL, ENTITLED “LEGAL NOTICES,” FOR THE PURPOSE OF AMENDING AND RESTATING SUCH SECTION, AND TO CREATE A NEW SECTION 10.03 FOR THE PURPOSE OF APPENDING FLOW CHARTS TO THE MANUAL, AS PROVIDED FOR HEREIN; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Policies and Procedures Manual (“Manual”) for the Macon-Bibb County Government was first adopted on December 31, 2013, and has had numerous individual sections updated over the years, but has not undergone a comprehensive update and review since the consolidation of the City of Macon and Bibb County governments; and

WHEREAS, a review committee has been formed to advise the County administration on updates to the Manual, and intends to bring these updates to the Commission one Section at a time as they work their way through; and

WHEREAS, the review committee has completed its review of Section 3, and made its recommendation to the County Manager, who has approved the changes as recommended to be presented to the Macon-Bibb County Commission for adoption; and

WHEREAS, a redline draft of the updated Section 3, as well as a new section, Section 10.03, reflecting the changed made thereto by this Ordinance, is attached here at Exhibit A, and incorporated herein by reference; and

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

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1.

Section 3 of the Macon-Bibb County Government Policies and Procedures Manual, entitled “Legal Notices,” is hereby repealed in its entirety, renamed as “Employee Policies and Grievances,” and replaced with such provisions as are set forth in Exhibit B, attached hereto and incorporated herein by reference. In addition, a new section, to be numbered Section 10.03, and known as “Grievance Flow Charts” shall be included in the Macon-Bibb County Government Policies and Procedures Manual as set forth in Exhibit B.

Section 2.

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 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.

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

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

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

Section 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 Mayor and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 7.

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

Section 8.

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

SO ORDAINED this _____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST:

JANICE ROSS, CLERK OF COMMISSION

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EXHIBIT A

SECTION 3: ~~LEGAL NOTICES~~EMPLOYEE POLICIES AND GRIEVANCES

POLICY	NUMBER
Employee Grievances	3.01
Public Grievances	3.02
Grievances Procedure	3.03
Compliance <u>Grievances</u> Overview	3.04
Americans with Disabilities Act (ADA)	3.05 4
Equal Opportunity Employment, Non-Discrimination, and Harassment Policies	3.0 6 <u>8</u>
Break Time for Nursing Mothers	3.0 2 <u>7</u>
Health Insurance Portability and Accountability (HIPPA)	3.08 0 <u>3</u>
Limited English Proficiency	3.09 0 <u>4</u>
Privacy	3. 10 <u>0</u> 5
Title VI Compliance	3.1 1 <u>0</u> 6
Whistleblowers	3. 12 <u>0</u> 7

EMPLOYEE GRIEVANCES

1. Background:

During the course of employment at MBCG, potential grievances may arise about a wide variety of situations, conditions, or conduct that occur both within and outside of the workplace. These grievances may range from minor and mundane to potentially serious or legally significant. MBCG considers all employee grievances to be important and encourages employees to raise grievances as they arise so that they can be mitigated or addressed promptly.

In order to make sure that every employee grievance is handled appropriately, the MBCG has created three channels for official consideration, investigation, and response to employee grievances. They are the Departmental Chain of Command, the Compliance Officer, and the Human Resources Department.

Employees have the right to remain anonymous in the filing of a grievance with Human Resources or the Compliance Officer, provided that certain methods of resolution may occasionally enable co-workers to deduce the identity of the complainant. Before taking any action that will or will likely disclose the identity of an anonymous complainant, the person determining the resolution should explain the proposal to the complainant and allow them to decide for themselves whether a resolution which deprives the complainant of anonymity is acceptable. Where the law requires disclosure of the identity of the complainant, or the taking of actions which may put the complainant's anonymity at risk, the complainant shall have no authority to stop the MBCG from taking the necessary actions.

Employees should raise all grievances through their own Departmental Chain of Command as the primary channel for resolution, unless the grievance is of a nature which the employee feels would subject the employee to retaliation, or the employee believes that the Departmental Chain of Command would be either unwilling or unable to address the grievance fairly and appropriately. For purposes of this Section, the term "Departmental Chain of Command" shall refer to the employee's direct supervisor, as well as that person's direct supervisor, and so on, up to the Department Head for the employee's department. For Department Heads, the term "Departmental Chain of Command" shall refer to the County Manager, or, if the employee reports directly to the Mayor, then the Mayor.

After raising a grievance through their own Departmental Chain of Command, or if the employee feels that using the Departmental Chain of Command would be inappropriate,

all employees shall have the right to raise any grievance with either the Compliance Officer or the Human Resources Department. Nothing in the Section shall take away from any employee's rights to Open Door access to anybody in their chain of command, including access directly to the County Manager or Mayor, as appropriate. However, if an employee bypasses some or all of their chain of command, then the person receiving the concern or grievance may refer it to the appropriate staff member on the chain of command to handle as necessary.

After reviewing the initial complaint from the employee, the Departmental Chain of Command, Compliance Officer, or Human Resources Department may refer the matter to the one of the other channels for consideration, investigation, and response as appropriate.

2. Departmental Chain of Command:

All grievances should be first raised to an employee's immediate supervisor. If a person in the employee's Departmental Chain of Command is the subject of the grievance, then the employee should instead raise the grievance to the lowest-ranking person in the employee's Departmental Chain of Command who is also in the Departmental Chain of Command for the person who is the subject of the grievance.

If the employee feels that the grievance is of a nature which would subject the employee to retaliation, or if the employee feels that any person in the Departmental Chain of Command would be either unwilling or unable to address the grievance fairly and appropriately, then the employee should instead raise the grievance to the lowest-ranking person in the employee's Departmental Chain of Command who the employee feels would be willing and able to handle the grievance fairly, appropriately, and without retaliation.

If the employee's Department Head is the subject of the grievance, or if the employee feels that nobody in their Departmental Chain of Command would be willing and able to address the concern or grievance fairly, appropriately, and without retaliation, then the employee may raise the concern or grievance directly with the Compliance Officer or with Human Resources without first going through their Departmental Chain of Command. Employees who submit a grievance to their Departmental Chain of Command, who then feel at any time during the review process that they are no longer receiving fair or appropriate consideration free from retaliation may choose at any time to submit the grievance instead to the Compliance Officer or Human Resources Department.

Anybody receiving or reviewing a grievance within any department shall have authority to consult with any or all of their superiors, their Department Head, with the Compliance Officer, or Human resources for the purposes of seeking advice or seeking clarification of policies or rules.

3. Compliance Officer:

The compliance officer is a designated employee whose job duties include ensuring that MBCG complies with all state and federal rights and protections that are afforded to local government employees. As of July 21, 2022, Resolution R-22-0141 of the Macon-Bibb County Commission has designated the Compliance Officer for MBCG as:

Michael McNeill
Sr. Assistant County Attorney
County Attorney's Office
3rd Floor, Macon-Bibb City Hall
compofc@maconbibb.us
478-219-4393
Internal Ext. 7671

In the event that the Compliance Officer changes, then the Human Resources Department or County Attorney's Office should advise employees of who the new compliance officer is.

In general, the Compliance Officer will consider, investigate, and respond to all employee grievances which actually allege or appear to allege violations of any protected right, or in which an employee expresses a desire to exercise a protected right. These categories of issues may include:

- A. Allegations of unlawful discrimination on the basis of membership in a federally protected class – race, color, religion, sex, pregnancy, sexual orientation, gender identity or expression, national origin, age, disability, or genetic information;
- B. Allegations of harassment on the basis of membership in a federally protected class;
- C. Allegations of retaliation against any employee for exercising any rights guaranteed under federal, state, or local law, or retaliation against any employee for supporting, assisting, testifying in, or otherwise participating in any

investigation, hearing, administrative proceeding, or trial involving another MBCG employee's exercise of protected employment rights;

D. Requests for accommodation based on a protected disability or religious practice;

E. Allegations of fraud, waste, or abuse by government officials under the Georgia Whistleblower Act;

F. Allegations of interference by MBCG officials in the free exercise of any of an employee's general rights of citizenship, such as freedom of speech, freedom of assembly, or the right to vote without undue influence by one's employer; or

G. Allegations of improper medical inquiries or improper disclosure of information under the Americans with Disabilities Act;

H. Allegations of violations of the Fair Labor Standards Act concerning the payment of minimum wages or overtime wages;

I. Allegations of violations of the National Labor Relations Act;

J. Allegations of violations of the Equal Pay Act;

K. Allegations of unsafe or hazardous working conditions or practices within the MBCG;

L. Allegations of violations of any of the compliance policies set for the in this Manual; or

M. Allegations of other criminal acts or violations of state, federal, or local laws or regulations by any employee of MBCG acting within the scope of their employment.

IMPORTANT: If the designated compliance officer is an attorney in the County Attorney's Office, then that attorney has an ethical duty to serve as the representative of the MBCG in any legal proceedings that may arise out of an employee's grievance. In order to avoid putting employees in a situation of potentially having to report to an attorney who may oppose them, the Compliance Officer shall be authorized to hire outside attorneys to serve as confidential, neutral investigators.

Those investigators will be obligated to keep the contents of the investigation confidential, including from MBCG and the County Attorney's Office, and to prepare a report making factual findings of how events played out. Confidential investigators will be retained whenever an employee indicates a need to discuss a potential legal issue where the County or one of its employees is allegedly liable.

3. Human Resources:

The Human Resources Department shall designate employees as needed to receive, consider, investigate, and respond to employee grievances. The names and contact information of those designated employees will be made available to any MBCG employee upon request and will be maintained on the Human Resources Department page of the MBCG website.

In general, the Human Resources Department will consider, investigate, and respond to all employee grievances which do not actually allege or appear to allege violations of any protected right, or in which an employee expresses a desire to exercise a protected right. These categories of issues may include:

- A. Allegations concerning interpersonal disputes which do not allege violations of any protected employment rights;
- B. Allegations of annoying or inappropriate behavior or misconduct by superiors, peers, subordinates, or non-employees which do not allege any criminal activity or violations of any protected employment rights;
- C. Concerns about salary, benefits, job assignments, or similar issues which do not allege violations of any protected employment rights;
- D. Allegations concerning working conditions which do not allege violations of any protected employment rights;
- E. Requests for leave under the Family Medical Leave Act; or
- F. General questions or concerns about any aspect of an employee's position, salary, benefits, schedule, or work assignments which do not allege violations of any protected employment rights or seek to exercise any protected employment rights.

4. Conflicts of Interest:

No person who is personally the subject of any employee concern or grievance submitted to either the Compliance Officer or the Human Resources Department may participate in any way, except as a factual witness, in the consideration, investigation, or response to such concern or grievance. In such a case, the Mayor, County Manager, Compliance Officer, or Human Resources Director may designate alternative personnel, possibly including personnel outside of the MBCG, to temporarily fulfill the role of any employee who is prevented by a conflict of interest from performing their normal job duties with respect to a matter.

5. Exclusions:

- A. Review of disciplinary actions taken against an employee are handled elsewhere in this Manual, and are not subject to the grievances process except where an employee alleges that the disciplinary action itself is the result of a discriminatory practice or is a form of illegal retaliation, or otherwise violates the employee's protected legal rights.
- B. Duplicate or successive submissions of the same grievance will not be reconsidered unless there has been a material change in the available information, material additional factual developments or repeat occurrences of offending circumstances, or a change in the applicable laws or policies.
- C. Grievances should not be filed by anybody except for an employee who is personally concerned or aggrieved by a matter. Reports in the nature of a complaint on behalf of another employee may not be considered.
- D. Where multiple individual employees file substantially similar grievances around the same time, then all substantially similar grievances may be combined and a single response issued which covers all of them.
- E. **Timing Provisions:** All grievances should be filed within five working days of when the employee first encounters or learns about the event or circumstance that is the subject of the grievance. If a grievance relates to a pattern of ongoing misconduct, then it should be submitted within five working days of the last known occurrence. If an employee wishes to escalate a grievance to a higher level in their Departmental Chain of Command, or to the Compliance Officer or Human Resources Department, then they should do so within five working days of the conclusion of the previous level of consideration. Grievances or requests for further review filed after an undue delay may be closed without resolution in the discretion of the reviewing personnel.

F. The Departmental Chain of Command, Compliance Officer, and Human Resources Department shall all reserve the right to determine that a particular grievance that is filed is categorically outside of the scope of the grievances procedure. In such a case, the person making that determination shall inform the employee of their determination in writing, and, if known, should advise the employee regarding the appropriate channels for seeking a resolution to the matter in question.

G. If, at any point in an investigation or any part of the review of any grievance, the reviewing officer becomes aware that the matter has been formally submitted to the jurisdiction of any government or law enforcement agency outside of the MBCG, including the internal affairs division of the Macon-Bibb County Sheriff's Office, then the MBCG will immediately cease and close its review of the matter, or any portion of the matter under formal review, without issuing any formal findings, conclusions, or recommendations. It is the policy of the MBCG to cooperate fully with any official outside governmental or law enforcement investigation.

PUBLIC GRIEVANCES

Members of the public may also bring grievances to the attention of the MBCG.

1. Title VI Complaints:

Allegations of any violation of rights under Title VI of the Civil Rights Act should be brought to the Compliance Officer. As of July 21, 2022, Resolution R-22-0141 of the Macon-Bibb County Commission has designated the Compliance Officer for MBCG as:

Michael McNeill
Sr. Assistant County Attorney
County Attorney's Office
3rd Floor, Macon-Bibb City Hall
compofc@maconbibb.us
478-219-4393
Internal Ext. 7671

In the event that the Compliance Officer changes, then the County Manager's Office or County Attorney's Office should advise member of the public of who the new compliance officer is.

2. Violations of Rights or Laws:

Allegations of any other violations or rights or laws should be brought to the attention of the Macon-Bibb County Attorney's Office.

3. Other Grievances:

Allegations concerning any other circumstances, conditions, or general grievances, or requests for policy rules or amendments, should be directed to the Department concerned, the County Commissioner who represents the complainant, or to the Mayor or County Manager of MBCG. Grievances of citizens or other members of the public should be resolved as quickly as practicable, and at the lowest level of the chain of command possible.

GRIEVANCES PROCEDURE

A “grievance” is any matter which a complaining employee or citizen feels is currently being, or will potentially be, carried out in a way that will or could result in any adverse effect to any person or to the MBCG, or which feels to the complaining employee or citizen to be unjust or unfair.

No punitive, discriminatory, adverse, or retaliatory action shall be taken against any employee on account of filing a grievance or an appeal unless such grievance or appeal is frivolous. Frivolous is defined as a grievance or appeal that is completely unsubstantiated or falsified.

All employees involved in processing a grievance will work diligently to ensure that all grievances are handled fairly and expeditiously and that all required deadlines are met. Every effort shall be made to resolve grievances at the lowest possible level in the MBCG. Grievances shall be resolved by making decisions that are best for the organization and employees. Not every grievance will be resolved to the employee’s satisfaction, but each grievance will be investigated, and the employee will receive a response. Department Directors shall be responsible for the administration of this procedure within their respective departments.

MBCG reserves the right to depart from this procedure in its sole discretion, including dismissing or disregarding any matters which are deemed to be frivolous or otherwise not appropriate for consideration or response. All employees are employed at will, and both they and MBCG may terminate the employment relationship at any time, with or without cause, without following any specific procedure.

1. Procedures within the Departmental Chain of Command:

- A. Employees may raise a grievance within their Departmental Chain of Command either verbally or in writing. If it is submitted verbally, the person receiving the grievance should reduce it to writing and send an email to the complainant to confirm that they have correctly characterized the issue. The person receiving the grievance should attempt to resolve the problem promptly, and in a fair and amicable manner. This means that they should attempt to investigate the grievance, obtain all relevant facts, and then make a decision and provide reasons for that decision within five working days. If at any time, it appears that an investigation and response cannot be completed within five working days, then the person receiving the complaint should escalate the matter to the next level in the Departmental Chain of Command, up to and including the Department Head.

If the complainant is not satisfied with the decision of any person in the Departmental Chain of Command, then they may ask for that decision to be reviewed by the next person up the chain of command.

Employees within the Departmental Chain of Command reviewing the work of subordinates should discuss the decision and reasons given by their subordinate and should work as expeditiously as possible to review that decision. They should strive to respond to the complainant and their subordinates with a decision and supporting reasons within two working days if possible, or longer if further factual investigation is needed. Ultimately, the total process of escalation, if it goes all the way to the Department Head, should take no more than fifteen working days, if possible.

It is the responsibility of each Department Head to continuously review how MBCG departmental rules, regulations, policies, and operating procedures are being implemented and carried out within their respective department to ensure that all employees are receiving fair and equitable treatment. The Department Head is responsible for reviewing complaints by employees in their department and for assisting in arriving at the most satisfactory agreement or solution based on the facts and conditions that exist. Where the Department Head is also the immediate supervisor, the Department Head will have the same duties and responsibilities of a first-line supervisor as stated above.

- B. Citizens or members of the public may raise grievances to any MBCG employee, and those grievances should be resolved as quickly as practicable, and at the lowest level of the chain of command possible. If necessary, resolving such grievances may include referring the complainant to a supervisor or higher person within the Departmental Chain of Command, or to a different department, or to another official within the MBCG. All grievances of citizens should be handled in a way that respects the time, opinions, and dignity of the complainant, and complainants should be addressed courteously and professionally.

2. Procedures with the Compliance Officer:

Employees grievances filed with the Compliance Officer should be filed in accordance with the same timing provisions in Section 3.01 of this Manual, or should be filed within five working days of a complainant's receipt of a final determination of the Departmental Chain of Command. No such timeliness requirements shall apply to grievances of non-employee citizens or members of the public, provided that any undue delay in presenting a grievance to the Compliance Officer may be taken into account as part of the final report and recommendation in the matter.

The Compliance Officer is responsible for thoroughly and independently investigating a case, and for preparing a final report and recommendation on any matter presented to them. In an appropriate case, the Compliance Officer may conduct an intensive review of the relevant facts, which can include searching for relevant records; interviewing witnesses; and reviewing records or evidence from other sources. Where the Compliance Officer faces a risk of having to serve as adverse legal counsel to the complainant in the future, the Compliance Officer should instead refer the matter to a third-party neutral investigator. Because of the depth of these investigations, the Compliance Officer or neutral investigator may take up to forty-five days to complete their investigation.

The final investigation report should be a detailed narrative and legal analysis of the situation. If the Compliance Officer is an attorney for MBCG, or is working under the direction and supervision of an attorney for MBCG, the final report may be considered privileged attorney work product, and may not be subject to release to the complainant or the public.

The Compliance Officer shall not be empowered to directly make a decision as to the handling or resolution of a concern or grievance. However, the Compliance Officer shall advise the Mayor, County Manager, County Attorney, Department Head, and Human Resources Director as to the potential legal risks and liabilities presented by a situation, as well as recommended courses of action to mitigate future risks or liabilities. Once a policy determination has been made regarding how to handle or resolve a grievance, an appropriate member of the Department or MBCG will communicate that decision to the complainant and to all others involved as needed.

3. Procedures with the Human Resources Department:

Employees' grievances filed with the Human Resources Department should be filed in accordance with the same timing provisions in Section 3.01 of this Manual, or should be filed within five working days of a complainant's receipt of a final determination of the Departmental Chain of Command.

The Human Resources Department is responsible for thoroughly and independently investigating a case, in conjunction with the Department Head and the complainant. In an appropriate case, the Human Resources Department may conduct an intensive review of the relevant facts, which can include searching for relevant records; interviewing witnesses; and reviewing records or evidence from other sources. However, no formal written report needs to be prepared. Because of this, the Human Resources Department may take up to fifteen working days to complete their investigation.

The Human Resources Department is a policymaking body for the MBCG. As such, the Human Resources Department may choose to directly make a decision as to the handling

or resolution of a grievance, along with or over the objections of the Department Head. However, if the Human Resources Department's decision is contrary to the wishes of the Department Head, then the County Manager shall make the final determination. The County Manager shall also have the discretion to overrule the decision of the Human Resources Department and Department Head where appropriate. Once a policy determination has been made regarding how to handle or resolve a grievance, an appropriate member of the Department or MBCG will communicate that decision to the complainant and to all others involved as needed.

4. Procedures with the Macon-Bibb County Attorney's Office:

Citizens and members of the public may submit grievances at any time to the Macon-Bibb County Attorney's Office. The Macon-Bibb County Attorney's Office will determine on a case-by-case basis, and in coordination with the appropriate parties, whether any response is necessary and when to respond. The Macon-Bibb County Attorney's Office may refer the matter to any appropriate staff or departments within the MBCG for further handling, or may investigate any matter as needed. Except as provided for by law, there shall be no obligation on the part of the Macon-Bibb County Attorney's Office to provide any response to any grievances submitted directly to it by any employee, citizen, or member of the public. The Macon-Bibb County Attorney's Office will advise the government as necessary based on any information submitted to it.

GRIEVANCES OVERVIEW

For the convenience of employees, flow charts illustrating the grievance procedures have been included in Section 10, Annexes, at the end of this Manual. These flow charts may be used to help illustrate the grievance process. Because these flow charts simplify some of the details of the grievance process, the text in Sections 3.01-3.03 should be considered controlling over the text of the flow charts.

AMERICANS WITH DISABILITIES ACT

Nondiscrimination Statement, Grievance Procedure & Effective Communications Pursuant to the Americans with Disabilities Act of 1990, Section 504 of Rehabilitation Act of 1973, and ADA Amendments Act of 2008

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), Section 504 of the Rehabilitation Act of 1973, and the ADA Amendments Act of 2008, MBCG does not discriminate against qualified individuals on the basis of disability in the areas of employment, public accommodations, State and local government services, and telecommunications. Consistent with this policy, MBCG has designated a responsible employee to serve as MBCG's ADA Coordinator and has adopted a grievance procedure for those individuals wishing to file a grievance.

Any individual who believes that he or she, or a specific class of individuals, has been subjected to discrimination on the basis of disability by MBCG may, by him or herself or an authorized representative, file a complaint under this part within 180 days of the date of the alleged discrimination. Filing the complaint with any appropriate Federal agency will satisfy the requirement for timely filing.

MBCG has designated an employee within the MBCG to coordinate its efforts to comply with and carry out its responsibilities under the ADA, including conducting reasonably prompt investigations of any complaints communicated to it alleging noncompliance with the ADA or related statutes or alleging any actions that would be prohibited by the ADA or related statutes. The Compliance Officer is identified in Section 3.01 of this Manual, entitled "Employee Grievances."as follows:

Michael McNeill

Macon-Bibb County Attorney's Office

700 Poplar Street

Macon, GA 31202

478-751-7651

mmcneill@maconbibb.us

Complaints should be addressed to the Compliance Officer~~at the above contact information~~, who has been designated by MBCG to coordinate ADA compliance efforts.

If a different person is designated as the Compliance Officer in the future, then that information will be communicated to employees at that time. The following information is helpful for complaints filed with the Compliance Officer:

- Complaints should be in writing, but are not required to be, and should include such helpful information such as the name and address of the individual filing the complaint and a brief description of the alleged violation;
- If the person filing the complaint wishes to have an in-person meeting to verbally file the complaint, an appointment should be made with the Compliance Officer by calling 478-751-7651;
- Alternative means of filing complaints, such as tape recordings, may be available for persons with disabilities upon request;
- Complaints may also be filed online by emailing the compliance officer to obtain the appropriate forms, and the MBCG shall continue to incorporate methods to provide for the accessible submission of complaints;
- A complaint should be filed within 180 days after the complaining party becomes aware of the alleged violation;
- An investigation, as may be appropriate, shall follow the filing of a complaint. The investigation will be conducted by the Compliance Officer, or the Compliance Officer's designated representative. This policy contemplates a prompt and thorough investigation, affording all interested persons and their representatives, if any, an opportunity to submit documents, photographs, and other information relevant to the complaint;
- A written determination as to the validity of the complaint and a description of the resolution, if any, shall be issued by the Compliance Officer or the Compliance Officer's designated representative and a copy of the written determination shall be forwarded to the complainant no later than 30 days following the conclusion of the investigation. Such determinations shall also, where appropriate, be issued in a format accessible to the complainant;
- The prompt and equitable resolution of the complaint filed hereunder will not be impaired by the person's pursuit of other remedies such as the filing of an ADA complaint with the appropriate Federal department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies;

- _____
- Complaints received by the Compliance Officer and the determination of the complaint following the investigation will be retained by the Compliance Officer for at least 3 years;
- These procedures shall be construed to protect the substantive rights of interested persons to meet appropriate legal standards and to assure that MBCG complies with the ADA and implementing regulations.

Any individual who elects to first file a complaint with MBCG's Compliance Officer is advised that the above 180-day deadline for filing a complaint with the appropriate Federal agency still applies, and such deadline is not tolled by the filing of a complaint with the Compliance Officer.

In compliance with the ADA and related laws and regulations, MBCG will ensure that communications with individuals who have hearing, speech, vision, communication, cognitive limitations, or other such disabilities are as effective as communications with others in the delivery of its programs, services, and activities. Upon the request of a qualified individual with a disability affecting hearing, vision, speech or cognitive limitations, MBCG will furnish appropriate auxiliary aids and services where necessary to afford such an individual an equal opportunity to participate in and have access to MBCG programs, services, and activities.

A qualified individual who anticipates participation in any MBCG program, service or activity and requires an auxiliary aid or service should make a request for such auxiliary aid or service within 48 hours of the time the aid or service is needed. This is not required but is helpful to ensure that the auxiliary aid or service may be provided. The request may also be made by the qualified individual's authorized representative. MBCG may make reasonable requests for documentation regarding the qualified individual's disability and the appropriateness of, or need for, a specific auxiliary aid or service. MBCG will evaluate each request for an auxiliary aid or service on a case-by-case basis. Decisions for granting or denying an auxiliary aid will not be based on any generalized rules or broad policies. Such decision may include an evaluation of whether another equally effective auxiliary aid or service is available.

Auxiliary aids and services may include, but are not limited to:

1. Information presented in visual formats produced in 18-point font, audio tape format (including CD's), or Braille for the visually impaired;

2. Qualified readers for the visually impaired;
3. Telecommunication devices for the hearing or speech impaired;
4. Telephone handset amplifiers;
5. Assistive listening devices;
6. Qualified sign language interpreters for the hearing impaired or deaf individuals;
7. Computer-aided real-time reporting;
8. Illustrative communications for individuals with cognitive disabilities;
9. Audio tapes;
10. Computer disks;
11. Any other similar auxiliary aid or service that may be reasonably available through advances in technology for the hearing impaired, visually impaired, and/or individuals with cognitive disabilities.

MBCG is not required to provide an auxiliary aid or service if such would “result in a fundamental alteration in the nature of [MBCG’s] program, service, or activity or in an undue financial and administrative burden.” See 28 CFR 35.150(a)(3).

Notification of this policy will be provided to MBCG employees and applicants, participants, and members of the public who have hearing, speech, vision, and cognitive disabilities in a manner determined by the Compliance Officer, including making the policy available in large print and audio format. A Human Resources Department staff member may also read this policy to a qualified individual upon request.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (“ADA”), Section 504 of the Rehabilitation Act of 1973, and the ADA Amendments Act of 2008, MBCG will not discriminate against qualified individuals on the basis of disability in the areas of employment, public accommodations, State and local government services, and telecommunications. Subtitle A of title II of the ADA protects qualified individuals with disabilities from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. Consistent with the final rule, MBCG has designated a responsible employee and has adopted a grievance procedure for those individuals wishing to file a grievance.

Section 35.170 provides that any individual who believes that he or she or a specific class of individuals has been subjected to discrimination on the basis of disability by a public entity may, by him or herself or by an authorized representative, file a complaint under

~~this part within 180 days of the date of the alleged discrimination. Filing the complaint with any Federal agency will satisfy the requirement for timely filing.~~

~~The MBCG has designated an employee of the Human Resources Department to coordinate its efforts to comply with and carry out its responsibilities under subtitle A, including any investigation of any complaint communicated to it alleging its noncompliance with this part or alleging any actions that would be prohibited by this part.~~

~~(Compliance Officer Name)
(Physical Address)
(City, State, Zip Code)
(Telephone)
(Email Address)~~

~~Complaints should be addressed to the Compliance Officer, (Address), (City, State, Zip Code), who has been designated to coordinate ADA compliance efforts.~~

- ~~• A complaint should be filed in writing, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.~~
- ~~• If the complainant wishes to have an in person meeting to verbally file their complaint, an appointment should be made with the Compliance Officer by calling _____.~~
- ~~• A complaint should be filed within 180 days after the complainant becomes aware of the alleged violation.~~
- ~~• An investigation, as may be appropriate, shall follow a filing of complaint. The investigation will be conducted by the Compliance Officer or appropriate designee. These procedures contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.~~
- ~~• A written determination as to the validity of the complaint and a description of the resolution, if any, shall be issued by the Compliance Officer or designee and a copy forwarded to the complainant no later than 30 days after conclusion of the investigation.~~
- ~~• The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of an ADA complaint with the responsible Federal department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.~~

- ~~These procedures shall be construed to protect the substantive rights of interested persons to meet appropriate due process standards and to assure that MBCG complies with the ADA and the implementing regulations.~~

~~In addition to or in lieu of filing a complaint with MBCG's Compliance Officer, an individual may submit a written complaint within 180 days of the date of the alleged violation to a Federal agency. Complaints filed with the Department of Justice may be sent to the *Coordination and Review Section, P.O. Box 66118, Civil Rights Division, U.S. Department of Justice, Washington, D.C. 20035-6118*. Complaints may also be filed with the *U.S. Department of Health and Human Services, 200 Independence Avenue, S.W., Washington, D.C. 20201*.~~

~~Any citizen who elects to first file a complaint with MBCG's Compliance Officer is advised that the above 180-day deadline for filing a written complaint with a Federal agency still applies.~~

~~In compliance with the ADA and related laws and regulations, MBCG will ensure that communications with individuals who have hearing, speech, vision, communication, and cognitive limitations are as effective as communications with others in the delivery of its programs, services, and activities. Upon the request of a qualified individual with a disability affecting hearing, vision, speech or cognitive limitations, MBCG will furnish appropriate auxiliary aids and services where necessary to afford such an individual an equal opportunity to participate in and have access to MBCG programs, services, and activities.~~

~~A qualified individual who anticipates participation in any MBCG program, service, or activity should make a request for an auxiliary aid or service within 48 hours of the time the aid or service is needed. The qualified individual's authorized representative may make the request for aid or service on his/her behalf. MBCG may make reasonable requests for documentation regarding the disability and the appropriateness of, or need for, a specific auxiliary aid. MBCG will evaluate each request for an auxiliary aid or service on a case-by-case basis. Decisions for granting or denying an auxiliary aid or service will not be based on any generalized rules or broad policies, but may include evaluation of whether another equally effective means of communication is available.~~

~~Auxiliary aids and services may include:~~

- ~~1. Information presented in visual formats produced in 18 point print, audio tape format, or Braille for the visually impaired;~~
- ~~2. Qualified readers for the visually impaired;~~
- ~~3. Telecommunications devices for the hearing or speech impaired;~~

- ~~4. Telephone handset amplifiers;~~
- ~~5. Assistive listening devices;~~
- ~~6. Qualified sign language interpreters for hearing impaired or deaf individuals;~~
- ~~7. Computer-aided real time reporting;~~
- ~~8. Illustrative communications for individuals with cognitive disabilities;~~
- ~~9. Audio tapes;~~
- ~~10. Computer disks.~~

~~The MBCG is not required to provide an auxiliary aid or service if such would “result in a fundamental alteration in the nature of [MBCG ’s] program, service, or activity or in an undue financial and administrative burden.” 28 CFR 35.150(a) (3).~~

~~Notification of this policy will be provided to MBCG employees and to applicants, participants, and members of the public who have hearing, speech, vision, and cognitive limitations in a manner determined by the County Manager, including making the policy available in large print and audio format. A Human Resources Department staff member may also read this policy to a qualified individual upon request.~~

EQUAL OPPORTUNITY EMPLOYMENT, NON-DISCRIMINATION AND UNLAWFUL HARASSMENT POLICIES

Equal Opportunity Employment

The MBCG is an Equal Opportunity Employer. Applicants and/or employees will be treated fairly in recruitment, hiring, promotions, transfer, compensation, job assignment, training opportunities, benefits, discipline and all other employment-related actions. Employees and applicants will not be discriminated against on the basis of race, color, sex, [gender identity](#), genetic information, religion, age, national origin, disability, veteran status, sexual orientation or political affiliation.

The MBCG has adopted a Non-Discrimination Policy (see below) to assure fair employment opportunities to all applicants and employees. Employees may seek informal resolution of alleged discrimination through the Human Resources Department. Employees may also file a grievance [under MBCG's Employee Problem Solving Policy](#) based upon a charge of unlawful discrimination, in response to a disciplinary action, or for any form of harassment [\(See Employee Problem Solving Policy\)](#).

It is the firm policy of MBCG that employees should be able to work in an environment free from all forms of discrimination; including sexual harassment and any other form of unlawful harassment covered under Title VII of the Civil Rights Act (see *Unlawful Harassment Policy, below*). Our goal is to provide uniform, consistent, and fair treatment of all similarly situated employees. We will not tolerate discrimination.

Equal Employment Officer

The ~~Human Resources Director~~[Compliance Officer](#) shall regularly review the implementation of the equal employment opportunity and personnel administration. His or her responsibility is to assure that equal employment opportunity is being actively practiced through reasonable performance related job requirements and standards. His or her findings shall be submitted to the Mayor and County Commission.

The ~~Human Resources Director~~Compliance Officer shall serve as the Equal Employment Opportunity Officer and shall, in that capacity, be authorized to investigate complaints of discrimination or violations of this policy.

Managerial accountability for equal employment opportunity

In order to ~~e~~insure the accountability of supervisors, department heads, and directors in accomplishing equal opportunity employment, any willful or intentional violation of MBCG's policies on equal employment opportunity shall result in disciplinary action up to and including termination of employment.

Non-discrimination

The MBCG is firmly committed to a policy of non-discrimination in employment and to achieving equal opportunity for all applicants and employees. There shall be no discrimination exercised on the basis of race, national origin, color, gender identity, genetic information, religion, age, disability, sex (except where age, sex, or physical condition is a bona fide occupational qualification), veteran status, sexual orientation or political affiliation with respect to the recruiting and examination of applicants, hiring of eligible applicants, or in any personnel transactions affecting employees, including but not limited to, training, promotion and fitness of the individual, and other conditions of employment.

If employees believe that they have been discriminated against or subjected to unlawful harassment, they should immediately address their complaint to their supervisor, department head or elected official, ~~or~~ the Human Resources Department, or the Compliance Officer. Once a complaint is received, the Compliance Officer ~~Human Resources Director~~ or his/her designee will initiate an investigation.

Unlawful Harassment

The MBCG ~~and all constitutional officers and elected officials are~~is committed to a work environment that promotes equal employment opportunities and is free from discriminatory practices, including harassment.

It is illegal and against MBCG policy for persons to harass, threaten, or intimidate other employees on the basis of their sex, race, gender identity, genetic information, religion, disability, national origin or age, or for any other reason.

Employees who believe that they have been the subject of such harassment must report the alleged act immediately to their supervisor, their department head, constitutional officer, independent elected official, [the Compliance Officer](#), or the Human Resources Department. A complaint will be immediately investigated by the [Compliance Officer, or where appropriate, a neutral independent investigator, Human Resources Department](#) in conjunction, where appropriate, with the employees' department. Supervisors, agents or employees who have harassed other employees on the basis of their sex, race, genetic information, religion, disability, national origin or age will be subject to appropriate disciplinary action up to and including termination.

[MBCG policy also prohibits retaliation or interference, which includes threatening any individual or taking adverse actions against any individual for reporting a possible violation of this policy or for participating in any investigation conducted under this policy, or otherwise preventing an individual from reporting any possible violation of this policy or participating in any investigation conducted under this policy. Both retaliation and interference are prohibited, even where an investigation indicates that a claim is not meritorious, or that the alleged misconduct did not actually happen. MBCG does not discourage or obstruct employees and applicants from filing complaints with the Federal Equal Employment Opportunity Commission or other EEO agency. No adverse actions shall be taken against employees or applicants in retaliation for filing discrimination complaints, opposing discriminatory practices, or participating in the investigation of such complaints. Employees also are protected against retaliation for talking about discrimination not on their own initiative but when responding to questions during internal investigations. Supervisors or employees who retaliate against any individual in violation of this policy will be subject to disciplinary action, up to and including termination.](#)

[Non-employees are also covered by this policy. Harassment, discrimination or retaliation against our employees in connection with their work by non-employees is prohibited and should be reported. Likewise, this policy prohibits harassment, discrimination or retaliation by our employees against any non-employee. Any employee who experiences or observes such harassment, discrimination or retaliation should report it using the steps listed herein.](#)

[Employees who, in good faith, exercise their right to make a complaint about sexual or other unlawful harassment will not be subjected to any retaliatory act. Unlawful harassment in the workplace will not be tolerated and employees who believe they have experienced such harassment or have witnessed the harassment of others have an obligation to report such unlawful conduct immediately. Supervisors or employees who retaliates against individuals for exercising their right to report sexual or other unlawful harassment shall be subject to disciplinary action up to and including termination.](#)

Sexual Harassment

Unlawful harassment in violation of this policy includes sexual harassment. Sexual harassment is defined as unwanted sexual attention which is considered offensive or persistent by reasonable standards from a person who knows, or reasonably should know, that such attention is unwanted. The definition includes creating an offensive or harassing environment; and offering, giving or withholding job benefits (assignments, promotions, salary adjustments, recognition, civility, etc.) when an employee does not accept or comply with the offensive behavior or sexual requests. Sexual harassment may apply to either sex, and includes same-sex harassment.

Sexual harassment can be physical and/or psychological in nature. An aggregation of a series of incidents can constitute sexual harassment, even if one of the incidents considered on its own would not be considered harassment.

While sexual harassment encompasses a wide range of conduct, some examples of specifically prohibited conduct may include, but are not limited to:

- Unwanted sexual advances;
- Promising, directly or indirectly, a reward if the person complies with a sexually-oriented request;
- Threatening, directly or indirectly, to retaliate against a person if the person refuses to comply with a sexually-oriented request or advance;
 - Denying, directly or indirectly, an employee an employment-related opportunity if the employee refuses to comply with a sexually-oriented request; denying a contract employees, vendors or citizens a normal service to which they are entitled if they refuse to comply with a sexually oriented request;
- Engaging in sexually suggestive physical contact, touching, impeding, assaulting, or blocking movements of another person;
- Displaying, storing, or transmitting pornographic or sexually-oriented material using MBCG equipment or facilities;
- Sending sexually explicit, pornographic, or sexually-oriented text, photographs, videos, or other electronic communications to others via any medium, including emails, SMS/MMS messages, video calls, hyperlinks/URLs, contacts through any “app” or computer program or system without the express prior consent of the recipient;

- Sending sexually explicit, pornographic, or sexually oriented images or videos of any person known personally to the sender or recipient, without the express prior consent of every person depicted therein, as well as the express prior consent of the recipient;
- Taking surreptitious videos or photographs of any person in a way, or in a location, or from a perspective which intrudes or attempts to intrude upon their bodily privacy for the purpose or apparent purpose of sexual gratification;
- Displaying pictures, posters, calendars, graffiti, objects, promotional materials, reading materials, computer websites, e-mails, mobile phone pictures or messages, or other suggestive materials that are sexually demeaning or pornographic;
- Possessing or bringing into the MBCG work environment any sexually demeaning, pornographic or other suggestive material to read, display or view at work;
- Indecent exposure;
- Visual conduct that includes making sexual gestures;
- Verbal conduct that includes making or using derogatory comments, epithets, slurs or jokes of a sexual nature; verbal commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, notes or invitations.

This policy applies to employees while engaged in MBCG business or when representing MBCG on or off the workplace premises. Violation of this policy may subject the offender to civil damages or criminal penalties, as well as to disciplinary action up to and including termination of employment with MBCG. Employees filing false, frivolous, or retaliatory claims of sexual harassment may be subject to disciplinary action up to and including termination of employment. A copy of this policy, along with reporting information, will be posted on bulletin boards throughout MBCG buildings. New employees will be informed of this policy during orientation training; supervisors and managers will be trained periodically to reinforce their awareness of the requirements of this policy.

BREAK TIME FOR NURSING MOTHERS

MBCG complies with the provisions of the Patient Protection and Affordable Care Act (“PPACA”) which amended Section 7 of the Fair Labor Standards Act (“FLSA”) to require “reasonable break time for an employee to express breast milk for her nursing child for 1 year after the child’s birth each time such employee has need to express the milk.” In accordance with the PPACA and O.C.G.A. § 45-1-7(c), MBCG will provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public that may be used by an employee to express breast milk.

MBCG provides a dedicated space for use by nursing mothers. MBCG recognizes the importance of this act of nurture for maternal and infant health and provides breaks to all nursing mothers irrespective of their status as exempt/non-exempt employees under the FLSA.

Under the FLSA and O.C.G.A. § 45-1-7(b), employers (including MBCG) are not required to compensate nursing mothers for breaks taken for the purpose of expressing milk when those employees are working away from their usual worksite. However, where employers already provide compensated breaks, an employee who uses that break time to express milk, even if working away from their usual worksite, will be compensated in the same way that other employees are compensated for break time. During such break time, the employee must be completely relieved from duty or else the time shall be compensated as regular work time.

Under O.C.G.A. § 45-1-7(b), any employee working at their usual worksite who requires paid break time for the purpose of expressing breast milk shall be entitled to paid break time of a reasonable duration, at their usual rate of compensation, and such break time shall be in addition to regularly scheduled break time. No employee shall be required to use leave in order to be compensated for break time taken to express breast milk at the employee’s usual worksite.

Employees using reasonable break time to express milk shall not be subject to discrimination or retaliation. Where feasible, employees desiring to express breast milk at their usual worksite shall also be afforded access, upon advanced written request, to suitable, limited access cold storage for the purpose of storing expressed milk.

Questions regarding the application of this policy should be directed to the Human Resources Department.

It is the policy of MBCG to comply with the provision of the Patient Protection and Affordable Care Act (“PPACA”) which amended Section 7 of the Fair Labor Standards

~~Act (“FLSA”) to require reasonable break time for an employee to express milk for her nursing child for one (1) year after the child’s birth each time such employee has need to express the milk. In addition, the PPACA requires the provision of a place, other than a bathroom, which is shielded from view and free from intrusion by co-workers and the public, and which may be used by an employee to express breast milk.~~

~~While the FLSA does not require that break periods taken for the purpose of expressing milk be compensated, where an employer already provides compensated break periods, an employee who uses that break time to express milk must be compensated in the same way that other employees are compensated for break time. In addition, the FLSA’s general requirement that the employee must be completely relieved from duty or else the time must be compensated as work time applies. (Refer to definition of “hours worked,” MBCG Personnel Policy Manual, “Overtime pay”).~~

~~The MBCG provides a dedicated space for use of nursing mothers. While the Federal law mandates break time to express milk only for employees who are not exempt from overtime pay requirements under FLSA, MBCG recognizes the importance of this act of nurture for maternal and infant health, and will provide breaks to all nursing mothers irrespective of their status under FLSA.~~

~~Questions regarding application of this policy should be directed to the Human Resources Department.~~

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA")

Under the Health Insurance Portability and Accountability Act ("HIPAA"), MBCG is required to have in place appropriate administrative, technical, and physical safeguards to protect the privacy and security of Protected Health Information ("PHI"). MBCG is required to reasonably safeguard PHI from any intentional or unintentional use or disclosure in violation of the law, and to provide for notification in the case of any breach of unsecured PHI.

Protected Health Information ("PHI") is all individually identifiable health information held or transmitted by an entity covered by HIPAA or its business associate, in any form or media, whether electronic, paper, or oral. Individually identifiable health information is information, including demographic data that is related to (1) the individual's past, present or future physical or mental health or condition; (2) the provision of health care to the individual; or (3) the past, present or future payment for the provision of health care to the individual and which identifies the individual or for which there is a reasonable basis to believe it can be used to identify the individual.

This policy applies to all MBCG employees, including, but not limited to, full-time employees, part-time employees, temporary employees, retirees, spouses, eligible family members, trainees, volunteers, interns, vendors, and contractors.

The MBCG Human Resources Director is the designated Privacy Officer for HIPAA purposes. The privacy officer is responsible for the development and implementation of policies and procedures required for HIPAA compliance. The privacy officer also serves as the individual to whom complaints related to HIPAA should be communicated, and who can provide additional information about matters covered by the privacy notice.

HIPAA Definitions

1. **Covered Entity** is a health plan, health care clearinghouse, or health care provider that transmits any health information electronically in connection with a covered transaction.
2. **Breach** is the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information.

Exceptions: Disclosures where the recipient of the information would not reasonably have been able to retain the information, unintentional acquisition,

access, or use of the information by employees or persons acting under the authority of a covered entity or business associate, inadvertent disclosures among persons similarly authorized to access protected health information.

3. **Business Associate** is a person who performs functions or activities on behalf of, or certain services for, a covered entity that involve the use or disclosure of individually identifiable health information.

Examples: third party administrators or pharmacy benefit managers for health plans, claims processing or billing companies, transcription companies, and persons who perform legal, actuarial, accounting, management, or administrative services for covered entities and who require access to protected health information.

4. **Protected Health Information** is the individually identifiable health information held or transmitted in any form by HIPAA covered entities and business associates.
5. **Unsecured Protected Health Information** is protected health information that is not secured through the use of a technology or methodology specified by the Secretary of HHS.

Covered entities and business associates that implement the specified technologies and methodologies with respect to protected health information are not required to provide notifications in the event of a breach of such information as the information is not unsecured. Technologies and methodologies utilized should include encryption and/or destruction techniques that render protected health information unusable, unreadable, or indecipherable to unauthorized individuals.

Encryption which will constitute securing of electronic PHI for HIPAA purposes involves the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key. Electronic PHI is secured if it has thus been encrypted and if the confidential process or key has not been breached.

PHI is considered secure if the media on which the PHI is stored or recorded has been destroyed by one of the following methods:

- 1. Paper, film, or other hard copy media have been shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed*
- 2. Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88 Guidelines for Media Sanitization such that the PHI cannot be retrieved.*

- 6. Workforce Member** is an employee, volunteer, trainee, and other person whose conduct, in the performance of work for a covered entity, is under the direct control of such entity, whether or not they are paid by the covered entity.

HIPAA Breach and Notification

The Health Information Technology for Economic and Clinical Health (“HITECH”) Act requires HIPAA covered entities to provide notification to affected individuals and to the Secretary of the Department of Health and Human Services (“HHS”) following the discovery of a breach of unsecured protected health information. In the event of a breach of unsecured protected health information at or by a business associate of a covered entity, HITECH requires the business associate to notify the covered entity. Breach notification requirements are also imposed upon vendors of personal health records and their third party service providers.

Procedure

In the event of a breach of unsecured PHI which compromises the security or privacy of the PHI, MBCG must make the following determinations, and adhere to the following procedure to notify affected individuals and HHS, where appropriate, that a breach has occurred.

- Determine whether notification is necessary by determining whether a use or disclosure of unsecured protected health information violated HITECH.
 - Was the information secured?
 - Was the disclosure of the information incident to an otherwise permissible use or disclosure?
- Determine whether the violation compromises the security or privacy of the protected health information.
 - Does the disclosure pose a significant risk of financial, reputational, or other harm to the individual?
- Determine who impermissibly used or to whom the information was impermissibly disclosed.
 - Was the information disclosed to another entity governed by HIPAA rules?

- Did the recipient of the information give assurances that the information will not be further used or disclosed or will be destroyed?
 - Is the recipient of the information willing to agree to a confidentiality agreement or a similar agreement?
- Determine if the information was returned prior to the information being accessed for an improper use. *Example: A stolen laptop returned before the information stored on the laptop has been accessed. However, notification of a breach is not to be delayed in hopes of securing the information before the information is accessed for an improper use.*
- Determine the type and amount of protected health information involved in the impermissible use or disclosure.
 - Does the information pose a significant risk of financial, reputational, or other harm?
 - Does the protected health information include individually identifying information (i.e., name, address, birthday, Social Security number)?

If MBCG determines that a breach of unsecured protected health information has occurred and notification is necessary, the Privacy Officer must ensure that the following steps are adhered to:

- Notify each individual whose unsecured protected health information has been, or is reasonably believed by the covered entity to have been, accessed, acquired, used, or disclosed as a result of a breach.
- A covered entity shall send the required notification without unreasonable delay **and in no case later than sixty (60) calendar days after the date the breach was discovered by the covered entity.**
 - A breach is discovered on the first day that the covered entity learns of the breach, or by the exercise of reasonable diligence would have been known to the covered entity.
 - A covered entity may take a **reasonable time** to investigate the circumstances surrounding the breach, in order to collect and develop the information that is required to be included in the notice to the individual.

- Where an investigation is completed earlier than sixty (60) days, the covered entity must provide notice as soon as reasonable.
 - ***Where an investigation is completed and the covered entity determines that a breach did not occur, notification is not required.***
- The notice to each individual shall include:
 - A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - A description of the types of unsecured protected health information that were involved in the breach (i.e., whether full name, Social Security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - DO NOT INCLUDE A LISTING OF THE ACTUAL PROTECTED HEALTH INFORMATION THAT WAS BREACHED (e.g., a list of individual Social Security numbers);
 - Any steps individuals should take to protect themselves from potential harm resulting from the breach;

- A brief description of what the covered entity involved is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches;
- Contact procedures for individuals to ask questions or learn additional information, which must include a toll-free telephone number, an e-mail address, a web site, or postal address.
- The following methods may be utilized to give notice to each individual affected by a breach of unsecured protected health information:
 - First-class mail to the last known address of the individual;
 - Electronic mail, provided the individual agrees to receive electronic notice and such agreement has not been withdrawn;
 - If the covered entity does not have contact information for the individual, the entity may provide substituted notice by:
 - In the case in which there is insufficient or out-of-date contact information for fewer than 10 individuals, then such substitute notice may be provided by an alternative form of written notice, telephone, or other means;
 - In the case in which there is insufficient or out-of-date contact information for 10 or more individuals, then such substitute notice shall:
 - Be in the form of either a conspicuous posting for a period of 90 days on the home page of the primary web site of the covered entity involved, or conspicuous notice in major print or broadcast media in geographic areas where the individuals affected by the breach likely reside; and
 - Include a toll-free phone number that remains active for at least 90 days where an individual can learn whether the individual's unsecured protected health information may be included in the breach.

- Additional notice in urgent situations may be needed and should be completed by:
 - If the breach involves 500 or more individuals of a state or jurisdiction, the covered entity must provide notice to prominent media outlets. ***Notice to the media outlets is used to supplement notice to each individual and may not be used as substituted notice.***
 - Notice must be made to the prominent media outlets in the same time frame as written notice to each individual as discussed above.
- Notification to the Secretary of HHS must be completed:
 - When the breach involves 500 or more individuals (without regard for whether the individuals are in the same state or jurisdiction);
 - ***THIS NOTICE MUST BE DONE IMMEDIATELY. Immediately under HITECH means the covered entity must notify the Secretary of HHS concurrently as to when each individual is notified.***
 - When the breach involves less than 500 individuals the covered entity may keep a log of such breaches and submit them to the secretary annually.
- A business associate must notify the covered entity to which the breached information relates.
 - If the information relates to more than one covered entity, the business associate must notify all possible covered entities that may have been affected.
 - A business associate shall send the required notification to the covered entity without unreasonable delay and in no case later than sixty (60) calendar days after the date the breach was discovered by the covered entity.
 - A breach is discovered by a business associate on the first day that the covered entity learns of the breach, or by the exercise of reasonable diligence would have been known to the covered entity.
 - For the covered entity's notification purposes: If the business associate is an agent for the covered entity, the covered entity is said to have discovered the breach on the same day as the business associate. If the business associate is an independent contractor, the covered entity is said to have discovered the breach on the day the business associate notified the covered entity of the breach.

- The business associate must provide the covered entity, to the extent possible, the identity of each individual whose unsecured protected health information has been, or is reasonably believed to have been, breached; a description of the types of unsecured protected health information that were involved in the breach; any steps individuals should take to protect description of what the covered entity involved is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches.
 - The business associate may provide the covered entity immediate notification of the breach and follow up with additional information on the identity of each individual before the sixty (60) day deadline.
- In cases involving vendors of personal health records and their third party service providers, it is appropriate for these vendors to provide the same notice as required of covered entities to each of individuals affected by the breach. Although the vendors' rules under the Federal Trade Commission may be different from the rules governing the covered entities, the vendors must follow the same rules as the covered entities.

Notice to Minors or Incapacitated Individuals

If an individual affected by the breach is a minor or otherwise lacks legal capacity due to a physical or mental condition, a covered entity may provide notice to the parent or other person who is the personal representative of the individual. If the individual is deceased, the covered entity may provide notice to the next of kin or the personal representative of the individual.

Appropriate notice of breach

Although there is not a page limitation on the notice, the notice should be written at an appropriate reading level and use clear language and syntax. The notice should not include language that distracts the individual from the purpose of the notice.

The covered entities who are obligated to comply with Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act of 1990 should take steps that those with limited English proficiency and disabilities are able to read and understand the notice and be willing to provide the notice in alternate mediums to ensure the individuals understand the implications of the notice.

Delay of notice to support criminal investigation

If a law enforcement official determines that notice of a breach of unsecured protected health information would impede a criminal investigation, notice can be delayed for up to thirty (30) days.

Administration

- a. The MBCG will train its workforce concerning this policy and MBCG's procedures regarding the privacy of PHI as necessary and appropriate for the workforce member to carry out his/her duties and specific job functions.
- b. Then MBCG will refrain from intimidating or retaliatory acts against any individual for the exercise of rights established in the breach notification.
- c. The MBCG will mitigate, to the extent practicable, any harmful effect that is known by MBCG to have occurred as a result of a use or disclosure of PHI in violation of HIPAA privacy rules.
- d. The MBCG will maintain documentation required to meet the burden of proof of MBCG in the event of a use or disclosure of PHI in violation of HIPAA, and will retain such documentation for a period of not less than six (6) years.
- e. ***Any MBCG employee who violates the provisions of HIPAA or this policy shall be subject to disciplinary action up to and including termination of employment.***

LIMITED ENGLISH PROFICIENCY

Macon-Bibb County Government recognizes the importance of effective and accurate communication between its personnel and the citizens of Macon-Bibb County. Language barriers can impede effective and accurate communication in a variety of ways. Language barriers can sometimes inhibit or even prohibit persons with limited English proficiency (LEP) from accessing and/or understanding important rights, obligations and services, or from communicating accurately and effectively in difficult situations. Ensuring meaningful communication ability between Macon-Bibb County personnel and all segments of the Macon-Bibb County community serves the interest of both.

Generally, accommodating members of the public with limited English proficiency means planning, and having accommodations in place, for interacting with those members of the public who have limited English proficiency. In particular, those significant populations which include over 1,000 local residents speaking a common non-English language should be anticipated for purposes of interacting with the MBCG, and accommodations should be provided wherever they reasonably can be in order to ensure meaningful access.

In order to achieve this goal of appropriately accommodating the limited English proficiency population in our community, the Macon-Bibb County Commission has adopted a Countywide limited English proficiency policy, which it updates from time to time. Employees are required to be familiar with the current version of the limited English proficiency policy at all times, and department heads are required to notify employees when there has been a material change to the policy.

In the course of their regular duties, any bilingual employees may be called upon from time to time to translate for members of the public seeking MBCG assistance or services if they can speak, read, and write in the same language as the member of the public.

The failure of any employee to make reasonable efforts to accommodate or communicate with any member of the public receiving any County services may be a basis for discipline. Violation of the MBCG limited English proficiency policy may also be a basis for discipline.

Employees who have any questions about the limited English proficiency policy, or who would like to receive a copy of the current policy, can contact the Human Resources department or County Attorney's office.

MBCG recognizes the importance of effective and accurate communication between its personnel and the public. Language barriers can impede effective and accurate communication in a variety of ways. Language barriers can sometimes inhibit or even

prohibit individuals with Limited English Proficiency (“LEP”) from accessing and/or understanding important rights, obligations, and services, or from communicating accurately and effectively in difficult situations. Ensuring meaningful communication ability between MBCG personnel and all segments of the Macon-Bibb County community serves the interestinterests of both. The purpose of this

This policy is to establishestablishes effective guidelines for communication with LEP persons and their representatives in compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166. MBCG is committed to ensuring compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and, directives. MBCG assures that no, and court decisions thereunder. No person shall on the grounds of race, color, national origin, gender, age, genetic information, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Macon-Bibb CountyMBCG-provided or Macon-Bibb County supported service, program, or activity. MBCG also assures that every on the basis of race, color, national origin, gender, age, genetic information, religion, sexual orientation, or disability. Every effort will be made by MBCG to prevent discrimination through the impacts of its programs, policies, and activities on minority or legally-protected populations. Accordingly, MBCG will taketakes reasonable steps to provide meaningful access to services and benefits for person with LEP. persons.As a normal part of the conduct of county government,

MBCG has committed to ensuring that LEP citizenspersons conducting business with MBCG, participating in services provided by or supported by MBCG, or appearing in judicial proceedings will be able to engage in those activities, where appropriate, while speakingcommunicating in the Spanishappropriate language. MBCG is prepared to add other when those languages when they meet the required LEP threshold. “According to U.S. Census Bureau information estimates for 2011, MBCG’s population is 155,753. Of that total, an estimated 2.9 percent is comprised of persons of Latino or Hispanic origin. An estimated 5.2 percent of MBCG’s population speaks a language other than English at home. While MBCG has not maintained data to formally document the frequency of contact by LEP persons with its services, there is some available information to support an estimate of frequency of contact by various MBCG offices and departments.”

While generally, identifying any community where the LEP population equals 5 percent or more in a given language automatically triggers providing language assistance services as a mandatory and normal part of operations, MBCG is mindful of the growing Hispanic population in Georgia and Macon-Bibb County, and has committed to provide language assistance services when needed or required. In response to the needs of the Spanish-speaking population—the largest language minority population served by

MBCG — various MBCG agencies and departments have taken steps to provide language assistance services when LEP citizenspersons have need of essential government services.

These efforts include, but are not limited to: (1) hiring of bilingual staff in the Bibb County Tax Commissioner's tag office(s) and the Bibb County Sheriff's Office; (2) adherence to the policies of the Administrative Offices of the Courts and/or the Georgia Supreme Court rules for the use of interpreters for non-English speaking persons for judicial proceedings; (3) use of the Language Line Personal Interpreter Service and/or Spanish-speaking advocates for LEP persons with limited English proficiency by Bibb County Crisis Line & Safe House; (4) special scheduling of judicial proceedings where LEP citizenspersons must appear and provision of qualified interpreters to LEP individualspersons for those proceedings; (5) availability of language identification flashcards in MBCG departments; (6) provision of language access statements to inform LEP citizenspersons of their rights; (7) posting of signs regarding language access rights at public counters and waiting areas; and (8) posting of language access information on MBCG 's web site. MBCG's website.

Where necessary and reasonable, language assistance will be provided through the use of competent bilingual staff, contractscontractors or arrangements with certified interpreters and/or translators, or technology and telephonic interpretation services. MBCG employees will be provided notice of this policy and procedure, and staff that may have direct contact with LEP citizenspersons will be trained on use of language identification materials and how to obtain an interpreter if needed.

The MBCG recognizes the importance of effective and accurate communication between its personnel and the citizens of Macon-Bibb County . Language barriers can impede effective and accurate communication in a variety of ways. Language barriers can sometimes inhibit or even prohibit individuals with Limited English Proficiency ("LEP") from accessing and/or understanding important rights, obligations, and services, or from communicating accurately and effectively in difficult situations. Ensuring meaningful communication ability between MBCG personnel and all segments of the Macon-Bibb County community serves the interest of both.

The purpose of this policy is to establish effective guidelines for communication with LEP persons in compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166. MBCG is committed to ensuring compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives. MBCG assures that no person shall on the grounds of race, color, national origin, gender, age, genetic information, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Macon-Bibb County provided or Macon-Bibb County supported

service, program, or activity. MBCG also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on minority populations. Accordingly, MBCG will take reasonable steps to provide meaningful access to services for person with LEP.

As a normal part of the conduct of county government, MBCG has committed to ensuring that LEP citizens conducting business with MBCG, participating in services provided by or supported by MBCG, or appearing in judicial proceedings will be able to engage in those activities, where appropriate, while speaking the Spanish language. MBCG is prepared to add other languages when they meet the required LEP threshold.

“According to U.S. Census Bureau information estimates for 2011, MBCG’s population is 155,753. Of that total, an estimated 2.9 percent is comprised of persons of Latino or Hispanic origin. An estimated 5.2 percent of MBCG’s population speaks a language other than English at home. While MBCG has not maintained data to formally document the frequency of contact by LEP persons with its services, there is some available information to support an estimate of frequency of contact by various MBCG offices and departments.”

While generally, identifying any community where the LEP population equals 5 percent or more in a given language automatically triggers providing language assistance services as a mandatory and normal part of operations, MBCG is mindful of the growing Hispanic population in Georgia and Bibb County, and has committed to provide language assistance services when needed. In response to the needs of the Spanish-speaking population—the largest language-minority population served by MBCG—various MBCG agencies and departments have taken steps to provide language assistance services when LEP citizens have need of essential government services.

These efforts include: (1) hiring of bilingual staff in the Bibb County Tax Commissioner’s tag office(s) and Bibb County Sheriff’s Office; (2) adhesion to the policies of the Administrative Offices of the Courts and/or the Georgia Supreme Court rules for use of interpreters for non-English speaking persons for judicial proceedings; (3) use of the Language Line Personal Interpreter Service and/or Spanish-speaking advocates for persons with limited English proficiency by Bibb County Crisis Line & Safe House; (4) special scheduling of judicial proceedings where LEP citizens must appear and provision of qualified interpreters to LEP individuals for those proceedings; (5) availability of language identification flashcards in MBCG departments; (6) provision of language access statements to inform LEP citizens of their rights; (7) posting of signs regarding language access rights at public counters and waiting areas; and (8) posting of language access information on MBCG’s web site.

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~~Where necessary, language assistance will be provided through use of competent bilingual staff, contracts or arrangements with certified interpreters and/or translators, or technology and telephonic interpretation services. MBCG employees will be provided notice of this policy and procedure, and staff that may have direct contact with LEP citizens will be trained on use of language identification materials and how to obtain an interpreter if needed.~~

PRIVACY

It is ~~the~~MBCG's policy ~~of MBCG~~ to comply with all laws, rules, and regulations with respect to the privacy and protection of confidential and personal information including "protected health information" as defined in the Health Insurance Portability and Accountability Act (~~("HIPAA"), as well as with standard professional practices of protection of confidential")~~) and ~~personal information~~. Employees personally identifiable information ("PII") as may be defined in relevant laws, rules, and regulations. MBCG employees are expected to be sensitive to confidentiality and privacy issues and to perform their job duties in a manner consistent with legal ~~and standard~~ practices.

The following procedures with regard to employee privacy apply to all MBCG employees:

- a. Personal information such as, but not limited to, home address and telephone numbers, driver's license information, names of family members, health conditions of employees or family members, personal financial information, and ~~personal identity~~other personally identifiable information, ~~i.e., such as~~ Social Security ~~Number~~Numbers or Federal Identification ~~Number~~Numbers shall be protected and shall not be ~~released~~disclosed to any individual, vendor, or agency without a legitimate need to know, without express written permission from the employee or affected individual, or unless required by law.
 - Records containing personal information shall be secured as appropriate. In no circumstance shall records containing personal information be left open or unattended where unauthorized persons may access the information.
 - Individuals requesting personal information ~~should~~shall provide personal identification, ~~i.e., such as a photo identification,~~ government credentials, badge, ~~etc. or similar such material~~ and legitimate proof of authority, ~~i.e., such as a~~ warrant, court order, signed authorization from the person whose information is requested.
 - If there is ~~any~~ doubt as to whether the personal information or documents containing personal information should be released, employees should contact the Department Head, Human Resources Department, or the ~~legal staff.~~ County Attorney's Office.
- b. Information related to MBCG operations ~~of MBCG is~~may be covered under the Georgia Open Records Act and may be subject to copying or

examination by anyone requesting such information. Department ~~heads~~Heads and managers ~~will~~shall, with the assistance of the Macon-Bibb County Attorney or his/her designee, determine the parameters of obligations under the Georgia Open Records Act for their area of responsibility, and will train employees of their departments on the proper handling of Open Records Act requests. Employees should be aware that salary information, redacted personnel files, as well as other information concerning their positions of employment with MBCG may be subject to the Georgia Open Records Act.

c. Special care should be taken to ~~protect~~safeguard medical information about any MBCG employee, any employee's family member(s), and any citizen, vendor, or other person connected with MBCG.

- In the absence of express permission from the affected person, or from their legal guardian or ~~holder~~holder of a lawful power of attorney, information concerning any of the following should not be released or ~~revealed~~otherwise disclosed, verbally or in writing:

1. That a person is ill, hospitalized, has a disability, or is under a physician's care;

2. Description of a person's symptoms, unless specifically work-related, i.e., to process leave under the Family Medical Leave Act, ~~worker's~~workers' compensation, return to work following leave, fitness for duty documentation, drug/alcohol investigation, ~~etc.~~ or documentation, or any other similar information;

3. Description of the condition of a person beyond that which is officially given by a healthcare provider, i.e., "serious," "critical," "stable," etc.; or

4. Diagnosis or prognosis.

- Even where permission has been granted to reveal medical information, employees should exercise care and discretion in disclosing such information. This means avoiding casual conversations and/or gossip concerning the person should be avoided about an individual's condition.

- Upon receiving notification that an employee or employee's family member has a serious ~~illness~~medical condition or is

hospitalized, the manager or supervisor should ~~inquire as to what information the employee would like for co-workers or other employees to know. As long as~~ not disclose such serious medical condition or hospitalization. ~~In the event that~~ the employee gives express permission for the release of information, it is appropriate for co-workers or other employees to send cards, notes, or flowers. ~~Visiting~~ In such situation, visiting the person or preparing meals for his/her family may also be appropriate, but must be authorized by the affected employee in advance.

- In the event that an employee develops a communicable illness which may have been transmitted to other employees, then care should be taken to notify those employees who were potentially exposed to the illness, and to do so in a way that is compliant with HIPAA and the Americans with Disabilities Act. Department heads or supervisors should consult with Human Resources and the County Attorney's Office before notifying employees of a potential exposure in order to ensure that employees' privacy is preserved.

TITLE VI COMPLIANCE

The MBCG assures that no person shall on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. MBCG further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The MBCG Compliance Officer and Departmental Title VI Coordinators are responsible for initiating and monitoring Title VI activities, preparing required reports, and other responsibilities as required by Title VI.

In order to achieve this goal of ensuring nondiscrimination in accordance with Title VI, the Macon-Bibb County Commission has adopted a Countywide Title VI compliance policy, which it updates from time to time. Employees are required to be familiar with the current version of the Title VI compliance policy at all times, and department heads are required to notify employees when there has been a material change to the policy.

The failure of any employee to fulfill the requirements of the Title VI compliance policy, or discrimination against any person in the provision of any government services on the basis of race, color, or national origin may be a basis for discipline. Violation of the MBCG Title VI compliance policy may also be a basis for discipline.

Employees who have any questions about the Title VI compliance policy, or who would like to receive a copy of the current policy, can contact the Human Resources department or County Attorney's office.

For additional information about MBCG's non-discrimination obligations under Title VI, or to file a Title VI Discrimination Complaint, please send your written request or complaint to:

{Compliance Officer Name}
{Address}
{City, State, Zip Code}

With a copy to:
{Name}
{Email Address}

Title VI Complaint Procedure

3.1106

~~A complaint alleging discrimination against a department or entity within MBCG should be filed with the Compliance Officer. The Compliance Officer is primarily responsible for receiving and acknowledging complaints, investigating the basis for the complaint, and reporting the findings. Complaints are preferred in writing, using the Complaint Form which follows this policy, and sent to the MBCG Compliance Officer; however, verbal complaints will be accepted, transcribed by the Compliance Officer or his designee and signed by the complainant. The complainant or his/her representative may complete the Complaint Form.~~

~~The MBCG Compliance Officer will keep the original and forward a copy to the respective Title VI coordinator of the department against whom the complaint is filed. The complainant may be represented by an attorney or other representative of his/her own choosing and may bring witnesses and present testimony and evidence in the course of any subsequent investigation.~~

~~All complaints must be filed with the MBCG Compliance Officer unless complaints are filed with external entities first. The Compliance Officer will notify the respective Title VI department coordinator of the filed complaint. The complaint must be filed no later than 180 calendar days after the alleged discriminatory incident.~~

~~The Compliance Officer will investigate complaints against all other departments, in conjunction with and under the advice of MBCG's Attorney or his designee, and will make a finding based on the investigation. The investigation may include a discussion of the complaint with all affected parties to determine the problem.~~

~~The Compliance Officer will maintain a Title VI Complaint Log detailing the type and status of each complaint. The Complaint Log shall be maintained in a locked filing cabinet and shall be maintained for a period of three (3) years. The log shall include a case file number and shall indicate the date of receipt; nature of complaint; and disposition of the complaint.~~

~~Complaint files shall include a copy of the written complaint or a summary of the oral complaint; a record of contacts made and information obtained during the investigation; and other related correspondence from the complainant, agency or organization against whom the complaint was made. Complaints shall be held strictly confidential to the extent allowable by law.~~

~~When the investigation is concluded, the Compliance Officer, in cooperation with MBCG's Attorney or his designee, will prepare a written report of findings. Should this report include a finding of Title VI violation, proposed remedial action shall also be included in the report.~~

~~The final report will include the following:~~

- ~~1. The written complaint containing the allegation, basis, and date of filing~~
- ~~2. Summarized statements taken from witnesses~~
- ~~3. Finding of facts~~
- ~~4. Opinion (based on all evidence in the record) that the incident is substantiated or unsubstantiated~~
- ~~5. Remedial action(s) for substantiated cases~~

~~The Compliance Officer will retain a copy of the report on permanent file and the findings will be communicated to the complainant within ten (10) business days of the finding. The complainant may also file a complaint with the Regional Division of the U.S. Office of Civil Rights in Atlanta, Georgia. To allow for sequential filing with external entities, the report shall be released no later than sixty (60) calendar days of the date on which the complaint was received. Any complainant unsatisfied with the finding may choose to appeal the finding to an external entity such as the Regional Division of the U.S. Office of Civil Rights in Atlanta, Georgia.~~

~~Should a complaint be filed with MBCG and an external entity simultaneously, the external complaint shall supersede the MBCG complaint and MBCG's complaint procedures will be suspended pending the external findings.~~

~~If corrective action(s) are recommended, the alleged discriminatory contractor or sub-contractor will be given thirty (30) calendar days to inform the MBCG Title VI Coordinator of the actions taken for compliance. Corrective actions can be in the form of actions to be taken at a future date after the initial thirty (30) days with projected time period(s) in which action will be completed. All corrective actions must be made within sixty (60) days from the date of the actual recommendation.~~

~~If the recommended corrective action(s) have not been taken within the sixty (60) days time period allowed, the contractor or sub-contractor will be found to be in non-compliance with Title VI rules and regulations, and a plan will be undertaken for enforcement action.~~

Appeal Procedures

- ~~1. The complainant has the right to appeal all written reports to the Compliance Officer in writing within fourteen (14) days of receipt of the final report of findings.~~
- ~~2. The appeal must specifically cite the portion(s) of the finding with which the complainant disagrees and his/her reason(s) for disagreement.~~
- ~~3. The Compliance Officer will forward this appeal within seven (7) days to the MBCG Civil Rights Unit for review.~~
- ~~4. The review of the finding by the Civil Rights Unit will be based on the entire record.~~
- ~~5. The Civil Rights Unit must complete the appeal review within thirty (30) calendar days after receipt of the appeal.~~

~~The Civil Rights Unit will forward written findings to the complainant, the Compliance Officer, MBCG's Attorney, MBCG's Mayor and County Commission.~~

GEORGIA WHISTLEBLOWER ACT

~~To comply~~In compliance with the Georgia Whistleblower Act and specifically O.C.G.A. § 45-1-4, ~~the MBCG County Commission~~ encourages employees to report information concerning the possible existence of any activity constituting fraud, waste, and abuse in or relating to any ~~program, function, or operation~~state programs and operations under the jurisdiction of MBCG. In furtherance of this policy, ~~the County Commission~~Policy, MBCG has designated the ~~County Manager~~Compliance Officer as the individual to receive whistleblower complaints. ~~In addition to the County Manager, employees~~such reports. Employees may also make ~~complaints~~such reports to their ~~department~~Department head or immediate supervisor.

~~O.C.G.A. 45-1-4 (a) (5) prohibits the discharge, suspension, demotion~~MBCG does not and will not adopt or enforce any other adverse employment action by a public employerpolicy or practice to prevent employees from disclosing violations of or noncompliance with a law, rule, or regulation to the Compliance Officer, their Department head, or immediate supervisor.

Employees shall not be retaliated against ~~a public employee~~for disclosing a violation of or noncompliance with a law, rule, or regulation to ~~either at the Compliance Officer, their Department head, or immediate supervisor or government agency,~~ unless the disclosure was made with knowledge that the disclosure was false or made with reckless disregard for ~~its~~the disclosure's truth or falsity. Employees shall not be retaliated against for cooperating with any investigation into any report made under the Georgia Whistleblower Act, or for supporting any report made by any other person concerning any activity within the jurisdiction of the MBCG under the Georgia Whistleblower Act.

Employees shall not be retaliated against for objecting to, or refusing to participate in, any activity, policy, or practice that the employee has reasonable cause to believe is in violation of or noncompliance with a law, rule, or regulation. This anti-retaliation provision does not apply to policies or practices which implement, or to actions by MBCG against employees who violate, privilege or confidentiality obligations recognized by constitutional, statutory, or common law.

Disclosure of the identity of a ~~"whistleblower"~~an employee making such a report covered by this policy is prohibited without the employee's written consent, unless the employerMBCG determines such disclosure is necessary and unavoidable during the course of theMBCG's investigation. ~~In such event, the public~~if the employee's identity must be disclosed, the employee shall be notified in writing at least seven (7) days prior to such disclosure.

If an employee believes that he or she has been subject to retaliation prohibited under this Policy, the employee is encouraged to immediately report such retaliation to either his/her Department head, supervisor, or the MBCG Human Resources Department. Individuals found to be in violation of this anti-retaliation provision shall be subject to discipline up to and including termination of employment.

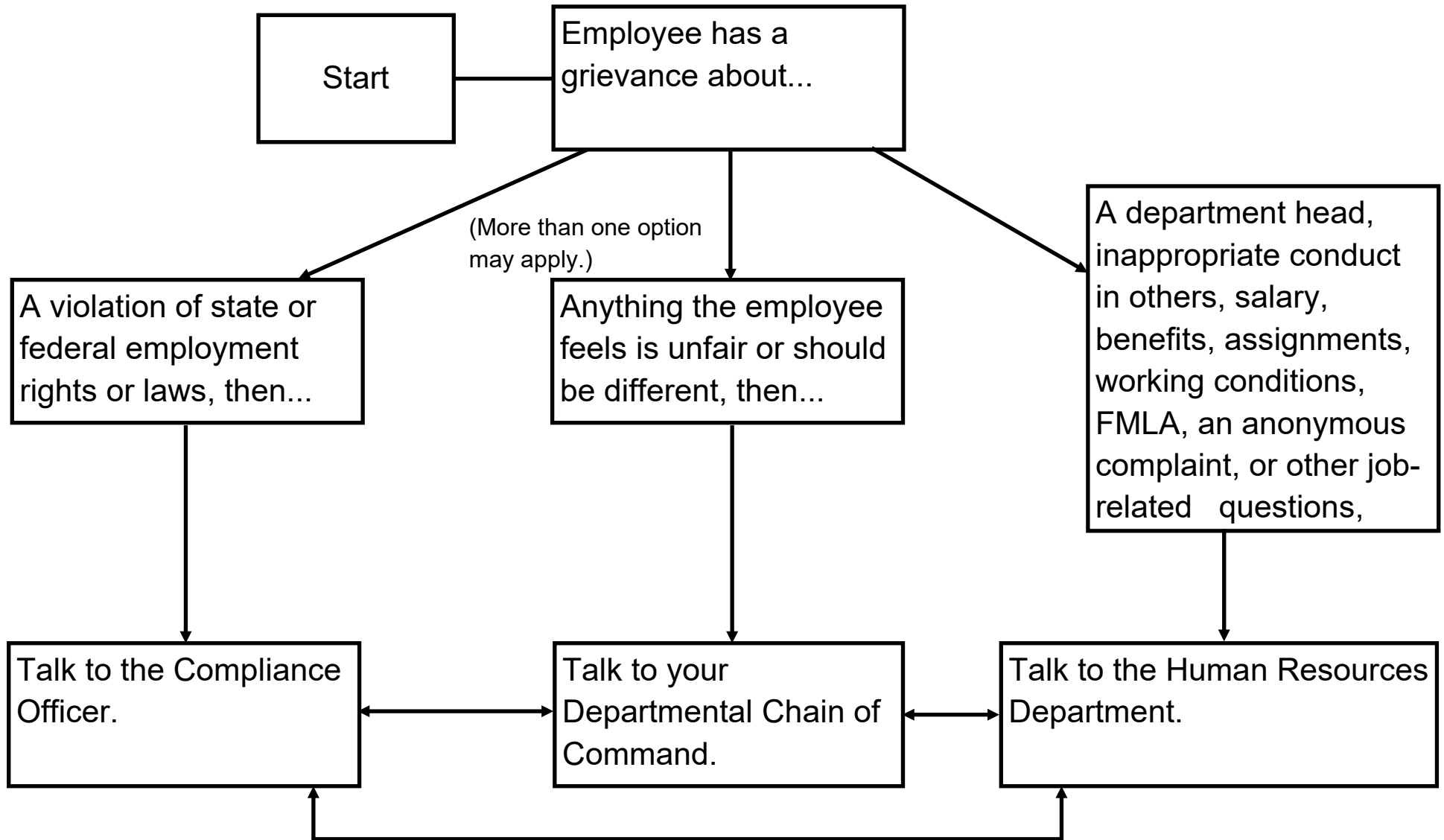
~~To comply with the Georgia Whistleblower Act and O.C.G.A. 45-1-4, the MBCG County Commission encourages employees to report information concerning the possible existence of any activity constituting fraud, waste, and abuse in or relating to any program, function, or operation of MBCG. In furtherance of this policy, the County Commission has designated the County Manager as the individual to receive whistleblower complaints. In addition to the County Manager, employees may also make complaints to their department head.~~

~~O.C.G.A. 45-1-4 (a) (5) prohibits the discharge, suspension, demotion or any other adverse employment action by a public employer against a public employee for disclosing a violation of or noncompliance with a law, rule, or regulation to either a supervisor or government agency, unless the disclosure was made with knowledge that the disclosure was false or with reckless disregard for its truth or falsity.~~

~~Disclosure of the identity of a "whistleblower" employee is prohibited without the employee's written consent, unless the employer determines such disclosure is necessary and unavoidable during the course of the investigation. In such event, the public employee shall be notified in writing at least seven (7) days prior to such disclosure.~~

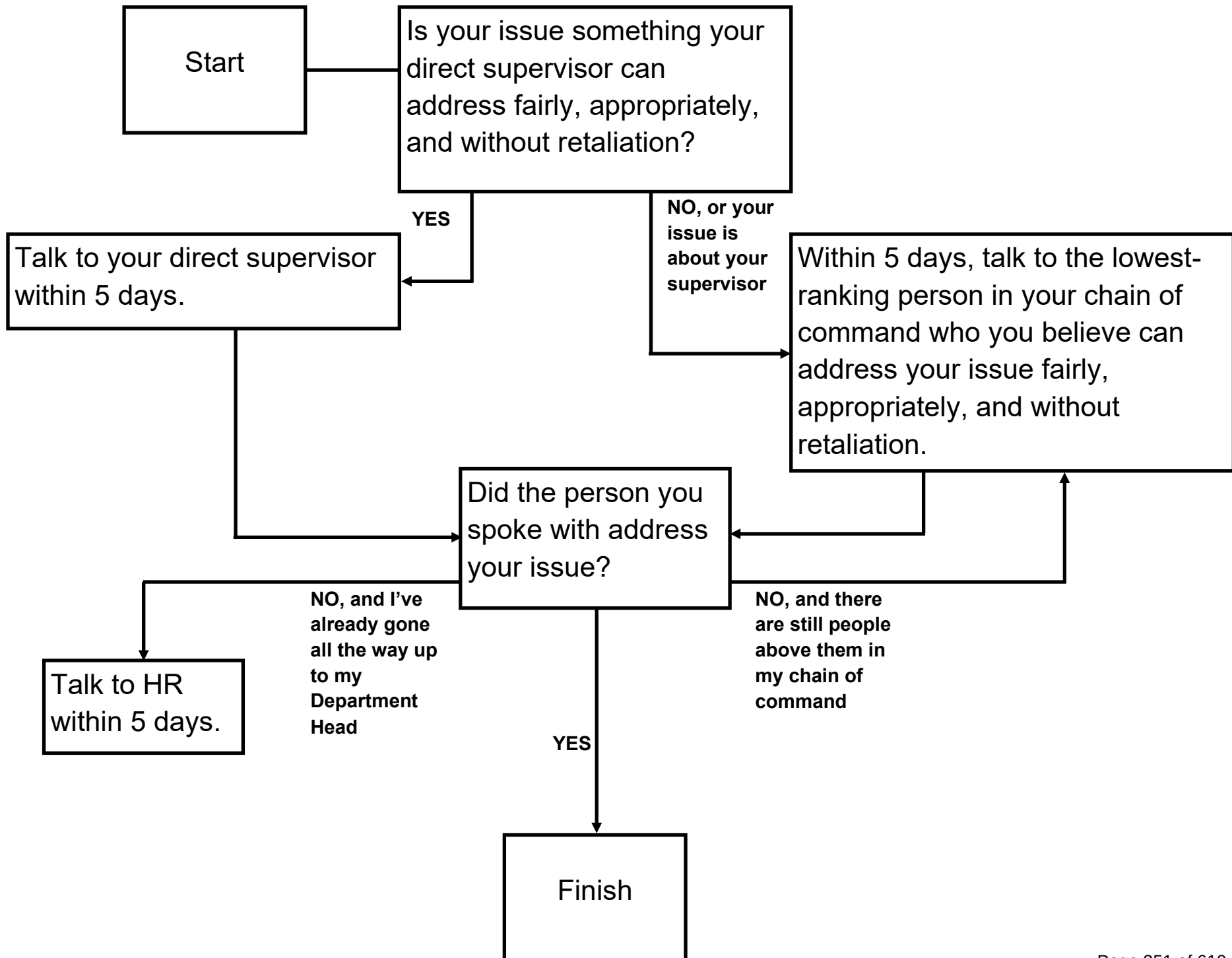
GRIEVANCE FLOW CHARTS

Employee Grievances Flow Chart

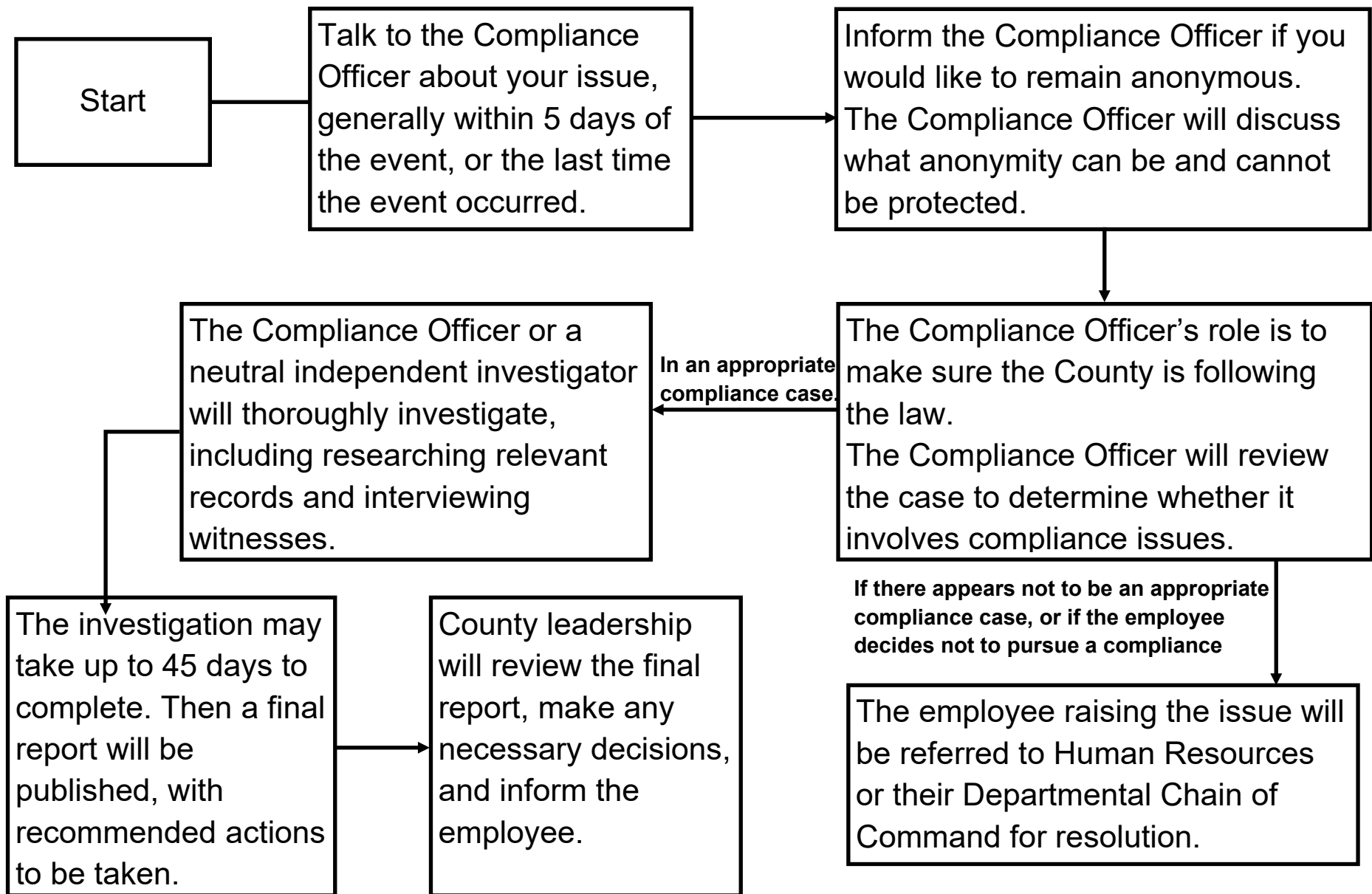


(Grievances may be reassigned between response teams based on who the most appropriate response team is.)

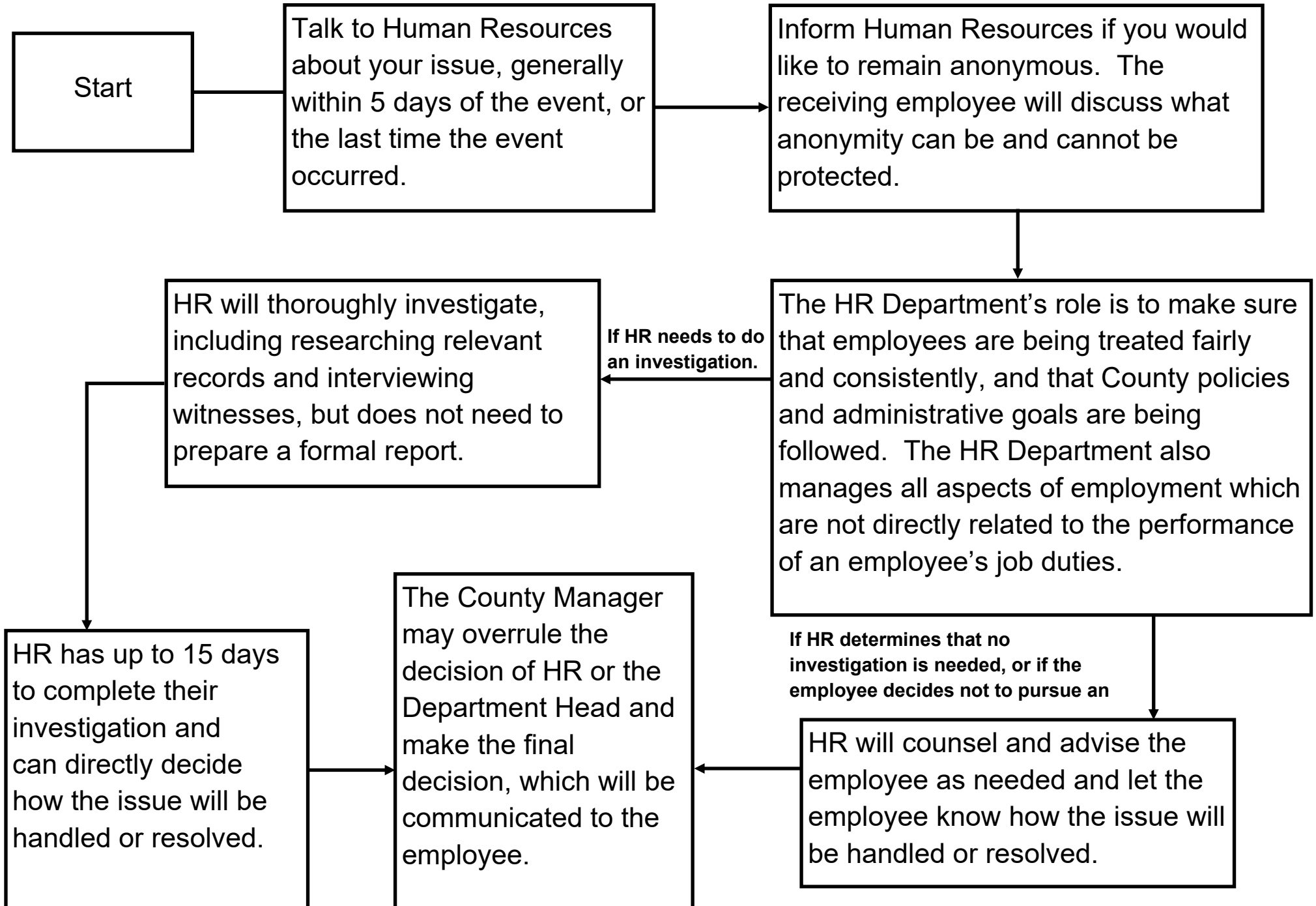
Departmental Chain of Command



Compliance Officer



Human Resources (“HR”)



Exceptions

- If any person in the Employee Grievances process has a conflict of interest, they shall not participate in conducting the investigation or in the resolution of the issue, and an alternative person will be assigned the matter instead.
- Review of disciplinary matters will not follow this process, but allegations that a disciplinary action violates an employee's legal rights may follow this process.
- Grievances will not be re-evaluated after they've already been considered once, unless there have been additional factual developments, a repeating pattern of past issues, or a change in the applicable laws or policies.
- Employees may not file Grievances on behalf of other employees, only for themselves.
- Multiple Grievances about the same issues may be consolidated and investigated together.
- All Grievances should generally be filed within five working days of when the employee first discovered or most recently observed the event or circumstance that the Grievance is about. Delay in bringing a Grievance may result in the issue being closed without resolution.
- The response team receiving a Grievance reserves the right to determine that any Grievance is outside of the scope and purpose of this process.
- If, at any time, a formal report is filed with any outside governmental or law enforcement agency about the same subject as a pending Grievance, the MBCG will immediately stop all internal investigations of the matter and close the file without issuing any report or findings.

EXHIBIT B

SECTION 3: EMPLOYEE POLICIES AND GRIEVANCES

POLICY	NUMBER
Employee Grievances	3.01
Public Grievances	3.02
Grievances Procedure	3.03
Grievances Overview	3.04
Americans with Disabilities Act (ADA)	3.05
Equal Opportunity Employment, Non-Discrimination, and Harassment Policies	3.06
Break Time for Nursing Mothers	3.07
Health Insurance Portability and Accountability (HIPPA)	3.08
Limited English Proficiency	3.09
Privacy	3.10
Title VI Compliance	3.11
Whistleblowers	3.12

EMPLOYEE GRIEVANCES

1. Background:

During the course of employment at MBCG, potential grievances may arise about a wide variety of situations, conditions, or conduct that occur both within and outside of the workplace. These grievances may range from minor and mundane to potentially serious or legally significant. MBCG considers all employee grievances to be important and encourages employees to raise grievances as they arise so that they can be mitigated or addressed promptly.

In order to make sure that every employee grievance is handled appropriately, the MBCG has created three channels for official consideration, investigation, and response to employee grievances. They are the Departmental Chain of Command, the Compliance Officer, and the Human Resources Department.

Employees have the right to remain anonymous in the filing of a grievance with Human Resources or the Compliance Officer, provided that certain methods of resolution may occasionally enable co-workers to deduce the identity of the complainant. Before taking any action that will or will likely disclose the identity of an anonymous complainant, the person determining the resolution should explain the proposal to the complainant and allow them to decide for themselves whether a resolution which deprives the complainant of anonymity is acceptable. Where the law requires disclosure of the identity of the complainant, or the taking of actions which may put the complainant's anonymity at risk, the complainant shall have no authority to stop the MBCG from taking the necessary actions.

Employees should raise all grievances through their own Departmental Chain of Command as the primary channel for resolution, unless the grievance is of a nature which the employee feels would subject the employee to retaliation, or the employee believes that the Departmental Chain of Command would be either unwilling or unable to address the grievance fairly and appropriately. For purposes of this Section, the term "Departmental Chain of Command" shall refer to the employee's direct supervisor, as well as that person's direct supervisor, and so on, up to the Department Head for the employee's department. For Department Heads, the term "Departmental Chain of Command" shall refer to the County Manager, or, if the employee reports directly to the Mayor, then the Mayor.

After raising a grievance through their own Departmental Chain of Command, or if the employee feels that using the Departmental Chain of Command would be inappropriate,

all employees shall have the right to raise any grievance with either the Compliance Officer or the Human Resources Department. Nothing in the Section shall take away from any employee's rights to Open Door access to anybody in their chain of command, including access directly to the County Manager or Mayor, as appropriate. However, if an employee bypasses some or all of their chain of command, then the person receiving the concern or grievance may refer it to the appropriate staff member on the chain of command to handle as necessary.

After reviewing the initial complaint from the employee, the Departmental Chain of Command, Compliance Officer, or Human Resources Department may refer the matter to the one of the other channels for consideration, investigation, and response as appropriate.

2. Departmental Chain of Command:

All grievances should be first raised to an employee's immediate supervisor. If a person in the employee's Departmental Chain of Command is the subject of the grievance, then the employee should instead raise the grievance to the lowest-ranking person in the employee's Departmental Chain of Command who is also in the Departmental Chain of Command for the person who is the subject of the grievance.

If the employee feels that the grievance is of a nature which would subject the employee to retaliation, or if the employee feels that any person in the Departmental Chain of Command would be either unwilling or unable to address the grievance fairly and appropriately, then the employee should instead raise the grievance to the lowest-ranking person in the employee's Departmental Chain of Command who the employee feels would be willing and able to handle the grievance fairly, appropriately, and without retaliation.

If the employee's Department Head is the subject of the grievance, or if the employee feels that nobody in their Departmental Chain of Command would be willing and able to address the concern or grievance fairly, appropriately, and without retaliation, then the employee may raise the concern or grievance directly with the Compliance Officer or with Human Resources without first going through their Departmental Chain of Command. Employees who submit a grievance to their Departmental Chain of Command, who then feel at any time during the review process that they are no longer receiving fair or appropriate consideration free from retaliation may choose at any time to submit the grievance instead to the Compliance Officer or Human Resources Department.

Anybody receiving or reviewing a grievance within any department shall have authority to consult with any or all of their superiors, their Department Head, with the Compliance Officer, or Human resources for the purposes of seeking advice or seeking clarification of policies or rules.

3. Compliance Officer:

The compliance officer is a designated employee whose job duties include ensuring that MBCG complies with all state and federal rights and protections that are afforded to local government employees. As of July 21, 2022, Resolution R-22-0141 of the Macon-Bibb County Commission has designated the Compliance Officer for MBCG as:

Michael McNeill
Sr. Assistant County Attorney
County Attorney's Office
3rd Floor, Macon-Bibb City Hall
compofc@maconbibb.us
478-219-4393
Internal Ext. 7671

In the event that the Compliance Officer changes, then the Human Resources Department or County Attorney's Office should advise employees of who the new compliance officer is.

In general, the Compliance Officer will consider, investigate, and respond to all employee grievances which actually allege or appear to allege violations of any protected right, or in which an employee expresses a desire to exercise a protected right. These categories of issues may include:

- A. Allegations of unlawful discrimination on the basis of membership in a federally protected class – race, color, religion, sex, pregnancy, sexual orientation, gender identity or expression, national origin, age, disability, or genetic information;
- B. Allegations of harassment on the basis of membership in a federally protected class;
- C. Allegations of retaliation against any employee for exercising any rights guaranteed under federal, state, or local law, or retaliation against any employee for supporting, assisting, testifying in, or otherwise participating in any

3.01

investigation, hearing, administrative proceeding, or trial involving another MBCG employee's exercise of protected employment rights;

- D. Requests for accommodation based on a protected disability or religious practice;
- E. Allegations of fraud, waste, or abuse by government officials under the Georgia Whistleblower Act;
- F. Allegations of interference by MBCG officials in the free exercise of any of an employee's general rights of citizenship, such as freedom of speech, freedom of assembly, or the right to vote without undue influence by one's employer; or
- G. Allegations of improper medical inquiries or improper disclosure of information under the Americans with Disabilities Act;
- H. Allegations of violations of the Fair Labor Standards Act concerning the payment of minimum wages or overtime wages;
- I. Allegations of violations of the National Labor Relations Act;
- J. Allegations of violations of the Equal Pay Act;
- K. Allegations of unsafe or hazardous working conditions or practices within the MBCG;
- L. Allegations of violations of any of the compliance policies set for the in this Manual; or
- M. Allegations of other criminal acts or violations of state, federal, or local laws or regulations by any employee of MBCG acting within the scope of their employment.

IMPORTANT: If the designated compliance officer is an attorney in the County Attorney's Office, then that attorney has an ethical duty to serve as the representative of the MBCG in any legal proceedings that may arise out of an employee's grievance. In order to avoid putting employees in a situation of potentially having to report to an attorney who may oppose them, the Compliance Officer shall be authorized to hire outside attorneys to serve as confidential, neutral investigators.

Those investigators will be obligated to keep the contents of the investigation confidential, including from MBCG and the County Attorney's Office, and to prepare a report making factual findings of how events played out. Confidential investigators will be retained whenever an employee indicates a need to discuss a potential legal issue where the County or one of its employees is allegedly liable.

3. Human Resources:

The Human Resources Department shall designate employees as needed to receive, consider, investigate, and respond to employee grievances. The names and contact information of those designated employees will be made available to any MBCG employee upon request and will be maintained on the Human Resources Department page of the MBCG website.

In general, the Human Resources Department will consider, investigate, and respond to all employee grievances which do not actually allege or appear to allege violations of any protected right, or in which an employee expresses a desire to exercise a protected right. These categories of issues may include:

- A. Allegations concerning interpersonal disputes which do not allege violations of any protected employment rights;
- B. Allegations of annoying or inappropriate behavior or misconduct by superiors, peers, subordinates, or non-employees which do not allege any criminal activity or violations of any protected employment rights;
- C. Concerns about salary, benefits, job assignments, or similar issues which do not allege violations of any protected employment rights;
- D. Allegations concerning working conditions which do not allege violations of any protected employment rights;
- E. Requests for leave under the Family Medical Leave Act; or
- F. General questions or concerns about any aspect of an employee's position, salary, benefits, schedule, or work assignments which do not allege violations of any protected employment rights or seek to exercise any protected employment rights.

4. Conflicts of Interest:

No person who is personally the subject of any employee concern or grievance submitted to either the Compliance Officer or the Human Resources Department may participate in any way, except as a factual witness, in the consideration, investigation, or response to such concern or grievance. In such a case, the Mayor, County Manager, Compliance Officer, or Human Resources Director may designate alternative personnel, possibly including personnel outside of the MBCG, to temporarily fulfill the role of any employee who is prevented by a conflict of interest from performing their normal job duties with respect to a matter.

5. Exclusions:

- A. Review of disciplinary actions taken against an employee are handled elsewhere in this Manual, and are not subject to the grievances process except where an employee alleges that the disciplinary action itself is the result of a discriminatory practice or is a form of illegal retaliation, or otherwise violates the employee's protected legal rights.
- B. Duplicate or successive submissions of the same grievance will not be reconsidered unless there has been a material change in the available information, material additional factual developments or repeat occurrences of offending circumstances, or a change in the applicable laws or policies.
- C. Grievances should not be filed by anybody except for an employee who is personally concerned or aggrieved by a matter. Reports in the nature of a complaint on behalf of another employee may not be considered.
- D. Where multiple individual employees file substantially similar grievances around the same time, then all substantially similar grievances may be combined and a single response issued which covers all of them.
- E. **Timing Provisions:** All grievances should be filed within five working days of when the employee first encounters or learns about the event or circumstance that is the subject of the grievance. If a grievance relates to a pattern of ongoing misconduct, then it should be submitted within five working days of the last known occurrence. If an employee wishes to escalate a grievance to a higher level in their Departmental Chain of Command, or to the Compliance Officer or Human Resources Department, then they should do so within five working days of the conclusion of the previous level of consideration. Grievances or requests for further review filed after an undue delay may be closed without resolution in the discretion of the reviewing personnel.

- F. The Departmental Chain of Command, Compliance Officer, and Human Resources Department shall all reserve the right to determine that a particular grievance that is filed is categorically outside of the scope of the grievances procedure. In such a case, the person making that determination shall inform the employee of their determination in writing, and, if known, should advise the employee regarding the appropriate channels for seeking a resolution to the matter in question.

- G. If, at any point in an investigation or any part of the review of any grievance, the reviewing officer becomes aware that the matter has been formally submitted to the jurisdiction of any government or law enforcement agency outside of the MBCG, including the internal affairs division of the Macon-Bibb County Sheriff's Office, then the MBCG will immediately cease and close its review of the matter, or any portion of the matter under formal review, without issuing any formal findings, conclusions, or recommendations. It is the policy of the MBCG to cooperate fully with any official outside governmental or law enforcement investigation.

PUBLIC GRIEVANCES

Members of the public may also bring grievances to the attention of the MBCG.

1. Title VI Complaints:

Allegations of any violation of rights under Title VI of the Civil Rights Act should be brought to the Compliance Officer. As of July 21, 2022, Resolution R-22-0141 of the Macon-Bibb County Commission has designated the Compliance Officer for MBCG as:

Michael McNeill
Sr. Assistant County Attorney
County Attorney's Office
3rd Floor, Macon-Bibb City Hall
compofc@maconbibb.us
478-219-4393
Internal Ext. 7671

In the event that the Compliance Officer changes, then the County Manager's Office or County Attorney's Office should advise member of the public of who the new compliance officer is.

2. Violations of Rights or Laws:

Allegations of any other violations or rights or laws should be brought to the attention of the Macon-Bibb County Attorney's Office.

3. Other Grievances:

Allegations concerning any other circumstances, conditions, or general grievances, or requests for policy rules or amendments, should be directed to the Department concerned, the County Commissioner who represents the complainant, or to the Mayor or County Manager of MBCG. Grievances of citizens or other members of the public should be resolved as quickly as practicable, and at the lowest level of the chain of command possible.

GRIEVANCES PROCEDURE

A “grievance” is any matter which a complaining employee or citizen feels is currently being, or will potentially be, carried out in a way that will or could result in any adverse effect to any person or to the MBCG, or which feels to the complaining employee or citizen to be unjust or unfair.

No punitive, discriminatory, adverse, or retaliatory action shall be taken against any employee on account of filing a grievance or an appeal unless such grievance or appeal is frivolous. Frivolous is defined as a grievance or appeal that is completely unsubstantiated or falsified.

All employees involved in processing a grievance will work diligently to ensure that all grievances are handled fairly and expeditiously and that all required deadlines are met. Every effort shall be made to resolve grievances at the lowest possible level in the MBCG. Grievances shall be resolved by making decisions that are best for the organization and employees. Not every grievance will be resolved to the employee’s satisfaction, but each grievance will be investigated, and the employee will receive a response. Department Directors shall be responsible for the administration of this procedure within their respective departments.

MBCG reserves the right to depart from this procedure in its sole discretion, including dismissing or disregarding any matters which are deemed to be frivolous or otherwise not appropriate for consideration or response. All employees are employed at will, and both they and MBCG may terminate the employment relationship at any time, with or without cause, without following any specific procedure.

1. Procedures within the Departmental Chain of Command:

- A. Employees may raise a grievance within their Departmental Chain of Command either verbally or in writing. If it is submitted verbally, the person receiving the grievance should reduce it to writing and send an email to the complainant to confirm that they have correctly characterized the issue. The person receiving the grievance should attempt to resolve the problem promptly, and in a fair and amicable manner. This means that they should attempt to investigate the grievance, obtain all relevant facts, and then make a decision and provide reasons for that decision within five working days. If at any time, it appears that an investigation and response cannot be completed within five working days, then the person receiving the complaint should escalate the matter to the next level in the Departmental Chain of Command, up to and including the Department Head.

If the complainant is not satisfied with the decision of any person in the Departmental Chain of Command, then they may ask for that decision to be reviewed by the next person up the chain of command.

Employees within the Departmental Chain of Command reviewing the work of subordinates should discuss the decision and reasons given by their subordinate and should work as expeditiously as possible to review that decision. They should strive to respond to the complainant and their subordinates with a decision and supporting reasons within two working days if possible, or longer if further factual investigation is needed. Ultimately, the total process of escalation, if it goes all the way to the Department Head, should take no more than fifteen working days, if possible.

It is the responsibility of each Department Head to continuously review how MBCG departmental rules, regulations, policies, and operating procedures are being implemented and carried out within their respective department to ensure that all employees are receiving fair and equitable treatment. The Department Head is responsible for reviewing complaints by employees in their department and for assisting in arriving at the most satisfactory agreement or solution based on the facts and conditions that exist. Where the Department Head is also the immediate supervisor, the Department Head will have the same duties and responsibilities of a first-line supervisor as stated above.

- B. Citizens or members of the public may raise grievances to any MBCG employee, and those grievances should be resolved as quickly as practicable, and at the lowest level of the chain of command possible. If necessary, resolving such grievances may include referring the complainant to a supervisor or higher person within the Departmental Chain of Command, or to a different department, or to another official within the MBCG. All grievances of citizens should be handled in a way that respects the time, opinions, and dignity of the complainant, and complainants should be addressed courteously and professionally.

2. Procedures with the Compliance Officer:

Employees grievances filed with the Compliance Officer should be filed in accordance with the same timing provisions in Section 3.01 of this Manual, or should be filed within five working days of a complainant's receipt of a final determination of the Departmental Chain of Command. No such timeliness requirements shall apply to grievances of non-employee citizens or members of the public, provided that any undue delay in presenting a grievance to the Compliance Officer may be taken into account as part of the final report and recommendation in the matter.

3.03

The Compliance Officer is responsible for thoroughly and independently investigating a case, and for preparing a final report and recommendation on any matter presented to them. In an appropriate case, the Compliance Officer may conduct an intensive review of the relevant facts, which can include searching for relevant records; interviewing witnesses; and reviewing records or evidence from other sources. Where the Compliance Officer faces a risk of having to serve as adverse legal counsel to the complainant in the future, the Compliance Officer should instead refer the matter to a third-party neutral investigator. Because of the depth of these investigations, the Compliance Officer or neutral investigator may take up to forty-five days to complete their investigation.

The final investigation report should be a detailed narrative and legal analysis of the situation. If the Compliance Officer is an attorney for MBCG, or is working under the direction and supervision of an attorney for MBCG, the final report may be considered privileged attorney work product, and may not be subject to release to the complainant or the public.

The Compliance Officer shall not be empowered to directly make a decision as to the handling or resolution of a concern or grievance. However, the Compliance Officer shall advise the Mayor, County Manager, County Attorney, Department Head, and Human Resources Director as to the potential legal risks and liabilities presented by a situation, as well as recommended courses of action to mitigate future risks or liabilities. Once a policy determination has been made regarding how to handle or resolve a grievance, an appropriate member of the Department or MBCG will communicate that decision to the complainant and to all others involved as needed.

3. Procedures with the Human Resources Department:

Employees' grievances filed with the Human Resources Department should be filed in accordance with the same timing provisions in Section 3.01 of this Manual, or should be filed within five working days of a complainant's receipt of a final determination of the Departmental Chain of Command.

The Human Resources Department is responsible for thoroughly and independently investigating a case, in conjunction with the Department Head and the complainant. In an appropriate case, the Human Resources Department may conduct an intensive review of the relevant facts, which can include searching for relevant records; interviewing witnesses; and reviewing records or evidence from other sources. However, no formal written report needs to be prepared. Because of this, the Human Resources Department may take up to fifteen working days to complete their investigation.

The Human Resources Department is a policymaking body for the MBCG. As such, the Human Resources Department may choose to directly make a decision as to the handling

or resolution of a grievance, along with or over the objections of the Department Head. However, if the Human Resources Department's decision is contrary to the wishes of the Department Head, then the County Manager shall make the final determination. The County Manager shall also have the discretion to overrule the decision of the Human Resources Department and Department Head where appropriate. Once a policy determination has been made regarding how to handle or resolve a grievance, an appropriate member of the Department or MBCG will communicate that decision to the complainant and to all others involved as needed.

4. Procedures with the Macon-Bibb County Attorney's Office:

Citizens and members of the public may submit grievances at any time to the Macon-Bibb County Attorney's Office. The Macon-Bibb County Attorney's Office will determine on a case-by-case basis, and in coordination with the appropriate parties, whether any response is necessary and when to respond. The Macon-Bibb County Attorney's Office may refer the matter to any appropriate staff or departments within the MBCG for further handling, or may investigate any matter as needed. Except as provided for by law, there shall be no obligation on the part of the Macon-Bibb County Attorney's Office to provide any response to any grievances submitted directly to it by any employee, citizen, or member of the public. The Macon-Bibb County Attorney's Office will advise the government as necessary based on any information submitted to it.

GRIEVANCES OVERVIEW

For the convenience of employees, flow charts illustrating the grievance procedures have been included in Section 10, Annexes, at the end of this Manual. These flow charts may be used to help illustrate the grievance process. Because these flow charts simplify some of the details of the grievance process, the text in Sections 3.01-3.03 should be considered controlling over the text of the flow charts.

AMERICANS WITH DISABILITIES ACT

Nondiscrimination Statement, Grievance Procedure & Effective Communications Pursuant to the Americans with Disabilities Act of 1990, Section 504 of Rehabilitation Act of 1973, and ADA Amendments Act of 2008

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), Section 504 of the Rehabilitation Act of 1973, and the ADA Amendments Act of 2008, MBCG does not discriminate against qualified individuals on the basis of disability in the areas of employment, public accommodations, State and local government services, and telecommunications. Consistent with this policy, MBCG has designated a responsible employee to serve as MBCG's ADA Coordinator and has adopted a grievance procedure for those individuals wishing to file a grievance.

Any individual who believes that he or she, or a specific class of individuals, has been subjected to discrimination on the basis of disability by MBCG may, by him or herself or an authorized representative, file a complaint under this part within 180 days of the date of the alleged discrimination. Filing the complaint with any appropriate Federal agency will satisfy the requirement for timely filing.

MBCG has designated an employee within the MBCG to coordinate its efforts to comply with and carry out its responsibilities under the ADA, including conducting reasonably prompt investigations of any complaints communicated to it alleging noncompliance with the ADA or related statutes or alleging any actions that would be prohibited by the ADA or related statutes. The Compliance Officer is identified in Section 3.01 of this Manual, entitled "Employee Grievances."

Complaints should be addressed to the Compliance Officer, who has been designated by MBCG to coordinate ADA compliance efforts. If a different person is designated as the Compliance Officer in the future, then that information will be communicated to employees at that time. The following information is helpful for complaints filed with the Compliance Officer:

- Complaints should be in writing, but are not required to be, and should include such helpful information such as the name and address of the individual filing the complaint and a brief description of the alleged violation;
- If the person filing the complaint wishes to have an in-person meeting to verbally file the complaint, an appointment should be made with the Compliance Officer by calling 478-751-7651;
- Alternative means of filing complaints, such as tape recordings, may be available for persons with disabilities upon request;

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- Complaints may also be filed online by emailing the compliance officer to obtain the appropriate forms, and the MBCG shall continue to incorporate methods to provide for the accessible submission of complaints;
- A complaint should be filed within 180 days after the complaining party becomes aware of the alleged violation;
- An investigation, as may be appropriate, shall follow the filing of a complaint. The investigation will be conducted by the Compliance Officer, or the Compliance Officer's designated representative. This policy contemplates a prompt and thorough investigation, affording all interested persons and their representatives, if any, an opportunity to submit documents, photographs, and other information relevant to the complaint;
- A written determination as to the validity of the complaint and a description of the resolution, if any, shall be issued by the Compliance Officer or the Compliance Officer's designated representative and a copy of the written determination shall be forwarded to the complainant no later than 30 days following the conclusion of the investigation. Such determinations shall also, where appropriate, be issued in a format accessible to the complainant;
- The prompt and equitable resolution of the complaint filed hereunder will not be impaired by the person's pursuit of other remedies such as the filing of an ADA complaint with the appropriate Federal department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies;
- Complaints received by the Compliance Officer and the determination of the complaint following the investigation will be retained by the Compliance Officer for at least 3 years;
- These procedures shall be construed to protect the substantive rights of interested persons to meet appropriate legal standards and to assure that MBCG complies with the ADA and implementing regulations.

Any individual who elects to first file a complaint with MBCG's Compliance Officer is advised that the above 180-day deadline for filing a complaint with the appropriate Federal agency still applies, and such deadline is not tolled by the filing of a complaint with the Compliance Officer.

In compliance with the ADA and related laws and regulations, MBCG will ensure that communications with individuals who have hearing, speech, vision, communication, cognitive limitations, or other such disabilities are as effective as communications with others in the delivery of its programs, services, and activities. Upon the request of a

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qualified individual with a disability affecting hearing, vision, speech or cognitive limitations, MBCG will furnish appropriate auxiliary aids and services where necessary to afford such an individual an equal opportunity to participate in and have access to MBCG programs, services, and activities.

A qualified individual who anticipates participation in any MBCG program, service or activity and requires an auxiliary aid or service should make a request for such auxiliary aid or service within 48 hours of the time the aid or service is needed. This is not required but is helpful to ensure that the auxiliary aid or service may be provided. The request may also be made by the qualified individual's authorized representative. MBCG may make reasonable requests for documentation regarding the qualified individual's disability and the appropriateness of, or need for, a specific auxiliary aid or service. MBCG will evaluate each request for an auxiliary aid or service on a case-by-case basis. Decisions for granting or denying an auxiliary aid will not be based on any generalized rules or broad policies. Such decision may include an evaluation of whether another equally effective auxiliary aid or service is available.

Auxiliary aids and services may include, but are not limited to:

1. Information presented in visual formats produced in 18-point font, audio tape format (including CD's), or Braille for the visually impaired;
2. Qualified readers for the visually impaired;
3. Telecommunication devices for the hearing or speech impaired;
4. Telephone handset amplifiers;
5. Assistive listening devices;
6. Qualified sign language interpreters for the hearing impaired or deaf individuals;
7. Computer-aided real-time reporting;
8. Illustrative communications for individuals with cognitive disabilities;
9. Audio tapes;
10. Computer disks;
11. Any other similar auxiliary aid or service that may be reasonably available through advances in technology for the hearing impaired, visually impaired, and/or individuals with cognitive disabilities.

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MBCG is not required to provide an auxiliary aid or service if such would “result in a fundamental alteration in the nature of [MBCG’s] program, service, or activity or in an undue financial and administrative burden.” See 28 CFR 35.150(a)(3).

Notification of this policy will be provided to MBCG employees and applicants, participants, and members of the public who have hearing, speech, vision, and cognitive disabilities in a manner determined by the Compliance Officer, including making the policy available in large print and audio format. A Human Resources Department staff member may also read this policy to a qualified individual upon request.

EQUAL OPPORTUNITY EMPLOYMENT, NON-DISCRIMINATION AND UNLAWFUL HARASSMENT POLICIES

Equal Opportunity Employment

The MBCG is an Equal Opportunity Employer. Applicants and/or employees will be treated fairly in recruitment, hiring, promotions, transfer, compensation, job assignment, training opportunities, benefits, discipline and all other employment-related actions. Employees and applicants will not be discriminated against on the basis of race, color, sex, gender identity, genetic information, religion, age, national origin, disability, veteran status, sexual orientation or political affiliation.

The MBCG has adopted a Non-Discrimination Policy (see below) to assure fair employment opportunities to all applicants and employees. Employees may seek informal resolution of alleged discrimination through the Human Resources Department. Employees may also file a grievance based upon a charge of unlawful discrimination, in response to a disciplinary action, or for any form of harassment.

It is the firm policy of MBCG that employees should be able to work in an environment free from all forms of discrimination; including sexual harassment and any other form of unlawful harassment covered under Title VII of the Civil Rights Act (*see Unlawful Harassment Policy, below*). Our goal is to provide uniform, consistent, and fair treatment of all similarly situated employees. We will not tolerate discrimination.

Equal Employment Officer

The Compliance Officer shall regularly review the implementation of the equal employment opportunity and personnel administration. His or her responsibility is to assure that equal employment opportunity is being actively practiced through reasonable performance related job requirements and standards. His or her findings shall be submitted to the Mayor and County Commission.

The Compliance Officer shall serve as the Equal Employment Opportunity Officer and shall, in that capacity, be authorized to investigate complaints of discrimination or violations of this policy.

Managerial accountability for equal employment opportunity

In order to ensure the accountability of supervisors, department heads, and directors in accomplishing equal opportunity employment, any willful or intentional violation of MBCG's policies on equal employment opportunity shall result in disciplinary action up to and including termination of employment.

Non-discrimination

The MBCG is firmly committed to a policy of non-discrimination in employment and to achieving equal opportunity for all applicants and employees. There shall be no discrimination exercised on the basis of race, national origin, color, gender identity, genetic information, religion, age, disability, sex (except where age, sex, or physical condition is a bona fide occupational qualification), veteran status, sexual orientation or political affiliation with respect to the recruiting and examination of applicants, hiring of eligible applicants, or in any personnel transactions affecting employees, including but not limited to, training, promotion and fitness of the individual, and other conditions of employment.

If employees believe that they have been discriminated against or subjected to unlawful harassment, they should immediately address their complaint to their supervisor, department head or elected official, the Human Resources Department, or the Compliance Officer. Once a complaint is received, the Compliance Officer or his/her designee will initiate an investigation.

Unlawful Harassment

The MBCG is committed to a work environment that promotes equal employment opportunities and is free from discriminatory practices, including harassment.

It is illegal and against MBCG policy for persons to harass, threaten, or intimidate other employees on the basis of their sex, race, gender identity, genetic information, religion, disability, national origin or age, or for any other reason.

Employees who believe that they have been the subject of such harassment must report the alleged act immediately to their supervisor, their department head, constitutional officer, independent elected official, the Compliance Officer, or the Human Resources Department. A complaint will be immediately investigated by the Compliance Officer, or where appropriate, a neutral independent investigator, in conjunction, where appropriate, with the employees' department. Supervisors, agents or employees who have harassed other employees on the basis of their sex, race, genetic information, religion, disability, national origin or age will be subject to appropriate disciplinary action up to and including termination.

MBCG policy also prohibits retaliation or interference, which includes threatening any individual or taking adverse actions against any individual for reporting a possible violation of this policy or for participating in any investigation conducted under this policy, or otherwise preventing an individual from reporting any possible violation of this policy or participating in any investigation conducted under this policy. Both retaliation and interference are prohibited, even where an investigation indicates that a claim is not meritorious, or that the alleged misconduct did not actually happen. MBCG does not discourage or obstruct employees and applicants from filing complaints with the Federal Equal Employment Opportunity Commission or other EEO agency. No adverse actions shall be taken against employees or applicants in retaliation for filing discrimination complaints, opposing discriminatory practices, or participating in the investigation of such complaints. Employees also are protected against retaliation for talking about discrimination not on their own initiative but when responding to questions during internal investigations. Supervisors or employees who retaliate against any individual in violation of this policy will be subject to disciplinary action, up to and including termination.

Non-employees are also covered by this policy. Harassment, discrimination or retaliation against our employees in connection with their work by non-employees is prohibited and should be reported. Likewise, this policy prohibits harassment, discrimination or retaliation by our employees against any non-employee. Any employee who experiences or observes such harassment, discrimination or retaliation should report it using the steps listed herein.

Sexual Harassment

Unlawful harassment in violation of this policy includes sexual harassment. Sexual harassment is defined as unwanted sexual attention which is considered offensive or persistent by reasonable standards from a person who knows, or reasonably should know, that such attention is unwanted. The definition includes creating an offensive or harassing environment; and offering, giving or withholding job benefits (assignments, promotions, salary adjustments, recognition, civility, etc.) when an employee does not

accept or comply with the offensive behavior or sexual requests. Sexual harassment may apply to either sex, and includes same-sex harassment.

Sexual harassment can be physical and/or psychological in nature. An aggregation of a series of incidents can constitute sexual harassment, even if one of the incidents considered on its own would not be considered harassment.

While sexual harassment encompasses a wide range of conduct, some examples of specifically prohibited conduct may include, but are not limited to:

- Unwanted sexual advances;
- Promising, directly or indirectly, a reward if the person complies with a sexually-oriented request;
- Threatening, directly or indirectly, to retaliate against a person if the person refuses to comply with a sexually-oriented request or advance;
 - Denying, directly or indirectly, an employee an employment-related opportunity if the employee refuses to comply with a sexually-oriented request; denying a contract employee, vendor or citizen a normal service to which they are entitled if they refuse to comply with a sexually oriented request;
- Engaging in sexually suggestive physical contact, touching, impeding, assaulting, or blocking movements of another person;
- Displaying, storing, or transmitting pornographic or sexually-oriented material using MBCG equipment or facilities;
- Sending sexually explicit, pornographic, or sexually-oriented text, photographs, videos, or other electronic communications to others via any medium, including emails, SMS/MMS messages, video calls, hyperlinks/URLs, contacts through any “app” or computer program or system without the express prior consent of the recipient;
- Sending sexually explicit, pornographic, or sexually oriented images or videos of any person known personally to the sender or recipient, without the express prior consent of every person depicted therein, as well as the express prior consent of the recipient;
- Taking surreptitious videos or photographs of any person in a way, or in a location, or from a perspective which intrudes or attempts to intrude upon their bodily privacy for the purpose or apparent purpose of sexual gratification;

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- Displaying pictures, posters, calendars, graffiti, objects, promotional materials, reading materials, computer websites, emails, mobile phone pictures or messages, or other suggestive materials that are sexually demeaning or pornographic;
- Possessing or bringing into the MBCG work environment any sexually demeaning, pornographic or other suggestive material to read, display or view at work;
- Indecent exposure;
- Visual conduct that includes making sexual gestures;
- Verbal conduct that includes making or using derogatory comments, epithets, slurs or jokes of a sexual nature; verbal commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, notes or invitations.

This policy applies to employees while engaged in MBCG business or when representing MBCG on or off the workplace premises. Violation of this policy may subject the offender to civil damages or criminal penalties, as well as to disciplinary action up to and including termination of employment with MBCG. Employees filing false, frivolous, or retaliatory claims of sexual harassment may be subject to disciplinary action up to and including termination of employment. A copy of this policy, along with reporting information, will be posted on bulletin boards throughout MBCG buildings. New employees will be informed of this policy during orientation training; supervisors and managers will be trained periodically to reinforce their awareness of the requirements of this policy.

BREAK TIME FOR NURSING MOTHERS

MBCG complies with the provisions of the Patient Protection and Affordable Care Act (“PPACA”) which amended Section 7 of the Fair Labor Standards Act (“FLSA”) to require “reasonable break time for an employee to express breast milk for her nursing child for 1 year after the child’s birth each time such employee has need to express the milk.” In accordance with the PPACA and O.C.G.A. § 45-1-7(c), MBCG will provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public that may be used by an employee to express breast milk.

MBCG provides a dedicated space for use by nursing mothers. MBCG recognizes the importance of this act of nurture for maternal and infant health and provides breaks to all nursing mothers irrespective of their status as exempt/non-exempt employees under the FLSA.

Under the FLSA and O.C.G.A. § 45-1-7(b), employers (including MBCG) are not required to compensate nursing mothers for breaks taken for the purpose of expressing milk when those employees are working away from their usual worksite. However, where employers already provide compensated breaks, an employee who uses that break time to express milk, even if working away from their usual worksite, will be compensated in the same way that other employees are compensated for break time. During such break time, the employee must be completely relieved from duty or else the time shall be compensated as regular work time.

Under O.C.G.A. § 45-1-7(b), any employee working at their usual worksite who requires paid break time for the purpose of expressing breast milk shall be entitled to paid break time of a reasonable duration, at their usual rate of compensation, and such break time shall be in addition to regularly scheduled break time. No employee shall be required to use leave in order to be compensated for break time taken to express breast milk at the employee’s usual worksite.

Employees using reasonable break time to express milk shall not be subject to discrimination or retaliation. Where feasible, employees desiring to express breast milk at their usual worksite shall also be afforded access, upon advanced written request, to suitable, limited access cold storage for the purpose of storing expressed milk.

Questions regarding the application of this policy should be directed to the Human Resources Department.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA")

Under the Health Insurance Portability and Accountability Act ("HIPAA"), MBCG is required to have in place appropriate administrative, technical, and physical safeguards to protect the privacy and security of Protected Health Information ("PHI"). MBCG is required to reasonably safeguard PHI from any intentional or unintentional use or disclosure in violation of the law, and to provide for notification in the case of any breach of unsecured PHI.

Protected Health Information ("PHI") is all individually identifiable health information held or transmitted by an entity covered by HIPAA or its business associate, in any form or media, whether electronic, paper, or oral. Individually identifiable health information is information, including demographic data that is related to (1) the individual's past, present or future physical or mental health or condition; (2) the provision of health care to the individual; or (3) the past, present or future payment for the provision of health care to the individual and which identifies the individual or for which there is a reasonable basis to believe it can be used to identify the individual.

This policy applies to all MBCG employees, including, but not limited to, full-time employees, part-time employees, temporary employees, retirees, spouses, eligible family members, trainees, volunteers, interns, vendors, and contractors.

The MBCG Human Resources Director is the designated Privacy Officer for HIPAA purposes. The privacy officer is responsible for the development and implementation of policies and procedures required for HIPAA compliance. The privacy officer also serves as the individual to whom complaints related to HIPAA should be communicated, and who can provide additional information about matters covered by the privacy notice.

HIPAA Definitions

1. **Covered Entity** is a health plan, health care clearinghouse, or health care provider that transmits any health information electronically in connection with a covered transaction.
2. **Breach** is the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information.

Exceptions: Disclosures where the recipient of the information would not reasonably have been able to retain the information, unintentional acquisition,

access, or use of the information by employees or persons acting under the authority of a covered entity or business associate, inadvertent disclosures among persons similarly authorized to access protected health information.

3. **Business Associate** is a person who performs functions or activities on behalf of, or certain services for, a covered entity that involve the use or disclosure of individually identifiable health information.

Examples: third party administrators or pharmacy benefit managers for health plans, claims processing or billing companies, transcription companies, and persons who perform legal, actuarial, accounting, management, or administrative services for covered entities and who require access to protected health information.

4. **Protected Health Information** is the individually identifiable health information held or transmitted in any form by HIPAA covered entities and business associates.
5. **Unsecured Protected Health Information** is protected health information that is not secured through the use of a technology or methodology specified by the Secretary of HHS.

Covered entities and business associates that implement the specified technologies and methodologies with respect to protected health information are not required to provide notifications in the event of a breach of such information as the information is not unsecured. Technologies and methodologies utilized should include encryption and/or destruction techniques that render protected health information unusable, unreadable, or indecipherable to unauthorized individuals.

Encryption which will constitute securing of electronic PHI for HIPAA purposes involves the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key. Electronic PHI is secured if it has thus been encrypted and if the confidential process or key has not been breached.

PHI is considered secure if the media on which the PHI is stored or recorded has been destroyed by one of the following methods:

- 1. Paper, film, or other hard copy media have been shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed*
- 2. Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88 Guidelines for Media Sanitization such that the PHI cannot be retrieved.*

- 6. Workforce Member** is an employee, volunteer, trainee, and other person whose conduct, in the performance of work for a covered entity, is under the direct control of such entity, whether or not they are paid by the covered entity.

HIPAA Breach and Notification

The Health Information Technology for Economic and Clinical Health (“HITECH”) Act requires HIPAA covered entities to provide notification to affected individuals and to the Secretary of the Department of Health and Human Services (“HHS”) following the discovery of a breach of unsecured protected health information. In the event of a breach of unsecured protected health information at or by a business associate of a covered entity, HITECH requires the business associate to notify the covered entity. Breach notification requirements are also imposed upon vendors of personal health records and their third party service providers.

Procedure

In the event of a breach of unsecured PHI which compromises the security or privacy of the PHI, MBCG must make the following determinations, and adhere to the following procedure to notify affected individuals and HHS, where appropriate, that a breach has occurred.

- Determine whether notification is necessary by determining whether a use or disclosure of unsecured protected health information violated HITECH.
 - Was the information secured?
 - Was the disclosure of the information incident to an otherwise permissible use or disclosure?
- Determine whether the violation compromises the security or privacy of the protected health information.
 - Does the disclosure pose a significant risk of financial, reputational, or other harm to the individual?
- Determine who impermissibly used or to whom the information was impermissibly disclosed.
 - Was the information disclosed to another entity governed by HIPAA rules?

- Did the recipient of the information give assurances that the information will not be further used or disclosed or will be destroyed?
 - Is the recipient of the information willing to agree to a confidentiality agreement or a similar agreement?
- Determine if the information was returned prior to the information being accessed for an improper use. *Example: A stolen laptop returned before the information stored on the laptop has been accessed. However, notification of a breach is not to be delayed in hopes of securing the information before the information is accessed for an improper use.*
- Determine the type and amount of protected health information involved in the impermissible use or disclosure.
 - Does the information pose a significant risk of financial, reputational, or other harm?
 - Does the protected health information include individually identifying information (i.e., name, address, birthday, Social Security number)?

If MBCG determines that a breach of unsecured protected health information has occurred and notification is necessary, the Privacy Officer must ensure that the following steps are adhered to:

- Notify each individual whose unsecured protected health information has been, or is reasonably believed by the covered entity to have been, accessed, acquired, used, or disclosed as a result of a breach.
- A covered entity shall send the required notification without unreasonable delay **and in no case later than sixty (60) calendar days after the date the breach was discovered by the covered entity.**
 - A breach is discovered on the first day that the covered entity learns of the breach, or by the exercise of reasonable diligence would have been known to the covered entity.
 - A covered entity may take a **reasonable time** to investigate the circumstances surrounding the breach, in order to collect and develop the information that is required to be included in the notice to the individual.

- Where an investigation is completed earlier than sixty (60) days, the covered entity must provide notice as soon as reasonable.
 - ***Where an investigation is completed and the covered entity determines that a breach did not occur, notification is not required.***
- The notice to each individual shall include:
 - A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - A description of the types of unsecured protected health information that were involved in the breach (i.e., whether full name, Social Security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - DO NOT INCLUDE A LISTING OF THE ACTUAL PROTECTED HEALTH INFORMATION THAT WAS BREACHED (e.g., a list of individual Social Security numbers);
 - Any steps individuals should take to protect themselves from potential harm resulting from the breach;

- A brief description of what the covered entity involved is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches;
- Contact procedures for individuals to ask questions or learn additional information, which must include a toll-free telephone number, an e-mail address, a web site, or postal address.
- The following methods may be utilized to give notice to each individual affected by a breach of unsecured protected health information:
 - First-class mail to the last known address of the individual;
 - Electronic mail, provided the individual agrees to receive electronic notice and such agreement has not been withdrawn;
 - If the covered entity does not have contact information for the individual, the entity may provide substituted notice by:
 - In the case in which there is insufficient or out-of-date contact information for fewer than 10 individuals, then such substitute notice may be provided by an alternative form of written notice, telephone, or other means;
 - In the case in which there is insufficient or out-of-date contact information for 10 or more individuals, then such substitute notice shall:
 - Be in the form of either a conspicuous posting for a period of 90 days on the home page of the primary web site of the covered entity involved, or conspicuous notice in major print or broadcast media in geographic areas where the individuals affected by the breach likely reside; and
 - Include a toll-free phone number that remains active for at least 90 days where an individual can learn whether the individual's unsecured protected health information may be included in the breach.

- Additional notice in urgent situations may be needed and should be completed by:
 - If the breach involves 500 or more individuals of a state or jurisdiction, the covered entity must provide notice to prominent media outlets. ***Notice to the media outlets is used to supplement notice to each individual and may not be used as substituted notice.***
 - Notice must be made to the prominent media outlets in the same time frame as written notice to each individual as discussed above.
- Notification to the Secretary of HHS must be completed:
 - When the breach involves 500 or more individuals (without regard for whether the individuals are in the same state or jurisdiction);
 - ***THIS NOTICE MUST BE DONE IMMEDIATELY. Immediately under HITECH means the covered entity must notify the Secretary of HHS concurrently as to when each individual is notified.***
 - When the breach involves less than 500 individuals the covered entity may keep a log of such breaches and submit them to the secretary annually.
- A business associate must notify the covered entity to which the breached information relates.
 - If the information relates to more than one covered entity, the business associate must notify all possible covered entities that may have been affected.
 - A business associate shall send the required notification to the covered entity without unreasonable delay and in no case later than sixty (60) calendar days after the date the breach was discovered by the covered entity.
 - A breach is discovered by a business associate on the first day that the covered entity learns of the breach, or by the exercise of reasonable diligence would have been known to the covered entity.
 - For the covered entity's notification purposes: If the business associate is an agent for the covered entity, the covered entity is said to have discovered the breach on the same day as the business associate. If the business associate is an independent contractor, the covered entity is said to have discovered the breach on the day the business associate notified the covered entity of the breach.

- The business associate must provide the covered entity, to the extent possible, the identity of each individual whose unsecured protected health information has been, or is reasonably believed to have been, breached; a description of the types of unsecured protected health information that were involved in the breach; any steps individuals should take to protect description of what the covered entity involved is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches.
 - The business associate may provide the covered entity immediate notification of the breach and follow up with additional information on the identity of each individual before the sixty (60) day deadline.
- In cases involving vendors of personal health records and their third party service providers, it is appropriate for these vendors to provide the same notice as required of covered entities to each of individuals affected by the breach. Although the vendors' rules under the Federal Trade Commission may be different from the rules governing the covered entities, the vendors must follow the same rules as the covered entities.

Notice to Minors or Incapacitated Individuals

If an individual affected by the breach is a minor or otherwise lacks legal capacity due to a physical or mental condition, a covered entity may provide notice to the parent or other person who is the personal representative of the individual. If the individual is deceased, the covered entity may provide notice to the next of kin or the personal representative of the individual.

Appropriate notice of breach

Although there is not a page limitation on the notice, the notice should be written at an appropriate reading level and use clear language and syntax. The notice should not include language that distracts the individual from the purpose of the notice.

The covered entities who are obligated to comply with Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act of 1990 should take steps that those with limited English proficiency and disabilities are able to read and understand the notice and be willing to provide the notice in alternate mediums to ensure the individuals understand the implications of the notice.

Delay of notice to support criminal investigation

If a law enforcement official determines that notice of a breach of unsecured protected health information would impede a criminal investigation, notice can be delayed for up to thirty (30) days.

Administration

- a. The MBCG will train its workforce concerning this policy and MBCG's procedures regarding the privacy of PHI as necessary and appropriate for the workforce member to carry out his/her duties and specific job functions.
- b. Then MBCG will refrain from intimidating or retaliatory acts against any individual for the exercise of rights established in the breach notification.
- c. The MBCG will mitigate, to the extent practicable, any harmful effect that is known by MBCG to have occurred as a result of a use or disclosure of PHI in violation of HIPAA privacy rules.
- d. The MBCG will maintain documentation required to meet the burden of proof of MBCG in the event of a use or disclosure of PHI in violation of HIPAA, and will retain such documentation for a period of not less than six (6) years.
- e. ***Any MBCG employee who violates the provisions of HIPAA or this policy shall be subject to disciplinary action up to and including termination of employment.***

LIMITED ENGLISH PROFICIENCY

Macon-Bibb County Government recognizes the importance of effective and accurate communication between its personnel and the citizens of Macon-Bibb County. Language barriers can impede effective and accurate communication in a variety of ways. Language barriers can sometimes inhibit or even prohibit persons with limited English proficiency (LEP) from accessing and/or understanding important rights, obligations and services, or from communicating accurately and effectively in difficult situations. Ensuring meaningful communication ability between Macon-Bibb County personnel and all segments of the Macon-Bibb County community serves the interest of both.

Generally, accommodating members of the public with limited English proficiency means planning, and having accommodations in place, for interacting with those members of the public who have limited English proficiency. In particular, those significant populations which include over 1,000 local residents speaking a common non-English language should be anticipated for purposes of interacting with the MBCG, and accommodations should be provided wherever they reasonably can be in order to ensure meaningful access.

In order to achieve this goal of appropriately accommodating the limited English proficiency population in our community, the Macon-Bibb County Commission has adopted a Countywide limited English proficiency policy, which it updates from time to time. Employees are required to be familiar with the current version of the limited English proficiency policy at all times, and department heads are required to notify employees when there has been a material change to the policy.

In the course of their regular duties, any bilingual employees may be called upon from time to time to translate for members of the public seeking MBCG assistance or services if they can speak, read, and write in the same language as the member of the public.

The failure of any employee to make reasonable efforts to accommodate or communicate with any member of the public receiving any County services may be a basis for discipline. Violation of the MBCG limited English proficiency policy may also be a basis for discipline.

Employees who have any questions about the limited English proficiency policy, or who would like to receive a copy of the current policy, can contact the Human Resources department or County Attorney's office.

PRIVACY

It is MBCG's policy to comply with all laws, rules, and regulations with respect to the privacy and protection of confidential and personal information including "protected health information" as defined in the Health Insurance Portability and Accountability Act ("HIPAA") and personally identifiable information ("PII") as may be defined in relevant laws, rules, and regulations. MBCG employees are expected to be sensitive to confidentiality and privacy issues and to perform their job duties in a manner consistent with legal practices.

The following procedures with regard to employee privacy apply to all MBCG employees:

- a. Personal information such as, but not limited to, home address and telephone numbers, driver's license information, names of family members, health conditions of employees or family members, personal financial information, and other personally identifiable information such as Social Security Numbers or Federal Identification Numbers shall be protected and shall not be disclosed to any individual, vendor, or agency without a legitimate need to know, without express written permission from the employee or affected individual, or unless required by law.
 - Records containing personal information shall be secured as appropriate. In no circumstance shall records containing personal information be left open or unattended where unauthorized persons may access the information.
 - Individuals requesting personal information shall provide personal identification such as a photo id, government credentials, badge, or similar such material and legitimate proof of authority such as a warrant, court order, signed authorization from the person whose information is requested.
 - If there is doubt as to whether the personal information or documents containing personal information should be released, employees should contact the Department Head, Human Resources Department, or the County Attorney's Office.
- b. Information related to MBCG operations may be covered under the Georgia Open Records Act and may be subject to copying or examination by anyone requesting such information. Department Heads and managers shall, with the assistance of the Macon-Bibb County Attorney or his/her designee, determine the parameters of obligations under the Georgia Open Records Act for their area of responsibility, and will train employees of their

departments on the proper handling of Open Records Act requests. Employees should be aware that salary information, redacted personnel files, as well as other information concerning their positions of employment with MBCG may be subject to the Georgia Open Records Act.

- c. Special care should be taken to safeguard medical information about any MBCG employee, any employee's family member(s), and any citizen, vendor, or other person connected with MBCG.
- In the absence of express permission from the affected person, or from their legal guardian or holder of a lawful power of attorney, information concerning any of the following should not be released or otherwise disclosed, verbally or in writing:
 1. That a person is ill, hospitalized, has a disability, or is under a physician's care;
 2. Description of a person's symptoms, unless specifically work-related, i.e., to process leave under the Family Medical Leave Act, workers' compensation, return to work following leave, fitness for duty documentation, drug/alcohol investigation or documentation, or any other similar information;
 3. Description of the condition of a person beyond that which is officially given by a healthcare provider, i.e., "serious", "critical", "stable", etc.; or
 4. Diagnosis or prognosis.
 - Even where permission has been granted to reveal medical information, employees should exercise care and discretion in disclosing such information. This means avoiding casual conversations or gossip about an individual's condition.

Upon receiving notification that an employee or employee's family member has a serious medical condition or is hospitalized, the manager or supervisor should not disclose such serious medical condition or hospitalization. In the event that the employee gives express permission for the release of information, it is appropriate for co-workers or other employees to send cards, notes, or flowers. In such situation, visiting the person or preparing meals for his/her family may also be appropriate, but must be authorized by the affected employee in advance.

- In the event that an employee develops a communicable illness which may have been transmitted to other employees, then care should be taken to notify those employees who were potentially exposed to the illness, and to do so in a way that is compliant with HIPAA and the Americans with Disabilities Act. Department heads or supervisors should consult with Human Resources and the County Attorney's Office before notifying employees of a potential exposure in order to ensure that employees' privacy is preserved.

TITLE VI COMPLIANCE

The MBCG assures that no person shall on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. MBCG further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The MBCG Compliance Officer and Departmental Title VI Coordinators are responsible for initiating and monitoring Title VI activities, preparing required reports, and other responsibilities as required by Title VI.

In order to achieve this goal of ensuring nondiscrimination in accordance with Title VI, the Macon-Bibb County Commission has adopted a Countywide Title VI compliance policy, which it updates from time to time. Employees are required to be familiar with the current version of the Title VI compliance policy at all times, and department heads are required to notify employees when there has been a material change to the policy.

The failure of any employee to fulfill the requirements of the Title VI compliance policy, or discrimination against any person in the provision of any government services on the basis of race, color, or national origin may be a basis for discipline. Violation of the MBCG Title VI compliance policy may also be a basis for discipline.

Employees who have any questions about the Title VI compliance policy, or who would like to receive a copy of the current policy, can contact the Human Resources department or County Attorney's office.

GEORGIA WHISTLEBLOWER ACT

In compliance with the Georgia Whistleblower Act and specifically O.C.G.A. § 45-1-4, MBCG encourages employees to report information concerning the possible existence of any activity constituting fraud, waste, and abuse in or relating to any state programs and operations under the jurisdiction of MBCG. In furtherance of this Policy, MBCG has designated the Compliance Officer as the individual to receive such reports. Employees may also make such reports to their Department head or immediate supervisor.

MBCG does not and will not adopt or enforce any policy or practice to prevent employees from disclosing violations of or noncompliance with a law, rule, or regulation to the Compliance Officer, their Department head, or immediate supervisor.

Employees shall not be retaliated against for disclosing a violation of or noncompliance with a law, rule, or regulation to the Compliance Officer, their Department head, or immediate supervisor unless the disclosure was made with knowledge that the disclosure was false or made with reckless disregard for the disclosure's truth or falsity. Employees shall not be retaliated against for cooperating with any investigation into any report made under the Georgia Whistleblower Act, or for supporting any report made by any other person concerning any activity within the jurisdiction of the MBCG under the Georgia Whistleblower Act.

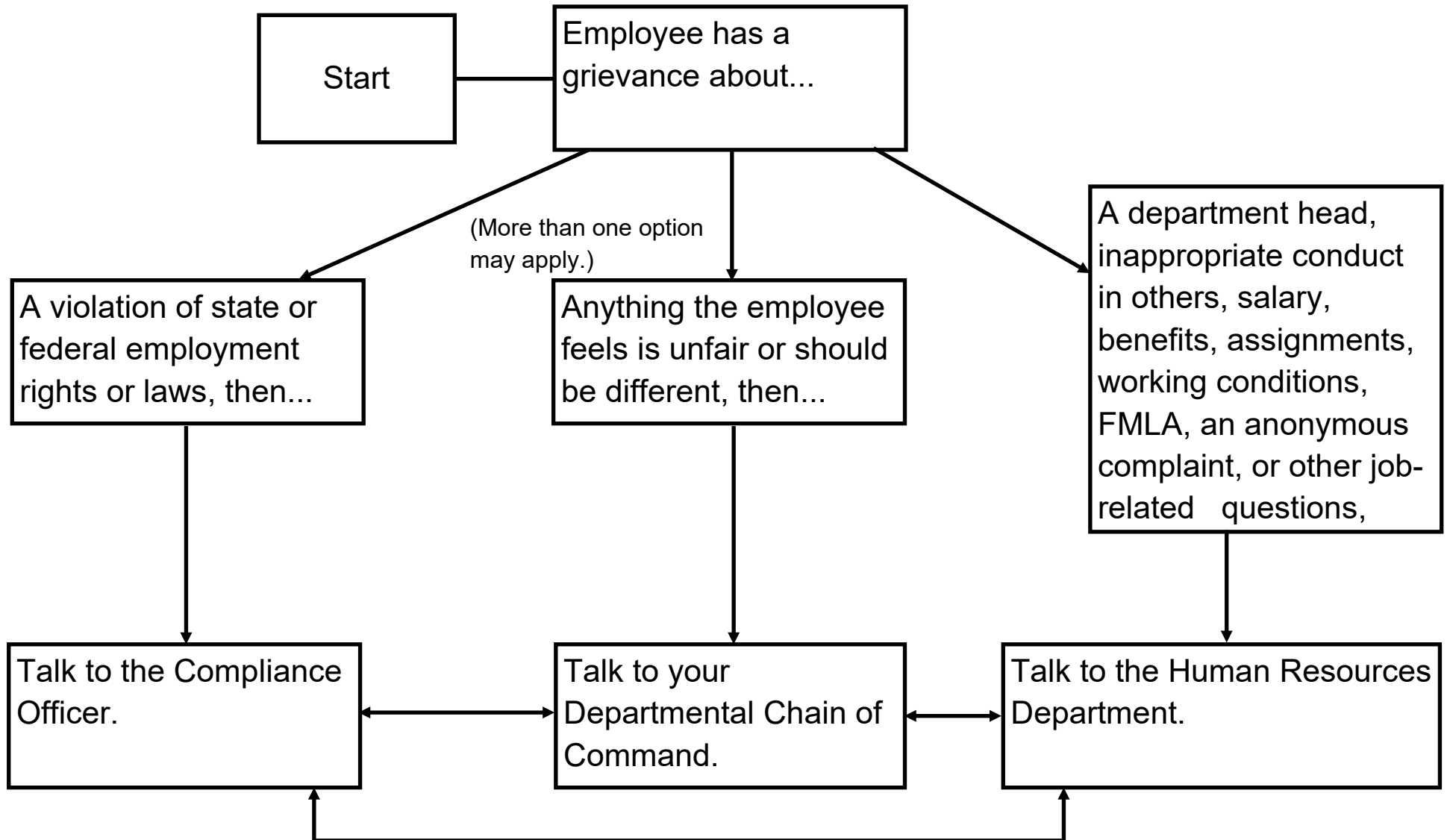
Employees shall not be retaliated against for objecting to, or refusing to participate in, any activity, policy, or practice that the employee has reasonable cause to believe is in violation of or noncompliance with a law, rule, or regulation. This anti-retaliation provision does not apply to policies or practices which implement, or to actions by MBCG against employees who violate, privilege or confidentiality obligations recognized by constitutional, statutory, or common law.

Disclosure of the identity of an employee making such a report covered by this policy is prohibited without the employee's written consent unless MBCG determines such disclosure is necessary and unavoidable during the course of MBCG's investigation. If the employee's identity must be disclosed, the employee shall be notified in writing at least seven (7) days prior to such disclosure.

If an employee believes that he or she has been subject to retaliation prohibited under this Policy, the employee is encouraged to immediately report such retaliation to either his/her Department head, supervisor, or the MBCG Human Resources Department. Individuals found to be in violation of this anti-retaliation provision shall be subject to discipline up to and including termination of employment.

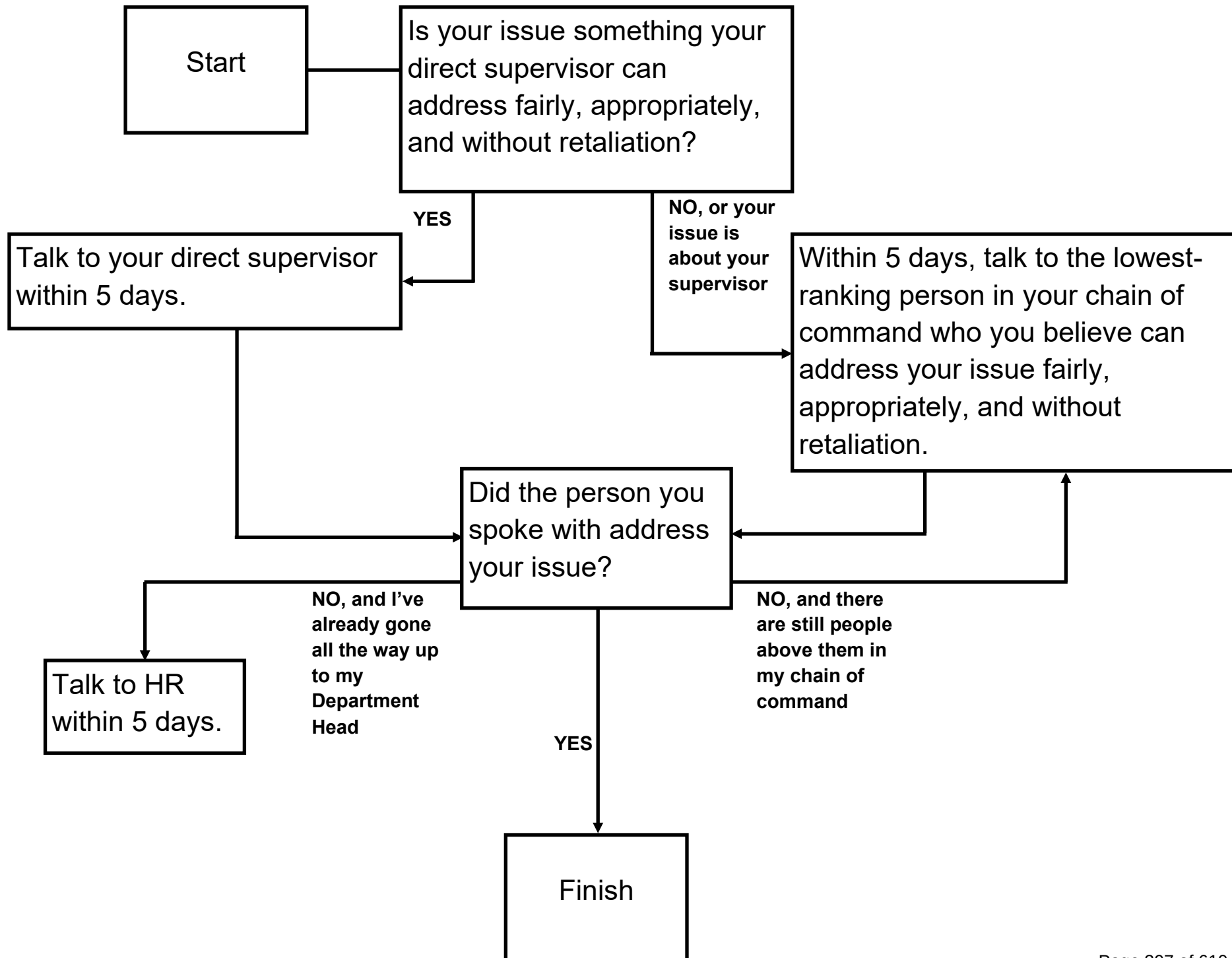
GRIEVANCE FLOW CHARTS

Employee Grievances Flow Chart

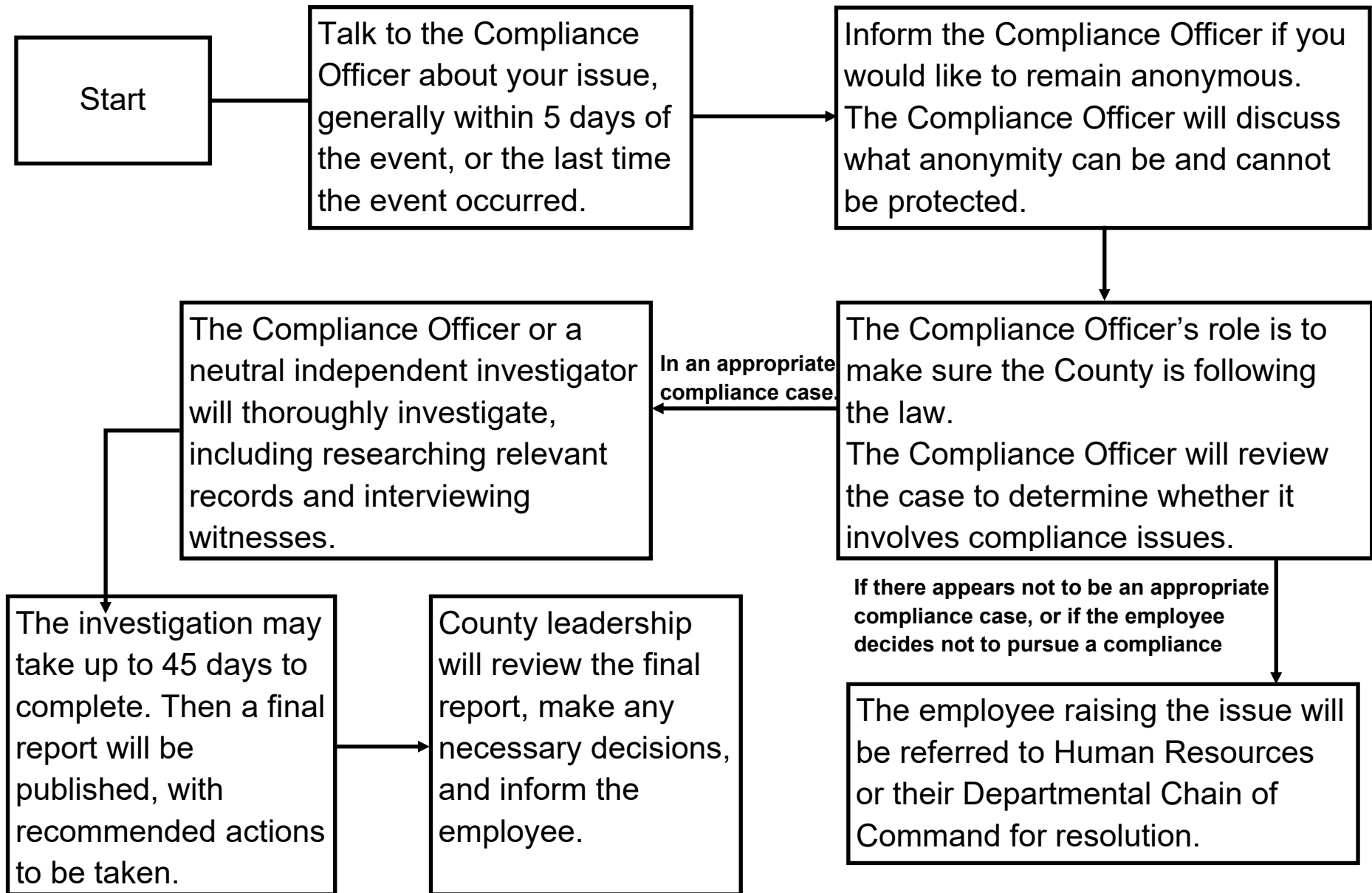


(Grievances may be reassigned between response teams based on who the most appropriate response team is.)

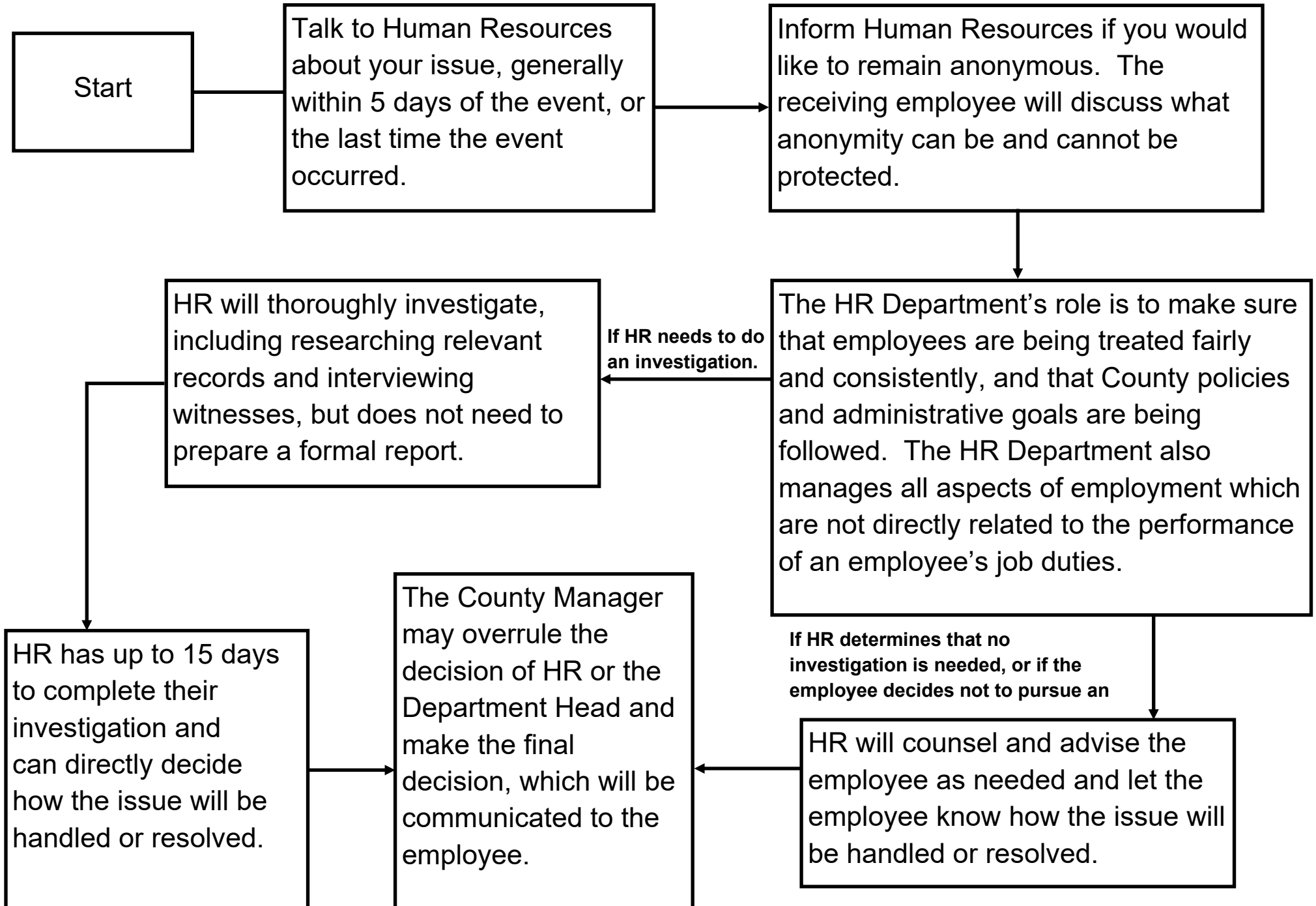
Departmental Chain of Command



Compliance Officer



Human Resources (“HR”)



Exceptions

- If any person in the Employee Grievances process has a conflict of interest, they shall not participate in conducting the investigation or in the resolution of the issue, and an alternative person will be assigned the matter instead.
- Review of disciplinary matters will not follow this process, but allegations that a disciplinary action violates an employee's legal rights may follow this process.
- Grievances will not be re-evaluated after they've already been considered once, unless there have been additional factual developments, a repeating pattern of past issues, or a change in the applicable laws or policies.
- Employees may not file Grievances on behalf of other employees, only for themselves.
- Multiple Grievances about the same issues may be consolidated and investigated together.
- All Grievances should generally be filed within five working days of when the employee first discovered or most recently observed the event or circumstance that the Grievance is about. Delay in bringing a Grievance may result in the issue being closed without resolution.
- The response team receiving a Grievance reserves the right to determine that any Grievance is outside of the scope and purpose of this process.
- If, at any time, a formal report is filed with any outside governmental or law enforcement agency about the same subject as a pending Grievance, the MBCG will immediately stop all internal investigations of the matter and close the file without issuing any report or findings.



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND SECTION 4 OF THE MACON-BIBB COUNTY GOVERNMENT POLICIES AND PROCEDURES MANUAL, ENTITLED “PERFORMANCE MANAGEMENT,” FOR THE PURPOSE OF AMENDING AND RESTATING SUCH SECTION; TO AMEND VARIOUS OTHER SECTIONS FOR CONSISTENCY OF TERMINOLOGY, AS PROVIDED FOR HEREIN; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Policies and Procedures Manual (“Manual”) for the Macon-Bibb County Government was first adopted on December 31, 2013, and has had numerous individual sections updated over the years, but has not undergone a comprehensive update and review since the consolidation of the City of Macon and Bibb County governments; and

WHEREAS, a review committee has been formed to advise the County administration on updates to the Manual, and intends to bring these updates to the Commission one Section at a time as they work their way through; and

WHEREAS, the review committee has completed its review of Section 4, and made its recommendation to the County Manager, who has approved the changes as recommended to be presented to the Macon-Bibb County Commission for adoption; and

WHEREAS, a redline draft of the updated Section 4 is attached here at Exhibit A, and a redline draft of accompanying amendments to various other sections, being Sections 1.04, 1.06, 2.01, 2.02, 2.05, 5.01, 7.07, 8.01, 8.05, and 8.06, for the purpose of making terminology throughout the Manual consistent with the terminology in Section 4, as amended, is attached here at Exhibit B, with such exhibits incorporated herein by reference; and

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

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1.

Section 4 of the Macon-Bibb County Government Policies and Procedures Manual, entitled “Performance Management,” is hereby repealed in its entirety, renamed as “Personnel Management,” and replaced with such provisions as are set forth in Exhibit C, attached hereto and incorporated herein by reference. In addition, various sections throughout the Manual, being Sections 1.04, 1.06, 2.01, 2.02, 2.05, 5.01, 7.07, 8.01, 8.05, and 8.06, are hereby amended for the purpose of creating consistency of terminology throughout the Manual, by repealing the same and replacing them with the text as provided in Exhibit D, attached hereto and incorporated herein by reference.

Section 2.

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 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.

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

(b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission

that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

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

Section 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 Mayor and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 7.

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

Section 8.

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

[Signatures on the following page.]

SO ORDAINED this _____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST:

JANICE ROSS, CLERK OF COMMISSION

*\\Tc-Storage.Maconbibb.Us\Countyattstorage\ORD MACON-BIBB\2023 Miller Amending And Restating Section 4 Of Policies And Procedures
Manual 6-16-23.Docx*

EXHIBIT A

SECTION 4: PERFORMANCE PERSONNEL MANAGEMENT

POLICY	NUMBER
<u>Disciplinary and Non-Disciplinary Personnel Actions</u> Disciplinary Action	4.01
<u>Personnel Action Review</u> Employee Problem Solving Procedure	4.02 <u>4.02</u>
<u>Rehire Policy</u>	<u>4.03</u>
<u>Managerial Authority of MBCG Directors and Officers</u>	<u>4.04</u>
<u>Evaluation of Employee Performance</u> Evaluation of Employee Performance and Compensation Decisions	4.05 <u>4.03</u>

~~4.01 – Disciplinary Action~~

~~4.02 – Disciplinary Review~~

~~4.03 – Employee Performance Evaluations~~

~~4.04 – Separation from Employment~~

~~4.05 – Rehire of Employees~~

~~4.06 – Authority of Departments to Enact Policies~~

4.01

~~DISCIPLINARY ACTION~~DISCIPLINARY AND NON-DISCIPLINARY
PERSONNEL ACTIONS

It is the philosophy of MBCG that effective supervision, ~~and~~ employee relations and commitment by employees to adhere to Macon-Bibb County and department policies in conscientious performance of job duties will avoid most matters which necessitate disciplinary action. Supervisors and managers are encouraged to work with Human Resources staff for guidance and assistance in applying disciplinary action. The purpose ~~offer~~ Macon-Bibb County and departmental policies, and for disciplinary action imposed for infraction of such policies, is to ensure the rights of all and to secure cooperation, productivity, safety, and orderliness throughout the County for the benefit of the citizens and taxpayers of Macon-Bibb County.

This written disciplinary action policy, and the guidelines and forms of disciplinary action detailed herein, shall not limit, in any way, the absolute discretion of the authorized department head, supervisor, or other official to terminate employment at will except as otherwise limited by law, nor shall the opportunity to impose disciplinary action, up to and including termination of employment, be interpreted as creating a requirement for the specific reason for termination.

Employees of independent elected officials work at the pleasure of the elected official. Employees of Constitutional officers and independent elected officials are not covered by this policy unless the official in whose office they are employed has opted in to full coverage for ~~his/her~~ their employees under this Manual by execution of an Election Form by an Elected Official contained herein. If any employee of a Constitutional officer or independent elected official desires to determine whether a particular official has opted in to this Manual, he/she may do so by contacting the MBCG Human Resources Department.

Sworn Bibb County Sheriff's Office personnel ~~covered~~ are under the Bibb County Police Civil Service System and Board, created by an act of Georgia Law, ~~and~~ as outlined in the MBCG Code of Ordinances.

Employees who are members of the Mayor's executive staff, including all department heads, are not covered by this policy, and shall work at the pleasure of the Mayor.

4.013

4.01

Disciplinary Action~~Disciplinary Action~~

A. Disciplinary action shall be taken as expeditiously as possible and as soon as a final determination is made that a violation has occurred. This normally should not require more than five (5) days after the occurrence is established or after a determination is made that discipline is to be based on multiple disciplinary actions which have occurred over a five-year period of time. If disciplinary action is delayed for administrative review or investigation purposes, the employee should normally be notified and advised that the imposition of disciplinary action is being considered. ~~Notwithstanding anything in this Section 4.01, the failure to adhere strictly to the timing provisions herein, or to any other formalities as to form or notice shall not be a basis for invalidating any disciplinary action taken.~~

B. Probationary Employees Any former distinction between probationary and non-probationary employees under any prior version of this manual is hereby abolished. All employees of MBCG shall be considered "work at will" employees and both MBCG and the employee shall have the mutual right to terminate the employment relationship at any time, with or without notice, and with or without cause.

C. Purpose The purpose of this disciplinary action policy is to provide general, nonbinding guidance for administration, department heads, managers, and supervisory employees in the discipline of any subordinate employees. Nothing in this section should be construed as giving any employee any protected interest or right in their job or in receiving any particular form of process in the event of a disciplinary or non-disciplinary change of job status.

~~B.D. Forms of Discipline. DA~~ department heads~~, subject to the procedural rights of employees stated herein,~~ shall have the following options for ~~addressing employee misconduct or taking~~ disciplinary action, ~~including the option to impose more than one form of discipline:~~

1. Non-disciplinary or disciplinary corrective counseling or referral to training;

2. Documented Verbal warning or reprimand~~with documentation to file;~~

4.3. Immediate removal from the workplace for the rest of the day without pay;

4.013

~~2. Written reprimand;~~

~~3.4.~~ Reduction of compensation/rank within the range provided in the pay plan;

~~4.5.~~ Suspension without pay for up to ~~130~~ working days;

~~6. Temporary or permanent reassignment to a new job position, job location, shift, or schedule, which may be a position at a lower pay grade, or in a different department or sub-departmental unit;~~

~~7. Temporary or permanent reduction of hours, including from full-time to part-time;~~

~~8. Forfeiture of accrued sick, annual, or other paid leave hours;~~

~~9. Demotion of one or more pay grades, including possible transfer;~~

~~5-10. Termination of FLSA-Exempt status, if applicable;~~

~~11. Discharge~~ Termination of employment; -

~~12. Limitation on eligibility for rehire; or~~

~~6-13. Any other form of employee discipline that is proportionate to an employee's misconduct or reasonable in light of the circumstances.~~

Department heads may delegate authority to assistant department heads, managers, and supervisors as needed, to impose discipline under Options 1, 2, or 3, above, to assistant department heads, managers, and supervisors as needed, or to recommend higher degrees of discipline to departmental leadership. However, only department heads, or, if authorized, assistant department heads, may impose discipline under Options 4 through 13, above. For purposes of this manual, those methods of discipline provided in Options 1, 2, and 3, shall be referred to as a "Non-reviewable protected disciplinary action," while those methods provided in Options 4 through 13 shall be referred to as a "Protected reviewable disciplinary action."

~~No~~ ~~The~~ department head ~~or~~ assistant department head ~~shall~~ ~~be~~ authorized to impose any ~~Protected~~reviewable ~~D~~disciplinary ~~A~~action unless the proposed action is first reviewed by the ~~Disciplinary Review Team~~personnel action review team, as provided herein. Department heads or authorized assistant department heads proposing reviewable~~Protected~~ ~~D~~disciplinary ~~A~~action may, in their discretion, place the subject employee on paid administrative leave for a period of up to 40 working hours for general employees, or 72 working hours for firefighters to allow time for the ~~Disciplinary Review Team~~personnel action review team to review the matter.

In addition, any employee accused of any threats or acts of violence, sexual assault or misconduct, misconduct involving minors or vulnerable members of the community, abuse of a position of trust, fraud, theft, or compromising physical or technological security systems, shall be placed on indefinite administrative leave until the ~~personnel action~~disciplinary review process is completed. Only the first 40 working hours for general employees, or 72 working hours for firefighters shall be given as paid administrative leave, and employees who must remain on leave beyond that time will be required to either take unpaid leave or use accrued annual leave in order to receive pay until they are permitted to return to work. In the event that a suspension from employment is imposed, any days taken as unpaid administrative leave shall be counted towards the days served on such suspension. In the event that circumstances do not allow the employee to return to work for more than six months, then that employee shall be administratively terminated ~~as of the last day of the sixth month following their last working day, but may reapply to work for MBCG again in the future if permitted under the MBCG Rehire Policy.~~consult with the Human Resources Director or his/her designee before suspending, reducing pay, demoting or terminating an employee.

- ~~Disciplinary Review Team. Any time a department head or authorized assistant department head desires to impose Protected Disciplinary Action on any employee, they shall notify the Director of Human Resources or their designee, using a form provided by Human Resources for such purpose. The form shall include the name of the employee, their job title, the name of the employee's direct supervisor, a brief factual narrative of the basis for the disciplinary action, the disciplinary action proposed, and copies of any supporting documentation or witness statements.~~
- ~~Upon receiving notice that a department head or authorized assistant department head is requesting to impose Protected Disciplinary Action on any employee, the Director of Human Resources or their designee shall notify the County Manager and the County Attorney's Office that a Disciplinary Review Team needs to be formed.~~
- ~~The Disciplinary Review Team shall consist of:~~
- ~~The Director of Human Resources, or their designee;~~

- ~~— The County Attorney, or their designee; and~~
- ~~— The head of a department other than the subject employee's department, as chosen by the County Manager, or their designee.~~
- ~~—~~
- ~~— The role of the Disciplinary Review Team shall be to:~~
- ~~— (1) make sure that disciplinary decisions are roughly consistent over time and across different departments within the MBCG;~~
- ~~— (2) make sure that the alleged factual basis of the discipline is a bona fide, authorized reason for imposing employee discipline;~~
- ~~— (3) make sure that proposed discipline is not being offered for an improper or illegal purpose, such as discipline which discriminates against members of a protected class, or seeks to punish those who exercise their protected civil rights;~~
- ~~— (4) in cases where multiple employees are being disciplined for the same events or reasons, make sure that disciplinary action is roughly proportionate to the relative culpability and responsibility of each individual involved; and~~
- ~~— (5) give deference to the managerial discretion of departments where a proposed disciplinary decision is consistent with the above considerations.~~
- ~~—~~
- ~~— The Disciplinary Review Team shall meet as soon as practicable after the third member is appointed to discuss each proposed disciplinary matter. If necessary, the Disciplinary Review Team shall be authorized to speak with the requesting department head or any employee, or to request additional information or documents about the subject incident(s). Except for employees or others specifically invited to give input by the Disciplinary Review Team, the meetings and deliberations of the Disciplinary Review Team shall be closed to other participants and treated as privileged.~~
- ~~—~~
- ~~— The Disciplinary Review Team shall be authorized to accept or revise the proposed disciplinary action, or to find that no discipline at all is warranted. The Disciplinary Review Team may also impose discipline on other employees involved in the same incident or activities if discovered during the consideration of any disciplinary matter. The Disciplinary Review Team shall reduce its decision and reasons therefor to writing and provide a copy to the County Manager, the department head who initiated the disciplinary action, and the subject employee(s). The determination of a plurality of the members of the Disciplinary Review Team shall be controlling, provided that if no plurality can be reached, then the matter shall be referred to the County Manager to make a decision.~~
- ~~—~~
- ~~— If the employee or their department head disagree with the decision of the Disciplinary Review Team, then either may submit a written statement to the County Manager, either via email or in hard copy, within five business days of the decision, requesting the County Manager to review the decision. The County Manager should~~

~~review any such requests expeditiously, and may revise the decision if, in their discretion, another result would be in the best interests of the MBCG.~~

~~In addition, the County Manager may revise any decision of the Disciplinary Review Team on their own initiative if, in their discretion, another result would be in the best interests of the MBCG.~~

~~Upon review at the request of the employee or their department head, or upon revising any decision on their own initiative, the County Manager shall notify the employee, the department head, and the members of the Disciplinary Review Team of their decision. Any decision of the Disciplinary Review Team not reconsidered by the County Manager, or any decision revised by the County Manager, shall be final.~~

~~Nothing in this Manual is intended to create any judicial, quasi-judicial, or adversarial process, or to create any right of judicial review or further appeals for any employee facing any disciplinary action. Nothing in this Manual is intended to create any property interest of any employee in their employment with MBCG. This process is intended only to provide assistance from a purely internal administrative perspective to maintain the consistent and predictable operation of the government, without intending to create any reliance interest in a certain outcome from any particular set of facts or for any particular employee.~~

~~Employees may not be disciplined for exercising their civil rights guaranteed by the constitution and laws, and to that end shall not be disciplined for such things as:~~

~~C.~~

~~4.01~~

~~1. Becoming a member of a political club or organization and enjoying complete freedom from all interference in casting their vote;~~

~~2. Seeking signatures to any initiative or petition on any matter of public concern, or directly affecting their rates of pay, hours or work, working conditions, retirement or other benefits on their own time;~~

~~3. Publicly criticizing Mayor and County Commission or other Macon-Bibb County officials as long as such criticism is not obscene, defamatory, unlawful or made with reckless disregard for truth or falsity and does not undermine workplace operations discipline or confidential relationships necessary to the proper functioning of MBCG.~~

~~D. The Human Resources Director or theirhis/her designee is available to department heads and employees alike who seek advice regarding what activities or conduct may or may not be an offense against the employment relationship and the application and interpretation of this guideline.~~

~~Review For Disciplinary Action~~

~~Before any disciplinary action is initiated, the department head will:~~

~~1. Review the facts of the incident(s) charges and any applicable department rules or regulations.~~

~~2. Review the evidence (documentation, statements of witnesses, etc.) that substantiates the merit of disciplinary action validity of the charged violation to include any mitigating factors.~~

~~3. Review previous disciplinary actions taken to ensure that the action considered is consistent with previous disciplinary actions taken under the same or similar circumstances.~~

~~4.01~~

~~Applying Disciplinary Action~~

~~Disciplinary action can range from corrective counseling a verbal warning up to and including termination of employment, with or without the loss of other employment benefits, depending on the severity of the offense and the employee's past record of job performance and/or any prior disciplinary actions. It is the responsibility of all department heads and authorized assistant department heads managers and supervisors to apply this policy with consistency. If a department head supervisor or manager or authorized assistant department head is contemplating disciplinary action, he or she they may should contact Human Resources their Disciplinary Review Team for guidance. A Human Resources representative may make recommendations or provide guidance in applying disciplinary action; the ultimate determination of the level of disciplinary action to be imposed, however, remains with the department head or authorized assistant department head manager/supervisor.~~

~~The MBCG reserves the right to apply or begin disciplinary action at any level, including for first offenses. Active pPrevious disciplinary action will may be taken into account when considering disciplinary action, whether the new incident is similar in nature to the previous incident(s) or not. Department heads or authorized assistant department heads should Managers and supervisors will also consider the severity and nature of the incident offense, whether there are multiple or repeat violations, and the overall circumstances of the incident when considering evaluating application of disciplinary action.~~

E. Example Grounds for Discipline:

The ~~guidelines, lists categories~~ of offenses, ~~and suggested penalties~~ set forth below are not to be considered absolute, but as guidelines dependent on the severity of the offense and the employee's past record of job performance and disciplinary measures. The lists represent some, but not all, offenses which will result in disciplinary action. Employees may also be subject to disciplinary action notwithstanding the fact that the acts which violated the policies of MBCG occurred while the employee was away from the job site or off-duty, if the effects or impact of the employee's actions are suffered by MBCG or any of its operations or employees. The ~~Human Resources Department~~ Disciplinary Review Team personnel action review team will assist supervisors and department heads in investigation of incidents and in determining the appropriate disciplinary action to be applied.

Employees may be subject to disciplinary action for any conduct which consists of, causes, or contributes to any of the following:

4.01

Group I Offenses

1. The unreasonable failure of any employee to meet expected standards for working as scheduled, including without limitation:

4.a. Failure to work assigned hours, including overtime, and including working overtime without permission of the supervisor or manager;

b. Taking more than the specified time for meal, break, or rest periods;

2.c. Taking breaks or rest periods at unreasonable or unapproved times, or at times which impede the ability of other employees to do their jobs;

3.d. Chronic tardiness, or chronically leaving before the end of a scheduled shift (6 times or more total in a 6 month period-);

4.e. Chronic absenteeism (6 absences days in a 6 month period, where consecutive workdays off are considered one absence-);

f. Absence without permission or leave, or Leaving the job during regular work hours without permission;

5.g. Taking leave in excess of accrued leave, except with prior approval in extraordinary circumstances;

2. The unreasonable failure of any employee to meet expected minimum standards of productivity or performance while on the job, including without limitation:

6.a. Quitting work, wasting time, loitering or leaving assigned work area without permission;

7.b. Disregarding job duties as evidenced by loafing or neglect of work during working hours;

8.c. In continuous operations, leaving the work post at the end of the scheduled shift with no relief available;

a. Failure to meet required standards of productivity or quality;

d.

e. Continual careless mistakes;

~~b.~~ Interference with or disruption of another employee's performance of their job duties;

f.

g. Sleeping during working hours unless otherwise provided for certain jobs, and only at times ~~with-permitted by permission-of~~ the supervisor;

~~e.~~ Wanton and willful neglect in ~~the~~ performance of assigned duties;

h.

i. Insubordination through the refusal to perform work assigned or to comply with written or verbal instructions of any responsible supervisor or Macon-Bibb County officer;

j. Habitual inefficiency, incompetence, or inadequate performance;

k. Concerted curtailment or restriction of production or interference with work in or about Macon-Bibb County work stations, including, but not limited to, leading or participating in any walkout, strike, slowdown, or other work stoppage or refusal to return to work when scheduled;

9.

3. The unreasonable creation or increasing of any risk of injury or harm to any person, or the unreasonable creation of any situation where the injury or harm suffered by any person would be worsened, including without limitation:

~~10.~~a. Violation of a safety rule or practice;

~~a.~~ Failure to report an accident or injury incurred on the job; ~~or falsely reporting an on-the-job accident~~

b.

c. Using or operating any equipment, tools, machinery, or device in an unsafe, reckless, or improper manner;

~~b.~~ Engaging in horseplay, ~~or other~~ malicious mischief, ~~catcalling, harassment~~ or other disorderly conduct on the job;

d.

e. Creating or contributing to unsafe or unsanitary conditions on the job;

- f. Careless mistakes that affect the safety of Macon-Bibb County personnel or bystanders;
- g. Unauthorized possession of any weapon, firearm, or explosive on the job (possession of explosives must be job-related and authorized by the County Commission or the supervising Macon-Bibb County officer)
- h. Having a positive result for marijuana on any required employee drug test;
- i. Having a positive result on any required employee drug test for any medications lawfully prescribed to the employee, which affect the employee's ability to perform their job safely and effectively without first contacting Human Resources to request accommodations;

~~11. —~~

4. The unreasonable creation of any social conditions which are unprofessional, discourteous, hostile, aggressive, or otherwise inappropriate with respect to any other person, including without limitation:

- a. Use or possession of another employee's tools, or equipment, or personal property without that employee's consent;

a.

~~12.a. Interference with or disruption of another employee's performance of their job duties~~

4.01

- b. Discourteous treatment of the public, visitors, ~~or~~ other employees, or any other person;
- c. Threatening, intimidating, coercing or using abusive language toward fellow employees, supervisors, ~~or~~ the public, or any other person;
- d. Bullying;
 - b.—
- e. Gambling or engaging in games of chance on the job;
- f. Vending, commercial soliciting, or engaging in for-profit activities in the workplace;
- g. Creating or causing unrest or, ~~division or collusion~~ among employees; having or promoting a negative attitude that tends to undermine the mission or goals of an office or department;
- h. Catcalling, harassment, insulting, or using slurs or abusive or derogatory language of any kind towards fellow employees, supervisors, the public, or any other person;
- i. Making derogatory remarks about another employee's or member of the public's body, weight, height, hair, appearance, or dress except in the context of a supervisor counseling a subordinate on acceptable or professional attire or grooming requirements for that employee's position;
- j. Other violations of Macon Bibb County's harassment policies;
- k. Insubordination through discourtesy, including, but not limited to, the use of abusive language to anyone with whom employee may have contact on the job, including citizens, vendors, other employees, or members of management;
- l. Cruelty or mistreatment of subordinates, including but not limited to insulting, belittling, or yelling at subordinates; showing favoritism for inappropriate reasons; unreasonable denial of employment or development opportunities or of the enjoyment of any employment benefit in accordance with MBCG policies; unreasonable denial of scheduled employee breaks; or the chronic failure to maintain a professional and respectful working environment;

13.5. The unreasonable misuse, loss, theft, damage, or destruction of Macon-Bibb County property, or the property of any person, including without limitation:

a. Violation of any cybersecurity, computer usage, social media, or telephone usage policy;

a.

b. Violation of the anti-idling policy;

c. Failure to perform work in accordance with established verbal or written protocols, policies, procedures, or instructions;

d. Job-related careless mistakes damaging material, parts or equipment;

e. Deliberate misuse, destruction, damage, sabotage or pilferage of Macon-Bibb County property or the property of any employee or citizen;

f. Theft, attempted theft, or unauthorized removal of property belonging to Macon-Bibb County, a co-worker, or a citizen;

g. Giving any labor in an employee's official capacity or giving anything of value owned by MBCG to any private person or entity without a substantial benefit for MBCG;

6. Fraud, deception, or knowing misrepresentation or omission of any fact material to the operation of any MBCG department, office, or function, including without limitation:

a. Any fact which is part of any internal policymaking or decision-making process;

b. Any fact which is relevant to any internal investigation or audit of the activities of any person, incident, task, or operation of MBCG;

c. Any fact concerning the time, place, or manner of an employee's performance of work duties, or of the results of any work effort made by any employee;

d. Any fact which is presented to any court or tribunal as truth;

e. Falsification of any official MBCG records;

7. Fraud, deception, or knowing misrepresentation or omission of any fact for the purpose or with the effect of improperly obtaining any undue benefit or thing of value from MBCG for any person, including without limitation:

a. Falsification of any job application materials;

b. Falsification of time cards or hours entries;

c. Failure to report any obvious overpayments of wages or of any sums owed to any vendor or employee;

d. Obtaining any undue leave, compensation, worker's compensation, or insurance benefits;

8. Any condition which unreasonably tends to undermine the mission, policy objectives, or operations of MBCG or any office, department, function, or employee thereof, including without limitation:

a. Failure to follow any internal or departmental policies and procedures;

b. Failure to cooperate in any way in an administrative investigation conducted by any department, elected office, or by the Macon-Bibb County Attorney or his/her designee. This includes, but is not limited to, providing false or incomplete information, withholding information, failure to be available for an interview, refusal to be interviewed, failure to maintain confidentiality when instructed, and any conduct that hinders or interferes with the investigation;

c. Knowingly making any false statement or misrepresentation with respect to any official matter concerning the operations of MBCG, or with regard to any employment application or benefit;

d. Collusion among employees to the detriment of another person or any function of MBCG;

e. Using any MBCG equipment or resources for the purpose of conducting any personal business activities, or for the purpose of committing any mischievous or illegal act;

f. Commission of any unethical act prohibited by the MBCG Ethics Ordinance, as amended;

- g. Making or publishing unauthorized statements which are presented as being official announcements or policy statements or official acts of MBCG, or any component thereof;
- h. Use of office, political influence, or bribery to secure an advantage in any private matter;
- i. Solicitation or acceptance of anything of pecuniary value from any person in exchange for taking or not taking any official action, or making or not making any official decision, except as expressly allowed under the MBCG gift policy;
- j. Engaging in, or giving the reasonable appearance or expectation of, any offer, use, or threats relating to any unjustified official action, decision, or inaction taken under color of law, in exchange for any person or entity suffering any private detriment or providing any private gain to any private person or entity;
- k. Conviction of any felony or misdemeanor which bears upon the trust, confidence, or responsibility required of an employee, based on that employee's job position;
- l. The loss by an employee of any license or credential required by law or by MBCG for the performance of their job;
- m. Repeated failure to follow the procurement, financial, or purchasing card policies of MBCG;
- n. Failure of departmental leadership, including, but not limited to, the substantial loss of confidence by subordinate employees; failure to perform core departmental functions in accordance with budget and staffing levels; widespread loss of talent; concealing, omitting, or misrepresenting significant operational problems or shortcomings; failure of communication; or other significant or systemic operational problems occurring at the departmental leadership; managerial; or supervisory levels;
- 9. Any attempt to commit any act prohibited by this disciplinary policy, or to aid, assist, or conceal any other person's attempted or successful commission of any act prohibited by this disciplinary policy; or
- 10. Any other act, whether performed while on duty or off duty, which tends to impede or undermine the efficient and successful operation of MBCG or any component or function thereof.

F. Zero-Tolerance Policy.

It is the policy of MBCG to make certain to the fullest extent possible that each employee and all citizens conducting business with MBCG at public buildings and facilities is provided with a safe environment which is free from violence or anti-social conduct. In support of that initiative, and in addition to the disciplinary provisions stated above, it is the policy of MBCG that there shall be zero tolerance for any conduct which consists of, attempts, causes, conceals, or contributes to any of the following, and that any employee found to have violated any such provisions shall be terminated from employment and ineligible for rehire within the MBCG MBCG in accordance with the Rehire Policy provided herein.

1. The purchase, sale, possession, distribution, consumption, or use of any illegal drugs or controlled substances on MBCG property or while on the job for MBCG, except for medications lawfully prescribed to the employee, provided that employees who are taking prescription medications which affect their ability to perform their job safely and effectively should contact Human Resources to request accommodations;-
2. Being intoxicated or under the influence of alcohol or any illegal drugs or controlled substances on MBCG property or while on the job for MBCG, except for medications lawfully prescribed to the employee, provided that employees who are taking prescription medications which affect their ability to perform their job safely and effectively should contact Human Resources to request accommodations;-
3. Having a positive result on any required employee drug test, other than for marijuana or medications lawfully prescribed to the employee, provided that employees who are taking prescription medications which affect their ability to perform their job safely and effectively should contact Human Resources to request accommodations;
4. Except as required for the performance of law enforcement functions, provoking, threatening, or instigating a fight on the job, fighting at any time on MBCG property (except for purposes of self-defense), or actions which result in intentional bodily harm to others while on the job;
5. Except as required for the performance of law enforcement functions or in cases of self-defense, brandishing any weapon on MBCG property;
6. Breaches of any security procedure implemented by MBCG or any official or employee under its authority;
7. Divulging information which threatens the security of MBCG personnel, ~~or~~ property, or any computer network or system;

8. Sabotage of any property or equipment of MBCG through intentional misconduct or gross negligence;
9. Committing or threatening to commit an act of violence against any employee, supervisor, elected official, appointed official, or any other agent of Macon-Bibb County;
10. Sexual or racial harassment of an employee or citizen conducting business with Macon-Bibb County;
11. Intentionally discriminating against an applicant or employee in the terms or conditions of his/her employment or harassing or discriminating against any person on the basis of any protected class;
12. Knowing or intentional violation of Title VI or Title VII of the Civil Rights Act of 1964, or of any MBCG policies implementing Title VI or Title VII of the Civil Rights Act of 1964, as amended.
4. ~~RR~~ Retaliation against an employee for exercising rights under these policies or any state or federal law; opposing any practice made unlawful by Title VII; making a charge, testifying, assisting, or participating in a Title VII proceeding or investigation; or engaging in any action which dissuades a reasonable employee from making or supporting a charge of discrimination.

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~~b. Failure to follow any internal or departmental policies and procedures~~

~~c. Failure to cooperate in any way in an administrative investigation conducted by any department, elected office, or by the Macon-Bibb County Attorney or his/her designee. This includes, but is not limited to, providing false or incomplete information, withholding information, failure to be available for an interview, refusal to be interviewed, failure to maintain confidentiality when instructed, and any conduct that hinders or interferes with the investigation.~~

~~d. Violation of computer usage, social media, or telephone usage policy~~

~~e. Violation of the anti-idling policy~~

~~Generally, commission of a Group I offense will result in a documented verbal warning, unless the offense is a repeat violation or the incident is determined to be intentional or severe enough to warrant a higher level of disciplinary action. In such instances, Group I offenses may result in a written warning or final warning, with or without suspension from employment without pay, or in a paid suspension from employment pending discharge investigation.~~

~~Group II Offenses~~

~~1. Threatening, intimidating, coercing or using abusive language toward fellow employees, supervisors, or the public~~

~~2. Sleeping during working hours unless otherwise provided for certain jobs, and with permission of the supervisor~~

~~3. Consumption or possession of alcohol or other intoxicants on the job~~

~~4. Gambling or engaging in games of chance on the job~~

~~f. Leaving the job during regular work hours without permission~~

~~4.01~~

~~h.~~

~~5. Careless mistakes that affect the safety of Macon-Bibb County personnel or bystanders~~

~~6. Vending, commercial soliciting, or engaging in for-profit activities~~

~~7. Job-related careless mistakes damaging material, parts or equipment~~

~~8. Commission of any unethical act prohibited by the MBCG Ethics Ordinance, as amended~~

~~9. Creating or causing unrest, division or collusion among employees; having or promoting a negative attitude that tends to undermine the mission or goals of an office or department~~

~~10. Violation of computer usage, social media or telephone usage policy for malicious or fraudulent purpose~~

~~11. Repeat violation of the anti-idling policy~~

~~Generally, commission of a Group II offense will result in a written warning and a two (2) day suspension from work without pay, unless the offense is a repeat violation or the incident is determined to be intentional or severe enough to warrant a higher level of disciplinary action. In such instances, Group II offenses may result in a written warning or final warning, with unpaid suspension from employment of up to five (5) days, or in a paid suspension from employment pending discharge investigation.~~

~~Group III Offenses~~

~~1. Wanton and willful neglect in performance of assigned duties~~

~~2. Deliberate misuse, destruction, damage, sabotage or pilferage of Macon-Bibb County property or property of an employee or citizen~~

~~3. Falsification of Human Resources or any Macon-Bibb County records,~~

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~~—including, but not limited to, employment applications, accident records, purchase orders, time records, work records, expense reimbursement requisitions and administrative records~~

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~~4. Sexual, race, gender, or other harassment in violation of Macon Bibb County's harassment policies~~

—

~~5. Making false claims or misrepresentations in an attempt to obtain sickness or accident benefits, worker's compensation benefits, or unemployment compensation benefits~~

—

~~6. Insubordination through discourtesy, including, but not limited to, the use of abusive language to anyone with whom employee may have contact on the job, including citizens, vendors, other employees, or management employees~~

—

~~7. Insubordination through the refusal to perform work assigned or to comply with written or verbal instructions of the supervisor or Macon-Bibb County officer~~

—

~~8. Unauthorized possession of any weapon, firearm, or explosive on the job (possession of explosive must be job-related and authorized by the County Commission or the supervising Macon-Bibb County officer)~~

—

~~9. Theft, attempted theft, or unauthorized removal of property belonging to Macon-Bibb County, a co-worker, or a citizen~~

~~10. The use, possession or sale of any illegal drugs or hallucinogens while on the job or on Macon-Bibb County property~~

—

~~11. Habitual inefficiency, incompetence, or inadequate performance~~

—

~~12. Use or attempted use of political influence or bribery to secure an advantage in any matter~~

~~4.01~~

~~13. Concerted curtailment or restriction of production or interference with work in or about Macon-Bibb County work stations, including, but not limited to, leading or participating in any walkout, strike, slowdown, or other work stoppage or refusal to return to work when scheduled~~

~~14. Fraud in securing employment~~

~~15. Conviction of a felony or misdemeanor offense that would adversely affect performance of duties; conviction of a crime of moral turpitude; or a plea of guilty or *nolo contendere* (no contest) to any of the above~~

~~16. Reporting to work under the influence of any intoxicant or in an impaired state~~

~~17. Provoking or instigating a fight on the job, fighting at any time on Macon-Bibb County property, or actions which result in bodily harm to others while on the job~~

~~18. Bullying~~

~~19. Aiding or abetting the commission of a fraudulent act by another employee~~

~~20. Repeated commission of Group II offense(s)~~

~~Generally, commission of a Group III offense will result in a paid suspension from employment pending a discharge investigation.~~

~~A. It is the policy of MBCC to make certain to the fullest extent possible that each employee and all citizens conducting business with MBCC at public buildings and facilities is provided with a safe environment which is free from violence or anti-social~~

~~conduct. In order to achieve this goal, MBCC operates under a policy of zero tolerance for violence or any conduct which threatens the safety or well-being of its employees and visitors to its facilities. Accordingly, the following acts will result in termination of employment:~~

~~4.01~~

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- ~~1. Breaches of any security procedure implemented by MBCG or any official or employee under its authority;~~
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 - ~~2. Divulging information which threatens the security of MBCG personnel or property;~~
 -
 - ~~3. Sabotage of any property or equipment of MBCG through intentional misconduct or gross negligence;~~
 -
 - ~~4. Committing or threatening to commit an act of violence against any employee, supervisor, elected official, appointed official, or any other agent of Macon-Bibb County;~~
 -
 - ~~5. Sexual or racial harassment of an employee or citizen conducting business with Macon-Bibb County;~~
 -
 - ~~6. Reporting to work in possession of or under the influence of intoxicants;~~
 -
 - ~~7. Intentionally discriminating against an applicant or employee in the terms or conditions of his/her employment or harassing a person on the basis of race, handicap, age, national origin, genetic information, or sexual orientation;~~
 -
 - ~~8. Retaliation against an employee for exercising rights under these policies or any state or federal law; opposing any practice made unlawful by Title VII; making a charge, testifying, assisting, or participating in a Title VII proceeding or investigation; or engaging in any action which dissuades a reasonable employee from making or supporting a charge of discrimination.~~

~~4.01~~

~~Discharge Investigation~~

~~Upon the commission of a Group III offense, the supervisor or department head shall immediately contact the Human Resources Department. The Human Resources Director or Assistant Director will, with the counsel of the Macon-Bibb County attorney or his designee, conduct an investigation of the offense. Employees accused of commission of an offense warranting discharge will be suspended from employment with pay while the charge is under investigation. The supervisor or department head will notify the employee, in writing, within five (5) business days of the outcome of the investigation and the status of his/her employment. If the employee is discharged, the notification shall indicate such and shall provide the date of the discharge. The paid suspension pending discharge investigation should not exceed ten (10) business days except in extraordinary circumstances.~~

G. Failure in Performance of Duties

In addition to the disciplinary provisions above, any employee whose work is unsatisfactory over a period of time should be notified by the supervisor of the deficiencies in ~~their~~ his/her work, and of what must be done to bring the work to a satisfactory level. Unless the employee's actions are ~~of a severe nature requiring immediate disciplinary action~~, the employee should be warned either orally or in writing at least once before discipline is imposed~~the employee is dismissed, demoted, or separated from employment.~~

In most cases where the employee's actions are not ~~of a severe~~ enough to ~~nature~~ requiring immediate disciplinary action, a three (3) step procedure can be a helpful and constructive guideline to follow: First, ~~one or more verbal warnings should be issued by the supervisor~~ should give non-disciplinary coaching or corrective counseling, or ensure that the employee has appropriate training for the duty assigned; ~~Second~~, the supervisor should issue a written warning, to be signed by the employee and setting forth the points covered in correcting the performance deficiency. This written warning provides notice to the employee that corrected performance must take place immediately to avoid application of more stringent disciplinary action. Third, for minor performance issues, the supervisor may give an additional written warning to the employee, ~~which may be styled as a final warning, outlining the employee's continuing~~ failure to correct performance issues or repeat infraction of policy or performance standards, and stating -

4.013

~~This warning should indicate w~~that disciplinary action will be applied in the instance of any future infraction.

Department directors shall have the discretion to set departmental policy regarding whether and how written warnings are used. At the option of the supervisor, manager, or department head, direct discipline may be imposed against an employee for any violation of the disciplinary policies, including for performance issues, regardless of whether a prior written warning was given to that employee.

~~Verbal warnings, w~~Written warnings and other, corrective actions ~~and directions~~ should all be documented on forms provided by the Human Resources Department, and placed in the employee's personnel file.

4.01

H. Record of Disciplinary Action

In all cases of disciplinary action, excluding disciplinary corrective counseling or referral to training, including verbal warnings, the Notice of Disciplinary Action an appropriate form or a disciplinary memorandum/letter shall be completed, and will include the following information:

1. Nature of the Offense-circumstances, date, time, etc.
2. Previous applicable discussions/training or active warnings in file
3. Future expectations for the employee's performance
4. Consequences of future infractions

The employee will be provided with a copy of the completed form or disciplinary memorandum/letter and will be asked to sign to acknowledge receipt of the copy. The employee shall be provided with an opportunity to respond in writing to the disciplinary action. Such written response must be provided within two ~~five~~ (52) business days and will be placed in the employee's personnel file.

I. Immediate Removal from Workplace

In any case where there is a plausible allegation of severe misconduct by any employee, including without limitation, criminal activity; violence or threats of violence; combative behavior; misuse of any weapon, machine, or dangerous implement; physical, verbal, or sexual harassment or abuse of any other person; creation of security or cybersecurity vulnerabilities; mistreatment of children, animals, or vulnerable persons; or any other misconduct which, in the opinion of the supervisor, manager, director, or MBCG would create an unreasonable risk of further harm in the event that the employee remains at work, that employee shall be immediately relieved of their current duties and dismissed from work for the remainder of the day. The department director or county officer in that employee's chain of command shall then contact the employee once it has been determined whether or when the employee will be allowed to return to work. In the event that the employee is referred for a termination investigation, the employee's period of paid

suspension shall begin from the moment that employee was first directed to leave the workplace as a result of the incident or matter in question.

J. Termination Investigation

Upon the commission of any Zero-Tolerance offense, or any action for which termination is proposed, the authorized supervisor or department head shall immediately dismiss the employee for the remainder of the workday and contact the Human Resources Department. The matter will then be referred to the personnel action review team as provided in Section 4.02. Employees accused of commission of an offense for which termination is proposed will be suspended from employment with pay while the charge is referred to the personnel action review process provided in this manual. The paid suspension pending termination investigation should not exceed ten (10) business days except in extraordinary circumstances. If a period of suspension needs to extend longer than ten business days, then it will generally be as an unpaid suspension thereafter.

K. ~~Right of Appeal~~County Manager Review

~~Any employees who has received disciplinary action, including termination of employment for a stated cause, shall not have the right to appeal the disciplinary action through any formal process, but in the case of reviewable disciplinary action, they may submit information for the County Manager's consideration in accordance with the personnel action review process outlined in this manual by filing a grievance in accordance with the MBCG Employee Problem Solving Procedure, provided that (1) the appeal meets the definition of a grievance as provided in the Employee Problem Solving Procedure; (2) the employee is a covered employee as provided by the Employee Problem Solving Procedure; (3) the appeal does not fall into one of the "non-addressed" issues as defined by the Employee Problem Solving Procedure; and (4) all other requirements of the Employee Problem Solving Procedure are met.~~

This ~~appeal~~ provision shall not give any employee any legitimate expectation of continued employment.

L. Non-Disciplinary Changes in Job Status

Where a department head or authorized subordinate employee finds that current staffing arrangements are not effective at meeting the needs or goals of the department or the departmental subunit, then they may exercise managerial discretion to make non-disciplinary changes to the job status of one or more employees as follows:

4.013

1. Employees may be terminated;
2. transferred to a different department or departmental subunit;
3. moved to a different work site or different job schedule;
4. reassigned to a different job title; or
5. otherwise have job duties modified as needed to reflect the needs of the department or departmental subunit.

All of these actions shall be subject to the availability of a suitable vacancy, if applicable, and the approved organization charts and budgetary allocations of the receiving department, as well as the Macon-Bibb County Reduction in Force policy. If an employee is transferred to a different job, job status, schedule, work site, or other position within MBCG, then efforts shall be made to offer the employee a position that is comparable in qualifications, duties, salary, authority, and prestige to the extent that such a position is available and the employee is qualified. Non-disciplinary terminations or involuntary changes in job status which affect an employee's job title or which would result in the employee losing any amount of pay shall be subject to review under the personnel action review process in the same manner as reviewable disciplinary actions.

4.02

EMPLOYEE PROBLEM SOLVING PROCEDURE **PERSONNEL ACTION** **REVIEW**

A. Initiating Personnel Actions

Before any disciplinary or involuntary, non-disciplinary personnel action is initiated, the department head or subordinate employee delegated with appropriate authority shall:

1. Review the facts of the incident(s) or circumstances and any applicable department rules or regulations.
2. Review the circumstance or evidence (documentation, statements of witnesses, etc.) that substantiates the decision to take a personnel action, including any mitigating factors.
3. Review previous disciplinary or other personnel actions taken to ensure that the action considered is consistent with previous actions taken with respect to the same employee or other employees under the same or similar circumstances.

B. Applying Disciplinary Action

Disciplinary action can range from corrective counseling up to and including termination of employment, with or without the loss of other employment benefits, depending on the severity of the offense and the employee's past record of job performance and any prior disciplinary actions. It is the responsibility of all department heads and authorized assistant department heads to apply this policy with consistency. If a department head or authorized assistant department head is contemplating disciplinary action, they may contact their personnel action review team for recommendations or guidance in applying disciplinary action; the ultimate determination of the level of disciplinary action to be imposed, however, remains with the department head or authorized assistant department head.

In all cases of disciplinary action, excluding disciplinary corrective counseling or referral to training, the employee issuing the disciplinary action is required to complete a record of the disciplinary action in accordance with Section 4.01 of this manual.

MBCG reserves the right to apply or begin disciplinary action at any level, including for first offenses. Previous disciplinary action may be taken into account when considering disciplinary action, whether the new incident is similar in nature to the previous incident(s) or not. Department heads or authorized assistant department heads should also consider the severity and nature of the incident, whether there are multiple or repeat violations, and the overall circumstances of the incident when considering disciplinary action.

C. Personnel Action Review Team

Any time a department head or authorized assistant department head desires to impose reviewable disciplinary action on any employee, or any involuntary, non-disciplinary changes in job status in which termination is imposed or in which an employee's job title is involuntarily changed or their wages or pay are reduced in any way, they shall notify the Director of Human Resources or their designee, using a form provided by Human Resources for such purpose. The form shall include the name of the employee, their job title, the name of the employee's direct supervisor, a brief factual narrative of the basis for the personnel action, the personnel action proposed, and copies of any supporting documentation or witness statements.

Upon receiving notice that a department head or authorized assistant department head is requesting to impose reviewable disciplinary action or involuntary, non-disciplinary changes in job status on any employee, the Director of Human Resources or their designee shall notify the County Manager and the County Attorney's Office that a personnel action review team needs to be formed.

The personnel action review team shall consist of:

1. The Director of Human Resources, or their designee;
2. The County Attorney, or their designee; and
3. The head of a department other than the subject employee's department, as chosen by the County Manager, or their designee.

The role of the personnel action review team shall be to:

- (1) make sure that disciplinary decisions are roughly consistent over time and across different departments within MBCG;
- (2) make sure that the alleged factual basis of the discipline is factually evident, and a bona fide reason for imposing employee discipline;
- (3) make sure that proposed discipline is not being offered for an improper or illegal purpose, such as discipline which discriminates against members of a protected class, or seeks to punish those who exercise their protected civil rights;

(4) in cases where multiple employees are being disciplined for the same events or reasons, make sure that disciplinary action is roughly proportionate to the relative culpability and responsibility of each individual involved;

(5) give deference to the managerial discretion of departments where a proposed disciplinary decision is consistent with the above considerations; and

(6) in cases where termination is imposed, or a recommendation is made for ineligibility for rehire, determine the eligibility of the employee for rehire, which shall be binding on all MBCG departments and offices.

The personnel action review team should communicate as soon as practicable after the third member is appointed to discuss each proposed disciplinary matter, and should work with deliberate speed to bring each matter to a resolution. However, the personnel action review team shall not complete consideration of any reviewable disciplinary matter until after the two business days allowed for the employee to submit a written response have passed.

If necessary, the personnel action review team shall be authorized to speak with the requesting department head or any employee, or to request additional information or documents about the subject incident(s). Except for employees or others specifically invited to give input by the personnel action review team, the meetings and deliberations of the personnel action review team shall be closed to other participants and treated as privileged and confidential.

The personnel action review team shall be authorized to accept or revise the proposed disciplinary action, or to find that no discipline at all is warranted. The personnel action review team may also impose discipline on other employees involved in the same incident or activities if discovered during the consideration of any disciplinary matter. The personnel action review team shall reduce its decision and reasons therefor to writing and provide a copy to the County Manager, the department head who initiated the disciplinary action, and the subject employee(s). If the employee is terminated, the notification shall indicate such and shall provide the date of separation. In addition, where termination is imposed, the personnel action review team shall determine the eligibility of the employee for rehire, which shall be binding on all MBCG departments and offices. The determination of a plurality of the members of the personnel action review team shall be controlling, provided that if no plurality can be reached, then the matter shall be referred to the County Manager to make a decision.

D. County Manager Review

If the employee or their department head disagree with the decision of the personnel action review team, then either may submit a written statement to the County Manager, either via email or in hard copy, within five business days of the decision, requesting the County Manager to review the decision. The County Manager should review any such requests expeditiously, and may revise the decision, including eligibility for rehire, if in their discretion, another result would be in the best interests of MBCG.

In addition, the County Manager may revise any decision of the personnel action review team on their own initiative if, in their discretion, another result would be in the best interests of MBCG.

Upon review at the request of the employee or their department head, or upon revising any decision on their own initiative, the County Manager shall notify the employee, the department head, and the members of the personnel action review team of their decision. Any decision of the personnel action review team not reconsidered by the County Manager, or any decision revised by the County Manager, shall be final. The County Manager shall have the discretion to receive new information discovered or presented in a timely manner after their decision, and to amend their decision if appropriate, but the County Manager shall not be required to consider any new information presented after their disciplinary decision is made.

Nothing in this Manual is intended to create any judicial, quasi-judicial, or adversarial process, or to create any right of judicial review or further appeals for any employee facing any disciplinary action. Nothing in this Manual is intended to create any property interest of any employee in their employment with MBCG. This process is intended only to provide assistance from a purely internal administrative perspective to maintain the consistent and predictable operation of the government, without intending to create any reliance interest in a certain outcome from any particular set of facts or for any particular employee.

E. Protected Employee Activities

Notwithstanding any other provisions in this manual, employees may not be disciplined for exercising their civil rights guaranteed by the constitution and laws, and to that end shall not be disciplined for such things as:

1. Becoming a member of a political club or organization and enjoying complete freedom from all interference in casting their vote;

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2. Seeking signatures to any initiative or petition on any matter of public concern, or directly affecting their rates of pay, hours or work, working conditions, retirement or other benefits on their own time;
3. Publicly criticizing Mayor and County Commission or other Macon-Bibb County officials as long as such criticism is not obscene, defamatory, unlawful or made with reckless disregard for truth or falsity and does not undermine workplace operations or confidential relationships necessary to the proper functioning of MBCG;
4. Voting or choosing not to vote or advocating on their personal time and in their personal capacity for any result in any electoral contest or referendum;
5. Engaging in protected organizing activities;
6. Serving on a jury or grand jury;
7. Military service protected under USERRA;
8. Participating in any peaceful demonstration or protest; or
9. Taking any other action that is similarly protected under state or federal laws.

The Human Resources Director and the County Attorney or their designees are available to department heads and employees alike who seek advice regarding what activities or conduct may or may not be an offense against the employment relationship and the application and interpretation of this guideline.

Purpose

~~In order to provide an orderly process for resolving concerns of employees, MBCG has instituted and adheres to a written procedure for communication of employee concerns aimed at reaching a fair and equitable resolution of the issue in a timely manner. Efforts should be made by the employee and his/her supervisor or manager, with the assistance of the Human Resources Department if needed, before a formal procedure is instituted.~~

~~This policy and procedure may be amended at any time by the MBCG County Commission. In the event of termination of employment or other disciplinary action governed by this policy, the policy then in effect shall govern. This procedure is not meant to constitute, nor shall it be deemed to constitute, any expectation of continued employment.~~

~~The following regulations concerning covered employees shall govern the problem solving procedure:~~

- ~~1. All non-probationary, full-time and part-time employees with MBCG are entitled to utilize this procedure. Probationary employees and temporary employees are excluded from the employee problem solving procedure.~~
- ~~2. Appointed officials work at the pleasure of the Mayor and are not covered under this procedure.~~
- ~~3. Law enforcement employees of the Bibb County Sheriff's Office shall address issues covered by this policy in accordance with the Bibb County Police Civil Service System and Board, set forth in the MBCG Code of Ordinances.~~
- ~~4. Employees of Constitutional officers and independent elected officials are not covered by this policy unless the official in whose office they are employed has opted in to full coverage for his/her employees under this Manual by execution of an Election Form by an Elected Official contained herein. If any employee of a~~

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~~Constitutional officer or independent elected official desires to determine whether a particular official has opted in to this Manual, he/she may do so by contacting the MBCG Human Resources Department.~~

~~Employees who are members of the Mayor's executive staff are not covered by this policy, and shall work at the pleasure of the Mayor.~~

Non-addressed Issues

~~The following issues are not covered by this procedure, and are not subject to the filing of any employee grievance:~~

- ~~1. Issues which are pending or have been concluded by other administrative or judicial procedures;~~
- ~~2. Work assignments which do not result in a demotion or salary reduction unless the complainant alleges unlawful discrimination in the making of such assignment;~~
- ~~3. Budget allocations and expectations in organizational structure, including the person or number of persons assigned to particular jobs or units;~~
- ~~4. The content or rating of a performance appraisal except when the employee alleges unlawful discrimination in the making of the appraisal;~~
- ~~5. The selection of an individual by the Mayor and County Commission to fill a position through appointment, promotion or transfer except when the employee alleges that the appointment, promotion or transfer was characterized by unlawful discrimination;~~
- ~~6. Any matter which is not within the jurisdiction or control of the appointing authority;~~
- ~~7. Internal security practices established by the appointing authority or the Mayor and/or County Commission;~~
- ~~8. Decisions, policies, practices, resolutions or ordinances made or passed by the~~

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~~County Commission or the appointing authority which are not job or work related and which do not contradict these policies;~~

~~9. An adverse action against the employee where the disciplinary action is limited solely to an oral or written warning;~~

~~10. Pay for a job or job classification.~~

~~Responsibilities / Efforts to Avoid Formal Employee Grievances~~

~~• Macon-Bibb County Employee~~

~~Within five (5) working days of a complaint addressed by this problem solving procedure, the employee must notify his or her first-line supervisor in an attempt to resolve the matter. This first notification may be made orally or in writing.~~

~~• Supervisor~~

~~It is the responsibility of the supervisor to treat all employees fairly and equitably under MBCG rules, regulations, policies and procedures. As problems are often caused by misunderstandings and/or disagreements, it is important that the supervisor immediately enter into an open discussion of the issues with the employee in order to reach a fair, amicable and workable agreement or solution as soon as possible. Supervisors who refuse to counsel with an employee who presents a concern may be subject to disciplinary action.~~

~~• Department Head~~

~~It is the responsibility of each department head to continuously review how MBCG departmental rules, regulations, policies and operating procedures are being implemented and carried out within their respective department to ensure that all employees are receiving fair and equitable treatment. The department head is responsible for reviewing complaints stated orally or in writing by employees in their department and for assisting in arriving at the most satisfactory agreement or solution based on the facts and conditions that exist. Where the department head is also the immediate supervisor, the department head will have the same duties and responsibilities of a first-line supervisor as stated above.~~

- **Human Resources Department**

It is the responsibility of the Human Resources Director and the Human Resources staff to assist Macon-Bibb County employees at all levels of management, and to assist elected officials who have opted in to coverage for his/her employees under this manual by execution of an Election Form by an Elected Official contained herein, in the interpretation and application of procedures in order to prevent unfair or inequitable treatment of employees through improper application of policies, rules and procedures. If any employee of a MBCG elected official desires to determine whether a particular elected official has opted in to this Manual, he/she may do so by contacting the MBCG Human Resources Department.

- **Human Resources Representative or Staff Member**

The Human Resources representative or staff member will assist the complainant in the interpretation of this policy; assist the complainant in resolving his or her complaint and/or request for hearing; and generally advise the complainant, if requested, during the problem solving process. If the complainant retains an attorney to represent him or her during the course of the procedure, the Human Resources representative or staff member will refer that attorney to the office of Macon-Bibb County's attorney for assistance.

Procedural Requirements

Step 1: Discussion with Supervisor

An employee who in good faith believes that he/she has a complaint under this policy should first discuss the problem with the employee's immediate supervisor within five (5) working days after the occurrence of the event. The supervisor should attempt to resolve the problem promptly, and in a fair and amicable manner. Within five (5) working days after the employee brings a complaint to the supervisor's attention, the supervisor, having obtained all of the facts, shall give the employee a decision along with a full verbal explanation of the reasons for the decision. If no solution is readily apparent, if the five (5) day deadline for a decision cannot be met, or if the outcome is not satisfactory to the employee, the employee should proceed to Step 2 of the problem solving procedure.

Step 2: Employee Problem Solving Form

~~If the employee gets no satisfaction from, or for good reason prefers to bypass the immediate supervisor, such employee shall complete an Employee Problem Solving Form. The Employee Problem Solving Form must be submitted to the employee's department head, and a copy of the form must be submitted to the Human Resources Assistant, within fifteen (15) working days after the occurrence of the event or incident which forms the basis for the grievance. If the employee desires, the Human Resources representative will assist the employee in submitting the employee problem solving form.~~

~~An employee is entitled to retain the services of an attorney to represent him/her in connection with his/her grievance, but such representation shall be at the employee's own expense. Either the Human Resources Director/Assistant Director or the department head may request assistance from the Macon-Bibb County attorney or his designee to assist with the complaint on behalf of Macon-Bibb County.~~

~~The Human Resources representative shall conduct an investigation into the complaint and present the department head and Human Resources Director/Assistant Director a summary of the findings of the investigation. After receipt of the problem solving form, the department head should then notify the employee and the immediate supervisor in writing of his or her decision within five (5) working days after receipt of the employee problem solving form. If the employee is dissatisfied with the decision of the department head, the employee may make a written request for a hearing.~~

~~In cases where the employee alleges unlawful employment discrimination or sexual harassment, the employee may by pass any step which requires the employee to communicate with a supervisor or department head where such individual is accused of the unlawful employment discrimination or the harassment if the employee has the reasonable belief that he or she will face adverse employment consequences if such communications are made. Such claims should be reported immediately to the EEO Officer for MBCG (Human Resources Director).~~

~~While employees of MBCG Constitutional officers and independent elected officials are not specifically covered under this Personnel Policy Manual unless such elected official has opted in to full coverage for his/her employees under this manual by execution of an Election Form by a Constitutional Officer or Elected Official contained herein, they are covered by all applicable federal and state laws, including those governing equal opportunity and non-discrimination.~~

Step 3: Request for Hearing

- ~~• **Time for filing:** An employee must file a request for a hearing with the Department of Human Resources within ten (10) working days after receipt of the written decision by the Department Head made pursuant to Step 2 above.~~
- ~~• **Contents of request:** The request for hearing shall contain a statement describing what is being appealed; the request shall be filed on a form provided by the Department of Human Resources.~~
- ~~• **Hearing Officer:** Upon receipt of the employee's choice of strike, the Human Resources Department will, within three (3) business days, furnish the Macon-Bibb County attorney with the list of the remaining panel members. The Macon-Bibb County attorney or his/her designee, upon receipt of the list, will have five (5) business days to notify the Human Resources Department in writing which panel member, he/she chooses to strike.~~
- ~~• **Referral to Hearing Officer:** Within five (5) business days after receipt of the Macon-Bibb County attorney's strike from the hearing officer panel of attorneys, the Department of Human Resources will refer the request for hearing to the hearing officer. The hearing officer will determine if the case is covered under the MBCG Employee Problem Solving Procedure and if all procedural requirements have been met. If the request for hearing has been properly filed, the hearing officer will notify the employee of the date, time and place of the hearing. The hearing officer will also notify the Macon-Bibb County attorney of the date, time~~

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~~and place of the appeal hearing and the Macon-Bibb County attorney or his/her designee shall represent the department head or Macon-Bibb County, as the case may be. The hearing will be conducted in accordance with the procedures set forth below.~~

- ~~• **Waiver:** The employee's failure to comply with these procedures including but not limited to the employee's failure to give timely notice, will result in a waiver of the employee's right to pursue a complaint under this procedure.~~

Step 4: Hearing

~~**Conduct of Hearing:** With regard to the conduct of the hearing, the hearing officer shall:~~

- ~~1. Administer oaths and affirmations;~~
- ~~2. Regulate the course of the hearing;~~
- ~~3. Set the time and place for continued hearings and pre-hearing conferences;~~
- ~~4. Fix the time for filing written arguments as deemed appropriate;~~
- ~~5. Adjudicate motions pertaining to preliminary, jurisdictional and ancillary matters as set forth by the parties;~~
- ~~6. Provide for, where applicable, the taking of testimony by deposition, interrogatories or other written statements;~~
- ~~7. Reprimand or exclude from the hearing any person for any indecorous or improper conduct committed in the presence of the hearing officer;~~
- ~~8. Make informal disposition of any case by stipulation, agreed settlement, consent order or default, if appropriate and not otherwise precluded by law;~~

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~~9. Require the attendance of witnesses/employees. Employees appearing as witnesses shall be released from their duty without loss of pay and without effect on their service rating. An employee who is designated as a witness by either the department head or by the employee may be disciplined for failure to appear at the hearing. No person shall directly or indirectly use or threaten to use an official authority or other influence which would tend to discourage a person from testifying;~~

~~10. Arrange a pre-hearing conference for the purpose of reviewing the matter being appealed and establishing stipulations and agreements to expedite the hearing.~~

- ~~**Hearing Procedures:** In the hearing of a complaint, proceedings shall be informal but orderly. The following procedures shall prevail:~~

- ~~1. The hearing officer shall read or cause to be read the complaint and specifications as contained in the employee problem solving form.~~
- ~~2. The stipulations as to any facts not in dispute shall be entered into the record.~~
- ~~3. Each party shall be given the opportunity to make a brief opening statement identifying the issues and stating what is to be proven.~~
- ~~4. All witnesses shall testify under oath or affirmation.~~
- ~~5. Each party may conduct such examination of the witnesses as shall be required for a full and true disclosure of the facts. This includes the right to cross-examine witnesses adverse to any party's position. In addition, the hearing examiner may examine the witnesses.~~
- ~~6. Official notice may be taken of facts generally recognized by the public. In addition, official notice may be taken of technical facts within any specialized knowledge of the hearing officer. Parties shall be notified either before or during the hearing of the material officially noted, and they shall be afforded an opportunity to contest the material so noticed.~~

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- ~~7. MBCG shall provide at its expense a certified court reporter, who will take down the testimony at the hearing. In the event that the hearing officer requests that the hearing be transcribed, such transcription will be at the expense of Macon-Bibb County. In the event that either of the parties request that the hearing be transcribed, such transcription cost shall be at the expense of the party so requesting the transcript.~~
- ~~8. An employee may represent himself/herself at the hearing or he/she may retain the services of an attorney to represent the employee at the hearing. A member of the Human Resources staff may reasonably assist the employee and/or his/her attorney. In the event that the employee does retain the services of an attorney to represent him/her, the MBCG County Commission will reimburse the employee for said employee's attorney's fees and expenses in an amount not greater than five hundred (\$500.00) dollars, if the hearing officer renders a final decision in favor of the employee.~~
- ~~9. Before closing the hearing, the hearing officer shall allow both parties the opportunity to make brief oral or written closing arguments.~~
- ~~10. The hearing officer who presided shall, within fifteen (15) working days from the close of evidence, issue a written decision with findings of fact and reasons for the hearing officer's recommended decision. Provided, however, for good cause, the hearing officer may extend the time for rendering a decision for an additional fifteen (15) working days. The hearing officer's decision will be final and binding, and a copy shall be immediately transmitted to all parties, the Mayor and County Commission.~~
- ~~11. The hearing shall be open to the public as required by law, provided that the hearing may be closed at the request of the employee if such closures are authorized by law. Likewise, any documentary and other evidence shall be available for public inspection as required by law.~~

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- ~~**Evidentiary Rules:** With respect to all hearings before the hearing officer, the following rules regarding the evidence shall govern:~~
 1. ~~Formal, legal rules of evidence shall not be strictly applied. Evidence may be admitted if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs. The hearing officer shall follow the Georgia Rules of Evidence regarding privileges recognized by state law.~~
 2. ~~Irrelevant, immaterial or unduly repetitious evidence may be excluded. Objections to evidentiary offers shall be made and ruled upon by the hearing officer.~~
 3. ~~When a hearing will be expedited and the interest of the parties will not be prejudiced thereby, any part of the evidence may be received in written form, including but not limited to the use of depositions, interrogatories, and affidavits or written statements.~~
 4. ~~The burden of proof shall be on the party requesting the hearing. That party shall have the right to open and conclude the hearing.~~
 5. ~~Documentary evidence may be received in the form of copies. However, upon request and at the discretion of the hearing officer, parties shall be given the opportunity to compare with the original document.~~
 6. ~~The hearing officer's decision should be supported by substantial evidence. Substantial evidence is that degree of relevant evidence that a reasonable mind, considering the record as a whole, might accept as adequate to support a conclusion that the matter asserted is true.~~
- ~~**Appointment and Compensation of Hearing Officers**~~

~~An independent, impartial hearing officer shall be selected to hear the case and conduct the hearing set forth herein. The Mayor or County Commission shall provide a list of three (3) attorneys, each of whom shall have been licensed and a member of the State Bar of Georgia for at least ten (10) years. The employee and Macon-Bibb County attorney, or his/her designee, shall each strike one name from the list and the remaining name shall be appointed as the hearing officer.~~

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- **~~Time Requirement~~**

~~Failure of the employee to comply with the time limits specified in this employee problem-solving procedure shall be deemed to be an abandonment of the procedure and the complaint will be dismissed. However, if the supervisors involved fail to answer in a timely fashion any of the procedural steps involved in Steps 1 and 2, the employee, if he or she desires, may proceed to the next procedural step as outlined, provided that such failure to answer within the prescribed time limits shall not amount to an admission by the supervisor in question that an employee's complaint has merit. The time limits may be extended in writing by mutual agreement of the parties.~~

- **~~Final Written Disposition~~**

~~Written and satisfactory dispositions of employee complaints shall be kept in a special file in the Human Resources Department and will not be placed in any employee or supervisor's personnel file.~~

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**EVALUATION OF EMPLOYEE PERFORMANCE
AND COMPENSATION DECISIONS**

This policy applies to all full-time and part-time MBCG employees.

The MBCG has established a uniform method of evaluating an employee's job performance for the purpose of employee development and any merit step increase(s) to which the employee may become entitled. Official performance appraisals for both full-time and part-time employees will be completed after an employee has completed six (6) months of service with Macon Bibb County, or after completion of six (6) months in a new position. All employees will receive official performance appraisals annually thereafter.

New employees who have completed six (6) continuous months of service (probationary period) may receive their first merit step increase at the end of this six (6) month period with a satisfactory performance evaluation, provided that the County Commission have approved merit increases for that fiscal year.

Managers or supervisors may choose to delay an employee's official performance appraisal if the employee has been absent or on leave for a significant period of time during the relevant review period. Any such decision to delay a performance appraisal should be communicated to the Human Resources Department.

Merit step increases are given for salary advancement as a means of compensating employees for achievement, to encourage careers with Macon Bibb County, and to provide employee incentive. Merit increases are not automatic, but are based upon formal performance appraisals by supervisors and are granted only when the quality of work performance meets or exceeds standards, and when the County Commission authorizes salary increases.

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~~At the beginning of each fiscal year, and subject to the MBCG budgetary process, every employee that is paid according to the MBCG pay scale may be entitled to a market-based salary adjustment, made by increasing such employee by one step within that employee's current pay grade. This shall not apply to employees who occupy the highest step within their current pay grade, and shall not apply to employees whose salaries are otherwise set by operation of law. The step increases made for market-based salary adjustments shall be in addition to merit or promotional salary increases, where applicable.~~

~~The Mayor and County Commission may review the MBCG pay scale from time to time and make wholesale adjustments thereto, based upon wage and salary surveys of benchmark positions, the economic marketplace, the local cost-of-living index, and economic/budgetary factors.~~

~~Employees of Constitutional officers and independent elected officials are not covered by this policy unless the official in whose office they are employed has opted in to coverage for his/her employees under this Manual by execution of an Election Form by an Elected Official contained herein. If any employee of a Constitutional officer or independent elected official desires to determine whether a particular official has opted in to this Manual, he/she may do so by contacting the MBCG Human Resources Department.~~

~~Employees are evaluated on work-related performance including quantity and quality of work, general work habits, and other factors directly relating to individual task performance. The performance appraisal must be signed by the employee, the supervisor preparing the appraisal, and must continue through the chain of management to the department head, elected official, or designee.~~

~~The employee performance appraisal is intended to be and must be an honest and complete assessment of an employee's job performance. The supervisor must use the performance appraisal to make note of both the positives and the negatives related to an employee's performance, and should make specific note of any challenges and deficiencies in performance. The performance appraisal should also set forth a plan for improvement of employee performance where appropriate. Failure by the supervisor and/or department head to honestly assess and record an employee's job performance during a performance appraisal can give rise to difficulties where disciplinary action is later warranted or where disciplinary action is challenged by an employee under Macon Bibb County's Employee Problem Solving Procedure.~~

DEFINITIONS

- **Employee:** All full-time permanent and part-time permanent employees on the payroll of Macon-Bibb County.
- **MBCG Performance Review Form:** The performance evaluation form to be completed on each MBCG full-time and part-time employee.
- **Merit Step Increase:** The pay increase granted per salary increase schedule if an employee's performance has met satisfactory or above performance standards and if the Mayor and County Commission have approved such increases for the requisite fiscal year.
- **Pay Change Period for Merit Step Increase:** Merit increases will be made effective during the pay period in which the merit step date falls if the department head has the MBCG Performance Review form completed and turned in to the Human Resources Department by the first day of the month in which the merit step date falls. This period occurs after successful completion of the requisite six (6) month probationary period and annually thereafter, unless the employee is promoted into a new position or the merit increase is held.
- **Satisfactory Performance Standard:** When an employee is performing the duties and responsibilities for his or her job at the level of efficiency for which he or she is being paid to perform.
- **Unsatisfactory Performance:** When the employee is not meeting the performance standards required for the compensation being paid.
- **Above Satisfactory Performance:** When an employee is exceeding the performance standards of a satisfactory performer. The type of performance should be noted in the comments section of the MBCG Performance Review form.

Performance Evaluation Procedures

Each party involved in the process of evaluating an employee's job performance has specific responsibilities, which are outlined below:

- **Evaluating supervisor:** The immediate supervisor is responsible for determining and apprising the employee of the performance requirements established for the position, assigning work to the employee, developing the employee's capabilities on the job and evaluating the employee's overall performance. The supervisor establishes and/or monitors the performance requirements and (a) compares the employee's actual performance with the performance requirements of the job and pay received for performing the duties spelled out in the position description, (b) discusses the results of the employee performance evaluation with the employee, (c) plans with the employee for needed improvements or job development of activities that will help the employee grow in the position, (d) completes the MBCG Performance Evaluation form before the employee step date and (e) forward completed evaluation form to the next level supervisor or to the department head.
- **Department head:** (a) Directs the implementation of the employee performance evaluation plan within their department, (b) reviews the performance evaluation submitted for consistency and adherence to this employee performance guideline, (c) follows up to see that each employee is evaluated and that the evaluation has been discussed with the employee and (d) maintains the discipline necessary to ensure the employee's performance evaluation is meaningful and that employees who are in disagreement with their evaluation are given an opportunity to discuss it with not only the supervisor but their department head. Employee evaluations cannot be changed without the concurrence of the evaluating supervisor. "Department head" includes elected officials, appointed officials, and other MBCG officials.
- **Employee:** The employee is responsible for (a) working cooperatively and diligently to perform his or her job to the best of his or her ability, (b) requesting clarification of his or her evaluating supervisor if any work requirements or standards are not understood by the employee, (c) informing the evaluating supervisor of any special

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- ~~factors or circumstances that should be considered in evaluating his or her performance, (d) accepting constructive suggestions given by the evaluating supervisor or department head for the improvement of the employee's overall performance.~~
- **Human Resources Department:** Reviews all evaluations for conformity to guidelines; processes merit step increase requests provided that a performance in which merit step increase is eligible for consideration.

Evaluation Period

~~Evaluations are normally based on observation of actual performance on the job for a one-year period, with the exception of the performance evaluation conducted after completion of the first six (6) months of service with Macon Bibb County, or first six (6) months of working in a new position.~~

~~Evaluations should be completed before the end of the evaluation period no later than fifteen (15) days before the step increase is due.~~

~~Because of such events as shift assignment, new supervisor, etc., the employee may have been under the direction of more than one (1) supervisor during the evaluation period. In this instance, the involved supervisors should jointly evaluate (if possible) and sign the evaluation form.~~

~~New employees who have completed six (6) continuous months of service (probationary period) are eligible to receive their first merit step increase at the end of this six (6) month period, provided the Mayor and County Commission have approved merit increases for that fiscal year and their performance has been rated as satisfactory or above.~~

SPECIAL NOTE: *It is the responsibility of all supervisors to constantly work with, correct and advise their employees of their performance status. The rating received and the comments made on the employee evaluation form should not come as a surprise to the employee. It is a responsibility of the supervisor and/or department head to assist his or her employees in developing to their fullest potential.*

Failure to Perform

Employees who do not meet Macon-Bibb County's performance standards must be verbally counseled and warned in writing, either by completion of a MBCG Performance Review Form or by writing a warning letter, to inform them that their failure to perform must be corrected. The supervisor should discuss with the employee the areas where the improvements are needed, set time schedules and goals for improvement and then review with the employee at that time his or her job performance. If the employee consistently fails to come up to standards, he /she should be warned in writing that he/she has a designated time period to improve performance or they will face disciplinary action or termination from employment.

Supervisors must maintain records on all employee discussions, agreements, time schedules, disciplinary action, etc., with copies to be sent to the Human Resources Department for the employee's personnel file. These supervisor practices reflect good management, constructive oversight of employee performance, and good labor relations.

Termination Based on Failure to Perform:

Before an employee is terminated based on failure to perform, the supervisor and/or department head should review all facts and agree that such action has been thoroughly documented and is permissible under the regulations of local, state and Federal law. At this point, it is advisable that the department head should consult the Human Resources Director for his/her concurrence on the termination action.

REHIRE POLICY

A. Eligibility Periods for Rehire Upon separation from employment, every employee shall be immediately classified with respect to their eligibility for rehire with MBCG. In general, rehire eligibility should be classified according to one of the following time frames:

- 1. Eligible** – The employee is immediately eligible for rehire for any position in MBCG for which they are qualified.
- 2. Indefinite Ineligibility** – The employee is not eligible for rehire for an indefinite period of time. This classification should be used when there is something pending which, because of its uncertain outcome or duration, would be impossible to make a determination at the time of separation. The specific

circumstances supporting an indefinite ineligibility should be well documents with the separation records, and upon the eventual termination of the pending matter, a new determination as to eligibility can be made based on the outcome of the matter.

For example: If an employee is arrested for a serious crime, and is going to trial to fight the charge, it may take a year or more for the trial to come. In that case, the employee would be separated. If the employee is acquitted of the crime, they may be eligible to reapply and return to work, whereas if the employee were convicted of the crime, they might not be. Because of this, the employee should be classified as indefinite ineligibility, and the circumstances of the employee's arrest and charges should be document. After the employee's trial, if the employee reapplies to work from MBCG, then the indefinite ineligibility can be reconsidered and a new classification can be given.

3. **One Year of Ineligibility** – In cases where an employee separates from employment under circumstances where, at the time of separation, the employee may pose a risk of creating or contributing to things like poor performance, carelessness, interpersonal issues, inefficiency, ineffectiveness, or harm to the operations of MBCG or any department or employee thereof, but there is a reasonable possibility that the employee might, with additional experience, education, maturity, or training, be able to return in the future and perform as an effective employee, then the employee should be classified as ineligible for rehire for a period of one year from the date of separation.
4. **Permanent Ineligibility** – In cases where an employee separates from employment as a result of extreme, threatening, violent, criminal, or dangerous circumstances; or as a result of sexual misconduct, mistreatment of vulnerable persons, or children or animals; or as a result of violating one of MBCG's zero-tolerance policies, then the employee should generally be considered permanently ineligible for rehire with MBCG. In rare cases where permanent ineligibility may otherwise be called for, exceptional mitigating circumstances may allow for indefinite or other terms of ineligibility instead.
5. **Other Ineligibility Period** – In general, the preceding four classifications should adequately address the rehire eligibility limitations of nearly all separated employees. If there is an unusual circumstance that is not adequately addressed by one of the preceding classifications, then MBCG shall

have the ability to impose any other term of rehire ineligibility on any separated employee.

B. Cause Not Required – Determinations for eligibility for rehire may be made for any lawful reason or no reason at all. No degree of cause or justification shall be required to impose a period of ineligibility for rehire on any person, or to impose permanent ineligibility for rehire.

C. Classification Procedure – Whenever any employee separates from employment with MBCG, regardless of the circumstances of the separation, the employee's supervisor, manager, or department head shall complete a personnel action form and shall make a recommendation as to the employee's eligibility for rehire. Employees who separate from employment on good terms shall be considered eligible for rehire, and a determination that the employee is eligible for rehire after separating on good terms should not generally require any further review.

If a supervisor, manager, or department head recommends any period of ineligibility for rehire, then that shall be considered a reviewable disciplinary action, and referred to the personnel action review team for handling according to its usual procedure.

D. Eligibility Determinations Binding – Any determination of eligibility for rehire which is made for any person separating from employment on or after July 1, 2023, shall be binding upon MBCG for as long as this policy remains in effect. No MBCG department or office shall be permitted to hire any person in any capacity while that person is under a determination of ineligibility for rehire. Any job offers made in ignorance of a person's status as being ineligible for rehire shall be void and may be revoked immediately upon discovery of the error, including any time after the employee begins working as a rehire pursuant to such job offer.

This rehire policy will not be binding on state officers or constitutional officers, provided that if any former employee applies through Human Resources for any position with a state officer or constitutional officer, then the hiring office shall still provide the notification to the hiring officer as required under this policy, but the hiring officer may exercise their discretion to hire notwithstanding a determination of ineligibility for rehire.

E. Notification of Eligibility Status – It shall be the duty of the Human Resources department to verify for every job applicant for every position within MBCG (1) whether the applicant has ever worked for MBCG or any other office serviced by the MBCG Human Resources Department previously; and (2) if so, whether the applicant is eligible for rehire.

For any applicant who has worked for MBCG or any other officer serviced by the MBCG Human Resources Department:

1. If they are eligible for rehire, then Human Resources shall attach a copy of that applicant's personnel file to the submitted application prior to delivering the application to the hiring department; and
2. If they are ineligible for rehire for an indefinite period of time, and the employee has not applied for any position in MBCG in the previous twelve months, then Human Resources shall refer the application to the personnel action review team to determine whether circumstances have changed sufficiently to allow the former employee to be reclassified as either eligible for rehire or ineligible for rehire for a definite period of time. If they have, then the employee's rehire status shall be reclassified according to the new determination. If circumstances have not changed sufficiently to allow reclassification, or if the employee has applied for any position in MBCG within the previous twelve months, then Human Resources shall notify the hiring department that an application was received by the named individual applicant, but that it was screened out of the application pool because the applicant is ineligible for rehire for an indefinite duration, and describe the circumstances that were the basis for the indefinite ineligibility determination.
3. If they are not eligible for rehire for a definite period of time, then Human Resources shall notify the hiring department that an application was received by the named individual applicant, but that it was screened out of the application pool because the applicant is ineligible for rehire, and shall state the duration or date when the applicant would become eligible for rehire again.

F. Review of Indefinite Ineligibility – Any former employee who was classified at separation as being ineligible for rehire for an indefinite period of time may contact Human Resources no more than one time per consecutive twelve-month period to request a review of their ineligibility classification. If the employee has applied for any position within MBCG within the previous twelve months, where a review of

the employee's eligibility classification was performed, then that review shall count towards the once-per-twelve-months limit stated in this policy. When making such a request, the former employee should provide Human Resources with any pertinent records or other information that might show that the circumstances supporting indefinite ineligibility have resolved, and what the outcome of the circumstances was. Upon receiving such a request, Human Resources shall refer the matter to the personnel action review team to consider in accordance with its usual process, and then report the results of that consideration back to the former employee.

G. Periodic Review of Indefinite Ineligibility Not Required – Except in cases where an indefinitely ineligible former employee actually applies for a position within MBCG, or requests reconsideration in accordance with this policy, there is no need for the personnel action review team to review any classification of indefinite ineligibility previously imposed.

MANAGERIAL AUTHORITY OF
MBCG DIRECTORS AND OFFICERS

Department directors and county officers are expected and required to manage their departments in a manner that complies with all applicable federal, state, and local laws and regulations, as well as any policy directives, goals, or priorities established by the Commission, Mayor, or County Manager.

Subject to the foregoing, department directors and county officers are authorized to exercise broad general discretion over all operations and labor under their charge. This could include policies addressing the time, place, and manner in which any assignment is carried out; the allocation of work among employees in a manner that is consistent with their job duties; or other policies generally dealing with the management of any component or components of the operations or labor within their individual department or office, or any subunit thereof.

Where no policies or laws govern a particular component of any department's or office's operations, the director or county officer may adopt or change a policy applicable to everyone in their department or office whenever they feel that it is necessary to do so. Department directors or county officers may also delegate policymaking authority, generally or on specific subjects or issues, to subordinates in their discretion.

All employees are required to follow the policies of the department director or county officer under whom they work, provided that employees shall not be disciplined for failing to follow policies which they did not know about and did not have reason to know about.

Whenever any authorized policymaker makes a new departmental or office policy, or amends an existing policy, that policy should be reduced to writing, communicated to all affected employees, given a reasonable implementation timeline, and recorded in a book or binder or electronic record with all other departmental or office policies.

Policies or practices relating to routine matters or minutiae which can be trained generally as part of normal operations do not need to be reduced to writing and recorded, so long as employees are reasonably trained with respect to those matters.

EVALUATION OF EMPLOYEE PERFORMANCE

This policy applies to all full-time and part-time MBCG employees.

MBCG has established a uniform method of evaluating an employee's job performance for the purpose of employee development. Official performance appraisals for both full-time and part-time employees will be completed as scheduled by Human Resources.

Managers or supervisors may choose to delay an employee's official performance appraisal if the employee has been absent or on leave for a significant period of time during the relevant review period. Any such decision to delay a performance appraisal should be communicated to the Human Resources Department.

Employees are evaluated on work-related performance including quantity and quality of work, general work habits, and other factors directly relating to individual task performance. The performance appraisal must be signed by the employee, the supervisor preparing the appraisal, and must continue through the chain of management to the department head, elected official, or designee.

The employee performance appraisal is intended to be and must be an honest and complete assessment of an employee's job performance. The supervisor must use the performance appraisal to make note of both the positives and the negatives related to an employee's performance, and should make specific note of any challenges and deficiencies in performance. The performance appraisal should also set forth a plan for improvement of employee performance where appropriate. Failure by the supervisor and/or department head to honestly assess and record an employee's job performance during a performance appraisal can give rise to difficulties where an objective review of the employee's performance history may be needed for other purposes later in the employee's career.

DEFINITIONS

- **Employee:** All full-time and part-time employees on the payroll of Macon-Bibb County who have been employed with Macon-Bibb County for more than six months.
- **MBCG Performance Review Form:** The performance evaluation form to be completed on each MBCG full-time and part-time employee.

- **Satisfactory Performance Standard:** When an employee is performing the duties and responsibilities for his or her job at the level of efficiency for which he or she is being paid to perform.
- **Unsatisfactory Performance:** When the employee is not meeting the performance standards required for the compensation being paid.
- **Above Satisfactory Performance:** When an employee is exceeding the performance standards of a satisfactory performer. The type of performance should be noted in the comments section of the MBCG Performance Review form.

Performance Evaluation Procedures

Each party involved in the process of evaluating an employee's job performance has specific responsibilities, which are outlined below:

- **Evaluating supervisor:** The immediate supervisor is responsible for determining and apprising the employee of the performance requirements established for the position, assigning work to the employee, developing the employee's capabilities on the job and evaluating the employee's overall performance. The supervisor establishes and/or monitors the performance requirements and (a) compares the employee's actual performance with the performance requirements of the job and pay received for performing the duties spelled out in the position description, (b) discusses the results of the employee performance evaluation with the employee, (c) plans with the employee for needed improvements or job development of activities that will help the employee grow in the position, (d) completes the MBCG Performance Evaluation form before the employee step date and (e) forwards the completed evaluation form to the next level supervisor or to the department head.
- **Department head:** (a) Directs the implementation of the employee performance evaluation plan within their department, (b) reviews the performance evaluation submitted for consistency and adherence to this employee performance guideline, (c) follows up to see that each employee is evaluated and that the evaluation has been discussed with the employee and (d) maintains the discipline necessary to ensure the employee's performance evaluation is meaningful and that employees who are in disagreement with their evaluation are given an opportunity to discuss it with not only the supervisor but their department head. Employee evaluations cannot be changed without the concurrence of the evaluating supervisor. "Department head" includes elected officials, appointed officials, and other MBCG officials.

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- **Employee:** The employee is responsible for (a) working cooperatively and diligently to perform his or her job to the best of his or her ability, (b) requesting clarification of his or her evaluating supervisor if any work requirements or standards are not understood by the employee, (c) informing the evaluating supervisor of any special factors or circumstances that should be considered in evaluating his or her performance, and (d) accepting constructive suggestions given by the evaluating supervisor or department head for the improvement of the employee's overall performance.
- **Human Resources Department:** Reviews all evaluations for conformity to guidelines.

Evaluation Period

Evaluations are normally based on observation of actual performance on the job for a one-year period, with the exception of the performance evaluation conducted after completion of the first six (6) months of service with Macon Bibb County, or first six (6) months of working in a new position.

Because of such events as shift assignment, new supervisor, etc., the employee may have been under the direction of more than one (1) supervisor during the evaluation period. In this instance, the involved supervisors should jointly evaluate (if possible) and sign the evaluation form.

SPECIAL NOTE: *It is the responsibility of all supervisors to constantly work with, correct and advise their employees of their performance status. The rating received and the comments made on the employee evaluation form should not come as a surprise to the employee. It is a responsibility of the supervisor and./or department head to assist his or her employees in developing to their fullest potential.*

Discussing Performance Issues During Evaluations

Except in the case of very recent events, supervisors should not wait until performance evaluations are given to offer employees with performance deficiencies corrective counseling or assistance. During performance reviews, supervisors should review past issues that have been discussed with the employee over the evaluation period, and should give the employee feedback with respect to their progress towards demonstrating the improvements required.

Supervisors must maintain records on all employee discussions, agreements, time schedules, disciplinary action, etc., with copies to be sent to the Human Resources Department for the employee's personnel file. These supervisor practices reflect good management, constructive oversight of employee performance, and good labor relations.

EXHIBIT B

**ELECTION OF COVERAGE BY A CONSTITUTIONAL
OFFICER OR INDEPENDENT ELECTED OFFICIAL**

I hereby make the following election regarding the MBCG Policies and Procedures Manual (select ONE):

- ☐ I elect to have the employees of my office be governed by and subject to all terms of the MBCG Policies and Procedures Manual; **OR**
- ☐ I elect to have the employees of my office be governed by and subject to the terms of the MBCG Policies and Procedures Manual, **EXCEPT** the sections relating to hiring or, discipline, ~~and the MBCG Employee Problem Solving (grievance) Procedure~~; **OR**
- ☐ I elect **NOT** to have the employees of my office be governed by and subject to the terms of the MBCG Policies and Procedures Manual. I understand that by making this election, MBCG is not responsible for administering any employment policies and procedures of my office.

Signature

Printed Name

Elected Office

Date

OPEN DOOR POLICY

The MBCG strives to provide its employees with an excellent work environment. Although most problems may and should be resolved in discussion with employees and their immediate supervisor, it is MBCG's policy that MBCG employees may speak with their supervisors, follow the chain of command and any Human Resources Representative with concerns, complaints, or suggestions at any time. The purpose of this "open door" policy is to encourage open communication, feedback, and discussion of any matter of importance to our employees.

The Human Resources staff is dedicated to listening to employee concerns, investigating facts and circumstances surrounding a situation, and assisting employees and their managers with a solution that is acceptable to all parties. Where appropriate, another staff member may be assigned to address the issue brought to the attention of the Human Resources Department. In some instances, employee concerns may be eligible for the grievance procedure described in [this ~~Manuale~~ Employee Problem Solving Procedure, Section 4.02](#).

While employees of Constitutional Officers and independent elected officials are not covered under this Policies and Procedures Manual, unless such officers or officials in accordance with this Manual have opted into coverage for their employees, they are covered by all applicable federal and state laws, including those governing equal opportunity and non-discrimination. If applicants or employees of Constitutional Officers or independent elected officials desire to determine whether a particular officer or official has opted into coverage under this Manual, they may do so by contacting the MBCG Human Resources Department.

CLASSIFICATION OF EMPLOYEES

The MBCG classifies employees based upon conditions of employment. Classifications are used for compensation and benefit purposes. The following classifications characterize all persons working for MBCG:

Full-time: Employees with a recurring work schedule of a minimum of thirty (30) hours per week; paid through MBCG payroll.

Part-time: Employees with recurring work schedule with designated hours totaling less than thirty (30) hours per week; paid through MBCG payroll. Part-time employees may be terminated at any time with no appeal rights.

Probationary: ~~An employee who is being considered for full time status is classified as a probationary employee. The purpose of the probationary period is to provide a trial period for the employee to learn the job and for the supervisor to observe and evaluate the employee's performance. All probationary employees are excluded from the employee problem solving procedure and may be discharged without cause. Any new employee of MBCG shall be on a probationary period of employment for six (6) months. Any new employee of the Bibb County Sheriff's Office hired as a Deputy or Corrections Officer and any new employee of the Macon-Bibb County Fire Department shall be on a probationary period of employment for eighteen (18) months.~~

Transfer: An employee who transfers from one position to another position within MBCG. ~~Transfer employees are subject to a six (6) month probationary period, but will be eligible to participate in MBCG's Employee Problem Solving Procedure during those six (6) months.~~

Seasonal: Employees hired on a temporary basis for a period of time to cover duties which only occur during parts of the year; paid through MBCG payroll or through temporary employment payroll service. ~~Seasonal employees may be terminated at any time with no appeal right under the employee problem solving procedure.~~

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Temporary or contract: Persons hired on a temporary basis to handle excess workloads, special projects, or to provide for a short-term need. These persons are generally hired by Human Resources through a temporary personnel agency. Contract employees must furnish an Employee Identification Number (EIN) with their invoices, and must meet all Internal Revenue Service (IRS) guidelines for contract employees.

EMPLOYMENT AT WILL

Nothing in these policies is intended to create or establish a contract for employment between MBCG and the employees covered by their terms, nor shall this manual constitute a promise to provide any benefits.

By accepting employment with MBCG, each employee acknowledges that the relationship established is that of employer and employee. To the extent provided for by law, employees of MBCG are at will employees except with respect to those matters governed by the ~~MBCG Employee Problem Solving Procedure, as amended from time to time by the Mayor and County Commission and the~~ MBCG Civil Service Code, MBCG Code Part I, Chapter 7.

Employees of any Constitutional Officer or independent elected official work at the pleasure of that elected official. Sworn personnel of the Bibb County Sheriff's Office are under the Civil Service System. The Macon-Bibb County Fire Department is under the Civil Service System and Board of MBCG, as set forth in Chapter 7, Article II of the MBCG Code of Ordinances, Part I, "Related Laws."

SEPARATION FROM EMPLOYMENT

All separations of employees from positions of employment with MBCG shall be designated as one of the following types, and should be accomplished in the manner indicated:

1. Resignation
2. Disability
3. Retirement
4. Reduction in force
5. Dismissal
6. Death

1. Resignation:

All employees of MBCG who wish to terminate their employment with Bibb County should provide their department head with a minimum of two (2) weeks' notice of their intention to resign, unless the department head has established a policy requiring a longer notice period where work is of a technical nature in the department. The resignation should be forwarded to the Human Resources Director or their designee. An employee who does not provide the required two (2) weeks notification shall have recorded on his/her service record that he/she resigned without giving proper notice, unless the department head approves a shorter notice requirement.

Department heads shall have discretion, subject to Equal Employment Opportunity requirements, to terminate any employee's employment immediately upon receipt of a resignation notice if doing so is in the best interest of MBCG. Department heads shall have discretion, subject to Equal Employment Opportunity requirements, to place any employee on up to two weeks' paid administrative leave immediately upon receipt of that employee's resignation notice if doing so is in the best interest of MBCG. Department heads exercising either of the discretionary powers in this paragraph shall advise Human Resources and the County Manager promptly of their intent to do so.

After an employee's resignation has been submitted, if the employee's general attitude, punctuality, and overall job performance levels decline, the department head will make the resignation effective immediately. In accordance with MBCG's attendance policies, three (3) consecutive days of unreported or unauthorized absence from work will be deemed as compulsory resignation due to job abandonment.

2. Disability:

An employee may be separated from his/her employment for disability when the employee is not able to perform the required job duties because of a physical or mental

impairment. Request for disability retirement may be initiated by the employee or by MBCG, but in all cases it must be supported by certified medical evidence so specified by a licensed, competent physician. MBCG has discretion to require an examination at its expense by a designated physician of the MBCG's choice. Before an employee may be separated for disability, the department head and Human Resources Director should make reasonable efforts to locate an alternative position of employment for which the employee may be suited; determine eligibility for long-term disability benefits under MBCG's health and welfare plan; or determine eligibility for disability retirement under MBCG's pension plan.

3. Light Duty:

Where an employee under medical care provides their supervisor, their department head, or Human Resources with instructions from a licensed medical practitioner stating that the employee may not work under their normal working conditions, or that their work is subject to performance limitations or restrictions for a period that is not expected to exceed six months, then the employee will be considered for a light duty work assignment based on the needs of the employee's department and the extent of the employee's abilities and limitations. If no light duty assignment can be provided, then the employee may instead be placed on medical leave. Nothing in this paragraph shall be construed as guaranteeing or giving any employee a right to receive a light duty assignment or medical leave other than to the extent required under Federal or State law.

If at any time the limitations are expected to last for longer than six months, or actually last for longer than six months, then the employee and the MBCG shall consider available accommodations for the employee under the Americans with Disabilities Act.

4. Retirement:

Employees who are participating in one of MBCG's defined benefit plans may choose to retire in accordance with the terms of that employee's plan. The Human Resources Department, or its designee, should be consulted when an employee requests retirement so that all options and details of that employee's retirement plan can be fully explained. An employee who wishes to retire must notify the Human Resources Department at least 60 days prior to the date retirement benefits are expected to begin. Employees who fail to give 60 days' notice may not receive their first benefit check for as long as the first benefits disbursement date following 60 days from the date notice is given.

5. Reduction in Force:

A. Definitions:

1. Reduction in Force (RIF): A separation from a position of employment, a furlough, or a salary reduction of one or more employees.
2. Recall Registry: Registry maintained by Department of Human Resources of separated employees for recall purposes.
3. Full-Time Employee: Employee who works 30 hours per week or more.
4. Part-Time Employee: Employee who works less than 30 hours per week.

B. Procedure

The Macon-Bibb County Commission may approve an Ordinance authorizing a reduction in force for any of the following reasons:

1. Lack of work;
2. Lack of funds;
3. Lack of appropriation of funds;
4. Abolishment of a position;
5. Changes in the duties of a position;
6. Changes in the organization of a department; and/or
7. Any other related reasons that are outside the control of an employee that do not reflect discredit upon the service of an employee.

When it becomes necessary to institute a reduction in force in a department, a division of a department, or a section of a department, employees shall be separated on the basis of the following two (2) factors to be weighed equally: length of service with Macon-Bibb County and the average performance rating for the last three (3) years of service or for the entire period if it is less than three (3) years. Service with Macon-Bibb County shall include previous continuous service with Bibb County or the City of Macon.

The duties performed by an employee separated may be reassigned to other employees already working who hold positions in appropriate classifications. No full-time employee shall be separated while another person in a similar classification is employed as a part-time, seasonal, emergency, temporary or provisional appointment. Those less than full time shall be removed first.

If an employee is scheduled to be separated, the employee shall be offered another position if a vacancy exists and the employee is qualified to fill the position.

The Mayor and County Manager shall determine the extent and application of any reduction in force authorized by the Macon-Bibb County Commission. The Director of Human Resources shall work and assist Department Heads in applying the reduction in force factors to their department. All reduction in force employee lists will be screened by the Director of Human Resources before the reduction in force is implemented.

Notice of such reduction in force shall be issued as far in advance as possible of the actual reduction in force so that affected employees can be adequately informed. Any reduction in force will be in compliance with current federal and state laws (if applicable) and provide sufficient notification to employees who are potentially affected by such decree.

~~An employee dismissed due to reduction in force may appeal to a hearing officer within ten (10) days from the effective date of the action. This appeal request must be filed in writing with the Human Resources Department. Such appeal shall be filed and heard in accordance with the procedures set out in Section 4.02 governing the Employee Problem Solving Procedure; however, the right of review by the hearing officer shall be limited in scope to whether the dismissal was in fact due to lack of work, lack of funds, lack of appropriation funds, abolishment of the position or for other material changes in the duties of the position or the organization of the department.~~

C. Bumping Rights

Employees who are designated for separation from employment may exercise (at their discretion) the right to bump back into the classification from which they were promoted, provided:

1. The position desired is within the affected area of separation. (Department, Division, or Section.)
2. The position is occupied by an employee with fewer retention rights.
3. The “bumped” employee will be separated.

D. Reassignment of Affected Employee

Employees vulnerable to separation may be reassigned to other open positions within Macon-Bibb County Government for which they are qualified. Refusal to accept reassignment to a “reasonably comparable kind” of position prohibits the separated employee from receiving any benefits described elsewhere in this Reduction in Force guideline.

E. Employees on Sick Leave, Injury Leave, or Leave of Absence

These employees will be treated in the same manner as those employees who are not absent when they are subject to separation from employment. They will be placed on the recall registry in order of seniority.

F. Use of Reduction in Force for Disciplinary Purposes

Use of reduction in force procedure to discipline employees with performance problems is prohibited. Employees with performance problems may incidentally be separated as a result of their position on a reduction in force list and in accordance with the rules of this guideline, but only for the purpose of economy --- not discipline.

G. Special Training, Skills, or Abilities Retention

When a Department Director believes that a certain individual is essential to the efficient operation of the department or organizational unit, because of special skills or abilities, and the Department Director wishes to retain this individual in preference to a person using the order prescribed above, the Department Director shall submit a written request to the Human Resources Director for permission to do so. This request shall set forth in detail the specific skills and abilities possessed by the individual and the reasons why such individual is essential to the effective operation of the department. With the approval of the Human Resources Director, the individual may be retained.

H. Recall Registry

Employees separated or who have bumped to a lower classification previously promoted from will be placed on a recall registry for the classification held before the reduction in force was implemented. Separated employees not recalled within two years from date of layoff will be removed from the registry.

I. Pension Rights

Employees who are fully or partially vested will not lose their eligibility for retirement benefits at the normal or early retirement date.

J. Insurance and Hospital Benefit Continuation

Macon-Bibb County Government will continue the employee's participation in any employee health or insurance or benefit plans for two (2) bi-weekly periods (or four weeks)

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after layoff. The employee must make immediate arrangements with the Human Resources Department to pay the coverage directly for any dependents. Separated employees must arrange personal coverage before the two (2) bi-weekly pay periods have passed.

K. Exit Interview

A representative of the Human Resources Department will interview every employee designated for layoff. This may be on an individual basis or in groups. The purpose of this exit interview is to explain to the employee his recall rights, unemployment benefits, etc.

L. Annual Leave and Layoff Pay

Separated employees will be paid according to specifications in Section 8.01 of personnel policy. Recalled employees will have a new annual leave eligibility date without loss of prior years' service.

M. Sick Leave Retention

Separated employees will not receive pay for accumulated sick leave hours. Accumulated sick leave hours will be held in reserve for up to two years and recalled employees will receive credit for those hours.

N. Interrupted Service

Any layoff beyond six (6) months will be considered as interrupted service and will not be used in calculating vacation, sick leave pay, or pension eligibility upon recall. If an employee is recalled within six (6) months from date of layoff, it will be considered as continued service for benefits, etc. calculations.

O. Employee Out-Placement Service

The Human Resources Department may establish an Out-Placement service to assist and advise separated employees in finding employment elsewhere.

P. Sick Leave Retention

Separated employees will not receive pay for accumulated sick leave hours. Accumulated sick leave hours will be held in reserve for up to two (2) years and recalled employees will receive credit for those hours.

Q. Interrupted Service

Any layoff beyond six (6) months will be considered interrupted service and will not be used in calculating vacation, sick leave pay, or pension eligibility upon recall. If an employee is recalled within six (6) months from date of layoff, it will be considered continued service for purposes of benefits, etc. calculations.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

The MBCG government provides, free of charge to its employees, a confidential, professional counseling service. This service is outside of MBCG, and is available to all MBCG employees and their covered dependents. The EAP provides counseling on a variety of issues, including personal problems, family relationships, parental concerns, financial concerns, stress, as well as treatment for alcohol and drug abuse.

The MBCG is not aware of who utilizes the EAP or of anything that is discussed between an EAP counselor and the employee. An employee's job security and promotional opportunities will not be jeopardized as a result of a request for assistance with his/her problems. The goal of the EAP is to provide effective assistance to employees who are currently experiencing, or are at risk of experiencing, personal problems and to help Macon-Bibb County deal more effectively with employees experiencing personal problems which are causing deterioration of job performance. Each employee and dependent is entitled to a set number of visits with a counselor per incident. If the EAP counselor feels the employee would benefit from longer-term counseling, a referral will be made to a provider within MBCG's Preferred Provider network under MBCG health and welfare plan.

If employees' personal problems are causing performance problems at work, the employee's supervisor or manager may request that the employee see an EAP counselor as a condition of continued employment. If this is the case, the employee will sign a release to allow the EAP counselor to confirm to the supervisor or manager that the employee is attending the scheduled sessions and is contributing to solution of his/her problems. The EAP counselor will not reveal the nature of the employee's problems or any issues discussed in the EAP sessions. Employees are encouraged to seek help before their problems affect job performance.

Nothing in this policy shall be interpreted as constituting a waiver of a supervisor or department head's right to take disciplinary action, nor shall the EAP be interpreted as a waiver of the right for any employee to utilize MBCG's [grievance Employee Problem Solving Procedure](#). Brochures about contacting the EAP are available from Human Resources, as well as in various locations throughout the MBCG buildings.

WAGE AND SALARY ADMINISTRATION

It is the policy of MBCG to maintain a wage and salary system which maintains internal and external equity. All wage and salary determinations are made based upon the duties of the position. The Human Resources Department is responsible for wage and salary determinations, job classification and re-classification, changes in job titles, and other compensation-related decisions, contingent upon approval by the MBCG County Commission. The purpose of this written policy is to define the MBCG's pay administration philosophy and to establish a uniform and consistent method for adjusting the compensation and pay received by the employees of MBCG.

Definitions

- **Pay grade:** Letter assigned to each position in the MBCG that identifies its position in the appropriate pay schedule. (Example: Pay Grade A, B, C, NN, OO, PP, etc.)
- **Pay range:** The minimum and maximum pay for the position and all steps in between.
- **Position:** A collection of duties and responsibilities performed by an employee that has been assigned a classification title and pay grade.
- **Classification title:** The approved title assigned to a position in the MBCG's organizational structure.
- **Job code:** A three-digit number assigned to all classification titles in the MBCG's organization for control and identification purposes.
- **Merit step increase:** Pay increase granted per schedule if work has met satisfactory performance standards if approved by the County Commission for that fiscal year.
- **Starting salary or pay:** Initial salary or pay received by a new employee at the beginning of his/her employment.
- **Promotional increase:** The increase received at the time an employee moves at least one pay grade to a different classification than his or her present pay grade.
- **Demotion decrease:** The decreased pay received after an employee has been demoted at least one pay grade to a different classification below his or her present pay grade.
- **Full-time employee:** An employee with regularly scheduled work hours of 30 hours or more per week.

- **Part-time employee:** An employee with regularly scheduled work hours of less than 30 hours per week.
- **Temporary employee:** An employee who is working full-time or part-time for a specific stated period. This type of employee knows when his or her job will begin and end before initial employment.
- **Cost of Living Step Increase:** A one-step increase on the MBCG pay scale given to certain employees at the start of each fiscal year, if approved during the budgetary processes of the MBCG. Such increases are not tied to employee performance, but are not available to employees who have attained the highest step level within their pay grade, and are not available to employees whose salaries are otherwise set by operation of law.

Responsibilities

- **County Commission**
Reviews and approves compensation or reclassification recommendations from department heads.
- **Department Heads**
 1. Prepare compensation recommendations or reclassification recommendations for personnel under their direct supervision.
 2. Assure that all supervisors and employees in the department are aware of the pay policy.
 3. Recommend and/or approve promotions, merit step increases and demotions for employees.
- **Director of Human Resources**
 1. Reviews all compensation decisions prior to their being announced and advises department heads and/or Human Resources Committee of the inconsistencies in decisions.
 2. Reviews all compensation adjustments starting salaries or reclassifications before they are implemented and advises department heads and/or Human Resources Committee of inconsistencies in decisions.
 3. Reviews all proposed merit step increases, cost of living step increases, promotions, demotions, compensations and adjustments for approval.

- **General Salary Administration**

MBCG's employee compensation policy is to pay salaries commensurate with the value of service performed. Each position will be assigned a pay grade which reflects the level of duties and responsibilities performed.

The assignment of positions to pay grades is reviewed periodically to ensure that they correspond to competitive levels of compensation for similar positions in local government and industries.

Recommendations for pay adjustments will be made by the employee's immediate supervisor or department head, reviewed by the Human Resources Director and approved by the Human Resources Committee.

- **Hiring Range**

The Mayor and County Commission has established the first three (3) steps of each grade as the hiring range for the positions associated with that grade in order to provide flexibility in the hiring of exceptionally qualified candidates. Hiring above step 3 in a particular pay grade shall be reviewed by the Human Resources Director and approved by the County Commission.

- **Compensation Program**

A compensation evaluation study (salary survey) will periodically be made for the entire MBCG pay structure, with a goal of conducting such a study at least every three (3) years. Pay ranges and individual compensation may be adjusted as necessary by the MBCG to maintain a competitive compensation program.

- **Merit Step Increases—Non-Promotional**

New employees may be granted one (1) merit step increase at the end of six (6) months continuous service for satisfactory performance if merit increases have been approved by the County Commission for that fiscal year. ~~This first six (6) months of employment is the new employee's probationary period.~~

Step dates will be adjusted to compensate for time loss through any unpaid leave of absence.

Merit step increases are not automatic and will only be approved for employees whose yearly written MBCG Review form identifies them as satisfactory or above performance. The written evaluation and review form are to be submitted to the Department Human Resources by the first day of the month in which the merit increase is due.

A new employee will be eligible for his or her first merit step increase after the completion of six (6) months of continuous service, if the County Commission has approved merit increases for that fiscal year and if the employee meets all

performance and other requirements. A MBCG Performance Review form must be submitted on each employee whether they are recommended for the merit step or not. This review form must be signed by the employee, the supervisor and the department head and must be reviewed by the Human Resources Director.

Promotional Increases

- **One pay grade promotion:** Compensation or pay will be adjusted to the like step in the new pay grade.
- **Two or more pay grade promotion:** Compensation will be adjusted to the minimum of one step of a one-step increase in the pay grade held before promotion OR to the minimum of the new pay grade, whichever is higher.

NOTE: *Employees promoted will have a new step date coinciding with the date of promotion.*

Reallocation of Positions

- **Reclassifications:** Employees in positions reclassified to a higher pay grade or classification as a result of reclassification study will have their compensation adjusted a minimum of one step increase in their present pay grade or to the minimum of the new pay grade, whichever is greater.
- **Realignment of positions:** When positions are realigned to different pay grades or classifications for organization of pay plan purposes, the employees will be placed in the step in the new pay grade which continues his or her present hourly rate. If no pay step equals the hourly rate the employee presently receives, the employee will be placed in the step, which has the nearest hourly rate to that of the present rate received. Such a rate must receive concurrence of both the department head and the Human Resources Director.

NOTE: *Employees reclassified and placed above step one of a pay grade will retain the same step date held previously.*

Demoted Employee's Pay

Employees demoted for cause to positions for which they are qualified will have their compensation adjusted to the hourly wage rate of the step in the lower pay grade which is equal to one step less than the step the employee holds in his or her present pay grade.

NOTE: *Employees demoted for cause will have a new step date coinciding with the date of the demotion.*

Transfers

An employee transferring from one position classification to another position classification will continue to be paid at their present rate of pay or at step one of the new position, whichever is higher.

NOTE: *Transferred employees will retain their same step date.*

Unsatisfactory Performance Pay

An employee whose performance is not satisfactory (after the employee has been appropriately counseled and warned) may have his or her pay decreased by one step in his or her present pay grade.

An employee whose pay is reduced should be given a maximum of 90 days to bring his or her performance to a standard at which time his or her pay will be returned to the level held prior to decrease. Employees who cannot or do not improve in the time period stipulated should be considered for demotion or possible termination.

When an employee's merit step increase is due and the employee is evaluated as an unsatisfactory performer, the employee is not eligible for an annual merit increase. Department heads must receive the concurrence of the Director of Human Resources before reducing employee's pay due to unsatisfactory performance.

Temporary Appointments

A temporary appointment to a position of a higher pay grade will be considered a training assignment if the appointment is for less than two (2) calendar months/60 days and no pay increase will be granted. Appointments for periods in excess of two (2) calendar months/ 60 days may receive a promotional increase per the pay administration guideline if the department head makes a written request to the Human Resources Department and the Human Resources Committee approves such action. All appointed positions of the MBCG are eligible for promotion immediately upon the approval of the Mayor and County Commission.

Other Provisions

Retroactive pay adjustments will not be permitted without the concurrence of the Human Resources Director.

Merit step increases shall be effective for the pay period in which the merit review date falls, if the MBCG Performance Review form is returned to the Human Resources Department by the first day of the month in which the merit review date falls. Annual merit review increases for all MBCG employees are subject to approval by the County Commission during budget hearings for each fiscal year.

ANNUAL LEAVE

The MBCG employees in the full-time classification will receive an annual leave accrual, the amount of which is based upon tenure with MBCG. The total amount of annual leave hours accrued, less any annual leave used by the employee, will determine how much annual leave time the employee has available for use where time off from work has been approved by his/her supervisor, manager or department head. To receive the requisite accrual of vacation time the employee must be paid for at least twenty-four hours during the work week in question.

The MBCG recognizes that annual leave is important to an employee's morale, productivity, and well-being. Employees are encouraged to take their earned annual leave each year at the time best-suited to their department's work schedule. Due to seasonal operations of some departments, annual leave can be granted only during certain times of the year.

Annual leave will be scheduled at the convenience of the department involved, and longer service employees will be granted preference in the event of conflicting leave requests. Employees having more than forty (40) hours of annual leave accrued who wish to take the annual leave in separate weeks will receive seniority consideration for only the first selection of week(s). All other annual leave will be scheduled at the convenience of the department and will not displace less senior employees before those employees have had the opportunity to select their annual leave time unless the department head approves preference for the senior employee's remainder of annual leave. If an official holiday falls within an employee's vacation period, that day of leave will not be charged against the employee's annual leave.

Where possible, the employee should submit his/her annual leave request at least thirty (30) days prior to the date requested. The manager, supervisor, or department head has discretion as to whether the time off from work will be permitted, and as to whether annual leave will be awarded where less than thirty (30) days' notice has been provided by the employee.

Annual leave entitlement is paid at the rate of pay received at the time of the leave (normal hourly wage) but not including overtime pay. Employees (or their supervisor if the employee is unavailable) will record on the weekly time sheet any annual leave taken. Employees working on a compressed work week schedule will record ten (10) hours for each day of annual leave taken; all others will record eight (8) hours for each day of annual leave taken. This does not apply during a week in which a holiday recognized by MBCG falls; all employees work eight (8) hour days during holiday weeks.

If an employee records annual leave on his/her weekly time sheet and the employee does not have an annual leave balance to cover such leave, the leave will be charged to any banked compensatory time to cover the leave. If the employee has no accrued annual leave or banked compensatory time, the leave will be unpaid. Unpaid leave cannot be taken where an employee has an existing annual leave balance.

Negative balances of annual leave hours will not be allowed. Annual leave cannot be used until the week following the week in which the accrual was earned. No more than 480 hours of accumulated annual leave may be carried over into the next calendar year for all employees except firefighters. No more than 720 hours of annual leave may be carried over into the next calendar year for firefighters who work a 60 hours week. For employees participating in the Bibb County Pre May 2011 Pension Plan, all annual leave hours in excess of 480 hours on December 31st of each year will be credited toward “service time” when calculating the employee’s pension benefit. Former City of Macon sworn employees hired prior to 1977 leave accumulation will remain the same, but will follow the new accrual rates. On December 31 of the requisite year, for employees not in the Bibb County Pre May 2011 Pension Plan, any hours over 480 (720 where applicable) will be lost. During the year an employee retires or terminates employment with MBCG, he/she will be paid for the full balance of hours, including any accrued over the 480 hours carried over from the previous year. No former City of Macon employee will have vacation leave applied to service time at retirement. Accrued annual leave may be used in lieu of sick leave when an employee’s sick leave has been exhausted. For exempt employees, annual leave should not be used—or marked on the employee time sheet—in less than full day increments in the absence of extenuating circumstances. If a non-exempt employee takes a full day off from work for annual leave, he/she is not permitted to “make up” the time by working additional hours during the work week or on the weekend.

Department heads have discretion to approve use of annual leave for employees to take immediate family members to a physician, or to care for immediate family members who are ill or hospitalized if the employee does not have banked compensatory time (where applicable). For purposes of this policy, immediate family members are parent, step-parent, spouse, child or step-child.

The MBCG appointed officials must request annual leave time from the County Manager or the Mayor, and must receive approval in advance of taking any such leave.

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New full-time employees do not accrue annual leave for the first six (6) months of employment, but, upon completing six months of employment, satisfactory completion of their probationary period will be awarded 40 hours of annual leave (1 week). Annual leave may not be taken during the first six (6) months of employment. Annual leave accrual for an employee who is rehired more than six (6) months following the date of termination of employment will be treated the same as annual leave accrual for any newly hired employee. Annual leave accrual for an employee reinstated to a position of employment with MBCG within six (6) months of the date of termination of employment will return to the rate of accrual previously in effect.

Each week after the first six (6) months of service, a full-time MBCG employee accumulates annual leave on the following schedule:

Accrued Leave	Work Days	Hours Per Week	Hours Per Pay Period	Sworn Firefighter (60 hours per week)
6 months to 5 years	10	1.54	3.08	4.62
5 years to 10 years	12	1.85	3.70	5.55
10 years to 15 years	15	2.31	4.62	6.93
15 years to 20 years	20	3.08	6.16	9.24
20 years plus	25	3.85	7.70	11.55

The “20 years plus” accrual rate will not be available to former Bibb County and City of Macon employees hired after May 1, 2011.

Employees terminating employment with MBCG after six (6) months of service will be paid their annual leave entitlement in one lump sum, on the pay period following the final pay check. Part-time employees are not eligible for annual leave or accrual of annual leave.

SICK LEAVE BANK

The Macon Bibb County Government (MBCG) offers a sick leave bank for ~~non-probationary~~, full-time employees to use in the event of a non-job related, catastrophic, personal injury or physical or mental illness of an employee of MBCG. Catastrophic injury or illness is defined as a physical or mental illness or injury that requires a leave of absence from work of five (5) or more consecutive work days.

Membership

1. Any full-time ~~non-probationary~~ employee who has accumulated the equivalent of two (2) weeks of sick leave may become a member of the sick leave bank. An initial assessment of one workday of sick leave hours will be made at the time of membership with additional hours assessed as required to maintain the bank. Fifty-four hour per week Fire Department employees will be assessed twelve (12) hours. All other employees will be assessed eight (8) hours as members. All sick leave hours will be deposited into the sick leave bank when an employee becomes a member.
2. Membership is voluntary and must be made by written application. Employees may apply during an enrollment period which will be held once a year. Membership will continue until the employee resigns from participation in the sick leave bank, terminates employment with MBCG, or provides a written request to the Human Resources Department. An employee who resigns membership may be eligible to apply for re-enrollment at the next enrollment period, and, if eligible to re-enroll, such employee will be subject to the same initial assessment of sick leave hours as any new enrollee. All resignations of membership are effective the date of receipt of resignation notice by the Human Resources Department. Employees who resign from membership in the sick leave bank will not be entitled to recoup any leave time previously donated to the sick leave bank. Termination of employment will automatically terminate membership.
3. Membership automatically continues from year to year without application renewal.
4. When the balance of sick leave hours in the bank are exhausted, all members will be assessed the equivalent of one workday of sick leave. Members will be given written notice of the assessment, prior to the payroll in which it is to occur.

If the member has insufficient accumulated sick leave at the time of the assessment, then they will be assessed all accumulated hours plus the first

accrued hours thereafter until the assessment requirement has been met. Deposits into the sick leave bank are not refundable or transferable.

Eligibility for Sick Leave Bank Withdrawals

A member of the sick leave bank may request withdrawal of sick leave from the bank provided that:

1. The member is absent due to a personal physical or mental health illness, non-job related injury or temporary disability that requires the employee to be absent from work for five (5) or more consecutive days. An employee's family illness does not qualify for withdrawal.
2. The member has exhausted all accumulated sick leave and banked compensatory time (where applicable).
3. Annual leave balances do not have to be used unless needed after the exhaustion of the member's annual allotment of sick leave bank hours.
4. The member is not receiving worker's compensation
5. The member has not received any disciplinary actions due to violations of the leave and attendance policies within the last twelve (12) months.

Procedure for Requesting Withdrawals

Requests for withdrawals must meet the following requirements:

1. The request for leave must be accompanied by a written statement signed by a licensed medical or mental health professional verifying the member's physical or mental health illness, injury (non-job related) or temporary disability and attesting to the member's incapacity to performed assigned duties. The statement must be presented at the time of request for withdrawals of hours except in cases where the employee is confined to a hospital or other in-patient physical or mental health treatment center. In case of in-patient confinement, a statement must be sent within ten (10) workdays of the application.
2. Withdrawals from the bank are permitted only where a member will be absent more than five (5) workdays consecutively. Withdrawals from the bank are not permitted for intermittent absences.
3. Members may withdraw up to a maximum of the equivalent of six (6) weeks of leave during a rolling twelve (12) month period. For forty (40) hour per week

employees, the maximum withdrawal is two hundred and forty (240) hours. For fifty-four (54) hour per week employees, the maximum withdrawal is three hundred and twenty-four (324) hours. Members who withdraw the full six (6) weeks are not eligible for another withdrawal until twelve (12) months have passed from the initial withdrawal, and may only withdraw enough hours such that the annual maximum is never exceeded for the most recent twelve (12) calendar months. Sick leave withdrawn and used from the sick leave bank will be paid to the employee at the employee's regular rate of pay, as though the employee used his or her own accumulated sick leave.

4. Withdrawals will be made only in increments necessary to cover the employee's normally scheduled work hours in a pay period.
5. All leave granted but not used by a member must be returned to the bank.
6. If a member is physically or mentally unable to make a request for withdrawal, a family member may file the request on the member's behalf.

Processing the Request

Requests for withdrawals will be processed as follows:

1. Any employee requesting use of sick leave bank time must submit a Sick Leave Withdrawal Request Form to Human Resources along with a written statement signed by a licensed medical or mental health professional.
2. Human Resources will review the request for eligibility and verification and will notify the employee's department head of whether the employee is eligible to use the sick leave bank, and the number of hours of sick leave bank time available to the employee.
3. Employees who meet all eligibility requirements shall be granted a withdrawal of sick leave. Sick leave granted from the bank to and used by a member does not have to be repaid. All members are subject to uniform assessments of sick leave hours as needed to keep the bank sound. Any member who obtains leave based on misstated information or erroneous or false information will be required to repay MBCG for the time granted and will be subject to disciplinary action pursuant to the Conduct and Discipline Guideline.

4. Any employee who returns to work after using sick leave bank time must submit a new Sick Leave Withdrawal Request Form, and have such form approved, before they will be able to use any additional sick leave bank time.

Administration

The Human Resources Director or his/her designee will administer the sick leave bank in accordance with the regulations contained herein. The Human Resources Director or his/her designee has the responsibility of receiving, verifying and acting on requests for membership and withdrawals.

MILITARY LEAVE

The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

USERRA is administered by the Veterans' Employment and Training Service (VETS), and applies to persons who perform duty, voluntarily or involuntarily, in the "uniformed services," which include the Army, Navy, Marine Corps, Air Force, Coast Guard, Public Health Service commissioned corps, and reserve components of each of these services. Federal training or service in the Army National Guard and Air National Guard also gives rise to rights under USERRA. In addition, under the Public Health Security and Bioterrorism Response Act of 2002, certain disaster response work (and authorized training for such work) is considered "service in the uniformed services."

Uniformed services include active duty, active duty training, inactive duty training (such as drills), initial active duty training, and funeral honors duty performed by National Guard and reserve members, as well as the period for which a person is absent from a position of employment for the purpose of an examination to determine fitness to perform any such duty.

USERRA covers nearly all employees, including part-time ~~and probationary~~ employees, and applies to virtually all U.S. employers, regardless of size.

- **Leave of absence generally** – You may take a leave of absence while engaged in the performance of ordered military duty and while going to and returning from such duty. You must give a written request to the department head upon notification of "ordered duty," so that leave to participate in the required training may be granted.
- **Leave of absence while attending service schools** – If you are or become a voluntary member of any force of the organized militia or of any reserve force or reserve component of the armed forces of the United States, you may take a leave of absence while in attendance at any service school conducted by the armed forces of the United States for a period up to and including six (6) months, and while going to and returning from the school. However, you are not entitled to leave in excess of a total of six (6) months during any four-year period.

- **Employment rights** – Time during which you are on military leave shall not constitute an interruption of continuous employment, and you will not be subject to any loss or diminution of time, service, increment (merit increase), vacation, holiday privileges, or any other right or privilege by reason of such absence.

You will be paid your full salary or other compensation for any periods of absence while engaged in the performance of ordered military duty and while going to and returning from duty, not exceeding a total of eighteen (18) days (144 hours total) in any one federal fiscal year.

In the event the Governor of Georgia declares an emergency and orders you to perform military duty as a member of the National Guard, you will be paid your full salary or other compensation during such military service for a period not exceeding thirty (30) days (240 hours total) in any one federal fiscal year.

NOTE: *The military leave requirement does not apply to employees who are employed on a temporary basis.*

- **Reemployment rights** – You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:
 1. You ensure that your employer receives advance written or verbal notice of your service, unless such notice was precluded by military necessity or otherwise impossible or unreasonable;
 2. You have five (5) years or less of cumulative service in the uniformed services while with that particular employer;
 3. You return to work or apply for reemployment in a timely manner after conclusion of the service or have submitted a timely application for reemployment, unless timely return or application was impossible or unreasonable; and
 4. You have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be reemployed in the job that you would have attained had you not been absent for military service (the “escalator” principle), with the same seniority, status and pay, as well as other rights and benefits determined by seniority. Reasonable efforts (such as training or retraining) must be made to enable you to qualify for reemployment. If you cannot qualify for the “escalator” position, you must be

reemployed, if qualified, in any other position that is the nearest approximation to the escalator position and then to the pre-service position.

While you are performing military service, you are deemed to be on a furlough or leave of absence and are entitled to the non-seniority rights accorded other similarly-situated individuals on non-military leaves of absence. The time limits for returning to work are as follows:

1. **Less than 31 days of service:** By the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight (8) hour rest period. If this is impossible or unreasonable through no fault of your own, then as soon as possible.
2. **31 to 180 days:** You must apply for reemployment no later than fourteen (14) days after completion of military service. If this is impossible or unreasonable through no fault of your own, then as soon as possible.
3. **181 days or more:** You must apply for reemployment no later than ninety (90) days after completion of military service.
4. **Absence for any length of time for purposes of an examination to determine your fitness to perform service in the uniformed services:** By the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight (8) hour rest period. If this is impossible or unreasonable through no fault of your own, then as soon as possible.
5. **Service-connected injury or illness:** Reporting or application deadlines are extended for up to two (2) years for persons who are hospitalized or convalescing.

If you fail to report or apply for employment or reemployment within the appropriate period, you do not automatically forfeit your entitlement to your rights and benefits, but will be subject to the MBCG's conduct rules, established policy, and general practices, pertaining to explanations and discipline with respect to absence from scheduled work.

USERRA establishes a five-year cumulative total for military leave with a single employer, with certain exceptions allowed for situations such as call-ups during emergencies, reserve drills, and annually scheduled active duty for training. However, an employee may complete an initial period of active duty that exceeds five (5) years.

An employer is not required to reemploy a person if:

1. The employer's circumstances have so changed as to make such reemployment impossible or unreasonable;
 2. In the case of a person entitled to reemployment under 38 U.S.C. § 4313(a)(3), (a)(4), or (b)(2)(B), such employment would impose an undue hardship on the employer;
 3. The employment from which the person leaves to serve in the uniformed service is for a brief, non-recurrent period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period.
- **Right to be free from discrimination** – If you (1) are a past or present member of the uniformed service; (2) have applied for membership in the uniformed service; or (3) are obligated to serve in the uniformed service – then an employer may not deny you initial employment, reemployment, retention in employment, promotion, or any benefit of employment, because of this status.
 - **Right to be free from retaliation** – An employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.
 - **Health insurance protection** – If you leave your job to perform military service of more than thirty (30) days, you may elect to continue your existing employer-based health plan coverage for you and your dependents for up to twenty-four (24) months while in the military. However, you may be required to pay up to 102% of the full premium. If you leave your job to perform military service of less than thirty-one (31) days, health care coverage is provided as if you had remained employed.

Even if you do not elect to continue coverage during your military service, you have the right to be reinstated under your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

- **Pension plan protection** – USERRA pension protections apply to defined benefit plans and defined contribution plans as well as plans provided under federal or state laws governing pension benefits for government employees. For purposes of pension

plan participation, vesting, and accrual of benefits, USERRA treats military service as continuous service with the employer.

- **Enforcement** – VETS, a division of the U.S. Department of Labor, is authorized to investigate and resolve complaints of USERRA violations.

For assistance in filing a complaint, or for any other information on USERRA, contact VETS at **1-866-4-USA-DOL** or visit its **website** at <http://www.dol.gov/vets>. An interactive online USERRA Advisor can be viewed at <http://www.dol.gov/elaws/userra.htm>.

If you file a complaint with VETS, and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice or the Office of Special Counsel, as applicable, for representation.

You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

- **Penalties/Sanctions** – A court may order an employer to compensate a prevailing claimant for lost wages or benefits. USERRA allows for liquidated damages for “willful” violations.

EXHIBIT C

SECTION 4: PERSONNEL MANAGEMENT

POLICY	NUMBER
Disciplinary and Non-Disciplinary Personnel Actions	4.01
Personnel Action Review	4.02
Rehire Policy	4.03
Managerial Authority of MBCG Directors and Officers	4.04
Evaluation of Employee Performance	4.05

DISCIPLINARY AND NON-DISCIPLINARY PERSONNEL ACTIONS

It is the philosophy of MBCG that effective supervision, employee relations and commitment by employees to adhere to Macon-Bibb County and department policies in conscientious performance of job duties will avoid most matters which necessitate disciplinary action. Supervisors and managers are encouraged to work with Human Resources staff for guidance and assistance in applying disciplinary action. The purpose of Macon-Bibb County and departmental policies, and for disciplinary action imposed for infraction of such policies, is to ensure the rights of all and to secure cooperation, productivity, safety, and orderliness throughout the County for the benefit of the citizens and taxpayers of Macon-Bibb County.

This written disciplinary action policy, and the guidelines and forms of disciplinary action detailed herein, shall not limit, in any way, the absolute discretion of the authorized department head, supervisor, or other official to terminate employment at will except as otherwise limited by law, nor shall the opportunity to impose disciplinary action, up to and including termination of employment, be interpreted as creating a requirement for the specific reason for termination.

Employees of independent elected officials work at the pleasure of the elected official. Employees of Constitutional officers and independent elected officials are not covered by this policy unless the official in whose office they are employed has opted in to full coverage for their employees under this Manual by execution of an Election Form by an Elected Official contained herein. If any employee of a Constitutional officer or independent elected official desires to determine whether a particular official has opted in to this Manual, he/she may do so by contacting the MBCG Human Resources Department.

Sworn Bibb County Sheriff's Office personnel covered under the Bibb County Police Civil Service System and Board, created by an act of Georgia Law, as outlined in the MBCG Code of Ordinances.

Employees who are members of the Mayor's executive staff, including all department heads, are not covered by this policy, and shall work at the pleasure of the Mayor.

A. Disciplinary Action Disciplinary action shall be taken as expeditiously as possible and as soon as a final determination is made that a violation has occurred. This normally should not require more than five (5) days after the occurrence is established or after a determination is made that discipline is to be based on multiple disciplinary actions which have occurred over a five-year period of time. If disciplinary action is delayed for administrative review or investigation purposes, the employee should normally be notified and advised that the imposition of disciplinary action is being

4.01

considered. Notwithstanding anything in this Section 4.01, the failure to adhere strictly to the timing provisions herein, or to any other formalities as to form or notice shall not be a basis for invalidating any disciplinary action taken.

B. Probationary Employees Any former distinction between probationary and non-probationary employees under any prior version of this manual is hereby abolished. All employees of MBCG shall be considered “work at will” employees and both MBCG and the employee shall have the mutual right to terminate the employment relationship at any time, with or without notice, and with or without cause.

C. Purpose The purpose of this disciplinary action policy is to provide general, nonbinding guidance for administration, department heads, managers, and supervisory employees in the discipline of any subordinate employees. Nothing in this section should be construed as giving any employee any protected interest or right in their job or in receiving any particular form of process in the event of a disciplinary or non-disciplinary change of job status.

D. Forms of Discipline Department heads shall have the following options for addressing employee misconduct or taking disciplinary action, including the option to impose more than one form of discipline:

1. Non-disciplinary or disciplinary corrective counseling or referral to training;
2. Documented warning or reprimand;
3. Immediate removal from the workplace for the rest of the day without pay;
4. Reduction of compensation/rank within the range provided in the pay plan;
5. Suspension without pay for up to 10 working days;
6. Temporary or permanent reassignment to a new job position, job location, shift, or schedule, which may be a position at a lower pay grade, or in a different department or sub-departmental unit;
7. Temporary or permanent reduction of hours, including from full-time to part-time;
8. Forfeiture of accrued sick, annual, or other paid leave hours;

9. Demotion of one or more pay grades;
10. Termination of FLSA-Exempt status, if applicable;
11. Termination of employment;
12. Limitation on eligibility for rehire; or
13. Any other form of employee discipline that is proportionate to an employee's misconduct or reasonable in light of the circumstances.

Department heads may delegate authority to assistant department heads, managers, and supervisors as needed, to impose discipline under Options 1, 2, or 3, above, or to recommend higher degrees of discipline to departmental leadership. However, only department heads, or, if authorized, assistant department heads, may impose discipline under Options 4 through 13, above. For purposes of this manual, those methods of discipline provided in Options 1, 2, and 3, shall be referred to as "non-reviewable disciplinary action," while those methods provided in Options 4 through 13 shall be referred to as "reviewable disciplinary action."

No department head or assistant department head shall be authorized to impose any reviewable disciplinary action unless the proposed action is first reviewed by the personnel action review team, as provided herein. Department heads or authorized assistant department heads proposing reviewable disciplinary action may, in their discretion, place the subject employee on paid administrative leave for a period of up to 40 working hours for general employees, or 72 working hours for firefighters to allow time for the personnel action review team to review the matter.

In addition, any employee accused of any threats or acts of violence, sexual assault or misconduct, misconduct involving minors or vulnerable members of the community, abuse of a position of trust, fraud, theft, or compromising physical or technological security systems, shall be placed on indefinite administrative leave until the personnel action review process is completed. Only the first 40 working hours for general employees, or 72 working hours for firefighters shall be given as paid administrative leave, and employees who must remain on leave beyond that time will be required to either take unpaid leave or use accrued annual leave in order to receive pay until they are permitted to return to work. In the event that a suspension from employment is imposed, any days taken as unpaid administrative leave shall be counted towards the days served on such suspension. In the event that circumstances do not allow the employee to return to work for more than six months, then that employee shall be administratively terminated as of

the last day of the sixth month following their last working day, but may reapply to work for MBCG again in the future if permitted under the MBCG Rehire Policy.

E. Example Grounds for Discipline

The categories of offenses set forth below are not to be considered absolute, but as guidelines dependent on the severity of the offense and the employee's past record of job performance and disciplinary measures. The lists represent some, but not all, offenses which will result in disciplinary action. Employees may also be subject to disciplinary action notwithstanding the fact that the acts which violated the policies of MBCG occurred while the employee was away from the job site or off-duty, if the effects or impact of the employee's actions are suffered by MBCG or any of its operations or employees. The personnel action review team will assist supervisors and department heads in investigation of incidents and in determining the appropriate disciplinary action to be applied.

Employees may be subject to disciplinary action for any conduct which consists of, causes, or contributes to any of the following:

- 1. The unreasonable failure of any employee to meet expected standards for working as scheduled, including without limitation:**
 - a. Failure to work assigned hours, including overtime, and including working overtime without permission of the supervisor or manager;
 - b. Taking more than the specified time for meal, break, or rest periods;
 - c. Taking breaks or rest periods at unreasonable or unapproved times, or at times which impede the ability of other employees to do their jobs;
 - d. Chronic tardiness, or chronically leaving before the end of a scheduled shift (6 times or more total in a 6 month period);
 - e. Chronic absenteeism (6 absences in a 6 month period, where consecutive workdays off are considered one absence);
 - f. Absence without permission or leave, or leaving the job during regular work hours without permission;
 - g. Taking leave in excess of accrued leave, except with prior approval in extraordinary circumstances;

2. **The unreasonable failure of any employee to meet expected minimum standards of productivity or performance while on the job, including without limitation:**
 - a. Quitting work, wasting time, loitering or leaving assigned work area without permission;
 - b. Disregarding job duties as evidenced by loafing or neglect of work during working hours;
 - c. In continuous operations, leaving the work post at the end of the scheduled shift with no relief available;
 - d. Failure to meet required standards of productivity or quality;
 - e. Continual careless mistakes;
 - f. Interference with or disruption of another employee's performance of their job duties;
 - g. Sleeping during working hours unless otherwise provided for certain jobs, and only at times permitted by the supervisor;
 - h. Wanton and willful neglect in the performance of assigned duties;
 - i. Insubordination through the refusal to perform work assigned or to comply with written or verbal instructions of any responsible supervisor or Macon-Bibb County officer;
 - j. Habitual inefficiency, incompetence, or inadequate performance;
 - k. Concerted curtailment or restriction of production or interference with work in or about Macon-Bibb County work stations, including, but not limited to, leading or participating in any walkout, strike, slowdown, or other work stoppage or refusal to return to work when scheduled;
3. **The unreasonable creation or increasing of any risk of injury or harm to any person, or the unreasonable creation of any situation where the injury or harm suffered by any person would be worsened, including without limitation:**
 - a. Violation of a safety rule or practice;
 - b. Failure to report an accident or injury incurred on the job;
 - c. Using or operating any equipment, tools, machinery, or device in an unsafe, reckless, or improper manner;

- d. Engaging in horseplay, malicious mischief, or other disorderly conduct on the job;
 - e. Creating or contributing to unsafe or unsanitary conditions on the job;
 - f. Careless mistakes that affect the safety of Macon-Bibb County personnel or bystanders;
 - g. Unauthorized possession of any weapon, firearm, or explosive on the job (possession of explosives must be job-related and authorized by the County Commission or the supervising Macon-Bibb County officer)
 - h. Having a positive result for marijuana on any required employee drug test;
 - i. Having a positive result on any required employee drug test for any medications lawfully prescribed to the employee, which affect the employee's ability to perform their job safely and effectively without first contacting Human Resources to request accommodations;
4. **The unreasonable creation of any social conditions which are unprofessional, discourteous, hostile, aggressive, or otherwise inappropriate with respect to any other person, including without limitation:**
- a. Use or possession of another employee's tools, equipment, or personal property without that employee's consent;
 - b. Discourteous treatment of the public, visitors, other employees, or any other person;
 - c. Threatening, intimidating, coercing or using abusive language toward fellow employees, supervisors, the public, or any other person;
 - d. Bullying;
 - e. Gambling or engaging in games of chance on the job;
 - f. Vending, commercial soliciting, or engaging in for-profit activities in the workplace;
 - g. Creating or causing unrest or division among employees; having or promoting a negative attitude that tends to undermine the mission or goals of an office or department;
 - h. Catcalling, harassment, insulting, or using slurs or abusive or derogatory language of any kind towards fellow employees, supervisors, the public, or any other person;

- i. Making derogatory remarks about another employee's or member of the public's body, weight, height, hair, appearance, or dress except in the context of a supervisor counseling a subordinate on acceptable or professional attire or grooming requirements for that employee's position;
 - j. Other violations of Macon Bibb County's harassment policies;
 - k. Insubordination through discourtesy, including, but not limited to, the use of abusive language to anyone with whom employee may have contact on the job, including citizens, vendors, other employees, or members of management;
 - l. Cruelty or mistreatment of subordinates, including but not limited to insulting, belittling, or yelling at subordinates; showing favoritism for inappropriate reasons; unreasonable denial of employment or development opportunities or of the enjoyment of any employment benefit in accordance with MBCG policies; unreasonable denial of scheduled employee breaks; or the chronic failure to maintain a professional and respectful working environment;
5. **The unreasonable misuse, loss, theft, damage, or destruction of Macon-Bibb County property, or the property of any person, including without limitation:**
- a. Violation of any cybersecurity, computer usage, social media, or telephone usage policy;
 - b. Violation of the anti-idling policy;
 - c. Failure to perform work in accordance with established verbal or written protocols, policies, procedures, or instructions;
 - d. Job-related careless mistakes damaging material, parts or equipment;
 - e. Deliberate misuse, destruction, damage, sabotage or pilferage of Macon-Bibb County property or the property of any employee or citizen;
 - f. Theft, attempted theft, or unauthorized removal of property belonging to Macon-Bibb County, a co-worker, or a citizen;
 - g. Giving any labor in an employee's official capacity or giving anything of value owned by MBCG to any private person or entity without a substantial benefit for MBCG;

6. **Fraud, deception, or knowing misrepresentation or omission of any fact material to the operation of any MBCG department, office, or function, including without limitation:**
 - a. Any fact which is part of any internal policymaking or decision-making process;
 - b. Any fact which is relevant to any internal investigation or audit of the activities of any person, incident, task, or operation of MBCG;
 - c. Any fact concerning the time, place, or manner of an employee's performance of work duties, or of the results of any work effort made by any employee;
 - d. Any fact which is presented to any court or tribunal as truth;
 - e. Falsification of any official MBCG records;
7. **Fraud, deception, or knowing misrepresentation or omission of any fact for the purpose or with the effect of improperly obtaining any undue benefit or thing of value from MBCG for any person, including without limitation:**
 - a. Falsification of any job application materials;
 - b. Falsification of time cards or hours entries;
 - c. Failure to report any obvious overpayments of wages or of any sums owed to any vendor or employee;
 - d. Obtaining any undue leave, compensation, worker's compensation, or insurance benefits;
8. **Any condition which unreasonably tends to undermine the mission, policy objectives, or operations of MBCG or any office, department, function, or employee thereof, including without limitation:**
 - a. Failure to follow any internal or departmental policies and procedures;
 - b. Failure to cooperate in any way in an administrative investigation conducted by any department, elected office, or by the Macon-Bibb County Attorney or his/her designee. This includes, but is not limited to, providing false or incomplete information, withholding information, failure to be available for an interview, refusal to be interviewed, failure to maintain confidentiality when instructed, and any conduct that hinders or interferes with the investigation;
 - c. Knowingly making any false statement or misrepresentation with respect to any official matter concerning the operations of MBCG, or with regard to any employment application or benefit;

- d. Collusion among employees to the detriment of another person or any function of MBCG;
- e. Using any MBCG equipment or resources for the purpose of conducting any personal business activities, or for the purpose of committing any mischievous or illegal act;
- f. Commission of any unethical act prohibited by the MBCG Ethics Ordinance, as amended;
- g. Making or publishing unauthorized statements which are presented as being official announcements or policy statements or official acts of MBCG, or any component thereof;
- h. Use of office, political influence, or bribery to secure an advantage in any private matter;
- i. Solicitation or acceptance of anything of pecuniary value from any person in exchange for taking or not taking any official action, or making or not making any official decision, except as expressly allowed under the MBCG gift policy;
- j. Engaging in, or giving the reasonable appearance or expectation of, any offer, use, or threats relating to any unjustified official action, decision, or inaction taken under color of law, in exchange for any person or entity suffering any private detriment or providing any private gain to any private person or entity;
- k. Conviction of any felony or misdemeanor which bears upon the trust, confidence, or responsibility required of an employee, based on that employee's job position;
- l. The loss by an employee of any license or credential required by law or by MBCG for the performance of their job;
- m. Repeated failure to follow the procurement, financial, or purchasing card policies of MBCG;
- n. Failure of departmental leadership, including, but not limited to, the substantial loss of confidence by subordinate employees; failure to perform core departmental functions in accordance with budget and staffing levels; widespread loss of talent; concealing, omitting, or misrepresenting significant operational problems or shortcomings; failure of communication; or other significant or systemic operational problems occurring at the departmental leadership; managerial; or supervisory levels;

9. **Any attempt to commit any act prohibited by this disciplinary policy, or to aid, assist, or conceal any other person's attempted or successful commission of any act prohibited by this disciplinary policy; or**
10. **Any other act, whether performed while on duty or off duty, which tends to impede or undermine the efficient and successful operation of MBCG or any component or function thereof.**

F. Zero-Tolerance Policy.

It is the policy of MBCG to make certain to the fullest extent possible that each employee and all citizens conducting business with MBCG at public buildings and facilities is provided with a safe environment which is free from violence or anti-social conduct. In support of that initiative, and in addition to the disciplinary provisions stated above, it is the policy of MBCG that there shall be zero tolerance for any conduct which consists of, attempts, causes, conceals, or contributes to any of the following, and that any employee found to have violated any such provisions shall be terminated from employment and ineligible for rehire within MBCG in accordance with the Rehire Policy provided herein.

1. The purchase, sale, possession, distribution, consumption, or use of any illegal drugs or controlled substances on MBCG property or while on the job for MBCG, except for medications lawfully prescribed to the employee, provided that employees who are taking prescription medications which affect their ability to perform their job safely and effectively should contact Human Resources to request accommodations;
2. Being intoxicated or under the influence of alcohol or any illegal drugs or controlled substances on MBCG property or while on the job for MBCG, except for medications lawfully prescribed to the employee, provided that employees who are taking prescription medications which affect their ability to perform their job safely and effectively should contact Human Resources to request accommodations;
3. Having a positive result on any required employee drug test, other than for marijuana or medications lawfully prescribed to the employee, provided that employees who are taking prescription medications which affect their ability to perform their job safely and effectively should contact Human Resources to request accommodations;
4. Except as required for the performance of law enforcement functions, provoking, threatening, or instigating a fight on the job, fighting at any time on MBCG property (except for purposes of self-defense), or actions which result in intentional bodily harm to others while on the job;
5. Except as required for the performance of law enforcement functions or in cases of self-defense, brandishing any weapon on MBCG property;

6. Breaches of any security procedure implemented by MBCG or any official or employee under its authority;
7. Divulging information which threatens the security of MBCG personnel, property, or any computer network or system;
8. Sabotage of any property or equipment of MBCG through intentional misconduct or gross negligence;
9. Committing or threatening to commit an act of violence against any employee, supervisor, elected official, appointed official, or any other agent of Macon-Bibb County;
10. Sexual or racial harassment of an employee or citizen conducting business with Macon-Bibb County;
11. Intentionally discriminating against an applicant or employee in the terms or conditions of his/her employment or harassing or discriminating against any person on the basis of any protected class;
12. Knowing or intentional violation of Title VI or Title VII of the Civil Rights Act of 1964, or of any MBCG policies implementing Title VI or Title VII of the Civil Rights Act of 1964, as amended.
13. Retaliation against an employee for exercising rights under these policies or any state or federal law; opposing any practice made unlawful by Title VII; making a charge, testifying, assisting, or participating in a Title VII proceeding or investigation; or engaging in any action which dissuades a reasonable employee from making or supporting a charge of discrimination.

G. Failure in Performance of Duties

In addition to the disciplinary provisions above, any employee whose work is unsatisfactory over a period of time should be notified by the supervisor of the deficiencies in their work, and of what must be done to bring the work to a satisfactory level. Unless the employee's actions are severe, the employee should be warned either orally or in writing at least once before discipline is imposed.

In most cases where the employee's actions are not severe enough to require immediate disciplinary action, a three (3) step procedure can be a helpful and constructive guideline to follow: First, the supervisor should give non-disciplinary coaching or corrective

counseling, or ensure that the employee has appropriate training for the duty assigned. Second, the supervisor should issue a written warning, to be signed by the employee and setting forth the points covered in correcting the performance deficiency. This written warning provides notice to the employee that corrected performance must take place immediately to avoid application of more stringent disciplinary action. Third, for minor performance issues, the supervisor may give an additional written warning to the employee, as a final warning, outlining the employee's continuing failure to correct performance issues, and stating that disciplinary action will be applied in the instance of any future infraction.

Department directors shall have the discretion to set departmental policy regarding whether and how written warnings are used. At the option of the supervisor, manager, or department head, direct discipline may be imposed against an employee for any violation of the disciplinary policies, including for performance issues, regardless of whether a prior written warning was given to that employee.

Written warnings and other corrective actions should all be documented on forms provided by the Human Resources Department, and placed in the employee's personnel file.

H. Record of Disciplinary Action

In all cases of disciplinary action, excluding disciplinary corrective counseling or referral to training, an appropriate form or a disciplinary memorandum/letter shall be completed, and will include the following information:

1. Nature of the Offense-circumstances, date, time, etc.
2. Previous applicable discussions/training or active warnings in file
3. Future expectations for the employee's performance
4. Consequences of future infractions

The employee will be provided with a copy of the completed form or disciplinary memorandum/letter and will be asked to sign to acknowledge receipt of the copy. The employee shall be provided with an opportunity to respond in writing to the disciplinary action. Such written response must be provided within two (2) business days and will be placed in the employee's personnel file.

I. Immediate Removal from Workplace

In any case where there is a plausible allegation of severe misconduct by any employee, including without limitation, criminal activity; violence or threats of violence; combative

behavior; misuse of any weapon, machine, or dangerous implement; physical, verbal, or sexual harassment or abuse of any other person; creation of security or cybersecurity vulnerabilities; mistreatment of children, animals, or vulnerable persons; or any other misconduct which, in the opinion of the supervisor, manager, director, or MBCG would create an unreasonable risk of further harm in the event that the employee remains at work, that employee shall be immediately relieved of their current duties and dismissed from work for the remainder of the day. The department director or county officer in that employee's chain of command shall then contact the employee once it has been determined whether or when the employee will be allowed to return to work. In the event that the employee is referred for a termination investigation, the employee's period of paid suspension shall begin from the moment that employee was first directed to leave the workplace as a result of the incident or matter in question.

J. Termination Investigation

Upon the commission of any Zero-Tolerance offense, or any action for which termination is proposed, the authorized supervisor or department head shall immediately dismiss the employee for the remainder of the workday and contact the Human Resources Department. The matter will then be referred to the personnel action review team as provided in Section 4.02. Employees accused of commission of an offense for which termination is proposed will be suspended from employment with pay while the charge is referred to the personnel action review process provided in this manual. The paid suspension pending termination investigation should not exceed ten (10) business days except in extraordinary circumstances. If a period of suspension needs to extend longer than ten business days, then it will generally be as an unpaid suspension thereafter.

K. County Manager Review

Employees who receive disciplinary action shall not have the right to appeal the disciplinary action through any formal process, but in the case of reviewable disciplinary action, they may submit information for the County Manager's consideration in accordance with the personnel action review process outlined in this manual. This provision shall not give any employee any legitimate expectation of continued employment.

L. Non-Disciplinary Changes in Job Status

Where a department head or authorized subordinate employee finds that current staffing arrangements are not effective at meeting the needs or goals of the department or the departmental subunit, then they may exercise managerial discretion to make non-disciplinary changes to the job status of one or more employees as follows:

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1. Employees may be terminated;
2. transferred to a different department or departmental subunit;
3. moved to a different work site or different job schedule;
4. reassigned to a different job title; or
5. otherwise have job duties modified as needed to reflect the needs of the department or departmental subunit.

All of these actions shall be subject to the availability of a suitable vacancy, if applicable, and the approved organization charts and budgetary allocations of the receiving department, as well as the Macon-Bibb County Reduction in Force policy. If an employee is transferred to a different job, job status, schedule, work site, or other position within MBCG, then efforts shall be made to offer the employee a position that is comparable in qualifications, duties, salary, authority, and prestige to the extent that such a position is available and the employee is qualified. Non-disciplinary terminations or involuntary changes in job status which affect an employee's job title or which would result in the employee losing any amount of pay shall be subject to review under the personnel action review process in the same manner as reviewable disciplinary actions.

PERSONNEL ACTION REVIEW

A. Initiating Personnel Actions

Before any disciplinary or involuntary, non-disciplinary personnel action is initiated, the department head or subordinate employee delegated with appropriate authority shall:

1. Review the facts of the incident(s) or circumstances and any applicable department rules or regulations.
2. Review the circumstance or evidence (documentation, statements of witnesses, etc.) that substantiates the decision to take a personnel action, including any mitigating factors.
3. Review previous disciplinary or other personnel actions taken to ensure that the action considered is consistent with previous actions taken with respect to the same employee or other employees under the same or similar circumstances.

B. Applying Disciplinary Action

Disciplinary action can range from corrective counseling up to and including termination of employment, with or without the loss of other employment benefits, depending on the severity of the offense and the employee's past record of job performance and any prior disciplinary actions. It is the responsibility of all department heads and authorized assistant department heads to apply this policy with consistency. If a department head or authorized assistant department head is contemplating disciplinary action, they may contact their personnel action review team for recommendations or guidance in applying disciplinary action; the ultimate determination of the level of disciplinary action to be imposed, however, remains with the department head or authorized assistant department head.

In all cases of disciplinary action, excluding disciplinary corrective counseling or referral to training, the employee issuing the disciplinary action is required to complete a record of the disciplinary action in accordance with Section 4.01 of this manual.

MBCG reserves the right to apply or begin disciplinary action at any level, including for first offenses. Previous disciplinary action may be taken into account when considering disciplinary action, whether the new incident is similar in nature to the previous incident(s) or not. Department heads or authorized assistant department heads should also consider

the severity and nature of the incident, whether there are multiple or repeat violations, and the overall circumstances of the incident when considering disciplinary action.

C. Personnel Action Review Team

Any time a department head or authorized assistant department head desires to impose reviewable disciplinary action on any employee, or any involuntary, non-disciplinary changes in job status in which termination is imposed or in which an employee's job title is involuntarily changed or their wages or pay are reduced in any way, they shall notify the Director of Human Resources or their designee, using a form provided by Human Resources for such purpose. The form shall include the name of the employee, their job title, the name of the employee's direct supervisor, a brief factual narrative of the basis for the personnel action, the personnel action proposed, and copies of any supporting documentation or witness statements.

Upon receiving notice that a department head or authorized assistant department head is requesting to impose reviewable disciplinary action or involuntary, non-disciplinary changes in job status on any employee, the Director of Human Resources or their designee shall notify the County Manager and the County Attorney's Office that a personnel action review team needs to be formed.

The personnel action review team shall consist of:

1. The Director of Human Resources, or their designee;
2. The County Attorney, or their designee; and
3. The head of a department other than the subject employee's department, as chosen by the County Manager, or their designee.

The role of the personnel action review team shall be to:

- (1) make sure that disciplinary decisions are roughly consistent over time and across different departments within MBCG;
- (2) make sure that the alleged factual basis of the discipline is factually evident, and a bona fide reason for imposing employee discipline;
- (3) make sure that proposed discipline is not being offered for an improper or illegal purpose, such as discipline which discriminates against members of a protected class, or seeks to punish those who exercise their protected civil rights;
- (4) in cases where multiple employees are being disciplined for the same events or reasons, make sure that disciplinary action is roughly proportionate to the relative culpability and responsibility of each individual involved;
- (5) give deference to the managerial discretion of departments where a proposed disciplinary decision is consistent with the above considerations; and

(6) in cases where termination is imposed, or a recommendation is made for ineligibility for rehire, determine the eligibility of the employee for rehire, which shall be binding on all MBCG departments and offices.

The personnel action review team should communicate as soon as practicable after the third member is appointed to discuss each proposed disciplinary matter, and should work with deliberate speed to bring each matter to a resolution. However, the personnel action review team shall not complete consideration of any reviewable disciplinary matter until after the two business days allowed for the employee to submit a written response have passed.

If necessary, the personnel action review team shall be authorized to speak with the requesting department head or any employee, or to request additional information or documents about the subject incident(s). Except for employees or others specifically invited to give input by the personnel action review team, the meetings and deliberations of the personnel action review team shall be closed to other participants and treated as privileged and confidential.

The personnel action review team shall be authorized to accept or revise the proposed disciplinary action, or to find that no discipline at all is warranted. The personnel action review team may also impose discipline on other employees involved in the same incident or activities if discovered during the consideration of any disciplinary matter. The personnel action review team shall reduce its decision and reasons therefor to writing and provide a copy to the County Manager, the department head who initiated the disciplinary action, and the subject employee(s). If the employee is terminated, the notification shall indicate such and shall provide the date of separation. In addition, where termination is imposed, the personnel action review team shall determine the eligibility of the employee for rehire, which shall be binding on all MBCG departments and offices. The determination of a plurality of the members of the personnel action review team shall be controlling, provided that if no plurality can be reached, then the matter shall be referred to the County Manager to make a decision.

D. County Manager Review

If the employee or their department head disagree with the decision of the personnel action review team, then either may submit a written statement to the County Manager, either via email or in hard copy, within five business days of the decision, requesting the County Manager to review the decision. The County Manager should review any such requests expeditiously, and may revise the decision, including eligibility for rehire, if in their discretion, another result would be in the best interests of MBCG.

In addition, the County Manager may revise any decision of the personnel action review team on their own initiative if, in their discretion, another result would be in the best interests of MBCG.

Upon review at the request of the employee or their department head, or upon revising any decision on their own initiative, the County Manager shall notify the employee, the department head, and the members of the personnel action review team of their decision. Any decision of the personnel action review team not reconsidered by the County Manager, or any decision revised by the County Manager, shall be final. The County Manager shall have the discretion to receive new information discovered or presented in a timely manner after their decision, and to amend their decision if appropriate, but the County Manager shall not be required to consider any new information presented after their disciplinary decision is made.

Nothing in this Manual is intended to create any judicial, quasi-judicial, or adversarial process, or to create any right of judicial review or further appeals for any employee facing any disciplinary action. Nothing in this Manual is intended to create any property interest of any employee in their employment with MBCG. This process is intended only to provide assistance from a purely internal administrative perspective to maintain the consistent and predictable operation of the government, without intending to create any reliance interest in a certain outcome from any particular set of facts or for any particular employee.

E. Protected Employee Activities

Notwithstanding any other provisions in this manual, employees may not be disciplined for exercising their civil rights guaranteed by the constitution and laws, and to that end shall not be disciplined for such things as:

1. Becoming a member of a political club or organization and enjoying complete freedom from all interference in casting their vote;
2. Seeking signatures to any initiative or petition on any matter of public concern, or directly affecting their rates of pay, hours or work, working conditions, retirement or other benefits on their own time;
3. Publicly criticizing Mayor and County Commission or other Macon-Bibb County officials as long as such criticism is not obscene, defamatory, unlawful or made with reckless disregard for truth or falsity and does not undermine workplace

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operations or confidential relationships necessary to the proper functioning of MBCG;

4. Voting or choosing not to vote or advocating on their personal time and in their personal capacity for any result in any electoral contest or referendum;
5. Engaging in protected organizing activities;
6. Serving on a jury or grand jury;
7. Military service protected under USERRA;
8. Participating in any peaceful demonstration or protest; or
9. Taking any other action that is similarly protected under state or federal laws.

The Human Resources Director and the County Attorney or their designees are available to department heads and employees alike who seek advice regarding what activities or conduct may or may not be an offense against the employment relationship and the application and interpretation of this guideline.

REHIRE POLICY

A. **Eligibility Periods for Rehire** Upon separation from employment, every employee shall be immediately classified with respect to their eligibility for rehire with MBCG. In general, rehire eligibility should be classified according to one of the following time frames:

1. **Eligible** – The employee is immediately eligible for rehire for any position in MBCG for which they are qualified.
2. **Indefinite Ineligibility** – The employee is not eligible for rehire for an indefinite period of time. This classification should be used when there is something pending which, because of its uncertain outcome or duration, would be impossible to make a determination at the time of separation. The specific circumstances supporting an indefinite ineligibility should be well documents with the separation records, and upon the eventual termination of the pending matter, a new determination as to eligibility can be made based on the outcome of the matter.

For example: If an employee is arrested for a serious crime, and is going to trial to fight the charge, it may take a year or more for the trial to come. In that case, the employee would be separated. If the employee is acquitted of the crime, they may be eligible to reapply and return to work, whereas if the employee were convicted of the crime, they might not be. Because of this, the employee should be classified as indefinite ineligibility, and the circumstances of the employee's arrest and charges should be document. After the employee's trial, if the employee reapplies to work from MBCG, then the indefinite ineligibility can be reconsidered and a new classification can be given.

3. **One Year of Ineligibility** – In cases where an employee separates from employment under circumstances where, at the time of separation, the employee may pose a risk of creating or contributing to things like poor performance, carelessness, interpersonal issues, inefficiency, ineffectiveness, or harm to the operations of MBCG or any department or employee thereof, but there is a reasonable possibility that the employee might, with additional experience, education, maturity, or training, be able to return in the future and perform as an effective employee, then the employee should be classified as ineligible for rehire for a period of one year from the date of separation.

4. **Permanent Ineligibility** – In cases where an employee separates from employment as a result of extreme, threatening, violent, criminal, or dangerous circumstances; or as a result of sexual misconduct, mistreatment of vulnerable persons, or children or animals; or as a result of violating one of MBCG’s zero-tolerance policies, then the employee should generally be considered permanently ineligible for rehire with MBCG. In rare cases where permanent ineligibility may otherwise be called for, exceptional mitigating circumstances may allow for indefinite or other terms of ineligibility instead.
 5. **Other Ineligibility Period** – In general, the preceding four classifications should adequately address the rehire eligibility limitations of nearly all separated employees. If there is an unusual circumstance that is not adequately addressed by one of the preceding classifications, then MBCG shall have the ability to impose any other term of rehire ineligibility on any separated employee.
- B. **Cause Not Required** – Determinations for eligibility for rehire may be made for any lawful reason or no reason at all. No degree of cause or justification shall be required to impose a period of ineligibility for rehire on any person, or to impose permanent ineligibility for rehire.
- C. **Classification Procedure** – Whenever any employee separates from employment with MBCG, regardless of the circumstances of the separation, the employee’s supervisor, manager, or department head shall complete a personnel action form and shall make a recommendation as to the employee’s eligibility for rehire. Employees who separate from employment on good terms shall be considered eligible for rehire, and a determination that the employee is eligible for rehire after separating on good terms should not generally require any further review.
- If a supervisor, manager, or department head recommends any period of ineligibility for rehire, then that shall be considered a reviewable disciplinary action, and referred to the personnel action review team for handling according to its usual procedure.
- D. **Eligibility Determinations Binding** – Any determination of eligibility for rehire which is made for any person separating from employment on or after July 1, 2023, shall be binding upon MBCG for as long as this policy remains in effect. No MBCG department or office shall be permitted to hire any person in any capacity while that person is under a determination of ineligibility for rehire. Any job offers made

in ignorance of a person's status as being ineligible for rehire shall be void and may be revoked immediately upon discovery of the error, including any time after the employee begins working as a rehire pursuant to such job offer.

This rehire policy will not be binding on state officers or constitutional officers, provided that if any former employee applies through Human Resources for any position with a state officer or constitutional officer, then the hiring office shall still provide the notification to the hiring officer as required under this policy, but the hiring officer may exercise their discretion to hire notwithstanding a determination of ineligibility for rehire.

- E. Notification of Eligibility Status** – It shall be the duty of the Human Resources department to verify for every job applicant for every position within MBCG (1) whether the applicant has ever worked for MBCG or any other office serviced by the MBCG Human Resources Department previously; and (2) if so, whether the applicant is eligible for rehire.

For any applicant who has worked for MBCG or any other officer serviced by the MBCG Human Resources Department:

1. If they are eligible for rehire, then Human Resources shall attach a copy of that applicant's personnel file to the submitted application prior to delivering the application to the hiring department; and
2. If they are ineligible for rehire for an indefinite period of time, and the employee has not applied for any position in MBCG in the previous twelve months, then Human Resources shall refer the application to the personnel action review team to determine whether circumstances have changed sufficiently to allow the former employee to be reclassified as either eligible for rehire or ineligible for rehire for a definite period of time. If they have, then the employee's rehire status shall be reclassified according to the new determination. If circumstances have not changed sufficiently to allow reclassification, or if the employee has applied for any position in MBCG within the previous twelve months, then Human Resources shall notify the hiring department that an application was received by the named individual applicant, but that it was screened out of the application pool because the applicant is ineligible for rehire for an indefinite duration, and describe the circumstances that were the basis for the indefinite ineligibility determination.

3. If they are not eligible for rehire for a definite period of time, then Human Resources shall notify the hiring department that an application was received by the named individual applicant, but that it was screened out of the application pool because the applicant is ineligible for rehire, and shall state the duration or date when the applicant would become eligible for rehire again.

- F. **Review of Indefinite Ineligibility** – Any former employee who was classified at separation as being ineligible for rehire for an indefinite period of time may contact Human Resources no more than one time per consecutive twelve-month period to request a review of their ineligibility classification. If the employee has applied for any position within MBCG within the previous twelve months, where a review of the employee's eligibility classification was performed, then that review shall count towards the once-per-twelve-months limit stated in this policy. When making such a request, the former employee should provide Human Resources with any pertinent records or other information that might show that the circumstances supporting indefinite ineligibility have resolved, and what the outcome of the circumstances was. Upon receiving such a request, Human Resources shall refer the matter to the personnel action review team to consider in accordance with its usual process, and then report the results of that consideration back to the former employee.
- G. **Periodic Review of Indefinite Ineligibility Not Required** – Except in cases where an indefinitely ineligible former employee actually applies for a position within MBCG, or requests reconsideration in accordance with this policy, there is no need for the personnel action review team to review any classification of indefinite ineligibility previously imposed.

MANAGERIAL AUTHORITY OF MBCG DIRECTORS AND OFFICERS

Department directors and county officers are expected and required to manage their departments in a manner that complies with all applicable federal, state, and local laws and regulations, as well as any policy directives, goals, or priorities established by the Commission, Mayor, or County Manager.

Subject to the foregoing, department directors and county officers are authorized to exercise broad general discretion over all operations and labor under their charge. This could include policies addressing the time, place, and manner in which any assignment is carried out; the allocation of work among employees in a manner that is consistent with their job duties; or other policies generally dealing with the management of any component or components of the operations or labor within their individual department or office, or any subunit thereof.

Where no policies or laws govern a particular component of any department's or office's operations, the director or county officer may adopt or change a policy applicable to everyone in their department or office whenever they feel that it is necessary to do so. Department directors or county officers may also delegate policymaking authority, generally or on specific subjects or issues, to subordinates in their discretion.

All employees are required to follow the policies of the department director or county officer under whom they work, provided that employees shall not be disciplined for failing to follow policies which they did not know about and did not have reason to know about.

Whenever any authorized policymaker makes a new departmental or office policy, or amends an existing policy, that policy should be reduced to writing, communicated to all affected employees, given a reasonable implementation timeline, and recorded in a book or binder or electronic record with all other departmental or office policies.

Policies or practices relating to routine matters or minutiae which can be trained generally as part of normal operations do not need to be reduced to writing and recorded, so long as employees are reasonably trained with respect to those matters.

EVALUATION OF EMPLOYEE PERFORMANCE

This policy applies to all full-time and part-time MBCG employees.

MBCG has established a uniform method of evaluating an employee's job performance for the purpose of employee development. Official performance appraisals for both full-time and part-time employees will be completed as scheduled by Human Resources.

Managers or supervisors may choose to delay an employee's official performance appraisal if the employee has been absent or on leave for a significant period of time during the relevant review period. Any such decision to delay a performance appraisal should be communicated to the Human Resources Department.

Employees are evaluated on work-related performance including quantity and quality of work, general work habits, and other factors directly relating to individual task performance. The performance appraisal must be signed by the employee, the supervisor preparing the appraisal, and must continue through the chain of management to the department head, elected official, or designee.

The employee performance appraisal is intended to be and must be an honest and complete assessment of an employee's job performance. The supervisor must use the performance appraisal to make note of both the positives and the negatives related to an employee's performance, and should make specific note of any challenges and deficiencies in performance. The performance appraisal should also set forth a plan for improvement of employee performance where appropriate. Failure by the supervisor and/or department head to honestly assess and record an employee's job performance during a performance appraisal can give rise to difficulties where an objective review of the employee's performance history may be needed for other purposes later in the employee's career.

DEFINITIONS

- **Employee:** All full-time and part-time employees on the payroll of Macon-Bibb County who have been employed with Macon-Bibb County for more than six months.
- **MBCG Performance Review Form:** The performance evaluation form to be completed on each MBCG full-time and part-time employee.

- **Satisfactory Performance Standard:** When an employee is performing the duties and responsibilities for his or her job at the level of efficiency for which he or she is being paid to perform.
- **Unsatisfactory Performance:** When the employee is not meeting the performance standards required for the compensation being paid.
- **Above Satisfactory Performance:** When an employee is exceeding the performance standards of a satisfactory performer. The type of performance should be noted in the comments section of the MBCG Performance Review form.

Performance Evaluation Procedures

Each party involved in the process of evaluating an employee's job performance has specific responsibilities, which are outlined below:

- **Evaluating supervisor:** The immediate supervisor is responsible for determining and apprising the employee of the performance requirements established for the position, assigning work to the employee, developing the employee's capabilities on the job and evaluating the employee's overall performance. The supervisor establishes and/or monitors the performance requirements and (a) compares the employee's actual performance with the performance requirements of the job and pay received for performing the duties spelled out in the position description, (b) discusses the results of the employee performance evaluation with the employee, (c) plans with the employee for needed improvements or job development of activities that will help the employee grow in the position, (d) completes the MBCG Performance Evaluation form before the employee step date and (e) forwards the completed evaluation form to the next level supervisor or to the department head.
- **Department head:** (a) Directs the implementation of the employee performance evaluation plan within their department, (b) reviews the performance evaluation submitted for consistency and adherence to this employee performance guideline, (c) follows up to see that each employee is evaluated and that the evaluation has been discussed with the employee and (d) maintains the discipline necessary to ensure the employee's performance evaluation is meaningful and that employees who are in disagreement with their evaluation are given an opportunity to discuss it with not only the supervisor but their department head. Employee evaluations cannot be changed without the concurrence of the evaluating supervisor. "Department head" includes elected officials, appointed officials, and other MBCG officials.

- **Employee:** The employee is responsible for (a) working cooperatively and diligently to perform his or her job to the best of his or her ability, (b) requesting clarification of his or her evaluating supervisor if any work requirements or standards are not understood by the employee, (c) informing the evaluating supervisor of any special factors or circumstances that should be considered in evaluating his or her performance, and (d) accepting constructive suggestions given by the evaluating supervisor or department head for the improvement of the employee's overall performance.
- **Human Resources Department:** Reviews all evaluations for conformity to guidelines.

Evaluation Period

Evaluations are normally based on observation of actual performance on the job for a one-year period, with the exception of the performance evaluation conducted after completion of the first six (6) months of service with Macon Bibb County, or first six (6) months of working in a new position.

Because of such events as shift assignment, new supervisor, etc., the employee may have been under the direction of more than one (1) supervisor during the evaluation period. In this instance, the involved supervisors should jointly evaluate (if possible) and sign the evaluation form.

SPECIAL NOTE: *It is the responsibility of all supervisors to constantly work with, correct and advise their employees of their performance status. The rating received and the comments made on the employee evaluation form should not come as a surprise to the employee. It is a responsibility of the supervisor and/or department head to assist his or her employees in developing to their fullest potential.*

Discussing Performance Issues During Evaluations

Except in the case of very recent events, supervisors should not wait until performance evaluations are given to offer employees with performance deficiencies corrective counseling or assistance. During performance reviews, supervisors should review past issues that have been discussed with the employee over the evaluation period, and should give the employee feedback with respect to their progress towards demonstrating the improvements required.

Supervisors must maintain records on all employee discussions, agreements, time schedules, disciplinary action, etc., with copies to be sent to the Human Resources Department for the employee's personnel file. These supervisor practices reflect good management, constructive oversight of employee performance, and good labor relations.

EXHIBIT D

**ELECTION OF COVERAGE BY A CONSTITUTIONAL
OFFICER OR INDEPENDENT ELECTED OFFICIAL**

I hereby make the following election regarding the MBCG Policies and Procedures Manual (select ONE):

- ☐ I elect to have the employees of my office be governed by and subject to all terms of the MBCG Policies and Procedures Manual; **OR**
- ☐ I elect to have the employees of my office be governed by and subject to the terms of the MBCG Policies and Procedures Manual, **EXCEPT** the sections relating to hiring or discipline; **OR**
- ☐ I elect **NOT** to have the employees of my office be governed by and subject to the terms of the MBCG Policies and Procedures Manual. I understand that by making this election, MBCG is not responsible for administering any employment policies and procedures of my office.

Signature

Printed Name

Elected Office

Date

OPEN DOOR POLICY

The MBCG strives to provide its employees with an excellent work environment. Although most problems may and should be resolved in discussion with employees and their immediate supervisor, it is MBCG's policy that MBCG employees may speak with their supervisors, follow the chain of command and any Human Resources Representative with concerns, complaints, or suggestions at any time. The purpose of this "open door" policy is to encourage open communication, feedback, and discussion of any matter of importance to our employees.

The Human Resources staff is dedicated to listening to employee concerns, investigating facts and circumstances surrounding a situation, and assisting employees and their managers with a solution that is acceptable to all parties. Where appropriate, another staff member may be assigned to address the issue brought to the attention of the Human Resources Department. In some instances, employee concerns may be eligible for the grievance procedure described in this Manual.

While employees of Constitutional Officers and independent elected officials are not covered under this Policies and Procedures Manual, unless such officers or officials in accordance with this Manual have opted into coverage for their employees, they are covered by all applicable federal and state laws, including those governing equal opportunity and non-discrimination. If applicants or employees of Constitutional Officers or independent elected officials desire to determine whether a particular officer or official has opted into coverage under this Manual, they may do so by contacting the MBCG Human Resources Department.

CLASSIFICATION OF EMPLOYEES

The MBCG classifies employees based upon conditions of employment. Classifications are used for compensation and benefit purposes. The following classifications characterize all persons working for MBCG:

Full-time: Employees with a recurring work schedule of a minimum of thirty (30) hours per week; paid through MBCG payroll.

Part-time: Employees with recurring work schedule with designated hours totaling less than thirty (30) hours per week; paid through MBCG payroll. Part-time employees may be terminated at any time with no appeal rights.

Transfer: An employee who transfers from one position to another position within MBCG.

Seasonal: Employees hired on a temporary basis for a period of time to cover duties which only occur during parts of the year; paid through MBCG payroll or through temporary employment payroll service.

Temporary or contract: Persons hired on a temporary basis to handle excess workloads, special projects, or to provide for a short-term need. These persons are generally hired by Human Resources through a temporary personnel agency. Contract employees must furnish an Employee Identification Number (EIN) with their invoices, and must meet all Internal Revenue Service (IRS) guidelines for contract employees.

EMPLOYMENT AT WILL

Nothing in these policies is intended to create or establish a contract for employment between MBCG and the employees covered by their terms, nor shall this manual constitute a promise to provide any benefits.

By accepting employment with MBCG, each employee acknowledges that the relationship established is that of employer and employee. To the extent provided for by law, employees of MBCG are at will employees except with respect to those matters governed by the MBCG Civil Service Code, MBCG Code Part I, Chapter 7.

Employees of any Constitutional Officer or independent elected official work at the pleasure of that elected official. Sworn personnel of the Bibb County Sheriff's Office are under the Civil Service System. The Macon-Bibb County Fire Department is under the Civil Service System and Board of MBCG, as set forth in Chapter 7, Article II of the MBCG Code of Ordinances, Part I, "Related Laws."

SEPARATION FROM EMPLOYMENT

All separations of employees from positions of employment with MBCG shall be designated as one of the following types, and should be accomplished in the manner indicated:

1. Resignation
2. Disability
3. Retirement
4. Reduction in force
5. Dismissal
6. Death

1. Resignation:

All employees of MBCG who wish to terminate their employment with Bibb County should provide their department head with a minimum of two (2) weeks' notice of their intention to resign, unless the department head has established a policy requiring a longer notice period where work is of a technical nature in the department. The resignation should be forwarded to the Human Resources Director or their designee. An employee who does not provide the required two (2) weeks notification shall have recorded on his/her service record that he/she resigned without giving proper notice, unless the department head approves a shorter notice requirement.

Department heads shall have discretion, subject to Equal Employment Opportunity requirements, to terminate any employee's employment immediately upon receipt of a resignation notice if doing so is in the best interest of MBCG. Department heads shall have discretion, subject to Equal Employment Opportunity requirements, to place any employee on up to two weeks' paid administrative leave immediately upon receipt of that employee's resignation notice if doing so is in the best interest of MBCG. Department heads exercising either of the discretionary powers in this paragraph shall advise Human Resources and the County Manager promptly of their intent to do so.

After an employee's resignation has been submitted, if the employee's general attitude, punctuality, and overall job performance levels decline, the department head will make the resignation effective immediately. In accordance with MBCG's attendance policies, three (3) consecutive days of unreported or unauthorized absence from work will be deemed as compulsory resignation due to job abandonment.

2. Disability:

An employee may be separated from his/her employment for disability when the employee is not able to perform the required job duties because of a physical or mental

impairment. Request for disability retirement may be initiated by the employee or by MBCG, but in all cases it must be supported by certified medical evidence so specified by a licensed, competent physician. MBCG has discretion to require an examination at its expense by a designated physician of the MBCG's choice. Before an employee may be separated for disability, the department head and Human Resources Director should make reasonable efforts to locate an alternative position of employment for which the employee may be suited; determine eligibility for long-term disability benefits under MBCG's health and welfare plan; or determine eligibility for disability retirement under MBCG's pension plan.

3. Light Duty:

Where an employee under medical care provides their supervisor, their department head, or Human Resources with instructions from a licensed medical practitioner stating that the employee may not work under their normal working conditions, or that their work is subject to performance limitations or restrictions for a period that is not expected to exceed six months, then the employee will be considered for a light duty work assignment based on the needs of the employee's department and the extent of the employee's abilities and limitations. If no light duty assignment can be provided, then the employee may instead be placed on medical leave. Nothing in this paragraph shall be construed as guaranteeing or giving any employee a right to receive a light duty assignment or medical leave other than to the extent required under Federal or State law.

If at any time the limitations are expected to last for longer than six months, or actually last for longer than six months, then the employee and the MBCG shall consider available accommodations for the employee under the Americans with Disabilities Act.

4. Retirement:

Employees who are participating in one of MBCG's defined benefit plans may choose to retire in accordance with the terms of that employee's plan. The Human Resources Department, or its designee, should be consulted when an employee requests retirement so that all options and details of that employee's retirement plan can be fully explained. An employee who wishes to retire must notify the Human Resources Department at least 60 days prior to the date retirement benefits are expected to begin. Employees who fail to give 60 days' notice may not receive their first benefit check for as long as the first benefits disbursement date following 60 days from the date notice is given.

5. Reduction in Force:

A. Definitions:

1. Reduction in Force (RIF): A separation from a position of employment, a furlough, or a salary reduction of one or more employees.
2. Recall Registry: Registry maintained by Department of Human Resources of separated employees for recall purposes.
3. Full-Time Employee: Employee who works 30 hours per week or more.
4. Part-Time Employee: Employee who works less than 30 hours per week.

B. Procedure

The Macon-Bibb County Commission may approve an Ordinance authorizing a reduction in force for any of the following reasons:

1. Lack of work;
2. Lack of funds;
3. Lack of appropriation of funds;
4. Abolishment of a position;
5. Changes in the duties of a position;
6. Changes in the organization of a department; and/or
7. Any other related reasons that are outside the control of an employee that do not reflect discredit upon the service of an employee.

When it becomes necessary to institute a reduction in force in a department, a division of a department, or a section of a department, employees shall be separated on the basis of the following two (2) factors to be weighed equally: length of service with Macon-Bibb County and the average performance rating for the last three (3) years of service or for the entire period if it is less than three (3) years. Service with Macon-Bibb County shall include previous continuous service with Bibb County or the City of Macon.

The duties performed by an employee separated may be reassigned to other employees already working who hold positions in appropriate classifications. No full-time employee shall be separated while another person in a similar classification is employed as a part-time, seasonal, emergency, temporary or provisional appointment. Those less than full time shall be removed first.

If an employee is scheduled to be separated, the employee shall be offered another position if a vacancy exists and the employee is qualified to fill the position.

The Mayor and County Manager shall determine the extent and application of any reduction in force authorized by the Macon-Bibb County Commission. The Director of Human Resources shall work and assist Department Heads in applying the reduction in force factors to their department. All reduction in force employee lists will be screened by the Director of Human Resources before the reduction in force is implemented.

Notice of such reduction in force shall be issued as far in advance as possible of the actual reduction in force so that affected employees can be adequately informed. Any reduction in force will be in compliance with current federal and state laws (if applicable) and provide sufficient notification to employees who are potentially affected by such decree.

C. Bumping Rights

Employees who are designated for separation from employment may exercise (at their discretion) the right to bump back into the classification from which they were promoted, provided:

1. The position desired is within the affected area of separation. (Department, Division, or Section.)
2. The position is occupied by an employee with fewer retention rights.
3. The “bumped” employee will be separated.

D. Reassignment of Affected Employee

Employees vulnerable to separation may be reassigned to other open positions within Macon-Bibb County Government for which they are qualified. Refusal to accept reassignment to a “reasonably comparable kind” of position prohibits the separated employee from receiving any benefits described elsewhere in this Reduction in Force guideline.

E. Employees on Sick Leave, Injury Leave, or Leave of Absence

These employees will be treated in the same manner as those employees who are not absent when they are subject to separation from employment. They will be placed on the recall registry in order of seniority.

F. Use of Reduction in Force for Disciplinary Purposes

Use of reduction in force procedure to discipline employees with performance problems is prohibited. Employees with performance problems may incidentally be separated as a result of their position on a reduction in force list and in accordance with the rules of this guideline, but only for the purpose of economy --- not discipline.

G. Special Training, Skills, or Abilities Retention

When a Department Director believes that a certain individual is essential to the efficient operation of the department or organizational unit, because of special skills or abilities, and the Department Director wishes to retain this individual in preference to a person using the order prescribed above, the Department Director shall submit a written request to the Human Resources Director for permission to do so. This request shall set forth in detail the specific skills and abilities possessed by the individual and the reasons why such individual is essential to the effective operation of the department. With the approval of the Human Resources Director, the individual may be retained.

H. Recall Registry

Employees separated or who have bumped to a lower classification previously promoted from will be placed on a recall registry for the classification held before the reduction in force was implemented. Separated employees not recalled within two years from date of layoff will be removed from the registry.

I. Pension Rights

Employees who are fully or partially vested will not lose their eligibility for retirement benefits at the normal or early retirement date.

J. Insurance and Hospital Benefit Continuation

Macon-Bibb County Government will continue the employee's participation in any employee health or insurance or benefit plans for two (2) bi-weekly periods (or four weeks) after layoff. The employee must make immediate arrangements with the Human Resources Department to pay the coverage directly for any dependents. Separated employees must arrange personal coverage before the two (2) bi-weekly pay periods have passed.

K. Exit Interview

A representative of the Human Resources Department will interview every employee designated for layoff. This may be on an individual basis or in groups. The purpose of this exit interview is to explain to the employee his recall rights, unemployment benefits, etc.

L. Annual Leave and Layoff Pay

Separated employees will be paid according to specifications in Section 8.01 of personnel policy. Recalled employees will have a new annual leave eligibility date without loss of prior years' service.

M. Sick Leave Retention

Separated employees will not receive pay for accumulated sick leave hours. Accumulated sick leave hours will be held in reserve for up to two years and recalled employees will receive credit for those hours.

N. Interrupted Service

Any layoff beyond six (6) months will be considered as interrupted service and will not be used in calculating vacation, sick leave pay, or pension eligibility upon recall. If an employee is recalled within six (6) months from date of layoff, it will be considered as continued service for benefits, etc. calculations.

O. Employee Out-Placement Service

The Human Resources Department may establish an Out-Placement service to assist and advise separated employees in finding employment elsewhere.

P. Sick Leave Retention

Separated employees will not receive pay for accumulated sick leave hours. Accumulated sick leave hours will be held in reserve for up to two (2) years and recalled employees will receive credit for those hours.

Q. Interrupted Service

Any layoff beyond six (6) months will be considered interrupted service and will not be used in calculating vacation, sick leave pay, or pension eligibility upon recall. If an employee is recalled within six (6) months from date of layoff, it will be considered continued service for purposes of benefits, etc. calculations.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

The MBCG government provides, free of charge to its employees, a confidential, professional counseling service. This service is outside of MBCG, and is available to all MBCG employees and their covered dependents. The EAP provides counseling on a variety of issues, including personal problems, family relationships, parental concerns, financial concerns, stress, as well as treatment for alcohol and drug abuse.

The MBCG is not aware of who utilizes the EAP or of anything that is discussed between an EAP counselor and the employee. An employee's job security and promotional opportunities will not be jeopardized as a result of a request for assistance with his/her problems. The goal of the EAP is to provide effective assistance to employees who are currently experiencing, or are at risk of experiencing, personal problems and to help Macon-Bibb County deal more effectively with employees experiencing personal problems which are causing deterioration of job performance. Each employee and dependent is entitled to a set number of visits with a counselor per incident. If the EAP counselor feels the employee would benefit from longer-term counseling, a referral will be made to a provider within MBCG's Preferred Provider network under MBCG health and welfare plan.

If employees' personal problems are causing performance problems at work, the employee's supervisor or manager may request that the employee see an EAP counselor as a condition of continued employment. If this is the case, the employee will sign a release to allow the EAP counselor to confirm to the supervisor or manager that the employee is attending the scheduled sessions and is contributing to solution of his/her problems. The EAP counselor will not reveal the nature of the employee's problems or any issues discussed in the EAP sessions. Employees are encouraged to seek help before their problems affect job performance.

Nothing in this policy shall be interpreted as constituting a waiver of a supervisor or department head's right to take disciplinary action, nor shall the EAP be interpreted as a waiver of the right for any employee to utilize MBCG's grievance procedure. Brochures about contacting the EAP are available from Human Resources, as well as in various locations throughout the MBCG buildings.

WAGE AND SALARY ADMINISTRATION

It is the policy of MBCG to maintain a wage and salary system which maintains internal and external equity. All wage and salary determinations are made based upon the duties of the position. The Human Resources Department is responsible for wage and salary determinations, job classification and re-classification, changes in job titles, and other compensation-related decisions, contingent upon approval by the MBCG County Commission. The purpose of this written policy is to define the MBCG's pay administration philosophy and to establish a uniform and consistent method for adjusting the compensation and pay received by the employees of MBCG.

Definitions

- **Pay grade:** Letter assigned to each position in the MBCG that identifies its position in the appropriate pay schedule. (Example: Pay Grade A, B, C, NN, OO, PP, etc.)
- **Pay range:** The minimum and maximum pay for the position and all steps in between.
- **Position:** A collection of duties and responsibilities performed by an employee that has been assigned a classification title and pay grade.
- **Classification title:** The approved title assigned to a position in the MBCG's organizational structure.
- **Job code:** A three-digit number assigned to all classification titles in the MBCG's organization for control and identification purposes.
- **Merit step increase:** Pay increase granted per schedule if work has met satisfactory performance standards if approved by the County Commission for that fiscal year.
- **Starting salary or pay:** Initial salary or pay received by a new employee at the beginning of his/her employment.
- **Promotional increase:** The increase received at the time an employee moves at least one pay grade to a different classification than his or her present pay grade.
- **Demotion decrease:** The decreased pay received after an employee has been demoted at least one pay grade to a different classification below his or her present pay grade.
- **Full-time employee:** An employee with regularly scheduled work hours of 30 hours or more per week.

- **Part-time employee:** An employee with regularly scheduled work hours of less than 30 hours per week.
- **Temporary employee:** An employee who is working full-time or part-time for a specific stated period. This type of employee knows when his or her job will begin and end before initial employment.
- **Cost of Living Step Increase:** A one-step increase on the MBCG pay scale given to certain employees at the start of each fiscal year, if approved during the budgetary processes of the MBCG. Such increases are not tied to employee performance, but are not available to employees who have attained the highest step level within their pay grade, and are not available to employees whose salaries are otherwise set by operation of law.

Responsibilities

- **County Commission**
Reviews and approves compensation or reclassification recommendations from department heads.
- **Department Heads**
 1. Prepare compensation recommendations or reclassification recommendations for personnel under their direct supervision.
 2. Assure that all supervisors and employees in the department are aware of the pay policy.
 3. Recommend and/or approve promotions, merit step increases and demotions for employees.
- **Director of Human Resources**
 1. Reviews all compensation decisions prior to their being announced and advises department heads and/or Human Resources Committee of the inconsistencies in decisions.
 2. Reviews all compensation adjustments starting salaries or reclassifications before they are implemented and advises department heads and/or Human Resources Committee of inconsistencies in decisions.
 3. Reviews all proposed merit step increases, cost of living step increases, promotions, demotions, compensations and adjustments for approval.

- **General Salary Administration**

MBCG's employee compensation policy is to pay salaries commensurate with the value of service performed. Each position will be assigned a pay grade which reflects the level of duties and responsibilities performed.

The assignment of positions to pay grades is reviewed periodically to ensure that they correspond to competitive levels of compensation for similar positions in local government and industries.

Recommendations for pay adjustments will be made by the employee's immediate supervisor or department head, reviewed by the Human Resources Director and approved by the Human Resources Committee.

- **Hiring Range**

The Mayor and County Commission has established the first three (3) steps of each grade as the hiring range for the positions associated with that grade in order to provide flexibility in the hiring of exceptionally qualified candidates. Hiring above step 3 in a particular pay grade shall be reviewed by the Human Resources Director and approved by the County Commission.

- **Compensation Program**

A compensation evaluation study (salary survey) will periodically be made for the entire MBCG pay structure, with a goal of conducting such a study at least every three (3) years. Pay ranges and individual compensation may be adjusted as necessary by the MBCG to maintain a competitive compensation program.

- **Merit Step Increases—Non-Promotional**

New employees may be granted one (1) merit step increase at the end of six (6) months continuous service for satisfactory performance if merit increases have been approved by the County Commission for that fiscal year.

Step dates will be adjusted to compensate for time loss through any unpaid leave of absence.

Merit step increases are not automatic and will only be approved for employees whose yearly written MBCG Review form identifies them as satisfactory or above performance. The written evaluation and review form are to be submitted to the Department Human Resources by the first day of the month in which the merit increase is due.

A new employee will be eligible for his or her first merit step increase after the completion of six (6) months of continuous service, if the County Commission has approved merit increases for that fiscal year and if the employee meets all performance and other requirements. A MBCG Performance Review form must be

submitted on each employee whether they are recommended for the merit step or not. This review form must be signed by the employee, the supervisor and the department head and must be reviewed by the Human Resources Director.

Promotional Increases

- **One pay grade promotion:** Compensation or pay will be adjusted to the like step in the new pay grade.
- **Two or more pay grade promotion:** Compensation will be adjusted to the minimum of one step of a one-step increase in the pay grade held before promotion OR to the minimum of the new pay grade, whichever is higher.

NOTE: *Employees promoted will have a new step date coinciding with the date of promotion.*

Reallocation of Positions

- **Reclassifications:** Employees in positions reclassified to a higher pay grade or classification as a result of reclassification study will have their compensation adjusted a minimum of one step increase in their present pay grade or to the minimum of the new pay grade, whichever is greater.
- **Realignment of positions:** When positions are realigned to different pay grades or classifications for organization of pay plan purposes, the employees will be placed in the step in the new pay grade which continues his or her present hourly rate. If no pay step equals the hourly rate the employee presently receives, the employee will be placed in the step, which has the nearest hourly rate to that of the present rate received. Such a rate must receive concurrence of both the department head and the Human Resources Director.

NOTE: *Employees reclassified and placed above step one of a pay grade will retain the same step date held previously.*

Demoted Employee's Pay

Employees demoted for cause to positions for which they are qualified will have their compensation adjusted to the hourly wage rate of the step in the lower pay grade which is equal to one step less than the step the employee holds in his or her present pay grade.

NOTE: *Employees demoted for cause will have a new step date coinciding with the date of the demotion.*

Transfers

An employee transferring from one position classification to another position classification will continue to be paid at their present rate of pay or at step one of the new position, whichever is higher.

NOTE: *Transferred employees will retain their same step date.*

Unsatisfactory Performance Pay

An employee whose performance is not satisfactory (after the employee has been appropriately counseled and warned) may have his or her pay decreased by one step in his or her present pay grade.

An employee whose pay is reduced should be given a maximum of 90 days to bring his or her performance to a standard at which time his or her pay will be returned to the level held prior to decrease. Employees who cannot or do not improve in the time period stipulated should be considered for demotion or possible termination.

When an employee's merit step increase is due and the employee is evaluated as an unsatisfactory performer, the employee is not eligible for an annual merit increase. Department heads must receive the concurrence of the Director of Human Resources before reducing employee's pay due to unsatisfactory performance.

Temporary Appointments

A temporary appointment to a position of a higher pay grade will be considered a training assignment if the appointment is for less than two (2) calendar months/60 days and no pay increase will be granted. Appointments for periods in excess of two (2) calendar months/ 60 days may receive a promotional increase per the pay administration guideline if the department head makes a written request to the Human Resources Department and the Human Resources Committee approves such action. All appointed positions of the MBCG are eligible for promotion immediately upon the approval of the Mayor and County Commission.

Other Provisions

Retroactive pay adjustments will not be permitted without the concurrence of the Human Resources Director.

Merit step increases shall be effective for the pay period in which the merit review date falls, if the MBCG Performance Review form is returned to the Human Resources Department by the first day of the month in which the merit review date falls. Annual merit review increases for all MBCG employees are subject to approval by the County Commission during budget hearings for each fiscal year.

ANNUAL LEAVE

The MBCG employees in the full-time classification will receive an annual leave accrual, the amount of which is based upon tenure with MBCG. The total amount of annual leave hours accrued, less any annual leave used by the employee, will determine how much annual leave time the employee has available for use where time off from work has been approved by his/her supervisor, manager or department head. To receive the requisite accrual of vacation time the employee must be paid for at least twenty-four hours during the work week in question.

The MBCG recognizes that annual leave is important to an employee's morale, productivity, and well-being. Employees are encouraged to take their earned annual leave each year at the time best-suited to their department's work schedule. Due to seasonal operations of some departments, annual leave can be granted only during certain times of the year.

Annual leave will be scheduled at the convenience of the department involved, and longer service employees will be granted preference in the event of conflicting leave requests. Employees having more than forty (40) hours of annual leave accrued who wish to take the annual leave in separate weeks will receive seniority consideration for only the first selection of week(s). All other annual leave will be scheduled at the convenience of the department and will not displace less senior employees before those employees have had the opportunity to select their annual leave time unless the department head approves preference for the senior employee's remainder of annual leave. If an official holiday falls within an employee's vacation period, that day of leave will not be charged against the employee's annual leave.

Where possible, the employee should submit his/her annual leave request at least thirty (30) days prior to the date requested. The manager, supervisor, or department head has discretion as to whether the time off from work will be permitted, and as to whether annual leave will be awarded where less than thirty (30) days' notice has been provided by the employee.

Annual leave entitlement is paid at the rate of pay received at the time of the leave (normal hourly wage) but not including overtime pay. Employees (or their supervisor if the employee is unavailable) will record on the weekly time sheet any annual leave taken. Employees working on a compressed work week schedule will record ten (10) hours for each day of annual leave taken; all others will record eight (8) hours for each day of annual leave taken. This does not apply during a week in which a holiday recognized by MBCG falls; all employees work eight (8) hour days during holiday weeks.

If an employee records annual leave on his/her weekly time sheet and the employee does not have an annual leave balance to cover such leave, the leave will be charged to any banked compensatory time to cover the leave. If the employee has no accrued annual leave or banked compensatory time, the leave will be unpaid. Unpaid leave cannot be taken where an employee has an existing annual leave balance.

Negative balances of annual leave hours will not be allowed. Annual leave cannot be used until the week following the week in which the accrual was earned. No more than 480 hours of accumulated annual leave may be carried over into the next calendar year for all employees except firefighters. No more than 720 hours of annual leave may be carried over into the next calendar year for firefighters who work a 60 hours week. For employees participating in the Bibb County Pre May 2011 Pension Plan, all annual leave hours in excess of 480 hours on December 31st of each year will be credited toward “service time” when calculating the employee’s pension benefit. Former City of Macon sworn employees hired prior to 1977 leave accumulation will remain the same, but will follow the new accrual rates. On December 31 of the requisite year, for employees not in the Bibb County Pre May 2011 Pension Plan, any hours over 480 (720 where applicable) will be lost. During the year an employee retires or terminates employment with MBCG, he/she will be paid for the full balance of hours, including any accrued over the 480 hours carried over from the previous year. No former City of Macon employee will have vacation leave applied to service time at retirement. Accrued annual leave may be used in lieu of sick leave when an employee’s sick leave has been exhausted. For exempt employees, annual leave should not be used—or marked on the employee time sheet—in less than full day increments in the absence of extenuating circumstances. If a non-exempt employee takes a full day off from work for annual leave, he/she is not permitted to “make up” the time by working additional hours during the work week or on the weekend.

Department heads have discretion to approve use of annual leave for employees to take immediate family members to a physician, or to care for immediate family members who are ill or hospitalized if the employee does not have banked compensatory time (where applicable). For purposes of this policy, immediate family members are parent, step-parent, spouse, child or step-child.

The MBCG appointed officials must request annual leave time from the County Manager or the Mayor, and must receive approval in advance of taking any such leave.

8.01

New full-time employees do not accrue annual leave for the first six (6) months of employment, but, upon completing six months of employment, will be awarded 40 hours of annual leave (1 week). Annual leave may not be taken during the first six (6) months of employment. Annual leave accrual for an employee who is rehired more than six (6) months following the date of termination of employment will be treated the same as annual leave accrual for any newly hired employee. Annual leave accrual for an employee reinstated to a position of employment with MBCG within six (6) months of the date of termination of employment will return to the rate of accrual previously in effect.

Each week after the first six (6) months of service, a full-time MBCG employee accumulates annual leave on the following schedule:

Accrued Leave	Work Days	Hours Per Week	Hours Per Pay Period	Sworn Firefighter (60 hours per week)
6 months to 5 years	10	1.54	3.08	4.62
5 years to 10 years	12	1.85	3.70	5.55
10 years to 15 years	15	2.31	4.62	6.93
15 years to 20 years	20	3.08	6.16	9.24
20 years plus	25	3.85	7.70	11.55

The “20 years plus” accrual rate will not be available to former Bibb County and City of Macon employees hired after May 1, 2011.

Employees terminating employment with MBCG after six (6) months of service will be paid their annual leave entitlement in one lump sum, on the pay period following the final pay check. Part-time employees are not eligible for annual leave or accrual of annual leave.

SICK LEAVE BANK

The Macon Bibb County Government (MBCG) offers a sick leave bank for full-time employees to use in the event of a non-job related, catastrophic, personal injury or physical or mental illness of an employee of MBCG. Catastrophic injury or illness is defined as a physical or mental illness or injury that requires a leave of absence from work of five (5) or more consecutive work days.

Membership

1. Any full-time employee who has accumulated the equivalent of two (2) weeks of sick leave may become a member of the sick leave bank. An initial assessment of one workday of sick leave hours will be made at the time of membership with additional hours assessed as required to maintain the bank. Fifty-four hour per week Fire Department employees will be assessed twelve (12) hours. All other employees will be assessed eight (8) hours as members. All sick leave hours will be deposited into the sick leave bank when an employee becomes a member.
2. Membership is voluntary and must be made by written application. Employees may apply during an enrollment period which will be held once a year. Membership will continue until the employee resigns from participation in the sick leave bank, terminates employment with MBCG, or provides a written request to the Human Resources Department. An employee who resigns membership may be eligible to apply for re-enrollment at the next enrollment period, and, if eligible to re-enroll, such employee will be subject to the same initial assessment of sick leave hours as any new enrollee. All resignations of membership are effective the date of receipt of resignation notice by the Human Resources Department. Employees who resign from membership in the sick leave bank will not be entitled to recoup any leave time previously donated to the sick leave bank. Termination of employment will automatically terminate membership.
3. Membership automatically continues from year to year without application renewal.
4. When the balance of sick leave hours in the bank are exhausted, all members will be assessed the equivalent of one workday of sick leave. Members will be given written notice of the assessment, prior to the payroll in which it is to occur.

If the member has insufficient accumulated sick leave at the time of the assessment, then they will be assessed all accumulated hours plus the first accrued hours thereafter until the assessment requirement has been met. Deposits into the sick leave bank are not refundable or transferable.

Eligibility for Sick Leave Bank Withdrawals

A member of the sick leave bank may request withdrawal of sick leave from the bank provided that:

1. The member is absent due to a personal physical or mental health illness, non-job related injury or temporary disability that requires the employee to be absent from work for five (5) or more consecutive days. An employee's family illness does not qualify for withdrawal.
2. The member has exhausted all accumulated sick leave and banked compensatory time (where applicable).
3. Annual leave balances do not have to be used unless needed after the exhaustion of the member's annual allotment of sick leave bank hours.
4. The member is not receiving worker's compensation
5. The member has not received any disciplinary actions due to violations of the leave and attendance policies within the last twelve (12) months.

Procedure for Requesting Withdrawals

Requests for withdrawals must meet the following requirements:

1. The request for leave must be accompanied by a written statement signed by a licensed medical or mental health professional verifying the member's physical or mental health illness, injury (non-job related) or temporary disability and attesting to the member's incapacity to performed assigned duties. The statement must be presented at the time of request for withdrawals of hours except in cases where the employee is confined to a hospital or other in-patient physical or mental health treatment center. In case of in-patient confinement, a statement must be sent within ten (10) workdays of the application.
2. Withdrawals from the bank are permitted only where a member will be absent more than five (5) workdays consecutively. Withdrawals from the bank are not permitted for intermittent absences.
3. Members may withdraw up to a maximum of the equivalent of six (6) weeks of leave during a rolling twelve (12) month period. For forty (40) hour per week employees, the maximum withdrawal is two hundred and forty (240) hours. For fifty-four (54) hour per week employees, the maximum withdrawal is three hundred

and twenty-four (324) hours. Members who withdraw the full six (6) weeks are not eligible for another withdrawal until twelve (12) months have passed from the initial withdrawal, and may only withdraw enough hours such that the annual maximum is never exceeded for the most recent twelve (12) calendar months. Sick leave withdrawn and used from the sick leave bank will be paid to the employee at the employee's regular rate of pay, as though the employee used his or her own accumulated sick leave.

4. Withdrawals will be made only in increments necessary to cover the employee's normally scheduled work hours in a pay period.
5. All leave granted but not used by a member must be returned to the bank.
6. If a member is physically or mentally unable to make a request for withdrawal, a family member may file the request on the member's behalf.

Processing the Request

Requests for withdrawals will be processed as follows:

1. Any employee requesting use of sick leave bank time must submit a Sick Leave Withdrawal Request Form to Human Resources along with a written statement signed by a licensed medical or mental health professional.
2. Human Resources will review the request for eligibility and verification and will notify the employee's department head of whether the employee is eligible to use the sick leave bank, and the number of hours of sick leave bank time available to the employee.
3. Employees who meet all eligibility requirements shall be granted a withdrawal of sick leave. Sick leave granted from the bank to and used by a member does not have to be repaid. All members are subject to uniform assessments of sick leave hours as needed to keep the bank sound. Any member who obtains leave based on misstated information or erroneous or false information will be required to repay MBCG for the time granted and will be subject to disciplinary action pursuant to the Conduct and Discipline Guideline.
4. Any employee who returns to work after using sick leave bank time must submit a new Sick Leave Withdrawal Request Form, and have such form approved, before they will be able to use any additional sick leave bank time.

Administration

The Human Resources Director or his/her designee will administer the sick leave bank in accordance with the regulations contained herein. The Human Resources Director or his/her designee has the responsibility of receiving, verifying and acting on requests for membership and withdrawals.

MILITARY LEAVE

The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

USERRA is administered by the Veterans' Employment and Training Service (VETS), and applies to persons who perform duty, voluntarily or involuntarily, in the "uniformed services," which include the Army, Navy, Marine Corps, Air Force, Coast Guard, Public Health Service commissioned corps, and reserve components of each of these services. Federal training or service in the Army National Guard and Air National Guard also gives rise to rights under USERRA. In addition, under the Public Health Security and Bioterrorism Response Act of 2002, certain disaster response work (and authorized training for such work) is considered "service in the uniformed services."

Uniformed services include active duty, active duty training, inactive duty training (such as drills), initial active duty training, and funeral honors duty performed by National Guard and reserve members, as well as the period for which a person is absent from a position of employment for the purpose of an examination to determine fitness to perform any such duty.

USERRA covers nearly all employees, including part-time employees, and applies to virtually all U.S. employers, regardless of size.

- **Leave of absence generally** – You may take a leave of absence while engaged in the performance of ordered military duty and while going to and returning from such duty. You must give a written request to the department head upon notification of "ordered duty," so that leave to participate in the required training may be granted.
- **Leave of absence while attending service schools** – If you are or become a voluntary member of any force of the organized militia or of any reserve force or reserve component of the armed forces of the United States, you may take a leave of absence while in attendance at any service school conducted by the armed forces of the United States for a period up to and including six (6) months, and while going to and returning from the school. However, you are not entitled to leave in excess of a total of six (6) months during any four-year period.

- **Employment rights** – Time during which you are on military leave shall not constitute an interruption of continuous employment, and you will not be subject to any loss or diminution of time, service, increment (merit increase), vacation, holiday privileges, or any other right or privilege by reason of such absence.

You will be paid your full salary or other compensation for any periods of absence while engaged in the performance of ordered military duty and while going to and returning from duty, not exceeding a total of eighteen (18) days (144 hours total) in any one federal fiscal year.

In the event the Governor of Georgia declares an emergency and orders you to perform military duty as a member of the National Guard, you will be paid your full salary or other compensation during such military service for a period not exceeding thirty (30) days (240 hours total) in any one federal fiscal year.

NOTE: *The military leave requirement does not apply to employees who are employed on a temporary basis.*

- **Reemployment rights** – You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:
 1. You ensure that your employer receives advance written or verbal notice of your service, unless such notice was precluded by military necessity or otherwise impossible or unreasonable;
 2. You have five (5) years or less of cumulative service in the uniformed services while with that particular employer;
 3. You return to work or apply for reemployment in a timely manner after conclusion of the service or have submitted a timely application for reemployment, unless timely return or application was impossible or unreasonable; and
 4. You have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be reemployed in the job that you would have attained had you not been absent for military service (the “escalator” principle), with the same seniority, status and pay, as well as other rights and benefits determined by seniority. Reasonable efforts (such as training or retraining) must be made to enable you to qualify for reemployment. If you cannot qualify for the “escalator” position, you must be

reemployed, if qualified, in any other position that is the nearest approximation to the escalator position and then to the pre-service position.

While you are performing military service, you are deemed to be on a furlough or leave of absence and are entitled to the non-seniority rights accorded other similarly-situated individuals on non-military leaves of absence. The time limits for returning to work are as follows:

1. **Less than 31 days of service:** By the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight (8) hour rest period. If this is impossible or unreasonable through no fault of your own, then as soon as possible.
2. **31 to 180 days:** You must apply for reemployment no later than fourteen (14) days after completion of military service. If this is impossible or unreasonable through no fault of your own, then as soon as possible.
3. **181 days or more:** You must apply for reemployment no later than ninety (90) days after completion of military service.
4. **Absence for any length of time for purposes of an examination to determine your fitness to perform service in the uniformed services:** By the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight (8) hour rest period. If this is impossible or unreasonable through no fault of your own, then as soon as possible.
5. **Service-connected injury or illness:** Reporting or application deadlines are extended for up to two (2) years for persons who are hospitalized or convalescing.

If you fail to report or apply for employment or reemployment within the appropriate period, you do not automatically forfeit your entitlement to your rights and benefits, but will be subject to the MBCG's conduct rules, established policy, and general practices, pertaining to explanations and discipline with respect to absence from scheduled work.

USERRA establishes a five-year cumulative total for military leave with a single employer, with certain exceptions allowed for situations such as call-ups during emergencies, reserve drills, and annually scheduled active duty for training. However, an employee may complete an initial period of active duty that exceeds five (5) years.

An employer is not required to reemploy a person if:

1. The employer's circumstances have so changed as to make such reemployment impossible or unreasonable;
 2. In the case of a person entitled to reemployment under 38 U.S.C. § 4313(a)(3), (a)(4), or (b)(2)(B), such employment would impose an undue hardship on the employer;
 3. The employment from which the person leaves to serve in the uniformed service is for a brief, non-recurrent period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period.
- **Right to be free from discrimination** – If you (1) are a past or present member of the uniformed service; (2) have applied for membership in the uniformed service; or (3) are obligated to serve in the uniformed service – then an employer may not deny you initial employment, reemployment, retention in employment, promotion, or any benefit of employment, because of this status.
 - **Right to be free from retaliation** – An employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.
 - **Health insurance protection** – If you leave your job to perform military service of more than thirty (30) days, you may elect to continue your existing employer-based health plan coverage for you and your dependents for up to twenty-four (24) months while in the military. However, you may be required to pay up to 102% of the full premium. If you leave your job to perform military service of less than thirty-one (31) days, health care coverage is provided as if you had remained employed.

Even if you do not elect to continue coverage during your military service, you have the right to be reinstated under your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

- **Pension plan protection** – USERRA pension protections apply to defined benefit plans and defined contribution plans as well as plans provided under federal or state laws governing pension benefits for government employees. For purposes of pension

plan participation, vesting, and accrual of benefits, USERRA treats military service as continuous service with the employer.

- **Enforcement** – VETS, a division of the U.S. Department of Labor, is authorized to investigate and resolve complaints of USERRA violations.

For assistance in filing a complaint, or for any other information on USERRA, contact VETS at **1-866-4-USA-DOL** or visit its **website** at <http://www.dol.gov/vets>. An interactive online USERRA Advisor can be viewed at <http://www.dol.gov/elaws/userra.htm>.

If you file a complaint with VETS, and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice or the Office of Special Counsel, as applicable, for representation.

You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

- **Penalties/Sanctions** – A court may order an employer to compensate a prevailing claimant for lost wages or benefits. USERRA allows for liquidated damages for “willful” violations.



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO ADOPT A BUDGET AND APPROPRIATE SUMS FOR THE OPERATION OF THE MACON-BIBB COUNTY GOVERNMENT FOR FISCAL YEAR 2024; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, Ga. L. 2012, p.5595, as amended thereafter, (the “Charter”) established a single county-wide government with powers and jurisdiction throughout the territorial limits of Bibb County under the name Macon-Bibb County, the governing body for which is the Macon-Bibb County Commission (the “Commission”); and

WHEREAS, pursuant to the requirements of Sections 26 of the Charter, the Mayor submitted to the Commission on May 16, 2023, being at least six weeks prior to the start of the fiscal year, a budget message and a budget report, and a capital improvement program, accompanied by a draft of the recommended appropriations ordinance, which provides for the appropriation of the funds necessary to operate all the various departments and to meet the current expenses of Macon-Bibb County for the next fiscal year; and

WHEREAS, pursuant to the requirements of Section 26 of the Charter, the Commission shall annually appropriate the funds necessary to operate all the various departments and to meet the current expenses of the restructured government for Fiscal Year 2023 by approving said appropriations ordinance by a two-thirds majority vote of the commissioners then serving; and

WHEREAS, the Macon-Bibb County Commission finds that the budget and appropriations specified herein are necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1.

Exhibit “A” attached hereto and by this reference made a part hereof, shall be the Macon-Bibb County Budget for Fiscal Year 2024, and each departmental expenditure listed in Exhibit “A” is hereby appropriated for the purposes specified, to the legal level of control established therein. No monies shall be transferred from any department or fund without express consent of the Commission.

Section 2.

Acquisitions of capital equipment shall be conducted pursuant to code requirements provided that acquisitions of such equipment completed within the dollar limits specified shall require no further action of the Commission. Any monies appropriated in any capital improvement account remaining and not used after completion of the particular project to which such account applies, or at the end of the fiscal year, must be re-allocated by an appropriations ordinance. If not re-appropriated, such funds shall lapse.

Section 3.

Exhibit “B” attached hereto and by this reference made a part hereof, shall be the Macon-Bibb County Organizational Chart for Fiscal Year 2024.

Section 4.

The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

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

Section 7.

This Ordinance, to the extent necessary, shall be codified in a manner consistent with the laws of the State of Georgia and Macon-Bibb County.

Section 8.

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

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

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

Section 9.

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 10.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this

Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

ORDERED AND ORDAINED this _____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION

Q:\ORD MACON-BIBB\2022 Miller FY23 Budget Ordinance 5-17-22.Docx

FY24 Budget
Ordinance

EXHIBIT A

Fund Appropriations

DRAFT

Macon-Bibb County, Georgia
Budget Ordinance FY 2024
Exhibit A

General Fund	
Revenues:	
Taxes	\$ 184,931,803
Business Licenses/Permits	\$ 4,682,000
Intergovernmental Revenue	\$ 3,157,000
Charges for Services	\$ 6,732,000
Fines & Forfeitures	\$ 1,836,000
Investment Income	\$ 451,400
Rent	\$ 1,754,000
Miscellaneous	\$ 245,000
Other Financing Resources	\$ 70,262
Total Revenues General Fund	\$ 203,859,465
Expenditures:	
Board of Commissioners	\$ 526,053
Mayor's Office	\$ 517,781
County Manager	\$ 1,632,386
County Clerk	\$ 396,873
Board of Elections	\$ 2,004,257
Finance	\$ 1,924,039
Purchasing	\$ 371,619
County Attorney	\$ 2,728,955
Information Technology	\$ 6,936,373
Human Resources	\$ 1,719,049
Tax Commissioner	\$ 4,134,513
Tax Assessors	\$ 2,456,737
Risk Management	\$ 1,051,550
Internal Audit	\$ 315,639
Facilities Management	\$ 9,480,460
Data/Records Management	\$ 158,518
Small Business Affairs	\$ 222,527
General Services-Mail Services	\$ 294,405
General Administrative Fees	\$ 413,591
Non-Departmental	\$ 795,400
Superior Court Judges	\$ 2,048,347
Superior Court Clerk	\$ 3,033,242
District Attorney	\$ 4,032,702
DA - Victim Witness	\$ 208,369
State Court Judges	\$ 1,662,176
State Court Probation	\$ 1,015,218
State Court Solicitor	\$ 1,477,467

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Magistrate Court	\$	524,136
Civil Court Administration	\$	1,858,949
Probate Court	\$	1,201,687
Juvenile Court	\$	1,498,920
Municipal Court	\$	841,600
Grand Jury	\$	37,427
Public Defender	\$	3,894,581
Sheriff's Office	\$	55,168,202
Fire Department	\$	30,747,781
Coroner	\$	739,508
Animal Welfare	\$	973,760
Emergency Management Agency	\$	650,983
Public Works	\$	5,503,935
Engineering	\$	1,326,678
Health	\$	1,030,000
Welfare	\$	3,948,792
Community Services	\$	3,924,000
Recreation	\$	6,441,144
Parks & Beautification	\$	4,185,368
Extension Service	\$	346,784
Code Enforcement	\$	2,781,313
Industrial & Urban Development	\$	6,413,536
Economic & Community Development	\$	45,000
Debt Service	\$	9,000,000
Transfer to Other Funds	\$	9,217,135
Total Expenditures General Fund	\$	203,859,465
Crime Victim Assistance Fund	\$	77,300
Drug Abuse Treatment & Edu Fund	\$	99,940
Alternate Dispute Resolution Fund	\$	252,834
Juvenile Court Supervision Fund	\$	25,000
Law Library Fund	\$	35,000
Confiscated Fund	\$	516,000
Macon Bibb County Jail Fund	\$	132,000
Commissary Fund	\$	1,010,000
E-911 Fund	\$	4,147,710
American Rescue Grant Fund	\$	62,326,223

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Sponsored Programs Fund	\$ 2,141,823
CDBG Grant Fund	\$ 1,927,768
Grants Fund	\$ 20,879,641
ECD-HOME Grant Fund	\$ 1,254,412
ECD-Emergency Solutions Grant	\$ 159,452
Middle GA Education Corridor BID	\$ 400,000
Downtown Macon Business Imp Dist	\$ 460,000
Hotel Motel Tax Fund	\$ 6,000,000
DFACS MIL Fund	\$ 3,466,078
Emerg Mgt & Disaster Control	\$ 100,000
Capital Improvement Fund	\$ 11,230,129
SPLOST 2018 Funds	\$ 129,982,368
Ocmulgee Greenway Fund	\$ 32,895
Blight Elimination Fund	\$ 3,065,000
2014 TAD-2 Second St Project Fund	\$ 1,001,200
2104 TAD-3 Renaissance Projects	\$ 70,262
2014 TAD-4 Bibb Mill Center Fund	\$ 200,000
Debt Service Fund	\$ 12,500,000
Solid Waste Management Fund	\$ 14,500,000
Airport Fund	\$ 3,082,481
Coliseum & Auditorium Fund	\$ 1,177,000
Bowden Golf Course Fund	\$ 974,784
Tobesofkee Recreation Area Fund	\$ 2,034,287

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Workers Compensation Fund	\$ 2,856,632
Group Insurance Fund	\$ 20,673,352
Vehicle Maintenance	\$ 2,186,729
Total Other Funds	\$ 310,978,300

*****SPLOST 2018 FUNDS are budgeted on a project accounting basis *****

Total All Funds	\$	514,837,765
	\$	514,837,765
	\$	-

FY24 Budget
Ordinance

EXHIBIT B

Organizational Chart

