



Committee of the Whole Regular Meeting

January 9, 2024 | 9:00 AM

City Hall
700 Poplar Street
Macon, GA 31201

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

1. Call to Order

Mayor Lester M. Miller

2. Announcements

- a. Announcement of Road Closures due to filming - Adrianna Beavers (Sponsored by: Lester M. Miller, Mayor)

3. Approval of Minutes

- a. Approval of minutes from the November 14, 2023 meeting

(Sponsored by:)

4. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission To Appoint And Reappoint William Z. Wilson To Serve As A Member Of The Macon-Bibb County Defined Contribution And Deferred Compensation Plan Administrative Board (Sponsored by: Lester M. Miller, Mayor)

5. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of The Judicial Council Of Georgia American Rescue Plan Act Grant For Calendar Year 2024-2025, In The Amount Of \$483,092.00, With No Local

Match, Awarded To The Macon Judicial Circuit; (Sponsored by: Lester M. Miller, Mayor)

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Fy2024 Georgia Gang Activity Prosecution (“Gap”) Grant From The Georgia Emergency Management And Homeland Security Agency (Gema/Hs) In The Amount Of \$29,000.00, With No Local Match Required, To Be Used By The Bibb County Sheriff’s Office To Fund The Expansion Of The Formulytics Platform (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A 2024 Urban And Community Forestry Trees Across Georgia (“Tag”) Grant From The Georgia Forestry Commission In The Amount Of \$253,150.00, With No Local Match Required, To Plant 455 Trees To Reduce The Effects Of Urban Heat Islands In Macon-Bibb County (Sponsored by: Lester M. Miller, Mayor)

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

- a. A Resolution Of The Macon-Bibb County Commission To Amend “Schedule Ix” As Referenced In Section 28-17 Of The Macon-Bibb County Code Of Ordinances Relating To Speed Zones And Speed Limits In Macon-Bibb County, To Add Five School Zones (Sponsored by: Lester M. Miller, Mayor)
- b. An Ordinance Of The Macon-Bibb County Commission Amending A Portion Of Section 28-19 Of The Macon-Bibb County Code Of Ordinances To Set The Maximum Speed Limit On Ingleside Avenue Between Vista Circle And Riverside Drive At 25 Miles Per Hour (Sponsored by: Seth Clark, Mayor Pro Tem, Mallory Jones, Commissioner, Elaine Lucas, Commissioner)

7. Contracts and Purchase Orders for Approval

- a. A Resolution Of The Macon-Bibb County Commission Ratifying The Issuance Of Purchase Orders To Ken’s Stereo-Video In The Total Amount Of \$230,319.78 And Authorizing The Mayor To Approve The Issuance Of Purchase Orders To Ken’s Stereo-Video Junction, Inc., In An Amount Not To Exceed \$170,554.00 For Renovations To Courthouse Audio-Visual Systems, To Be Paid From 2023 Accountability Court American Rescue Plan Funds (Sponsored by: Lester M. Miller, Mayor)

8. Dedication

- a. A Resolution Of The Macon-Bibb County Commission To Amend The Name Of The Frank Ray Boxing Arena At Freedom Park To “Frank Ray – Montgomery Brothers Boxing Arena” In Honor Of Michael, Maliek, And Mikhail Montgomery (Sponsored by: Al Tillman, Commissioner)

9. Appropriations

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$15,000.00 From The General Fund – Fund Balance To

Shekinah Glory Praise And Worship Center To Match Funds Raised To Build A
Community Garden (Sponsored by: Al Tillman, Commissioner)

10. 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);

COMMITTEE OF THE WHOLE

MINUTES

November 14, 2023

The 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 Raymond Wilder
Commissioner Bill Howell
Commissioner Al Tillman
Commissioner Elaine Lucas

COMMISSIONERS ABSENT

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
Melissa Touchton, Asst. Clerk of Commission
Keith Moffett, County Manager
Janice Ross, Clerk of Commission
Chris Floore, Communications
Olivia Walter, Communications
Edna Adams, Communications
Wanzina Jackson, Director of ECDD
Charlotte Woody, Asst. Director of ECDD

GUESTS PRESENT:

Cass Hatcher, CEO, River Edge Behavioral Center
Carlton Williams, Economic Community Council
Ivey Hall, CEO, Habitat for Humanity
Gigi Rolfes, Family Advancement Ministries
Sarita R Hill, CEO, Economic Community Council
David Danzie, Nominee for Macon Housing Authority

1. **Approval Of Minutes**

On motion of Mayor Miller, seconded by Commissioner Tillman and carried unanimously, the minutes of the September 12, 2023 meeting were approved.

2. **Appointments to Authorities, Boards and Committees**

- A. A Resolution Of The Macon-Bibb County Commission Appointing David Danzie Jr. To Serve On The Macon Housing Authority Board Of Commissioners (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Tillman, seconded by Commissioner Bronson and carried unanimously, the appointment of David Danzie Jr. to the Macon Housing Authority Board of Commissioners was approved.

- B. A Resolution Of The Macon-Bibb County Commission Reappointing Kyle Greene And Aisha Anderson To Serve As Members Of The Macon-Bibb County Defined Contribution And Deferred Compensation Plan Administrative Board (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Tillman and carried unanimously, the

November 14, 2023

re-appointment of Kyle Greene and Aisha Anderson to serve as members of the Macon-Bibb County Defined Contribution and Deferred Compensation Plan Administrative Board was approved.

- C. A Resolution Of The Macon-Bibb County Commission Reappointing Lisa Berrian To Serve As A Member Of The Macon-Bibb County Urban Development Authority (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Lucas seconded by Commissioner Wynn and carried unanimously, the re-appointment of Lisa Berrian to serve as members of the Macon-Bibb County Urban Development Authority was approved.

Commissioner Watkins arrived at this time.

3. New Alcohol Beverage Licenses

- A. Mudra 6999 d.b.a. Welcome Food located at 6999 Knoxville Rd., Lizella, GA

On motion of Commissioner Wilder, seconded by Commissioner Wynn and carried unanimously, the license for Mudra 6999 d.b.a. Welcome Food was approved.

- B. Nishu 2023 LLC d.b.a. Nishu Food Mart located at 2243 Shurling Drive, Macon, GA

On motion of Mayor Miller, seconded by Commissioner Wilder and carried by a vote of seven to one with Commissioners Wynn, Lucas, Clark, Wilder, Howell, Watkins and Tillman casting the affirmative votes and Commissioner Bronson casting the dissenting vote, the license for Nishu 2023 LLC d.b.a. Nishu Food Mart was approved.

Commissioner Jones arrived at this time.

4. Street Lights

- A. A Resolution Of The Macon-Bibb County Commission Accepting The Recommendation Of Facilities Management To Deny The Request For The Installation Of Additional Street Lights At The Intersection Of Mikado Avenue And Grady Street Pursuant To Article X Of Chapter 29 Of The Macon-Bibb County Code Of Ordinances; (Sponsored by: Lester M. Miller, Mayor)

Commissioner Watkins moved to table the item, seconded by Commissioner Lucas and carried unanimously, the item was tabled.

- B. A Resolution Of The Macon-Bibb County Commission Accepting The Recommendation Of Facilities Management To Deny The Request For The Installation Of Additional Street Lights At 508 Charles Street Pursuant To Article X Of Chapter 29 Of The Macon-Bibb County Code Of Ordinances (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Mayor Pro Tem Clark the motion to table was approved by a vote of six to three with Commissioners Bronson, Lucas, Clark, Wilder Watkins, and Tillman casting the affirmative votes and Commissioners Wynn, Jones, and Howell casting the dissenting votes.

5. Contracts and Purchase Orders for Approval

- A. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Agreement With Macon-Bibb County Economic Opportunity Council, Inc. ("EOC") Granting An Emergency Solutions Grant In The Amount Of \$68,000.00 For The Provision Of Homelessness Prevention Services (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Lucas, seconded by Commissioner Bronson and carried unanimously, the agreement with Macon-Bibb County Economic Opportunity Council, Inc. was approved.

- B. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Agreement With Family Advancement Ministries, Inc. Granting An Emergency Solutions Grant ("ESG") In The Amount Of \$112,500.00 For The Provision Of Homelessness Prevention Services (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Lucas, seconded by Commissioner Bronson and carried unanimously, the agreement with Family Advancement Ministries, Inc. was approved.

- C. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Agreement With Meals On Wheels Of Middle Georgia, Inc. To Provide \$208,215.00 In Community Development Block Grant – Coronavirus (CDBG-CV) Funds For Meals On Wheels To Provide Home-Delivered Meals To Low-Income Seniors And Assist Those That Need Immediate Food Assistance (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Tillman, seconded by Commissioner Lucas and carried unanimously, the agreement with Meals on Wheels of Middle Georgia, Inc. was approved.

- D. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Agreement With First Choice Primary Care, Inc. Granting Emergency Solutions Grant ("ESG") Funding In The Amount Of \$57,027.00 For The Provision Of Case Management Services (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Tillman, seconded by Commissioner Bronson and carried unanimously, the agreement with First Choice Primary Care, Inc. was approved.

- E. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Macon-Bibb County Economic Opportunity Council, Inc. (EOC) Granting Community Development Block Grant - Coronavirus (CDBG-CV) Funding In The Amount Of \$100,000.00 For EOC To Provide Hotel/Motel Stays For Displaced Individuals And Families Within Macon-Bibb County (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Lucas, seconded by Commissioner Bronson and carried unanimously, the agreement with Macon-Bibb County Economic Opportunity Council, Inc. was approved.

- F. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Goldcoaster Ventures, LLC, Whereby Macon-Bibb County Will Provide Funding Under The Home Investment Partnership Program In The Amount Of \$98,737.00 For The Construction One Single Family Unit Home (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Tillman and carried unanimously, the agreement with Goldcoaster Ventures was approved.

- G. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With River Edge Foundation, Inc., Whereby Macon-Bibb County Will Provide Funding Under The Home Investment Partnership Program In The Amount Of \$800,000.00 For The Construction Of Five (5) Tiny Homes (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Tillman, seconded by Commissioner Lucas and carried unanimously, the agreement with River Edge Foundation, Inc. was approved.

- H. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Macon Area Habitat For Humanity, Inc., Whereby Macon-Bibb County Will Provide Funding Under The Home Investment Partnership Program In The Amount Of \$285,338.00 For The Construction Of Two New Detached Single-Family Residential Homes; (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Wynn and carried unanimously, the agreement with Macon Area Habitat for Humanity, Inc. was approved.

6. Executive Session

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

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

Respectfully submitted:

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



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 WILLIAM Z. WILSON 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, with the resignation of Kyle Greene from employment with Macon-Bibb County, Mr. William Z. Wilson has been recommended by the Mayor for appointment, to fill the recently opened seat on the Macon-Bibb Defined Contribution and Deferred Compensation Plan Administrative Board; and

WHEREAS, William Z. Wilson has expressed his interest in becoming a member of the Board, meets all rules, regulations, and requirements necessary for appointment and submitted his 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 William Z. Wilson is hereby appointed to serve as a member of the Macon-Bibb Defined Contribution and Deferred Compensation Plan Administrative Board, to serve a full term to begin on January 1, 2024, and expire on December 31, 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 _____, 2024.

By: _____
LESTER M. MILLER, Mayor

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

*Q:\RES MACON-BIBB\2024 Miller Appointing William Z. Wilson To The Defined Contribution
And Deferred Compensation Plan Administrative Board.Docx*

EXHIBIT A

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: William Z. Wilson

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.

William Z. Wilson WM Wilson
Print and Sign Name

Sworn to and subscribed before me this
30th day of November, 2023.

Sheila F. Griggs
Notary Public

My commission expires: 8/20/2025



Rev. April 2022
See O-22-0011



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 ACCEPTANCE OF THE JUDICIAL COUNCIL OF GEORGIA AMERICAN RESCUE PLAN ACT GRANT FOR CALENDAR YEAR 2024-2025, IN THE AMOUNT OF \$483,092.00, WITH NO LOCAL MATCH, AWARDED TO THE MACON JUDICIAL CIRCUIT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Judicial Council of Georgia Ad Hoc Committee on American Rescue Plan Act Funding (“ARPA Committee”) has awarded a grant to the Macon Judicial Circuit in the amount of \$483,092.00; and

WHEREAS, pursuant to the terms of the award, the Macon Judicial Circuit will utilize these grant funds to provide support for existing or new personnel, and administrative expenses to enable the courts to address case backlogs caused by the pandemic; and

WHEREAS, this grant does not require a local match; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission does hereby authorize the acceptance of the Judicial Council of Georgia American Rescue Plan Act Grant funding in the amount of FOUR HUNDRED EIGHTY THREE THOUSAND NINETY TWO AND NO/100 CENTS (\$483,092.00) with no local match required, as described in Exhibit A, attached hereto and incorporated herein by reference.

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

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

BE IT FURTHER RESOLVED 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 _____, 2024.

By: _____

LESTER M. MILLER, Mayor

Attest: _____

(SEAL)

JANICE S. ROSS, Clerk of Commission

*Q:\RES MACON-BIBB\2024 Miller Accepting Judicial Council of Georgia ARPA Grant - Macon Judicial Circuit
\$483092.docx*

EXHIBIT A



Judicial Council of Georgia
Administrative Office of the Courts

Chief Justice Michael P. Boggs
Chair

Cynthia H. Clanton
Director

Judicial Council of Georgia American Rescue Plan Act Grant Funding
Calendar Year 2024 – 2025 Grant Agreement

Award Name: 2024-25_ARPA_3Y015

Recipient Name: MACON JUDICIAL CIRCUIT

Award Amount: \$ 483,092

CFDA: 21.027

Grant Period: January 1, 2024 - December 31, 2025

Award Effective: January 1, 2024

With the acceptance of this award, you agree to administer this grant in compliance with your approved application, the grant budget, and the conditions and restrictions set forth in the grant package. Further, in accordance with Department of Treasury regulations 31 CFR Part 205, implementing the Cash Management Improvement Act, you agree to limit your request for reimbursement of federal funds to the minimum amount needed and to time the request in accordance with the actual, immediate requirements in carrying out programs funded through this award. Failure to adhere to these requirements may cause the suspension of grant funds.

Grantee Responsibilities:

Monthly reimbursement requests should be submitted to the Administrative Office of the Courts via email to Kari.Kitchens@georgiacourts.gov and ARPA@georgiacourts.gov, by the 15th of each month. The monthly requests should be submitted using the *ARPA Reimbursement Request Form* Excel document and the required supporting documentation as outlined on the *Reimbursement Request Form Checklist*.

AOC Responsibilities:

The AOC will review expense documentation for accuracy and completeness and submit the monthly requests for reimbursements to the Governor's Office of Planning and Budget (OPB). Upon reimbursement from OPB, the AOC will remit reimbursements to the grantees.

Acceptance of Terms and Conditions

Signature and Title:

Philip T. Raymond III
Chief Judge, Superior Court
Macon Judicial Circuit

Date:

12/18/2023

244 Washington Street SW • Suite 300 • Atlanta, GA 30334
404-656-5171 • www.georgiacourts.gov

JUDICIAL BRANCH ARPA GRANT BUDGET TEMPLATE	
Submitted by: Macon Judicial Circuit	

Submitted by: **Macon Judicial Circuit**

Budget Categories	Calendar Year 2023 Current Approved Award			Calendar Year 2023		Calendar Year 2024/2025			
Personnel Services	Salary	Quantity	Total	Revision/Amendment	Total	Salary	Quantity	Total	Total Budget
Grant Administration and Clerical (include in application section (E) (6))									
Grants Manager - Administrator	\$ 40,000	1	\$ 40,000	\$ -	\$ 40,000	\$ -	0	\$ -	\$ 40,000
	\$ -	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -
Total Grant Admin and Clerical Request	\$ 40,000	1	\$ 40,000	\$ -	\$ 40,000	\$ -	0	\$ -	\$ 40,000
Personnel Directly Responding to Case Backlog (include in application section (E) (1))									
Deputy Court Clerk (1 position for CY24 and CY25)	\$ 62,181	1	\$ 62,181	\$ -	\$ 62,181	\$ 66,300	2	\$ 132,600	\$ 194,781
Investigator (3 positions for CY23, 1 position for CY24 and CY25)	\$ 83,200	3	\$ 249,600	\$ -	\$ 249,600	\$ 89,698	2	\$ 179,396	\$ 428,996
Judicial Assistant (1 position for CY24 and CY25)	\$ 64,835	1	\$ 64,835	\$ -	\$ 64,835	\$ 68,300	2	\$ 136,600	\$ 201,435
Judges (Sr Judges to Serve as Presiding Judge and Over Accountability Courts) Several for CY24 and CY25	\$ 380,000	1	\$ 380,000	\$ -	\$ 380,000	\$ 34,496	1	\$ 34,496	\$ 414,496
Legal Secretary - DA's Office (2 positions for CY23)	\$ 63,300	2	\$ 126,600	\$ -	\$ 126,600	\$ -	0	\$ -	\$ 126,600
Victim Advocate (1 position for CY23)	\$ 63,000	1	\$ 63,000	\$ -	\$ 63,000	\$ -	0	\$ -	\$ 63,000
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Trial Jury Pay - Crawford * Per Day	\$	5,250	1	\$	5,250	\$	-	\$	5,250	\$	-	0	\$	-	\$	5,250
Trial Jury Pay - Peach * Per Day	\$	3,500	1	\$	3,500	\$	-	\$	3,500	\$	-	0	\$	-	\$	3,500
Prof Services - Court Reporter (Per Diem) - Bibb * Per Day	\$	35,000	1	\$	35,000	\$	-	\$	35,000	\$	-	2	\$	-	\$	35,000
Professional Services - Court Reporter (Per Diem) Crawford *Per Day	\$	3,000	1	\$	3,000	\$	-	\$	3,000	\$	-	0	\$	-	\$	3,000
Prof Services-Court Reporter (Per Diem) Peach *Per Day	\$	2,000	1	\$	2,000	\$	-	\$	2,000	\$	-	0	\$	-	\$	2,000
Supplies and Materials - Misc Office Supplies	\$	1,000	1	\$	1,000	\$	-	\$	1,000	\$	-	0	\$	-	\$	1,000
	\$	-	0	\$	-	\$	-	\$	-	\$	-	0	\$	-	\$	-
Total ARPA-Eligible Administrative Expenses	\$	260,250	12	\$	260,250	\$	-	\$	260,250	\$	-	4	\$	-	\$	260,250
ARPA-Audio Visual Equipment Modernization (include in application section (E) (7))																
Audio-visual equipment modernization	\$	400,943	1	\$	400,943	\$	-	\$	400,943	\$	-	0	\$	-	\$	400,943
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	\$	-	0	\$	-	\$	-	\$	-	\$	-	0	\$	-	\$	-
Total ARPA Audio Visual Equipment Modernization	\$	400,943	1	\$	400,943	\$	-	\$	400,943	\$	-	0	\$	-	\$	400,943
Temporary Facilities or Workspace (include in application section (E) (5))																
	\$	-	0	\$	-	\$	-	\$	-	\$	-	0	\$	-	\$	-
	\$	-	0	\$	-	\$	-	\$	-	\$	-	0	\$	-	\$	-
Total Temporary Facilities or Workspace	\$	-	0	\$	-	\$	-	\$	-	\$	-	0	\$	-	\$	-
Total Direct/Administrative Costs:	\$	661,193	13	\$	661,193	\$	-	\$	661,193	\$	-	4	\$	-	\$	661,193
TOTAL OVERALL BUDGET	\$	1,417,709	23	\$	1,647,409	\$	-	\$	1,647,409	\$	258,794	11	\$	483,092	\$	2,130,501

Final Approved v.8.1 rev. 11/3/23



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 ACCEPTANCE OF A FY2024 GEORGIA GANG ACTIVITY PROSECUTION (“GAP”) GRANT FROM THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY (GEMA/HS) IN THE AMOUNT OF \$29,000.00, WITH NO LOCAL MATCH REQUIRED, TO BE USED BY THE BIBB COUNTY SHERIFF’S OFFICE TO FUND THE EXPANSION OF THE FORMULYTICS PLATFORM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, The Bibb County Sheriff’s Office has been awarded a FY2024 Georgia Gang Activity Prosecution (“GAP”) Grant from the Georgia Emergency Management and Homeland Security Agency in the amount of \$29,000.00; and

WHEREAS, the Bibb County Sheriff’s Office will utilize the funds for the expansion of Formulytics platform, which assists Bibb County Sheriff’s Office and the District Attorney’s Office with tracking essential data to help reduce gang and violent crimes, and increase prosecution rates; and

WHEREAS, no local match is required to receive the funds that have been awarded; and

WHEREAS, a copy of the grant award letter and contract documents have been attached hereto as Exhibit A and are incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to accept the grant funds for the stated purpose on behalf of the Sheriff’s Office; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission does hereby authorize the acceptance of the FY2024 Georgia GAP Grant awarded to the Bibb County Sheriff's Office in the amount of TWENTY-NINE THOUSAND DOLLARS AND 00/100 CENTS (\$29,000.00) from the Georgia Emergency Management and Homeland Security Agency to fund the expansion of the Formulytics system for Bibb County Sheriff's Office, as described 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 _____, 2024.

By: _____

LESTER M. MILLER, Mayor

Attest: _____

(SEAL)

JANICE S. ROSS, Clerk of Commission

*Q:\RES MACON-BIBB\2024 Miller Accepting GEMA HS GAP Grant For BC Sheriff's Office
\$29,000.00.Docx*

EXHIBIT A



STATE FISCAL YEAR 2024

GEORGIA GANG ACTIVITY PROSECUTION GRANT PROGRAM

SUBRECIPIENT AGREEMENT

BETWEEN

THE GEORGIA EMERGENCY MANAGEMENT AND

HOMELAND SECURITY AGENCY

AND

BIBB COUNTY SHERIFF'S OFFICE

I. PARTIES. This Subrecipient Agreement ("Agreement") is made and entered into by and between the Georgia Emergency Management and Homeland Security Agency ("GEMA/HS"), an agency of the State of Georgia ("State"), and Bibb County Sheriff's Office ("Subrecipient"). GEMA/HS and the Subrecipient are sometimes referred to herein individually as a "Party" or collectively, the "Parties".

II. PURPOSE. The purpose of this Agreement is to establish the roles and responsibilities of the Parties regarding the administration of the State Fiscal Year 2024 ("SFY24") Georgia Gang Activity Prosecution Grant ("GAP Grant"). The SFY24 GAP Grant's purpose is to support state and local efforts to prosecute gang related activity.

III. TERM. The Parties hereby agree as follows: This Agreement shall become effective upon the day and date the Agreement has been signed by all Parties and returned to GEMA/HS, whichever is later, and shall remain in full force until May 15, 2024.

IV. AWARD AMOUNT. GEMA/HS, as Recipient of the SY24 GAP Grant, has awarded the amount of \$29,000.00 to the Subrecipient in accordance with the SFY24 State Budget.

V. ACKNOWLEDGEMENTS. Any Subrecipient receiving funding for the purpose of Gang Activity Prosecutions must adhere to the following:

- A.** Each Subrecipient must take gang related training appropriate to their profession (law enforcement officer, analyst, prosecuting attorney, paralegal, etc.) on criminal gang activity or related prosecutions. For law enforcement, recommended training providers are the Georgia Public Safety Training Center ("GPSTC"), the Georgia Department of Corrections ("GDC"), and the Georgia Bureau of Investigation ("GBI"). Georgia Gang Investigators Association ("GGIA") training is highly encouraged. For legal professionals, updated training on federal, state, and local laws pertaining to gang, organized crime, and Racketeer Influenced and Corrupt Organizations Act ("RICO") law is recommended. Training records do not need to be provided to GEMA/HS but must be available upon request.
- B.** Each Subrecipient must provide quarterly statistics on the number of gang suspects, criminal cases, and indictments which resulted from this GAP Grant award.
- C.** Each Subrecipient must provide a subject matter expert Point of Contact ("POC") or group email addresses in addition to those listed in this Agreement. This substantive and GAP Grant POC must attend a virtual kickoff meeting in January 2024. Details will be provided upon receipt of contact information.
- D.** Each Subrecipient utilizing software for this GAP Grant must take all recommended training provided by the software provider.

- E. Each Subrecipient must be willing to share Need to Know information on gangs with other Georgia prosecuting attorneys, law enforcement agencies, corrections facilities, and GEMA/HS as needed.
- F. If requested, each Subrecipient must participate in any statewide meeting or training deemed essential by GEMA/HS.
- G. If the Subrecipient misuses the GAP Grant award funds it may result in a range of penalties, including suspension or debarment from receiving State Grants, recouping of monies provided under the GAP Grant award, and potential civil and or criminal penalties.
- H. ONLY PREAPPROVED COSTS ARE ALLOWABLE UNDER THIS GAP GRANT. GAP GRANT AWARD FUNDS WILL BE OBLIGATED ONLY FOR REASONABLE AND NECESSARY COSTS DESIGNED TO FACILITATE GANG ACTIVITY PROSECUTION.

VI. TERMINATION.

- A. Cause/Default: This Agreement may be terminated for cause, in whole or in part, at any time by GEMA/HS or the State of Georgia for the failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If GEMA/HS or the State exercises its right to terminate this Agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than thirty (30) days after the effective date of written notice of termination. Upon termination of this Agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this Agreement.
- B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this Agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege, and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege, and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any GAP Grant funded items purchased under this Agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, license, and related documents. At that time, the Subrecipient shall deliver and turn over possession and title of GAP Grant funded items, without cost, as directed by GEMA/HS.
- C. GEMA/HS may terminate this Agreement for cause after thirty (30) days written

notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under O.C.G.A. Section 50-18-70 et seq.

D. GEMA/HS may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar days prior written notice.

E. Non-Availability of Funding: Notwithstanding any other provision of this Agreement, in the event that either of the sources of funding for reimbursement under this Agreement (appropriations from the General Assembly of the State of Georgia) no longer exist, in the event, the sum of all obligations of GEMA/HS incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this Agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

F. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination.

G. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient shall not be relieved of liability to GEMA/HS because of any breach of Agreement by the Subrecipient. GEMA/HS may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due GEMA/HS from the Subrecipient is determined.

VII. CLOSING OF THIS GRANT.

A. GEMA/HS will close each GAP Grant award after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, GEMA/HS will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, GEMA/HS will recover the unused funds.

B. At the completion and closure of all Subrecipient's GAP Grant ("projects"), GEMA/HS will request the Subrecipient to Certify the completion of all projects in accordance with the grant terms and conditions to state there are no further claims under this GAP Grant award.

C. The closeout of this GAP Grant does not affect:

1. GEMA/HS' right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Agreement that impose continuing obligations on Subrecipient or that govern the rights and limitations of the Parties to this Agreement after the expiration or termination of this Agreement.

VIII. STANDARD OF PERFORMANCE.

- A. The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions, and guidelines, as stated within this Agreement.
- B. Subrecipient shall perform all activities as approved by GEMA/HS. Any change to a project shall receive prior written approval by GEMA/HS. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Agreement, including but not limited to the following Attachment(s):
 1. Attachment 1: Subrecipient's Application
 2. Attachment 2: Cost Lines

IX. FUNDING OBLIGATIONS. GEMA/HS shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.

- A. **SUBRECIPIENT AGREES IT WILL NOT USE THIS SUBAWARD AS MATCH FUNDS FOR FEDERAL PROGRAMS.**
- B. Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by GEMA/HS under this Agreement shall not exceed the total cumulative award amounts listed on the Subrecipient's GAP Grant award.
- C. The Subrecipient will be responsible for properly invoicing GEMA/HS for reimbursement for allowable costs associated with the GAP Grant.
- D. The Subrecipient agrees to cooperate with GEMA/HS to comply with **all** State requirements related to the GAP Grant funding.

- E. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this Agreement or GAP Grant award.

X. INDEMNIFICATION

- A. The Subrecipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and GEMA/HS, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, subrecipients, or contractors provided, however, that the Subrecipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or GEMA/HS.
- B. The Subrecipient shall fully indemnify, defend, and hold harmless the State and GEMA/HS from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided.

XI. AUDITS

- A. **Right to Audit.** Subrecipient shall give the Georgia Department of Audits and Accounts, GEMA/HS, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of GAP Grant funds received, and performances rendered under this Agreement. Subrecipient shall permit GEMA/HS or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials, or information necessary to facilitate such audit.
- B. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as GEMA/HS may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
- C. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this GAP Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause

concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

D. Subrecipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g. paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five (5) State fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings through litigation or otherwise.

E. Subrecipient's must submit audit reports to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

XII. GENERAL PROVISIONS.

A. Amendments. Each Party may request changes to this Agreement. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by and between the Parties to this Agreement shall be incorporated by written instrument and effective when executed and signed by both Parties to this Agreement.

B. Confidentiality Requirements. The Parties shall treat all individually identifiable information, including personal and/or health information, that is obtained or viewed by the Parties' officers, employees, volunteers, agents, representatives, or authorized subcontractors in the performance of this Agreement as confidential information and shall not use any information so obtained, in any manner, except as may be necessary for the proper discharge of the Parties' responsibilities.

C. Headings. The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.

D. Public Records. The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records, including pricing information, and other records to be made public unless otherwise provided by law. The Parties agree that this Agreement, any related purchase orders, related invoices, and related pricing lists will be public documents, and may be available for distribution. The Parties give each other express permission to make copies of this Agreement, any related purchase orders,

related invoices, and related pricing lists. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

- E. **Record Retention.** The Parties shall preserve and make available its records for a period of five (5) years from the date of final payment under this Agreement, and for such period, if any, as is required by applicable statute or this Agreement. If the Agreement is completely or partially-terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final settlement.
- F. **Liability.** GEMA/HS does not waive its sovereign immunity by entering into this Agreement. Each entity fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- G. **Funding.** All activities pursuant to this Agreement are subject to the availability of appropriated funds.
- H. **State Laws.** The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Georgia.
- I. **Jurisdiction And Venue.** In the event that any dispute, litigation, or other legal proceedings shall arise under or in connection with this Agreement, such litigation or other legal proceeding shall be conducted in the courts located within Fulton County, Georgia. Furthermore, the Parties consent to jurisdiction and venue in the Superior Court of Fulton County, Georgia, and hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.
- J. **Compliance With Applicable Laws And Regulations.** It is understood and agreed that nothing contained in the Agreement, or any related Agreement shall require any of the Parties herein to violate any policies of GEMA/HS or any laws or regulations of the United States or the State of Georgia.
- K. **Statement of Non-Discrimination.** The Parties agree that in the performance of the Agreement they will not discriminate or permit discrimination against any person or group of persons on the basis of gender, disability, race, color, religion, sexual orientation, national origin, or in any other manner prohibited by the laws of the United States or the State of Georgia or the Parties' policies.
- L. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in effect and the Parties may renegotiate the terms affected by the severance.

M. Survivability. The Agreement shall remain in full force and effect to the end of the specified term or until terminated pursuant to the Agreement. All obligations of the Parties incurred or existing under the Agreement as of the date of expiration or termination will survive the termination or expiration of the Agreement.

A. Reservation of Rights. This Agreement will in no way diminish or otherwise affect the Parties' authority to fully carry out their rights and responsibilities under applicable laws and regulations nor will it affect the Parties' abilities or rights to raise any defenses available under law in the event that one Party initiates an administrative or judicial enforcement action against another Party. Subject to applicable security, classification, and other confidentiality laws and regulations, nothing in this Agreement shall be construed to prohibit the Parties from using information developed under this Agreement in furtherance of their statutory duties, rights, and obligations.

N. Boycott Of The Nation Of Israel Prohibited. Each Party certifies that it is not currently engaged in a boycott of the nation of Israel, and that it will not engage in such a boycott for the duration of this Agreement.

O. Conflicts of Interest. The Parties hereto state that the provisions of O.C.G.A. § 45-10-20 et seq., regarding conflicts of interest, have not been violated and will not be violated in any respect.

P. Dispute Resolution. In the event of any conflict involving activities conducted pursuant to this Agreement, the Parties will make reasonable efforts to informally resolve the issue. An attempt will first be made by the respective Parties organizations to resolve the issue at the staff level. If the matter cannot be resolved, the issue will be discussed by the respective decision-makers. Nothing in this section shall be construed to restrain the Parties from issuing correspondence, or other formal written communications to document or clarify an issue that is in conflict or dispute.

Q. Drug-Free Workplace. The Parties hereby certify as follows:

1. The Parties will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement; and
2. If the Parties have more than one employee, that Party shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq., throughout the duration of this Agreement; and

3. Parties will secure from any sub-contractor hired to work on any job assigned under this Agreement the following written certification: "As part of the subcontracting contract with the Bibb County Sheriff's Office certifies to the Bibb County Sheriff's Office that a drug-free workplace will be provided for the sub-Contractor's employees during the performance of this Agreement pursuant to paragraph 7 of subsection (b) of O.C.G.A. § 50-24-3."
4. A Party may be suspended, terminated, or debarred if it is determined that:
 - a) A Party has made false certification here in above; or
 - b) A Party has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3(b).

R. Sexual Harassment Prevention.

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If any of the Parties, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, that Party may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

1. If the Party is an individual who is regularly on State premises or who will regularly interact with State personnel, that Party certifies that:
 - a) the Party has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy

located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;

- b) the Party has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- c) Upon request by the State, the Party will provide documentation substantiating the completion of sexual harassment training.

2. If the Party has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, that Party certifies that:

- a) the Party will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
- b) the Party has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- c) Upon request of the State, the Party will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

S. **Debarred, Suspended, and Ineligible Status.** The Parties certify that each Party and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4. Each Party will

immediately notify the other Party if the Subrecipient and/or any subcontractors are debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

- T. **Notices.** All notices required or desired to be given hereunder shall be deemed delivered when given by hand delivery, emailed, by nationally recognized overnight courier service with tracking capabilities, or by registered or certified mail, return receipt requested as follows:

If to Georgia Emergency Management and Homeland Security Agency:

Sheneka Turner
Preparedness Grants & Programs Manager
935 United Avenue Southeast
Atlanta, Georgia 30316
Sheneka.Turner@gema.ga.gov
Office: 404-635-7068
Cell: 470-332-6784

With a copy to:

Linda Criblez
Deputy Director for Homeland Security
linda.criblez@gema.ga.gov
Office: 470-889-5220
Cell: 404-360-8306

If to: _____

Contact Name: _____

Contact Title: _____

Subrecipient Name: _____

Address: _____

Address: _____

Email: _____

Phone: _____

- U. **Parties' Signature and Authority.** The Parties' representatives, in signing this Agreement, sign only as properly authorized representatives of their respective Parties and do not assume any personal liability thereby. The Parties'

representatives executing this Agreement warrant that they have full and current legal authority to act and contract on behalf of their Parties.

XIII. ENTIRE AGREEMENT; WAIVER; SIGNATURE AND DELIVERY. This Agreement including the incorporated Exhibits and Attachments, supersedes all prior Agreements, both verbal and written, and any discussions and writings and constitutes the entire Agreement between the Parties with respect to the specific subject matter hereof. No waiver or modification of this Agreement will be binding upon any Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right shall be deemed a waiver of such right. Execution and delivery of this Agreement electronically is hereby deemed valid and effective, and a signed facsimile or electronic copy is hereby deemed an original for all purposes.

XIV. SIGNATURE. In witness whereof, the Parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

(SIGNATURES ON FOLLOWING PAGE)

[THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK]

THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

Name: Linda Criblez
Title: Deputy Director of Homeland Security

Date

BIBB COUNTY SHERIFF'S OFFICE
[Subrecipient's Name]


Name: David J. Davis
Title: Sheriff

12/6/23
Date

Funding > Cost Lines: Project #12 - SFY24 Georgia Gang Activity Prosecution 1 Result

#	Amnd	Type	Description	Unit Cost	Qty	Cost
1	0	Equipment	Formulytics	\$29,000.00	1	\$29,000.00
						\$29,000.00



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 ACCEPTANCE OF A 2024 URBAN AND COMMUNITY FORESTRY TREES ACROSS GEORGIA (“TAG”) GRANT FROM THE GEORGIA FORESTRY COMMISSION IN THE AMOUNT OF \$253,150.00, WITH NO LOCAL MATCH REQUIRED, TO PLANT 455 TREES TO REDUCE THE EFFECTS OF URBAN HEAT ISLANDS IN MACON-BIBB COUNTY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County has applied for and been awarded a 2024 Urban and Community Forestry Trees Across Georgia (“TAG”) Grant from the Georgia Forestry Commission in the amount of \$253,150.00; and

WHEREAS, Macon-Bibb County will utilize the funds to plant 455 trees at seven different disadvantaged sites in the city to mitigate the effects of urban heat islands and provide environmental, health and social benefits in these areas; and

WHEREAS, no local match is required to receive the funds that have been awarded by this TAG grant; and

WHEREAS, a copy of the grant award letter and contract documents has been attached hereto as Exhibit A 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 Macon-Bibb County Commission does hereby authorize the acceptance of the TAG Grant from the Georgia Forestry Commission in the amount of TWO HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED FIFTY

DOLLARS AND 00/100 CENTS (\$253,150.00) to plant 455 tree at seven different disadvantaged sites in the city, as described 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.

(SIGNATURES ON FOLLOWING PAGE)

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____

LESTER M. MILLER, Mayor

Attest: _____

(SEAL)

JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2024 Miller Accepting Urban And Community TAG Grant 253,150.Docx

EXHIBIT A



5645 Rogers Mill Road
Dry Branch, GA 31020
P. 478-751-3500
F. 478-751-3455

An Equal Opportunity
Employer & Service Provider



Brian Kemp
Governor

Tam Lowmire
Director/State Forester

Board of Commissioners:

Fairy Spillers, Chairperson
Roberta

Sandra Sparks, Vice Chairperson
Elizay

Enter Bendley
Macon

Ben Clegg
Dublin

Chad Nimmer
Blackshear

Robert Poffard
Appling

Ken Sheppard
Wilkes

December 20, 2023

Wimberly Treadwell
Landscape Architect
wimberly@wimberlytreadwell.com

RE: Trees Across Georgia (TAG) Grant **2024-Macon-25373**

Dear Wimberly,

Congratulations! Macon-Bibb County has been selected to receive \$253,150 in funding from the 2024 Urban and Community Forestry Trees Across Georgia (TAG) Grant Program.

In order to formalize our grant partnership, you will need to complete the included paperwork sent via Submittable:

1. Signed and witnessed copy of the grant agreement,
2. Completed, signed and notarized E-verify affidavit,
3. Completed and signed Supplier Change Request (SCR) form,
4. Completed and signed W-9 form.

Please do not start incurring costs for your project until after the agreement is signed and fully executed by both parties.

If you have any questions, please contact us using the emails or phone numbers below.

It is through projects such as yours that the Georgia Forestry Commission hopes to reach new audiences and increase the capacity of Georgia's community forestry program. We are looking forward to a long-lasting partnership that will improve the future of Georgia's trees.

Sincerely,

Joan K. Scales
Partnership Coordinator
(478) 733-2604
jscales@gfc.state.ga.us

Lindsay Neumann
Grants Specialist
(478) 874-9139
lneumann@gfc.state.ga.us

SECTION 3: DIVERSITY IDENTIFICATION (Check ALL That Apply)

BUSINESS CERTIFICATIONS

- ☐ GA Small Business* ☐ Women Owned
☐ GA Resident Business** ☐ Minority Business Certified
☐ Not Applicable ☐ Prefer Not to Disclose

MINORITY BUSINESS ENTERPRISE (51% ownership)

- ☐ Hispanic – Latino ☐ African American
☐ Native American ☐ Asian American
☐ Pacific Islander ☐ Not Applicable
☐ Prefer Not to Disclose

*Based on Georgia law (OCGA 50-5-21) (3) "Small Business" means any business which is independently owned and operated. Additionally, such business must either have 300 or less employees OR \$30 million or less in gross receipts per year.

**Georgia resident business is defined as any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and which regularly maintains a place from which business is physically conducted in Georgia; provided, however, that a place from which business is conducted shall not include a post office box, a leased private mailbox, site trailer, or temporary structure.

VETERAN-OWNED SMALL BUSINESS (Check ALL That Apply)

- ☐ Nonveteran-owned Small Business ☐ Veteran-owned Small Business ☐ Service Disabled VOSB ☐ Prefer Not to Disclose

SECTION 4: REQUESTED CHANGE(S) – (Check ALL That Apply)

- ☐ FEI/TIN Change (Cannot change if supplier is 1099 applicable)
☐ Business Name Change
☐ 1099 Eligible (Cannot change to non-eligible if supplier is already 1099 eligible)
☐ 1099 Addr ID # (Agency Liaisons are REQUIRED to enter the AddrID # where to mail 1099)
☐ 1099 – M Enter Code (Required for Form 1099 – M)
☐ 1099 – N Code 01 (01 is the only code available for the 1099 – NEC)

☐ Reactivate Supplier Profile

☐ Deactivate Supplier Profile (Agency Liaison MUST attach written justification from the supplier with the SCR.)

☐ Add Additional Business Address (Enter additional address in Section 1)

☐ Change Existing Business Address

☐ Change/Add Payment Alt Name to an existing address (If payable to a different name, DO NOT enter the DBA).

☐ Enter Addr ID # to change: Payment Alt Name:

☐ Classification Change: (Agency Liaisons are required to check one for Classification Changes.)

☐ Attorney ☐ HCM ☐ Student ☐ Supplier Non-minority

☐ Gov Non-State of GA ☐ Non-Supplier ☐ Supplier Minority

☐ Statewide Contract (DOAS Use Only)

☐ HCM Vendor

☐ Other (Provided details in the Comments section below)

☐ Comments

AGENCY USE ONLY SECTION 5: AGENCY LIAISON CERTIFICATION (REQUIRED)

By my signature below, I certify that all reasonable effort has been made to submit information that is complete, accurate, true, and is associated with the supplier's name and Tax ID listed above.

AGENCY LIAISON NAME

AGENCY LIAISON SIGNATURE

DATE

B/U#

Revised 10/2023

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (_____ name of contractor) on behalf of (_____ name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (_____ name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (_____ name of contractor) on behalf of (_____ name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (_____ name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (_____ name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

AGREEMENT FOR
INFLATION REDUCTION ACT
URBAN AND COMMUNITY FORESTRY PROGRAM
2024 SINGLE YEAR PROJECT

This Agreement, effective upon execution of this document, made by and between the Georgia Forestry Commission, hereinafter referred to as the "COMMISSION", and the **Macon-Bibb County**, hereinafter referred to as the "SUB-GRANTEE". Georgia Forestry Commission and Macon-Bibb County are hereafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the COMMISSION is the recipient of Urban and Community Forestry program funds through the Inflation Reduction Act (IRA), as per Subtitle D. Sec. 23003 (a) State and Private Forestry Conservation Programs, to provide multi-year funding for programmatic, competitive grants through the Urban and Community Forestry Trees Across Georgia (TAG) grant program, hereinafter referred to as the "grant", to fund projects in the state of Georgia that provide benefits to disadvantaged communities as indicated on the Climate and Economic Justice Screening Tool (CEJST), and

WHEREAS, the SUB-GRANTEE agrees to carry out **2024-Macon-25373** entitled **Macon-Bibb Tree Planting for Tree Shade Equity** as approved by the COMMISSION to plant 455 trees at seven different disadvantaged sites in the city to mitigate the effects of urban heat islands and provide environmental, health and social benefits in these areas.

NOW THEREFORE, for and in consideration of the mutual benefits to each party as hereinafter appear below, the parties mutually agree as follows.

A. THE SUB-GRANTEE AGREES:

1. To implement this agreement and provide the services as specified in the SUB-GRANTEE's Project Proposal submitted and received through the Submittable platform, with funding changes and non-fundable project proposals and/or modifications noted therein.
2. To complete the project by **January 31, 2025**.
3. That in order to meet the federal IRA funding requirements and qualify for the match waiver, 80%-100% of project funding will directly benefit

disadvantaged communities identified by the Climate and Economic Justice Screening Tool (CEJST).

4. To track and provide the locations of project activities, specifically tree planting and tree giveaway locations, in a manner approved by the COMMISSION, in order to accurately document that 80%-100% of project funding will benefit disadvantaged communities as identified by the CEJST.
5. To notify the COMMISSION in writing, and receive written approval, of any proposed or necessary changes to the project before implementing said changes. The COMMISSION is not obligated to fund any changes not properly approved in advance.
6. To provide quarterly Progress Reports throughout the term of the grant, and a Final Report at the end of the grant term, indicating project activities and accomplishments, and providing updates to the COMMISSION on project milestones. SUB-GRANTEE must complete mandatory reporting in order to fulfill the reporting requirements placed upon the State of Georgia by the USDA Forest Service. SUB-GRANTEE should prepare for these reports to ensure the information is available for timely reporting by the 15th of each month following each quarter. Reports should be submitted as instructed by the COMMISSION through the Submittable platform no later than the due dates. SUB-GRANTEE is required to be up to date on reporting requirements for approval of reimbursement requests. Reports are due as follows:

Quarter 1: January-March (Due April 15th)

Quarter 2: April-June (Due July 15th)

Quarter 3: July-September (Due October 15th)

Final Report: within two (2) weeks of project completion date of January 31, 2025.

7. To include photographs as part of the documentation process, including photographs of project sites prior to grant project initiation, if applicable. SUB-GRANTEE agrees for the COMMISSION to use photographs as it deems necessary, including but not limited to, federal reporting to the USDA Forest Service and Georgia Forestry Commission publications and other media. Photographs should be submitted with Progress Reports and available upon request by the COMMISSION.
8. To participate in any requests by the COMMISSION for interviews and/or media requests related to the grant project, and to notify the COMMISSION of any such requests from outside entities.

9. To the following payment process:

- a. Funds awarded under the grant are available on a reimbursement basis and are made contingent upon SUB-GRANTEE's submission of a Reimbursement Request Form (available in Submittable) and approved documentation. The COMMISSION reserves the right to deny payment requests, make partial payments, or request more information regarding the payment request. Reimbursements are subject to the completion and review of scheduled milestones and proper documentation of grant expenses. The Urban and Community Forestry Grant Program administrator will review requests to evaluate the progress of the project and to ensure reimbursements are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations, along with State of Georgia requirements.
- b. Payment requests are allowable at a maximum of once per month and at minimum of a quarterly basis unless otherwise approved in writing by the COMMISSION.
- c. Payment requests are allowable for costs incurred toward the project starting on the date of execution of this agreement and end at the completion of the project, but no later than **January 31, 2025**.
- d. Ten percent of the grant amount will be held by the COMMISSION until approval of final report.

10. To provide documents of all publications paid for by IRA funds to the COMMISSION for review and approval prior to printing and distribution. Refer to Section A, Paragraph 17 for required Non-discrimination Statement to accompany publications.

11. To maintain all project records in an orderly form for State or Federal audit. At the completion of the entire project, all project records must be retained for at least three (3) years after final payment.

12. To hold harmless the COMMISSION, its officers, agents, and employees from any and all claim for damages or injuries to persons or property that may be sustained as a result of the performance of the SUB-GRANTEE or his agents in connection with this agreement.

13. To be responsible for directing, accounting and recording of all costs incurred in performing the project. The SUB-GRANTEE shall maintain a record of all costs, which will consist of copies of canceled checks, paid bills, payrolls, time and attendance records, contract and subcontract award documents, and any other records associated with the performance of this agreement. The SUB-GRANTEE agrees to adhere to all requirements and submit all reports required in Appendix A to the COMMISSION'S Administrator as identified under FFATA Terms & Conditions, section #2

Reporting Requirements in paragraph 3 of Appendix A with the Contractor's invoice.

14. If the SUB-GRANTEE is a nonprofit organization as defined in O.C.G.A. Section 50-20-2, then the SUB-GRANTEE agrees to comply with provisions of O.C.G.A. Section 50-20-1 through 50-20-8, and in particular, the requirements of O.C.G.A. Section 50-20-3 and with such further instructions as the State of Georgia may subsequently require in the implementation of said provisions.
15. The SUB-GRANTEE certifies that a drug-free workplace will be provided for SUB-GRANTEE's employees during the performance of this contract and that it will secure from any sub-contractor hired to work in a drug-free workplace the following written certification:
"As part of the subcontracting agreement with (Sub-Contractors name) certifies to the SUB-GRANTEE that a drug-free workplace will be provided to sub-contractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of O.C.G.A. code section 50-24-3.
16. In order to ensure compliance with O.C.G.A. 13-10-91 the SUB-GRANTEE shall complete the attached "E-Verify Affidavit".
17. All disseminated information in any printed, audiovisual, or electronic form from this project shall include the following statement:

The work upon which this publication is based was funded in whole or in part through an Inflation Reduction Act Urban and Community Forestry program grant awarded by the Southern Region, State and Private Forestry, USDA Forest Service and administered by the Georgia Forestry Commission.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at

<https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or

(2) Fax: (833) 256-1665 or (202)690-7442; or

(3) Email: program.intake@usda.gov.

If the material is too small to permit the full Non-Discrimination Statement to be included, at a minimum, include the alternative statement:

"This institution is an equal opportunity provider."

The USDA Forest Service and the Georgia Forestry Commission reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government or State of Georgia purposes.

B. THE COMMISSION AGREES:

1. To provide the total financial grant not to exceed **\$253,150** to implement the Inflation Reduction Act (IRA) Urban and Community Forestry Project **2024-Macon-25373**.
2. To reimburse SUB-GRANTEE upon receipt of approved Request for Reimbursement Form and approved documentation on a cost reimbursement basis agreed to by both parties, as stated and agreed upon in Section A, Paragraph 9 above; provided, however, the total amount shall not exceed **\$253,150**.

C. GENERAL TERMS AND CONDITIONS:

1. Laws Governing the Agreement: This agreement shall and is deemed to be one made under the laws of the State of Georgia only and shall be construed and given effect in accordance with the laws of Georgia and not otherwise.
2. That payments to the SUB-GRANTEE by the COMMISSION shall be based

upon receipt of an approved Reimbursement Request Form and documentation of expenditures.

3. That if any income is generated from this project, this income will be utilized toward an urban forestry project that will assist in meeting the objectives of this project.
4. That this Agreement is at all times subject to applicable State laws, standards, and/or rules and regulations now existing or which may hereafter be enacted and/or adopted by the State of Georgia or the COMMISSION; and that this Agreement and all rights, privileges, and responsibilities shall be interpreted and construed according to the laws of the State of Georgia.
5. That this Agreement represents the sole and complete understanding of the terms of this Agreement between the parties hereto and any changes in the scope of the Agreement shall be mutually agreed upon by and between the COMMISSION and the SUB-GRANTEE and shall be incorporated in written amendments to this Agreement.
6. That this Agreement shall be renewed on an annual basis between the COMMISSION and the SUB-GRANTEE. Renewal is contingent upon SUB-GRANTEE's adherence to IRA guidelines, timely reporting of progress of project and milestones, and factual and satisfactory requests of reimbursement of funds. SUB-GRANTEE agrees annual renewal is solely at the discretion of the COMMISSION and the COMMISSION shall have the right to refuse renewal of this agreement by giving a thirty (30) day written notice to the SUB-GRANTEE of such nonrenewal and specifying the effective date and conditions of final payment.
7. If, through any cause, the SUB-GRANTEE shall fail to fulfill in a timely and proper manner the SUB-GRANTEE's obligation under this agreement, or if the SUB-GRANTEE shall violate any of the covenants, agreements or stipulations of this agreement, the COMMISSION shall have the right to terminate this agreement by giving a thirty (30) day written notice to the SUB-GRANTEE of such termination and specifying the effective date of such termination. In that event, all finished and unfinished documents, data, studies, surveys, drawings, graphic design, maps, models, photographs, and reports prepared under this contract shall, at the option of the COMMISSION, become the property of the COMMISSION and the SUB-GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
8. The SUB-GRANTEE shall be familiar and shall comply with the provisions of Title VI of the Civil Rights Act of 1964:

No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

IN WITNESS WHEREOF, and by signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. The parties hereto have executed this award.

GEORGIA FORESTRY COMMISSION

BY: _____

John Sabo
Deputy Director
Georgia Forestry Commission
5645 Riggins Mill Road
Dry Branch, GA 31020

Date: _____

WITNESS for GFC

Macon-Bibb County
700 Poplar St
Macon, GA 31201
UEI: TVNBHEU6LLY9

BY: _____
Authorized Representative

Printed Name: _____

Title: _____

Date: _____

WITNESS for ORGANIZATION

APPENDIX A

AGREEMENT ADDENDUM

FFATA (Federal Funding Accountability and Transparency Act)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website (www.USASpending.gov). Federal awards include grants, sub grants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below \$30,000 or credit card transactions before October 1, 2008.

Definitions

A. "FFATA funds" means funds expended or obligated from appropriations The Federal Funding Accountability and Transparency Act.

B. "Contractor" is defined as any person, including, but not limited to, a bidder, offertory, loan recipient, grantee, or sub-grantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or sub-grant with the Georgia Forestry Commission, or with a person under contract, subcontract, grant, or sub-grant with the Georgia Forestry Commission. The term contractor may include a permit, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Georgia Forestry Commission.

FFATA Terms & Conditions

1. **Revisions to Requirements.** Contractor acknowledges that this Addendum may be revised pursuant to ongoing guidance from the relevant Federal agency or Georgia Forestry Commission regarding requirements for FFATA funds. Contractor agrees to abide by any such revisions upon receipt of written notification from the Georgia Forestry Commission of the revisions, which will automatically become a material part of this Addendum, without the necessity of either party executing any further instrument.

2. **Reporting Requirements** – To meet the reporting requirements of FFATA and ensure transparency and accountability in the use of funds provided through FFATA. Activities carried out and results achieved with FFATA funds will be tracked carefully, reported clearly and quantifiably.

In an effort to meet this requirement, all project information will be reported by GFC at www.fsrs.gov/.

Contractors will be responsible for submitting financial and management reports once the contract is signed to Georgia Forestry Commission, Attn: Charletta Tyson, 5645 Riggins Mill Road, Dry Branch, GA 31020 within 5 business days.

Detailed information on any subcontracts or sub-grants awarded by the Contractor must include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109–282), allowing aggregate reporting on awards below \$30,000 or to individuals, as prescribed by the Director of the Office of Management and Budget;

Contractor may be required to submit backup documentation for expenditures of FFATA funds including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the Georgia Forestry Commission.

3. Registrations and Identification Information

(a) Contractor must maintain current registrations in the System for Award Management (SAM) (www.sam.gov) at all times during which they have active federal awards funded with FFATA funds. A Unique Entity Identification (UEI) Number is one of the requirements and the official governmentwide identifier used for federal awards. UEI Numbers can be obtained through SAM.gov.

(b) If applicable, the Contractor agrees to separately identify to each sub-contractor and document at the time of award of contract or approval of application and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of FFATA funds.

4. Flow Down Requirement. Contractor must include these FFATA Terms and Conditions in any sub-contract, sub-grants, loans and cooperative agreements.

5. Prohibition on Use of Funds. FFATA Section 1604 states no FFATA funds may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, or any other items prohibited by FFATA.

6. Wage Rate Requirements. FFATA requires that all laborers employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to FFATA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). Will comply with the Copeland Act (40 U.S.C. Section 276C and 18 U.S.C. Section 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), regarding labor standards for federally assisted construction sub-agreements.

7. Whistleblower Provision.

(a) An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:

- (1) gross mismanagement of an agency contract, agreement or grant relating to covered funds;
- (2) a gross waste of covered funds;
- (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (4) an abuse of authority related to the implementation or use of covered funds; or
- (5) a violation of law, rule, or regulation related to an agency contract or agreement (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(b) A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint regarding the reprisal to the appropriate U.S. Office of the Inspector General.

9. False Claims Act. Contractors and subcontractors shall promptly refer to the U.S. Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed

a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

10. Environmental and Preservation Requirements. The Contractor shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the awarding Federal agency to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, the Clean Air Act, the Federal Water Pollution and Control Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Contractor to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. The Contractor shall not undertake any project having the potential to impact EHP resources without the prior approval of the awarding Federal agency, including but not limited to communication towers, physical security enhancements, new construction, and modification to buildings that are 50 years old or greater. The Contractor must comply with all conditions placed on the project as a result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Contractor must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Contractor will immediately cease construction in that area and notify the Georgia Forestry Commission. Any construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding.

11. No Contracts/Agreements with Debarred or Suspended Entities. The Contractor shall not enter into any contract or subcontract with any party that has been debarred or suspended from either:

- (a) contracting with the Federal Government or the State of Georgia; or
- (b) participating in any Federal or State of Georgia assistance programs.

12. Prohibition on Lobbying.

(a) The Contractor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress, or an employee of an Member of Congress in connection with any of the following covered Federal actions: 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, the contractor/grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with it's instructions.

(c) Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) and any applicable regulations are incorporated by reference and the Contractor agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

13. Nondiscrimination Provisions. The Contractor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's performance under this Agreement. Accordingly, and to the extent applicable, the Contractor covenants and agrees to comply with the following on the basis of:

- (a) Race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by applicable regulations.
- (b) Race, color, religion, sex, or national origin, in Executive Order 11246 (3 CFR, 1964-1965 Comp. pg. 339), as implemented by applicable regulations.

- (c) Sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by applicable regulations.
- (d) Age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by applicable regulations.
- (e) Handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by applicable regulations.
- (f) Drug abuse, the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-225) as amended.
- (g) Alcohol abuse or alcoholism, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended.
- (h) Confidentiality of alcohol and drug abuse patient records, Section 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C., Section 290 dd-3 and 290 ee3).
- (i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

14. DBE Provisions. The Contractor shall comply with all applicable federal Disadvantaged Business Enterprises (DBE) requirements related to DBE programs. In the event this Contract/Agreement is a grant Contract not covered by federal DBE requirements, the Contractor shall use reasonable and good faith efforts to solicit and utilize DGS-certified Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) for those contracting, subcontracting and purchase opportunities that exist and report utilization to DGS.

15. Access to Records. Contractor agrees that with respect to each FFATA Contract using, in whole or in part, FFATA funds, any representative of an appropriate U.S. Inspector General appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the U.S. Comptroller General is authorized to examine any records of the Contractor, any of its subcontractors, or any state or local agency administering such contract that pertain to, and involve transactions relating to the contract; and to interview any officer or employee of the contractor, subcontractor or agency regarding such transactions.

16. Access to Information. This section provides authority for the Inspector General or authorized representative during the term of this agreement/contract plus an additional three (3) years thereafter to examine any records or interview any employee or officers working on this agreement/contract. The contractor is advised representatives of the inspector general have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this agreement/contract. Section 1515(b) further provides nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the inspector general. This agreement/contract and any records or expenditures related thereto may be subject to disclosure under Freedom of Information Act, 5 U.S.C. §552.

17. Right to Inspect. The Office of the State Inspector General shall have access to all records, information, data, reports, plans, projects, matters, contracts, memoranda, correspondence, and any other materials of Georgia Forestry Commission and shall be deemed to be an authorized representative and agent of Georgia Forestry Commission for purposes of determining whether fraud, waste, corruption and abuse have occurred. Contractor agrees to make available, at all reasonable times during the term of this agreement/contract plus an additional three (3) years thereafter, any and all records, information, data, reports, plans, projections, matters, contracts, memoranda, correspondence and other materials relating to this agreement/contract, for inspection by the Office of the State Inspector General.

18. Each party hereby certifies that it has complied with the Immigration Reform and Compliance Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. 13-10-90 et seq., by registering at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> verifying information for all new employees and executing any affidavits by Ga. Comp. R. & Regs. R. 300-10-1-.01 et, Seq

19. Compliance. The Contractor shall comply with all applicable laws, regulations and program guidance. A non-exclusive list of statutes, regulations and/or guidance commonly applicable to Federal funds follows:

General

- Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.; 32 CFR part 26, Subpart B
- Copeland "Anti-Kickback Act", 18 U.S.C. Section 874; 29 CFR Part 3
- Contract Work Hours and Safety Standards Act, 40 U.S.C. §§327-330; 29 CFR Part 5
- Americans with Disabilities Act of 1990, as amended; 42 U.S.C. Chapter 126; 28 C.F.R. §35.101 et seq.

Administrative Requirements

- OMB Circular A-102, State and Local Governments (10/07/94, amended 08/28/07) (44 CFR Part 13)
- OMB Circular A-110, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (11/19/93, amended 09/30/99) (2 CFR Part 215)

Cost Principles

- OMB Circular A-87, State and Local Governments (05/10/04) (2 CFR Part 225)
- OMB Circular A-21, Educational Institutions (5/10/04) (2 CFR Part 220)
- OMB Circular A-122, Non-Profit Organizations (5/10/04) (2 CFR Part 230)

Audit Requirement

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (6/24/97, includes revisions published in the Federal Register 6/27/03)



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 AMEND “SCHEDULE IX” AS REFERENCED IN SECTION 28-17 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES RELATING TO SPEED ZONES AND SPEED LIMITS IN MACON-BIBB COUNTY, TO ADD FIVE SCHOOL ZONES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Section 28-17 of the Macon-Bibb County Code of Ordinances provides that upon adoption by Resolution of the Macon-Bibb County Commission, the traffic engineer is authorized to designate and maintain speed zones as provided in Schedule IX; and

WHEREAS, Section 28-17 of the Macon-Bibb County Code of Ordinances further provides that Schedule IX shall remain in effect until new resolutions hereunder supersede it, and that the traffic engineer shall maintain or cause to be recorded a current schedule of all traffic resolutions and orders under this section; and

WHEREAS, Section 28-18 of the Macon-Bibb County Code of Ordinances also provides that the maximum speed limit upon those streets or portions thereof described in Schedule IX shall be as therein stated, which speeds so declared shall be effective at the time specified therein when signs are erected giving notice thereof; and

WHEREAS, the traffic engineer has designated five additional school zones to be added to Schedule IX: (1) Fulton Mill Road, 700' north of Skyview Elementary entrance driveway and 700' south of Skyview Elementary exit driveway. Distance of 1400' or 0.26 miles to be zoned for 25mph during school hours, or on active school days only (Skyview Elementary School); (2) Rocky Creek Road, 850' east of Bloomfield Drive and 850' west of west of Bloomfield Drive. Distance of 1700' or 0.32 miles to be zoned for 25 mph during school hours, or on active school days only (Southfield Elementary School); (3) Napier Avenue, 250' west of Henley Street and 275' east of Holt Avenue. Distance of 1350' or 0.25 miles to be zoned for 25 mph during school hours or on active school days only (Central High School); (4) Hendly Street, 1000' north of Lasseter

Place and 350' south of Lasseter Place. Distance of 1350' or 0.26 miles to be zoned for 25 mph during school hours or on active school days (Miller Middle School School); and (5) Lasseter Place, 550' west of Hendly Street to be zoned for 25 mph during school hours or on active school days (Miller Middle School); and

WHEREAS, the Macon-Bibb County desires to amend Schedule IX to include the aforesaid school zones; 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 traffic engineer is authorized to add: (1) Fulton Mill Road, 700' north of Skyview Elementary entrance driveway and 700' south of Skyview Elementary exit driveway. Distance of 1400' or 0.26 miles to be zoned for 25mph during school hours, or on active school days only (Skyview Elementary School); (2) Rocky Creek Road, 850' east of Bloomfield Drive and 850' west of west of Bloomfield Drive. Distance of 1700' or 0.32 miles to be zoned for 25 mph during school hours, or on active school days only (Southfield Elementary School); (3) Napier Avenue, 250' west of Henley Street and 275' east of Holt Avenue. Distance of 1350' or 0.25 miles to be zoned for 25 mph during school hours or on active school days only (Central High School); (4) Hendly Street, 1000' north of Lasseter Place and 350' south of Lasseter Place. Distance of 1350' or 0.26 miles to be zoned for 25 mph during school hours or on active school days (Miller Middle School School); and (5) Lasseter Place, 550' west of Hendly Street to be zoned for 25 mph during school hours or on active school days (Miller Middle School), as new additions to the school zone designation on Schedule IX.

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, 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 _____, 20__.

By: _____
LESTER M. MILLER, Mayor

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



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 A PORTION OF SECTION 28-19 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES TO SET THE MAXIMUM SPEED LIMIT ON INGLESIDE AVENUE BETWEEN VISTA CIRCLE AND RIVERSIDE DRIVE AT 25 MILES PER HOUR; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission, upon the recommendation of the Pedestrian Safety Review Board, passed R-23-0081, committing to a review of speed limits on county roads to ensure safe speeds for all road users; and

WHEREAS, Commissioners Clark, Lucas, and Jones have requested that the speed limit on Ingleside Avenue, between its intersections with Vista Circle and Pierce Avenue, be reduced from thirty-five (35) miles per hour to twenty-five (25) miles per hour; and

WHEREAS, between the two aforesaid intersections, Ingleside Avenue passes through a residential area with low distance visibility due to the curvature of the road's path and frequent accidents due to speed; and

WHEREAS, O.C.G.A. § 40-6-183(a) provides,

(a) Whenever the governing authority of an incorporated municipality or county, in its respective jurisdiction, determines on the basis of an engineering and traffic investigation that the maximum vehicle speed permitted under this chapter is greater than is reasonable and safe under the conditions found to exist upon a highway or part of a highway under its jurisdiction, such authority may determine and declare a reasonable and safe maximum vehicle speed limit thereon which:

- (1) Decreases the limit at intersections;
- (2) Decreases the limit outside an urban or residential district, but not to less than 30 miles per hour;

(3) Decreases the limit within an urban or residential district, but not to less than 25 miles per hour;
or

(4) Decreases any speed limit where a special hazard or condition exists that requires lower speed for compliance with Code Section 40-6-180.

; and

WHEREAS, the Macon-Bibb County traffic engineer has studied the conditions and frequency of vehicle collisions along this portion of Ingleside Drive and finds that a reduction in speed is reasonable and will promote public safety; and

WHEREAS, Section 28-19 of the Macon-Bibb County Code of Ordinances currently provides, for the maximum speed limits on various roads throughout Macon-Bibb County, and a copy of the proposed changes to the Code is attached hereto as Exhibit B, incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission concurs with the Traffic Engineer's assessment and finds on the basis thereof that the maximum vehicle speed now existing the aforesaid roads is greater than is reasonable and safe under the conditions found thereon; 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 ORDAINED by the Macon-Bibb County Commission, and it is so ordained by the authority of the same as follows:

SECTION 1.

Section 28-19 of Article II of Chapter 28 of the Macon-Bibb County Code of Ordinances is hereby repealed in its entirety and replaced with the following:

Chapter 28 – TRAFFIC AND PARKING

ARTICLE II. – TRAFFIC REGULATIONS

Sec. 28-19. Speed limits.

Sec. 28-19. Speed limits.

The maximum speed limits are hereby fixed on the following roads:

- (a) Apple Valley Road, from Chestney Road easterly and southerly to its end, 25 miles per hour.
- (b) Aspen Drive, from Mount Pleasant Church Road to its end, at 25 miles per hour.
- (c) Barrington Hall Drive, from Foster's Green Drive to Estes Road, 25 miles per hour.
- (d) Barrington Point, from Greenview Terrace to its end, 25 miles per hour.
- (e) Broadleaf Drive, from Forsyth Road to its end, 25 miles per hour.
- (f) Burgay Road, from Knoxville Road to its end, 25 miles per hour.

- (g) Canwood Drive, from Mosely Dixon Road to its end, 25 miles per hour.
- (h) Dodd's Walk, from Thomaston Overlook Drive to its end, 25 miles per hour.
- (i) Duskmore Place, from Scarlet Oaks Drive to its end, 25 miles per hour.
- (j) Falling Creek Drive, from Thomaston Overlook Drive to its end, 25 miles per hour.
- (k) Foster Road, from Tucker Road to Zebulon Road, 35 miles per hour, except that from a point 600 feet north of Calvin Drive to a point 600 feet south of Calvin Drive (school zone for First Presbyterian Day School), the maximum speed limit shall be 25 miles per hour.
- (l) General Harris Drive, from Holly Bluff Road southeasterly to Hester Road, 25 miles per hour.
- (m) Greenview Terrace, from Barrington Hall Drive to its end, 25 miles per hour.
- (n) Hall Road, from Riverside Drive to Forest Hill Road, 30 miles per hour.
- (o) Hillridge Cove, from Water's Edge Drive southerly and westerly to its end, 25 miles per hour.
- (p) Ingleside Drive, from Vista Circle to Riverside Drive, 25 miles per hour.
- (q) Lake Wildwood Subdivision, as follows:
 - (1) Greentree Parkway, in its entirety, 35 miles per hour.
 - (2) For the following roads, in their entirety, 25 miles an hour:
 - (A) Abilene Trail
 - (B) Adahi Trail
 - (C) Ahwenasa Trail
 - (D) Amadahi Trail
 - (E) Amaiyulti Trail
 - (F) Atagahi Trail
 - (G) Beauregard Drive
 - (H) Breezeview Circle
 - (I) Bridle Lane
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 - (N) Clearview Court
 - (O) Clubhouse Drive
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 - (S) Edgewater Circle
 - (T) Edgewater Drive
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 - (W) Friar Tuck Lane
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 - (Y) Gareth Lane
 - (Z) Gawaine Circle
 - (AA) Glastonbury Lane
 - (BB) Guinevere Lane

(CC) Happy Trail
(DD) Hushpuppy Lane
(EE) James Place
(FF) Jefferson Circle
(GG) Jefferson Park Drive
(HH) King Arthur Drive
(II) Lacebark Drive
(JJ) Lake Wildwood Drive
(KK) Lancelot Lane
(LL) Levee Lane
(MM) Little John Court
(NN) Live Oak Lane
(OO) Loblolly Circle
(PP) Loblolly Lane
(QQ) Longleaf Drive
(RR) Maid Marion Lane
(SS) Merlin Circle
(TT) Monterey Court
(UU) Monticello Place
(VV) North Confederate Drive
(WW) North Plantation Parkway
(XX) Natsihi Trail
(YY) Nimue Lane
(ZZ) Palomino Court
(AAA) Panorama Place
(BBB) Pelham Way
(CCC) Plantation Parkway
(DDD) Queen Ann's Lane
(EEE) Rebel Lane
(FFF) Ridgeview Circle
(GGG) Roundtable Lane
(HHH) Royalwyn Circle
(III) Royalwyn Court
(JJJ) Royalwyn Drive
(KKK) Runnymede Lane
(LLL) South Confederate Drive
(MMM) South Plantation Parkway
(NNN) Saddle Horn Drive
(OOO) Sandy Beach Drive
(PPP) Santa Fe Trail
(QQQ) Shortleaf Lane
(RRR) Springview Drive
(SSS) Steamboat Lane

- (TTT) Stephen Foster Lane
- (UUU) Stone Mountain Circle
- (VVV) Sunshine Court
- (WWW) Surrey Road
- (XXX) Table Mountain Drive
- (YYY) Tally Ho Lane
- (ZZZ) Tattersall Court
- (AAAA) Trails End Drive
- (BBBB) Tristram Circle
- (CCCC) Tudor Court
- (DDDD) Unaliyi Trail
- (EEEE) Unadilla Trail
- (FFFF) Waluhiyi Trail
- (GGGG) Westminster Circle
- (HHHH) Wilderness Drive
- (III) Will Scarlet Way
- (r) Misty Ridge, from Barrington Hall Drive to its end, 25 miles per hour.
- (s) Mosley Dixon Road, from Claystone Park, East, 3,022 feet, 35 miles per hour.
- (t) Northside Drive, from Tom Hill, Sr. Boulevard west to Rivoli Drive, 45 miles per hour.
- (u) Ruark Road, from Jeffersonville Road and Riggins Mill Road, 25 miles per hour
- (v) Scarlet Grove Court, from Scarlet Oaks Drive to its end, 25 miles per hour.
- (w) Scarlet Oaks Drive, from Thomaston Overlook Drive to its end, 25 miles per hour.
- (x) Shady Banks Court, from Thomaston Overlook Drive to its end, 25 miles per hour.
- (y) Skipper Road, from a point 1,000 feet south of Hartley Bridge Road to a point 500 feet north of Farwell Street (school zone for Rutland Middle and High Schools), 25 miles per hour.
- (z) Thomaston Overlook Drive, from Thomaston Road (SR 74) to its end, 25 miles per hour.
- (aa) Tucker Road, to Thomaston Road (SR 74), 35 miles per hour.
- (bb) Twin Pines Drive, from Nottingham Drive to Woodland Drive, 30 miles per hour.
- (cc) Walden Road, from Hawkinsville Road (SR 247) to South Walden Road, 35 miles per hour.
- (dd) South Walden Road, from Walden Road to Houston Road, 35 miles per hour.
- (ee) Water Pointe Drive, from Gates Road northwesterly to its end.
- (ff) Water Wheel Court, from Water's Edge Drive northwesterly to its end.
- (gg) Water's Edge Drive, from Gates Road northerly and westerly to its end.
- (hh) Watercress Drive, from Water's Edge Drive westerly to Hillridge Cove.

SECTION 2.

The Macon-Bibb County Administration and the Bibb County Sheriff's Office are hereby authorized to post such signs and file any papers necessary to the Georgia Department of Public Safety, or to any other State Agency, as required to permit the use of radar for the purpose of enforcing the speed limits set herein, in accordance with this Ordinance and with Article 2 of Chapter 14 of Title 40 of the Official Code of Georgia Annotated.

Section 2.

The Mayor and all other proper officers and agents of the County are authorized and directed to negotiate and execute such contracts or other documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 3.

The Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Ordinance and are hereby incorporated by reference into this provision.

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.

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.

Section 7.

This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items disapproved shall not become law unless subsequently passed into law over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2024.

LESTER M. MILLER, Mayor

Attest: _____
JANICE S. ROSS, CLERK OF COMMISSION

(SEAL)

EXHIBIT A

Sec. 28-19. Speed limits.

The maximum speed limits are hereby fixed on the following roads:

- (a) *Apple Valley Road*, from Chestney Road easterly and southerly to its end, 25 miles per hour.
- (b) *Aspen Drive*, from Mount Pleasant Church Road to its end, at 25 miles per hour.
- (c) *Barrington Hall Drive*, from Foster's Green Drive to Estes Road, 25 miles per hour.
- (d) *Barrington Point*, from Greenview Terrace to its end, 25 miles per hour.
- (e) *Broadleaf Drive*, from Forsyth Road to its end, 25 miles per hour.
- (f) *Burgay Road*, from Knoxville Road to its end, 25 miles per hour.
- (g) *Canwood Drive*, from Mosely Dixon Road to its end, 25 miles per hour.
- (h) *Dodd's Walk*, from Thomaston Overlook Drive to its end, 25 miles per hour.
- (i) *Duskmore Place*, from Scarlet Oaks Drive to its end, 25 miles per hour.
- (j) *Falling Creek Drive*, from Thomaston Overlook Drive to its end, 25 miles per hour.
- (k) *Foster Road*, from Tucker Road to Zebulon Road, 35 miles per hour, except that from a point 600 feet north of Calvin Drive to a point 600 feet south of Calvin Drive (school zone for First Presbyterian Day School), the maximum speed limit shall be 25 miles per hour.
- (l) *General Harris Drive*, from Holly Bluff Road southeasterly to Hester Road, 25 miles per hour.
- (m) *Greenview Terrace*, from Barrington Hall Drive to its end, 25 miles per hour.
- (n) *Hall Road*, from Riverside Drive to Forest Hill Road, 30 miles per hour.
- ~~(o)~~ *Hillridge Cove*, from Water's Edge Drive southerly and westerly to its end, 25 miles per hour.
- ~~(p)~~ *Ingleside Drive, from Vista Circle to Riverside Drive, 25 miles per hour.*
- ~~(q)~~ *Lake Wildwood Subdivision*, as follows:
 - (1) *Greentree Parkway*, in its entirety, 35 miles per hour.
 - (2) For the following roads, in their entirety, 25 miles an hour:
 - (A) Abilene Trail
 - (B) Adahi Trail
 - (C) Ahwenasa Trail
 - (D) Amadahi Trail
 - (E) Amaiyulti Trail
 - (F) Atagahi Trail
 - (G) Beauregard Drive
 - (H) Breezeview Circle
 - (I) Bridle Lane
 - (J) Bristle Cone Drive
 - (K) Campground Road

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(M) Chisholm Trail
(N) Clearview Court
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(PP) Loblolly Lane
(QQ) Longleaf Drive
(RR) Maid Marion Lane
(SS) Merlin Circle

(TT) Monterey Court
(UU) Monticello Place
(VV) North Confederate Drive
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(EEEE) Unadilla Trail
(FFFF) Waluhiyi Trail
(GGGG) Westminster Circle
(HHHH) Wilderness Drive
(IIII) Will Scarlet Way

(~~rp~~) *Misty Ridge*, from Barrington Hall Drive to its end, 25 miles per hour.
(~~sq~~) *Mosley Dixon Road*, from Claystone Park, East, 3,022 feet, 35 miles per hour.
(~~tr~~) *Northside Drive*, from Tom Hill, Sr. Boulevard west to Rivoli Drive, 45 miles per hour.
(~~us~~) *Ruark Road*, from Jeffersonville Road and Riggins Mill Road, 25 miles per hour
(~~vs~~) *Scarlet Grove Court*, from Scarlet Oaks Drive to its end, 25 miles per hour.
(~~wt~~) *Scarlet Oaks Drive*, from Thomaston Overlook Drive to its end, 25 miles per hour.
(~~xu~~) *Shady Banks Court*, from Thomaston Overlook Drive to its end, 25 miles per hour.
(~~yv~~) *Skipper Road*, from a point 1,000 feet south of Hartley Bridge Road to a point 500 feet north of Farwell Street (school zone for Rutland Middle and High Schools), 25 miles per hour.
(~~zw~~) *Thomaston Overlook Drive*, from Thomaston Road (SR 74) to its end, 25 miles per hour.
(~~aa*~~) *Tucker Road*, to Thomaston Road (SR 74), 35 miles per hour.
(~~bbv~~) *Twin Pines Drive*, from Nottingham Drive to Woodland Drive, 30 miles per hour.
(~~ccy~~) *Walden Road*, from Hawkinsville Road (SR 247) to South Walden Road, 35 miles per hour.
(~~ddz~~) *South Walden Road*, from Walden Road to Houston Road, 35 miles per hour.
(~~eeaa~~) *Water Pointe Drive*, from Gates Road northwesterly to its end.
(~~ffbb~~) *Water Wheel Court*, from Water's Edge Drive northwesterly to its end.
(~~ggcc~~) *Water's Edge Drive*, from Gates Road northerly and westerly to its end.
(~~hhdd~~) *Watercress Drive*, from Water's Edge Drive westerly to Hillridge Cove.

Exhibit B

Sec. 28-19. Speed limits.

The maximum speed limits are hereby fixed on the following roads:

- (a) *Apple Valley Road*, from Chestney Road easterly and southerly to its end, 25 miles per hour.
- (b) *Aspen Drive*, from Mount Pleasant Church Road to its end, at 25 miles per hour.
- (c) *Barrington Hall Drive*, from Foster's Green Drive to Estes Road, 25 miles per hour.
- (d) *Barrington Point*, from Greenview Terrace to its end, 25 miles per hour.
- (e) *Broadleaf Drive*, from Forsyth Road to its end, 25 miles per hour.
- (f) *Burgay Road*, from Knoxville Road to its end, 25 miles per hour.
- (g) *Canwood Drive*, from Mosely Dixon Road to its end, 25 miles per hour.
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- (k) *Foster Road*, from Tucker Road to Zebulon Road, 35 miles per hour, except that from a point 600 feet north of Calvin Drive to a point 600 feet south of Calvin Drive (school zone for First Presbyterian Day School), the maximum speed limit shall be 25 miles per hour.
- (l) *General Harris Drive*, from Holly Bluff Road southeasterly to Hester Road, 25 miles per hour.
- (m) *Greenview Terrace*, from Barrington Hall Drive to its end, 25 miles per hour.
- (n) *Hall Road*, from Riverside Drive to Forest Hill Road, 30 miles per hour.
- (n) *Hillridge Cove*, from Water's Edge Drive southerly and westerly to its end, 25 miles per hour.
- (o) *Lake Wildwood Subdivision*, as follows:
 - (1) *Greentree Parkway*, in its entirety, 35 miles per hour.
 - (2) For the following roads, in their entirety, 25 miles an hour:
 - (A) Abilene Trail
 - (B) Adahi Trail
 - (C) Ahwenasa Trail
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 - (G) Beauregard Drive
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(GGGG) Westminster Circle
(HHHH) Wilderness Drive
(IIII) Will Scarlet Way

- (p) *Misty Ridge*, from Barrington Hall Drive to its end, 25 miles per hour.
 - (q) *Mosley Dixon Road*, from Claystone Park, East, 3,022 feet, 35 miles per hour.
 - (r) *Northside Drive*, from Tom Hill, Sr. Boulevard west to Rivoli Drive, 45 miles per hour.
 - (s) *Ruark Road*, from Jeffersonville Road and Riggins Mill Road, 25 miles per hour
 - (s) *Scarlet Grove Court*, from Scarlet Oaks Drive to its end, 25 miles per hour.
 - (t) *Scarlet Oaks Drive*, from Thomaston Overlook Drive to its end, 25 miles per hour.
 - (u) *Shady Banks Court*, from Thomaston Overlook Drive to its end, 25 miles per hour.
 - (v) *Skipper Road*, from a point 1,000 feet south of Hartley Bridge Road to a point 500 feet north of Farwell Street (school zone for Rutland Middle and High Schools), 25 miles per hour.
 - (w) *Thomaston Overlook Drive*, from Thomaston Road (SR 74) to its end, 25 miles per hour.
 - (x) *Tucker Road*, to Thomaston Road (SR 74), 35 miles per hour.
 - (y) *Twin Pines Drive*, from Nottingham Drive to Woodland Drive, 30 miles per hour.
 - (y) *Walden Road*, from Hawkinsville Road (SR 247) to South Walden Road, 35 miles per hour.
 - (z) *South Walden Road*, from Walden Road to Houston Road, 35 miles per hour.
 - (aa) *Water Pointe Drive*, from Gates Road northwesterly to its end.
 - (bb) *Water Wheel Court*, from Water's Edge Drive northwesterly to its end.
 - (cc) *Water's Edge Drive*, from Gates Road northerly and westerly to its end.
 - (dd) *Watercress Drive*, from Water's Edge Drive westerly to Hillridge Cove.
- (Ord. No. O-20-0068 , § 1, 9-15-2020; Ord. No. O-23-0041 , § 1(Exh. B), 8-1-2023)



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 RATIFYING THE ISSUANCE OF PURCHASE ORDERS TO KEN’S STEREO-VIDEO IN THE TOTAL AMOUNT OF \$230,319.78 AND AUTHORIZING THE MAYOR TO APPROVE THE ISSUANCE OF PURCHASE ORDERS TO KEN’S STEREO-VIDEO JUNCTION, INC., IN AN AMOUNT NOT TO EXCEED \$170,554.00 FOR RENOVATIONS TO COURTHOUSE AUDIO-VISUAL SYSTEMS, TO BE PAID FROM 2023 ACCOUNTABILITY COURT AMERICAN RESCUE PLAN FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Courthouse (“Courthouse”) is a historic building serving the Macon Judicial Circuit; and

WHEREAS, to keep up with demands of the busy court schedules and ensure efficient administration of the court system it is imperative to make improvements and updates to Courtroom technology; and

WHEREAS, the historic nature of the Courthouse must also be considered when preparing updates and selecting a contractor to perform the work; and

WHEREAS, Ken’s Stereo-Video Junction, Inc., is a local business and significant experience performing audio-visual upgrades at the Macon-Bibb County Courthouse; and

WHEREAS, Ken’s Stereo-Video Junction, Inc., has the capacity and competency to perform the necessary audio-visual system renovations necessary at the Courthouse; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission hereby ratifies the purchase orders issued to Ken's Stereo-Video Junction, Inc., in amounts totalling \$230,319.78 and further authorizes the Mayor to approve the issuance of purchase orders to Ken's Stereo-Video Junction, Inc., amounts not to exceed \$170,554.00, payable from 2023 Accountability Court American Rescue Plan Act funds.

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

BE IT FURTHER RESOLVED 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 _____, 2024.

By: _____
LESTER M. MILLER, Mayor

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



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 AMEND THE NAME OF THE FRANK RAY BOXING ARENA AT FREEDOM PARK TO “FRANK RAY – MONTGOMERY BROTHERS BOXING ARENA” IN HONOR OF MICHAEL, MALIEK, AND MIKHAIL MONTGOMERY; AND FOR OTHER PURPOSES.

WHEREAS, in 2014 the Macon-Bibb County Commission named boxing gym at Freedom Park in honor of local boxing legend Bishop Frank Ray, who managed the Macon Boxing Club for many years and mentored and trained local youth during his tenure; and

WHEREAS, three of the youth touched by Bishop Frank Ray’s immutable passion for boxing were Michael, Maliek, and Mikhail Montgomery, who began their boxing careers at the Bay Street Middle Georgia Boxing Gym, started by Bishop Frank Ray; and

WHEREAS, in their early years Michael, Maliek, and Mikhail trained at the Bay Street Middle Georgia Boxing Gym with their coach and father, Mr. Michael Montgomery, Sr., before going on to successfully compete regionally, nationally, and internationally; and

WHEREAS, Michael “Six Speed” Montgomery, Jr., found great success in his amateur boxing career as a candidate for the 2016 Olympics, 6-time Georgia Games Champion, 6 time Regional and State Golden Gloves Champion, and Junior Olympic Quarterfinalist, before embarking on his professional boxing career, where he has a perfect record of 3-0, with all three matches being knock-outs; and

WHEREAS, Michael currently lives, works, and continues to box herein Macon, and in addition to his boxing, he enjoys musical pursuits, as an amateur rap and hip-hop artist; and

WHEREAS, Maliek “Mayhem” Montgomery likewise found great success in his amateur and professional boxing career, winning 2 National Golden Gloves Championships, 4 Regional

and State Golden Gloves Championships, standing as an Olympic team alternate, earning a Gold Medal at the 2013 National Junior Olympics and a Silver Medal at the 2012 National PAL competition, and representing the United States on the 2015 USA “Knockouts” World Team and reaching the quarterfinals of the AIBA World Tournament ; and

WHEREAS, as a professional boxer, Maliek, holds a record of 17-0, with 16 of the matches resulting in knock-outs, including winning the USNBC Featherweight Champion title on September 19, 2021, and resides in Macon, training and working to bring boxing to the next generation; and

WHEREAS, similarly, Mikhail “50khail” Montgomery enjoyed great success in his amateur and professional boxing career, as a National Golden Gloves Silver Medalist, 4-time Golden Gloves Regional and State Champion, National PAL Silver Medalist, 5-time Georgia Games Gold Medalist, and candidate for the 2016 Olympics, going on to a professional record of 8-0, with 5 matches resulting in knock-outs; and

WHEREAS, Mikhail has also returned home, and in addition to his ongoing boxing career, is a local business owner and the devoted father of three sons; and

WHEREAS, to promote the legacy of excellence and honor in the sport of boxing in Macon-Bibb County, as exemplified by Bishop Frank Ray and the Montgomery Brothers, the Macon-Bibb County Commission desires to name the Boxing Arena at Freedom Park the “Frank Ray – Montgomery Brothers Boxing Arena”; 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 Frank Ray Boxing Arena is hereby renamed the “Frank Ray – Montgomery Brothers Boxing Arena” in honor of the contributions and leadership of all four men to Macon’s sporting community and Macon-Bibb County as a whole.

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 _____, 2024.

By: _____
LESTER M. MILLER, Mayor

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



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 AUTHORIZE THE APPROPRIATION OF UP TO \$15,000.00 FROM THE GENERAL FUND – FUND BALANCE TO SHEKINAH GLORY PRAISE AND WORSHIP CENTER TO MATCH FUNDS RAISED TO BUILD A COMMUNITY GARDEN; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Shekinah Glory Praise and Worship Center, located at 1285 James Street, intends to build a community garden, as described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Shekinah Glory Praise and Worship Center is raising funds for such purpose; and

WHEREAS, the Macon-Bibb County Commission desires to appropriate up to \$15,000.00 as a match of the funds raised by Shekinah Glory Praise and Worship Center for the above stated purpose; and

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

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordered and ordained by the authority of the same that:

Section 1.

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of \$15,000.00 from the General Fund – Fund Balance to Shekinah Glory Praise and Worship Center to match the funds raised by the Center for the purpose of building a community garden. County administration is authorized to remit funding in an amount equal to the amount of

funds raised Shekinah Glory Praise and Worship Center for the community garden project and only remit such funds upon the Center providing proof of matching funds already in a bank account and designated only to the community garden project.

Section 2.

The Mayor and all other proper officers and agents of the County are authorized and directed to negotiate and execute such contracts or other documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 3.

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 4.

All Ordinances and Resolutions, or parts thereof, in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 5.

The Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Ordinance and are hereby incorporated by reference into this provision.

Section 6.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 7.

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

to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 8.

This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items disapproved shall not become law unless subsequently passed into law over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2024.

LESTER M. MILLER, MAYOR

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION

[SEAL]

Q:\ORD MACON-BIBB\2023 Tillman Appropriating \$15,000 from General Fund to Shekinah Glory Praise and Worship Center.docx

EXHIBIT A



*SHEKINAH'S
TRIUMPHANT EDIBLE
PARADISE*



At Hope and Hands Neighborhood Garden, we are dedicated to cultivating a vibrant and inclusive community through the shared joy of gardening. Rooted in the heart of Macon, our mission is to foster social connections, promote sustainable living, and enhance the well-being of our neighbors. By providing a collaborative space for hands-on learning, organic cultivation, and a thriving ecosystem, we aspire to cultivate not only bountiful gardens but also lasting friendships. Together, we grow a greener, healthier, and more resilient community, rooted in the values of unity, sustainability, and the shared beauty of nurturing both the soil and our shared connections.

Hope and Hands Neighborhood Garden strives to assist the local community in decreasing the poverty rate by providing fresh vegetables and fruit along with decreasing the cardiovascular disease death significantly. The poverty rate in zip code 31204 in 2021 was 22.7% of families in poverty.

Currently the rate of cardiovascular death in Macon is 54.2% black 37.6% white. In 2021, 196.1 cardiovascular disease death per 100,000 population.

The leading cause of death in Macon with residents under 75 is heart disease, chronic lower respiratory disease, and cancerous tumors.

Children living in poverty in Bibb County was reported at 37% compared to the state's 20%. In Bibb County rates for black and Hispanic children are 46% black and 44% Hispanic.

Bibb County has more adult obesity than the state average. The county reported 39% of residents have an obese body mass index compared to the state 33%.

II. Overview and Goals

Our neighborhood garden is a community-driven initiative aimed at creating a space that fosters connection, promotes sustainable practices, and enhances the overall well-being of our residents. Situated in the heart of our neighborhood, this garden is more than just a patch of soil; it's a vibrant hub for learning, collaboration, and growth. Through shared efforts and a commitment to environmental stewardship, we aim to transform our community into a greener, healthier, and more resilient space.



Goals:

1. Community Connection:

- *Objective:* Foster a sense of belonging and community spirit among residents.
- *Actions:* Organize regular community events, workshops, and gatherings within the garden to encourage social interaction and collaboration.

2. Sustainability and Environmental Stewardship:

- *Objective:* Promote sustainable gardening practices and contribute to a healthier environment.
- *Actions:* Implement composting, rainwater harvesting, and organic gardening techniques. Advocate for eco-friendly practices that reduce our environmental footprint.

3. Education and Skill Development:

- *Objective:* Provide opportunities for learning about gardening, horticulture, and sustainable living.

- *Actions:* Conduct workshops, educational programs, and hands-on training sessions for community members of all ages. Create a space for sharing knowledge and skills among experienced and novice gardeners.

4. **Food Security and Access:**

- *Objective:* Improve local access to fresh, nutritious produce and address food security challenges.
- *Actions:* Dedicate a portion of the garden to communal crops, donate surplus produce to local charities, and collaborate with community organizations to ensure equitable access to fresh food.

5. **Beautification and Green Spaces:**

- *Objective:* Enhance the visual appeal of our neighborhood and contribute to green infrastructure.
- *Actions:* Plant ornamental flowers, shrubs, and trees to create an aesthetically pleasing environment. Collaborate with local authorities for additional beautification projects.

6. **Health and Well-being:**

- *Objective:* Encourage physical activity, mindfulness, and overall well-being through gardening.
- *Actions:* Promote the therapeutic benefits of gardening, create seating areas for relaxation, and organize fitness and wellness events within the garden.

7. **Cultural Exchange and Inclusivity:**

- *Objective:* Celebrate and embrace the diverse cultural backgrounds within our community.
- *Actions:* Host multicultural events, encourage the cultivation of culturally significant crops, and create a space that welcomes people of all ages, backgrounds, and abilities.

8. **Collaboration with Local Institutions:**

- *Objective:* Build partnerships with schools, local businesses, and organizations to strengthen community ties.
- *Actions:* Establish collaborations with elementary schools for school gardening programs, involve local businesses in sponsorship or support, and engage with local organizations to amplify our impact.

Through these goals, our neighborhood garden aspires to be a thriving, sustainable, and inclusive space that brings neighbors together, promotes environmental responsibility, and enriches the overall quality of life in our community.

III. Funding

1. **Infrastructure and Site Preparation:** [\$3,000]
2. **Garden Beds and Planting Materials:** [\$5000]
3. **Tools and Equipment:** [\$2000]
4. **Infrastructure for Gatherings:** [\$500]
5. **Educational Programs and Workshops:** [\$800]
6. **Permits and Legal Considerations:** [\$1500]
7. **Maintenance and Operating Costs:** [\$1500]
8. **Community Engagement and Promotion:** [\$700]

Total Project Budget: [\$15,000]

Requested Funding: [\$15,000]



Community Garden and Mental Health

Community gardens offer a holistic approach to promoting mental health by combining the physical, social, and therapeutic aspects of gardening. The sense of community, purposeful activity, and connection to nature can contribute to a more resilient and positive mental outlook for individuals involved in community gardening.

Community gardens can have significant positive impacts on mental health. Engaging in gardening activities and participating in a community garden setting can contribute to various aspects of mental well-being.

Here are some ways in which community gardens can benefit mental health:

1. Stress Reduction:

- Gardening is a therapeutic and calming activity. The physical act of planting, weeding, and tending to plants can help reduce stress levels and promote relaxation.
- Being outdoors and connecting with nature has been shown to have a positive impact on mental health, helping to alleviate symptoms of anxiety and depression.

2. Sense of Accomplishment:

- Successfully growing and caring for plants in a community garden can provide a sense of achievement and purpose. Watching plants thrive and produce can boost self-esteem and confidence.
- Accomplishing tasks in the garden, whether it's planting, harvesting, or maintaining the space, contributes to a feeling of productivity and fulfillment.

3. Social Interaction:

- Community gardens foster social connections and a sense of belonging. Interacting with fellow gardeners provides opportunities for socializing, sharing experiences, and building a supportive community.
- Social engagement is crucial for mental health, and community gardens create a space where individuals can form friendships, share knowledge, and provide emotional support.

4. Physical Exercise:

- Gardening involves physical activity, which is known to have positive effects on mental health. Regular exercise in the form of gardening can improve mood, reduce symptoms of depression, and enhance overall well-being.
- The combination of fresh air, sunlight, and physical exertion contributes to the release of endorphins, the body's natural mood enhancers.

5. Therapeutic Benefits:

- Horticultural therapy is a recognized form of therapy that uses gardening activities to promote mental and emotional well-being. Community gardens inherently provide a therapeutic environment.
- Gardening can be especially beneficial for individuals dealing with stress, trauma, or other mental health challenges. It offers a non-threatening and nurturing space for self-expression and healing.