



Board of County Commissioners Pre-Commission Meeting

June 3, 2025 | 5:00 PM

City Hall
700 Poplar Street
Macon, GA 31201

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

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. May 20, 2025 Pre-Commission Meeting Minutes (Sponsored by: Lester M. Miller, Mayor)

3. Agreements and Contracts

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement, With Tuff Dogg Lawn Care LLC, For Landscape Maintenance Services At Various Recreation Facilities, In The Amount Of \$396,000.00, To Be Paid From The Recreation Department Budget – Maintenance – Contract Labor –Contractual Services Line Item; (Sponsored by: Lester M. Miller, Mayor)
- b. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$96,595.00 From Sponsored Programs – School Zone Camera Funds, To Be Allocated To The Academy For Classical Education, Inc., For Individual Panic Alarms, Mapping Software, And Campus Perimeter Fencing; (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Chris R. Sheridan & Co. DBA Sheridan Construction, In The Amount Of \$805,561.00, For The Purchase Of Concrete,

Masonry, And Electrical Equipment For The Relocation Of The Airfield Electrical Vault At The Middle Georgia Regional Airport, To Be Paid From The Airport Fund – FBO – Building & Building Improvements Line Item; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner, Valerie Wynn, Commissioner, Stanley Stewart, Commissioner, Seth Clark, Mayor Pro Tem, Raymond Wilder, Commissioner, Bill Howell, Commissioner, Donice Bryant, Commissioner, Brendalyn Bailey, Commissioner)

4. Roads

- a. A Resolution Of The Macon-Bibb County Commission Requesting Blake Sharpton Of Butler Snow, LLP, To Begin The Process Of Obtaining Fifty Million Dollars In General Obligation Financing, To Be Secured By 2025 SPLOST Funds, For The Purpose Of Improving Road Conditions In Macon-Bibb County And Reimbursing The County For Certain Capital Expenditures; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner, Raymond Wilder, Commissioner, Valerie Wynn, Commissioner, Brendalyn Bailey, Commissioner)
- b. An Ordinance Of The Macon-Bibb County Commission Authorizing The Acceptance Of LMIG 2025 Funds In The Amount Of \$2,385,048.79 And Appropriating Funds For The Required 30% Local Match In The Amount Of \$715,514.64, To Be Paid From 2018 SPLOST Revenues; (Sponsored by: Lester M. Miller, Mayor, Raymond Wilder, Commissioner)

5. 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);

6. Other Business

- a. A Resolution Of The Macon-Bibb County Commission Approving The Waiver Of A Portion Of Penalties And Interest Owed By Academy For Classical Education, Inc. On Ad Valorem Real Property Taxes For Parcel Number K002-0014, Located At 5665 New Forsyth Road, For Tax Year 2017; (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With MFA Program Management LLC For The Provision Of Project Management Services, In An Amount Not To Exceed 3.25% Of The Total Project Cost, To Be Paid From 2025 SPLOST Funds; (Sponsored by: Lester M. Miller, Mayor)

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
May 20, 2025 – 4:00 PM
City Hall
Commission Chamber**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on May 20, 2025 at 4:00 PM in the Commission Chamber at City Hall.

COMMISSION MEMBERS PRESENT

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

STAFF PRESENT

Keith Moffett, County Manager
Julie Moore, Assistant County Manager
Alex Morrison, Dir. Planning & Public Spaces
Janice Ross, Clerk of Commission
Michael McNeill, Chief Asst. Co. Attorney
Andreanna Beavers, Asst. Co. Attorney
Anna Kersey-Weckstein, Asst. Co. Attorney
Chris Floore, Chief Communication Officer
Edna Adams, Communication Specialist
Wanzina Jackson, Manager, ECD

GUESTS PRESENT:

Dr. Jimmy Smith, Dir., Macon Health
Department
Ivey Hall, Exec. Dir., Macon Habitat for
Humanity

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval of minutes from the April 15, 2025 Pre-Commission meeting
(Sponsored by: Lester M. Miller, Mayor)
*On motion of Commissioner Stewart, seconded by Commissioner Bronson
and carried unanimously, the minutes from the April 15, 2025 Pre-
Commission meeting were approved.*

3. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Appointing Christele
Nicolas-Parham To The Macon-Bibb County Library Board Of Trustees
(Sponsored by: Lester M. Miller, Mayor)
*On motion of Mayor Pro Tem Clark, seconded by Commissioner Bailey and
carried unanimously, the Resolution of the Macon-Bibb County
Commission Appointing Christele Nicolas-Parham To The Macon-Bibb*

County Library Board Of Trustees was approved.

4. New Alcohol Beverage Licenses

- a. Midtown Daiquiri Bar and Grill located at 4376 Log Cabin Drive Macon, GA

(Sponsored by: Lester M. Miller, Mayor)

Mayor Miller stated that he was removing the new alcohol beverage license for Midtown Daiquiri Bar and Grill from the agenda and there would not be any discussion. Therefore, anyone who is here to hear that discussion is free to leave at anytime.

- b. Food Mart located at 1436 Forsyth Street, Macon, GA 31201

The license was previously denied. After review, it is a brand new store. Legal has talked to the owners about vice marts v food marts. They've since acquired fresh food. Code enforcement has done 2 more inspections and they've had the food required of food marts. Legal recommends approval now.

(Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Bailey and Passed by a vote of 8 to 1 with Mayor Pro Tem Clark, Commissioner Wynn, Commissioner Bronson, Commissioner Hulett, Commissioner Wilder, Commissioner Howell, Commissioner Bryant, Commissioner Bailey casting the affirmative votes and Commissioner Stewart casting the dissenting vote, the new alcohol beverage license for Food Mart located at 1436 Forsyth Street, Macon, GA 31201 was approved.

The license was previously denied. After review, it is a brand new store. Legal has talked to the owners about vice marts v food marts. They've since acquired fresh food. Code enforcement has done 2 more inspections and they've had the food required of food marts. Legal recommends approval now.

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- c. Food Center #1 located at 277 Walnut Street Macon, GA 31201

Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

On motion of None, seconded by None and by a vote of 10 to 0 with Mayor Pro Tem Clark, Commissioner Wynn, Commissioner Bronson, Commissioner Stewart, Commissioner Hulett, Commissioner Wilder, Commissioner Howell, Commissioner Bryant, Commissioner Bailey casting the affirmative votes and None casting the dissenting vote, the new alcohol beverage license for Food Center #1 located at 277 Walnut Street Macon, GA 31201 was approved.

Legal recommends approval.

- d. The Juicy Crab located at 168 Tom Hill Sr. Blvd, Macon, GA 31210

Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bryant, seconded by Commissioner Bailey and carried unanimously, the new alcohol beverage license for The Juicy

*Crab located at 168 Tom Hill Sr. Blvd, Macon, GA 31210 was approved.
[Legal recommends approval.](#)*

- e. Chevron Riverside located at 2650 Riverside Drive, Macon, GA 31204
(Sponsored by:)
On motion of Mayor Pro Tem Clark, seconded by Commissioner Bailey and carried unanimously, the New Alcohol Beverage License for Chevron Riverside located at 2650 Riverside Drive, Macon, GA 31204 will be marked as incomplete and the applicant will receive a full refund of his application fee.
- f. Solo Mart located at 4555 Mercer University Drive, Macon, GA 31210
[Legal recommends approval](#) (Sponsored by: Lester M. Miller, Mayor)
*On motion of Commissioner Howell, seconded by Commissioner Bronson and Passed by a vote of 8 to 1 with Mayor Pro Tem Clark, Commissioner Wynn, Commissioner Bronson, Commissioner Hulett, Commissioner Wilder, Commissioner Howell, Commissioner Bryant, Commissioner Bailey casting the affirmative votes and Commissioner Stewart casting the dissenting vote, the New Alcohol Beverage License for Solo Mart located at 4555 Mercer University Drive, Macon, GA 31210 was approved.
[Legal recommends approval.](#)*
- g. SP Sports Bar located at 4755 Chambers Road, Macon, GA 31206
[Legal recommends approval](#) (Sponsored by: Lester M. Miller, Mayor)
*On motion of Commissioner Wynn, seconded by Commissioner Bailey and carried unanimously, the new alcohol beverage license for SP Sports Bar located at 4755 Chambers Road, Macon, GA 31206 was approved.
[Legal recommends approval.](#)*

5. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of Additional Juvenile Justice Incentive Grant Funding From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2025, In The Amount Of \$144,971.00, With No Local Match, Awarded To The Macon Judicial Circuit Juvenile Court (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Stewart, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of Additional Juvenile Justice Incentive Grant Funding From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2025, In The Amount Of \$144,971.00, With No Local Match, Awarded To The Macon Judicial Circuit Juvenile Court was approved.
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Knight Foundation Grant, In The Amount Of \$34,800.00, With No Local Match, For Macon-Bibb County To Hire A Firm To Assist In The Recruitment And Hiring Of A New Chief Information Officer; Authorizing The Mayor To Execute An Agreement With Raftelis, Inc., In

The Amount Of Approximately \$34,800.00, For The Aforementioned Purpose, To Be Paid From The Aforementioned Funds (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Knight Foundation Grant, In The Amount Of \$34,800.00, With No Local Match, For Macon-Bibb County To Hire A Firm To Assist In The Recruitment And Hiring Of A New Chief Information Officer; Authorizing The Mayor To Execute An Agreement With Raftelis, Inc., In The Amount Of Approximately \$34,800.00, For The Aforementioned Purpose, To Be Paid From The Aforementioned Funds was approved.

- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Grant From The National Center For Safe Routes To School, In The Amount Of \$9,839.70, With No Local Match Required, To Be Used By Macon-Bibb County Traffic Engineering To Improve Intersections And Install Creative Crosswalks On Anthony Road; (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bryant, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Grant From The National Center For Safe Routes To School, In The Amount Of \$9,839.70, With No Local Match Required, To Be Used By Macon-Bibb County Traffic Engineering To Improve Intersections And Install Creative Crosswalks On Anthony Road was approved
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Motivating Youth Foundation, Inc. To Provide Crime Prevention And Case Management Services Through Its Adult Readiness Program, In An Annual Amount Of \$135,000.00, To Be Paid From The American Rescue Plan Grant Fund – Arp – Contract Labor Contractual Services Line Item (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Howell, seconded by Commissioner Bryant and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Motivating Youth Foundation, Inc. To Provide Crime Prevention And Case Management Services Through Its Adult Readiness Program, In An Annual Amount Of \$135,000.00, To Be Paid From The American Rescue Plan Grant Fund – Arp – Contract Labor Contractual Services Line Item was approved.
- e. 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 \$325,703.00 For The Construction Of Three New Single-Family Residential Homes (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Wynn, seconded by Commissioner Stewart

and carried unanimously, the 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 \$325,703.00 For The Construction Of Three New Single-Family Residential Homes was approved.

6. Agreements

- a. A Resolution Of The Macon-Bibb County Commission Approving The Proposed Schedule Of Fees For Environmental Health Services To Be Provided By The Macon-Bibb County Board Of Health At A Rate Of Approximately 85% Of Actual Service Costs, Effective June 9, 2025, As Detailed Herein (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bronson, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Approving The Proposed Schedule Of Fees For Environmental Health Services To Be Provided By The Macon-Bibb County Board Of Health At A Rate Of Approximately 85% Of Actual Service Costs, Effective June 9, 2025, As Detailed Herein was approved.
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Kompan, Inc., In The Amount Of \$150,687.36, For The Purchase And Installation Of Playground Equipment At Tattnall Square Park, To Be Paid From The Capital Improvements Fund – Recreation – Machinery – Equipment Line Item (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bronson, seconded by Commissioner Bryant and carried unanimously, the A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Kompan, Inc., In The Amount Of \$150,687.36, For The Purchase And Installation Of Playground Equipment At Tattnall Square Park, To Be Paid From The Capital Improvements Fund – Recreation – Machinery – Equipment Line Item was approved.
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With CDW G Computer, In The Amount Of \$40,000.00, For The Provision Of Professional Services Consulting, Payable From The General Fund – Information Technology – IT – Web Applications – Professional Services – Consulting Fees Line Item (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Wynn, seconded by Commissioner Bryant and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With CDW G Computer, In The Amount Of \$40,000.00, For The Provision Of Professional Services Consulting, Payable From The General Fund – Information Technology – IT – Web Applications – Professional

Services – Consulting Fees Line Item was approved.

- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Issuance Of A Purchase Order To Southern Computer Warehouse, In The Amount Of \$245,366.27, For The Purchase And Installation Of Verkada Security Cameras At Frankie E. Lewis And Cliffview Parks, To Be Paid From Sponsored Programs (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bronson, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Issuance Of A Purchase Order To Southern Computer Warehouse, In The Amount Of \$245,366.27, For The Purchase And Installation Of Verkada Security Cameras At Frankie E. Lewis And Cliffview Parks, To Be Paid From Sponsored Programs was approved.
- e. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With 1 Accord Technologies For The Purchase And Implementation Of Two Gateway Firewall System Upgrades For Essential Internet Security Controls, In The Amount Of \$168,415.44, To Be Paid From The I.T. – Security & Infrastructure – Repairs & Maintenance – Computer Hardware Line Item; (Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Pro Tem Clark, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With 1 Accord Technologies For The Purchase And Implementation Of Two Gateway Firewall System Upgrades For Essential Internet Security Controls, In The Amount Of \$168,415.44, To Be Paid From The I.T. – Security & Infrastructure – Repairs & Maintenance – Computer Hardware Line Item was approved.
- f. A Resolution of the Macon-Bibb County Commission authorizing the Mayor to transfer 4.00 acres of real property, more or less, located at 151 Madison Street to the Macon Housing Authority for a sale price of \$500,000. (Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Pro Tem Clark, seconded by Commissioner Bailey and carried unanimously, the Resolution of the Macon-Bibb County Commission authorizing the Mayor to transfer 4.00 acres of real property, more or less, located at 151 Madison Street to the Macon Housing Authority for a sale price of \$500,000 was approved.

7. Appropriations and Transfers

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize A Budget Transfer Within The Fire Department Budget, From The Small Equipment And Improvements – General Line Item To The Repairs And Maintenance – Vehicles – Outside Contracts Line Item, In The Amount Of \$40,000.00 For The Purpose Of Funding Budget Overages (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bronson, seconded by Commissioner Wilder

and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Authorize A Budget Transfer Within The Fire Department Budget, From The Small Equipment And Improvements – General Line Item To The Repairs And Maintenance – Vehicles – Outside Contracts Line Item, In The Amount Of \$40,000.00 For The Purpose Of Funding Budget Overages was approved.

- b. An Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation From Local Victim Assistance Program Funds To The District Attorney's Office Budget – Contingencies Line Item, In The Amount Of \$25,000.00, For The Provision Of Victim Assistance Services (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bryant, seconded by Commissioner Wynn and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation From Local Victim Assistance Program Funds To The District Attorney's Office Budget – Contingencies Line Item, In The Amount Of \$25,000.00, For The Provision Of Victim Assistance Services was approved.

8. Special Purpose Local Option Sales Tax

- a. A Resolution Of The Macon-Bibb County Commission Of Macon-Bibb County, Georgia With Respect To The Election On March 18, 2025 Held To Determine The Continuation Of The Special Purpose Local Option One Percent Sales And Use Tax Currently In Effect In Macon-Bibb County And The Issuance Or Non-Issuance In An Amount Not To Exceed \$100,000,000 Of General Obligation Debt Of Macon- Bibb County, Georgia; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wilder, seconded by Commissioner Howell and carried unanimously, the Resolution Of The Macon-Bibb County Commission Of Macon-Bibb County, Georgia With Respect To The Election On March 18, 2025 Held To Determine The Continuation Of The Special Purpose Local Option One Percent Sales And Use Tax Currently In Effect In Macon-Bibb County And The Issuance Or Non-Issuance In An Amount Not To Exceed \$100,000,000 Of General Obligation Debt Of Macon- Bibb County, Georgia was approved.

9. 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 Mayor Pro Tem Clark, seconded by Commissioner Wilder and

carried unanimously, the meeting went into Executive Session for discussion of the items listed above.

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

10. Add Item to Agenda

On motion of Commissioner Wynn, seconded by Commissioner Bailey and carried unanimously, the following Item was added to the Agenda.

- a. An Ordinance of the Macon-Bibb County Commission authorizing the appropriation of \$200,000 from General Fund - Fund Balance to the County Attorney's Office Budget - Judgments and Losses Line Item for the purpose of paying for the settlement of legal claims. (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Bryant and carried unanimously, the Ordinance of the Macon-Bibb County Commission authorizing the appropriation of \$200,000 from General Fund - Fund Balance to the County Attorney's Office Budget - Judgments and Losses Line Item for the purpose of paying for the settlement of legal claims was approved.

11. Presentation of the FY26 Budget

- a. Mayor Miller presented his FY26 budget. (Sponsored by:)

Respectfully Submitted:

Janice S. Ross
Clerk of the Commission



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
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A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT, WITH TUFF DOGG LAWN CARE LLC, FOR LANDSCAPE MAINTENANCE SERVICES AT VARIOUS RECREATION FACILITIES, IN THE AMOUNT OF \$396,000.00, TO BE PAID FROM THE RECREATION DEPARTMENT BUDGET – MAINTENANCE – CONTRACT LABOR – CONTRACTUAL SERVICES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on March 19, 2025, Macon-Bibb County released an Invitation for Bids (IFB) No. 25-037-LH regarding landscape maintenance services for various Recreation facilities in Macon-Bibb County, Georgia; and

WHEREAS, IFB No. 25-037-LH was advertised on the Macon-Bibb County Procurement page, and posted to the Georgia Procurement Registry; and

WHEREAS, three hundred ninety-seven (397) vendors were notified of the IFB, of whom thirty-three (33) were African American, forty-seven (47) were Asian American, zero (0) were Native American, one (1) was Hispanic/Latino, zero (0) were Pacific Islander/American, and 316 (316) were non-classified; and

WHEREAS, on the published due date of April 24, 2025, eight (8) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirement review; and

WHEREAS, after review of the bid, Tuff Dogg Lawn Care LLC, whose total bid price was the lowest responsive and responsible submission, was recommended for award; and

WHEREAS, Procurement concurs with the recommendation of award of a contract to Tuff Dogg Lawn Care LLC for the aforementioned services; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Mayor to execute an agreement with Tuff Dogg Lawn Care LLC for landscape maintenance services, in the

amount of \$396,000.00 per year, for a term of up to five (5) years to begin upon execution of said agreement, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with Tuff Dogg Lawn Care LLC for landscape maintenance services, in the amount of \$396,000.00, to be paid from the Recreation Department Budget – Maintenance – Contract Labor – Contractual Services line item, in substantially the same form as Exhibit A.

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

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

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

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

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

Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Tuff Dogg Lawn Care LLC for Landscape Maintenance Services \$396,000.00 5-14-25.docx

EXHIBIT A

**LANDSCAPE MAINTENANCE SERVICE AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND TUFF DOGG LAWN CARE LLC**

This Landscape Maintenance Service Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County"), a political subdivision of the State of Georgia and Tuff Dogg Lawn Care LLC. ("Contractor"), a Georgia limited liability company with a principal address of 316 Olin Ct., Macon, Georgia 31216, each individually a "Party" and collectively the "Parties."

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

1. Scope of Service

Contractor shall provide ground maintenance services (the "Services") as detailed in the Revised Scope of Work for Macon-Bibb County Parks and Landscapes included as an attachment in Exhibit A - Invitation for Bid and Contractor's response thereto ("Exhibit A"), both attached hereto and incorporated herein by reference. Robert Walker, Director of County's Recreation Department, or his designee, shall act as Project Manager ("PM") with complete oversight of Services to be performed. Contractor shall perform the Services per the terms in the Scope of Work provided in Exhibit A. All schedules and plans for Services shall be approved by PM prior to Services being performed. All Services shall be performed in accordance with federal, state, and local laws. Contractor will maintain current certifications, licenses, and permits as required for Services provided to the County. Any changes to the Scope of Work shall be made in writing and mutually agreed upon by the Parties. Contractor is not obligated to perform services beyond what is contemplated by this Agreement.

Contractor shall have no right to be the exclusive contractor of the County with respect to the Services, and County shall at all times during the effective period of this Agreement retain the authority to hire other contractors to perform any or all of the Services or to perform the Services itself. Where any Services are performed by the County or by someone other than Contractor during the term of this Agreement because of Contractor's inability or unwillingness to perform such Services, then the County shall be entitled to a reduction in the monthly compensation payable to Contractor in proportion to the amount of monthly Services which Contractor is unable or unwilling to perform.

2. Compensation

Contractor shall receive a total compensation amount of THREE HUNDRED NINETY-SIX THOUSAND DOLLARS AND 0/100 CENTS (\$396,000.00) per year, divided into equal monthly payments of THIRTY-THREE THOUSAND DOLLARS AND 0/100 CENTS (\$33,000.00), for the performance of the Services.

Any amount in excess of the amount stated in this Agreement must be approved by County in writing in the form of a Change Order prior to performance of services.

Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement. County is tax exempt and cannot agree to pay State or Federal taxes. Prior

to the issuance of final payment from County, Contractor shall certify in a form satisfactory to County that all subcontractors, staff, materialmen, suppliers, and other persons engaged by Contractor in connection to this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Contractor.

3. Term

This Agreement shall be effective as of the date it is fully executed by both Parties, with performance of services to commence as soon as practicable. This Agreement will continue in full force and effect until June 30, 2025, and every June 30th thereafter,, at which time this Agreement shall terminate absolutely and without further obligation on the part of the County. This Agreement shall renew automatically for an additional one-year period effective July 1, 2025, and every July 1st thereafter, provided that this Agreement shall fully terminate without renewal on June 30, 2030.

4. Termination for Convenience

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

5. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated immediately and without further obligation on the part of the County.

6. Audit Clause

Upon reasonable notice, County or its authorized agent shall have the right to audit and inspect Contractor's financial records for Services performed under the terms of this Agreement.

7. County Obligations

County shall provide Contractor with full access to all property to be serviced in a timely manner. PM shall notify Contractor as soon as practicable should there be any property changes. County shall provide technical support, as required, for the performance of Services.

8. Performance Standards

Contractor shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Contractor represents to County that Contractor retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

Contractor, and its employees, shall use best efforts to avoid damaging gravestones, headstones, or other fixtures at the Cemetery in the performance of Services.

9. Independent Contractor

Contractor is an independent contractor, and neither Contractor, nor any employee or

agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement. Contractor will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

10. Subcontracting and Assignment

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

Subcontractor Reporting Requirements:

A. Contractor shall submit a "Subcontractor/Supplier Participation Report" on this contract quarterly to the Macon-Bibb County Office of Small Business Affairs which shall include the following:

1. The name of each subcontractor or supplier participating in the contract.
2. A description of the work to be performed, materials, supplies, and services provided by each subcontractor or supplier.
3. Whether each subcontractor or supplier is a minority owned, woman owned, LGBTQIA+ owned, veteran owned, disabled-person owned, Certified Disadvantaged Business Entity, non-profit, or local business.
4. Whether each subcontractor is a supplier, subcontractor, or other.
5. The dollar value of each subcontract or supply agreement.
6. The actual payment to date of each subcontractor or supplier participating in the contract.

B. The report shall be updated during the applicable quarter by the Contractor whenever any of the approved subcontractors or suppliers have completed the portion of the work they were contracted to perform. Copies of this report should be transmitted promptly to the Macon-Bibb County Office of Small Business Affairs.

C. The County may withhold any payment due to the Contractor on any project for failure to submit the Subcontractor/Supplier Report within thirty (30) days following the end of the calendar quarter or for the failure to submit updates to the quarterly report within thirty (30) days of any subcontractor or supplier having complete the portion of work they were

contracted to perform.

11. Conflicts of Interest

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

12. Indemnification

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

13. Insurance

- (a) Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages required by County as detailed in Exhibit A. Coverage shall remain in effect throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- (b) Worker's compensation insurance to cover obligations imposed by applicable law by any employee engaged in the performance of work under this Agreement.
- (c) Comprehensive General Liability ("CGL") with minimum combined single limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, covering all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, Independent Contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include County and County's officers, employees, and contractors as additional insureds. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the required limits.

- (d) Contractor agrees to procure and maintain Business Automobile Liability Insurance ("BAP") with liability limits of not less than \$1,000,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.
- (e) Contractor agrees to procure and maintain Employers' Liability Insurance coverages with liability limits of not less than \$1,000,000.00 per accident for bodily injury by accident, \$1,000,000.00 per employee for bodily injury by disease, and \$1,000,000.00 per accident for bodily injury/disease aggregate. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.
- (f) Prior to the commencement of Service, Contractor shall submit certificates of insurance acceptable to County. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.
- (g) All deductibles shall be paid by Contractor. All liability policies obtained by Contractor in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each insured against whom any claim is made or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Contractor. Contractor shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of insurance no later than thirty (30) days prior to the renewal or amendment of any required insurance policy. Contractor shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless County is given thirty (30) days advance notice from Contractor. Contractor shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.
- (h) The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

14. Ownership of Documents

Except as expressly provided in this Agreement, County shall retain ownership of all work product and deliverables created by Contractor pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Contractor for any purpose other than the performance of Services hereunder without the express prior written consent of County. All such records, documents, notes, data, and other materials shall be considered “work for hire” and shall become the exclusive property of County when Contractor has been compensated for the same as set forth herein, and County shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it.

15. Confidential Information and Open Records

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

The Parties acknowledge that both Vendor and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, *Milliron v. Antonakakis*, S24G0198, Supreme Court of Georgia, decided August 13, 2024. As a result, Vendor acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by Vendor as to any records or data in the County’s possession.

Upon execution of this Agreement, Vendor shall designate in writing that one or more of its officers shall be the open records officer for Vendor in accordance with the Open Records Act. In the event that Vendor receives a request for records under the Open Records Act, Vendor shall notify County within two business days by sending an email, return receipt requested, to OpenRecordsNotices@maconbibb.onmicrosoft.com. Vendor shall provide County with copies of all records proposed for production prior to responding to such request. Vendor shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. Vendor shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production, and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. Vendor shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and Vendor’s complete compliance with the provisions of this section shall be performed at no cost to County.

Vendor assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that Vendor produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the damages and harm caused to County by such production, then Vendor shall pay County the sum of \$10,000.00 per request as liquidated damages. The Parties intend that these liquidated damages shall constitute compensation, and not a

penalty, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a breach by Vendor. Where actual damages are calculable, then County shall reserve the right to seek actual damages for the harm caused by such production instead of liquidated damages. Nothing herein shall be construed as limiting in any way the County's right to seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made.

16. Publicity

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

17. Confidentiality

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

18. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

19. Drug Free Workplace

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

20. Prohibition Against Employing Illegal Aliens

Contractor is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Contractor shall not enter into an agreement with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

21. Notices

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

For County:

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

For Contractor:

Tuff Dogg Lawn Care LLC
Attn: Michael Batten
316 Olin Ct
Macon, Georgia 31216

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

22. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance. Notwithstanding the foregoing, where a force majeure event prevents Contractor from performing a material portion of the Services contemplated by this Agreement, the County shall be entitled to a reduction in its monthly invoices as provided in Paragraph 1 of this Agreement.

23. Dispute Resolution and Jury Trial

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

24. Conflict of Laws

This Agreement shall be governed and construed under the laws of the State of Georgia without regard to conflicts of laws principles that would require the application of any other law.

25. Attorney's Fees

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

26. Authority to Execute

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

27. Counterparts

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

28. Electronic Representations and Records

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

29. Waiver

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

30. Severability

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

31. Survival

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

32. Entire Agreement

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

33. Precedence of Documents

In the event of any express conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date of execution.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor

_____ Date

Attested: _____
Janice S. Ross, Clerk of Commission

_____ Date

Tuff Dogg Lawn Care LLC:

By: _____

_____ Date

Attested: _____

_____ (Title)

_____ Date

Q:\CONTRACTS\2025-00000902 - Tuff Dogg Lawn Care LLC - Landscape Maintenance Agreement \$396,000.00.docx

EXHIBIT A



Macon-Bibb County Government

Procurement Department

City Hall

700 Poplar Street, Suite 308

Macon, Georgia 31201

(478) 803-0550

Fax (478) 751-7252

Laura Hardwick
Director of Procurement

March 28, 2025

ADDENDUM # 1

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 25-037-LH, Landscape Maintenance Services

The Invitation for Bids, referenced above, is modified as follows:

1. Can any maps be provided showing property lines?

Answer: No.

2. Can you provide more information on the location of Riverside Extension (Flower Median in front of Carolyn Crayton Park)?

Answer: North of Carolyn Crayton Park.

3. Do bidders need to price chemical turf care for turf areas (Pre-emergents, Fertilization)?

Answer: No.

4. Can you provide more information on location of Eastview Police Precinct (1110 Eastview Avenue)? Don't see a park showing up at this address on google.

Answer: The location of the Eastview Police Precinct directly located on the same property as Grow Macon, Inc on Google Maps.

5. How far past Otis Redding Bridge are we responsible for cutting on the Heritage Trail/River Walk?

Answer: Once you pass under the MLK bridge, Macon-Bibb Parks and Beautification will maintain the maintenance services.

6. Do the ballfields need to be cut any differently than the regular turf areas in the parks?

Answer: No.

7. Attachment C Property Locations have been revised. The document title reads "Attachment C Recreation Properties-Landscaping Revised."

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick



Macon-Bibb County Government

Procurement Department

City Hall

700 Poplar Street, Suite 308

Macon, Georgia 31201

(478) 803-0550

Fax (478) 751-7252

Laura Hardwick
Director of Procurement

April 22, 2025

ADDENDUM # 2

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 25-037-LH, Landscape Maintenance Services

The Invitation for Bids, referenced above, is modified as follows:

1. Revised Attachment C document.
(see attachment)

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick

TUFF DOGG LAWN CARE, LLC BID PACKAGE

Macon-Bibb County, Georgia

FOR

Landscape Maintenance Services

209-66

BID NUMBER: 25-037-LH

DUE NO LATER THAN 12:00 NOON ON THURSDAY, APRIL 24, 2025

Macon-Bibb County Procurement Department
700 Poplar Street Suite
308 City Hall
Macon, Georgia 31201

Attachment "A"
Required Submission Documents

Macon-Bibb County
Summary of Attachment "A" Required Documents

- Bidder Qualification Form
- List of Sub-Contractors
- Bidder Minority Participation Goal
- Financial & Legal Stability Statement
- Insurability Statement
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Non-Collusion Affidavit

Instructions and additional information regarding the three forms below can be found on our website under the Procurement Department Documents tab if needed.

- Macon-Bibb County Vendor Application
- Form W-9
- E-Verify Affidavit

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: Tuff Dogg Lawn Care, LLC
Address: 316 Olin Ct Macon GA 31216
When Organized: 05/2005 Where Incorporated: Macon, GA / State of GA
How many years have you engaged in business under the present firm name? _____
Credit available for this contract? 20 yrs (above question) \$20k
Contracts now in hand? 20
Has bidder ever refused to execute a contract at the original bid amount? no
Has bidder ever been declared in default on a contract? no
Comments: _____

Company Name: Tuff Dogg Lawn Care, LLC
Authorized By (typed name): Michael Batten
Authorized Signature: _____
Title: Owner Date: 04/22/25

References

Following is a reference list of contracts that are similar to this project:

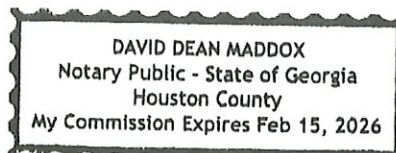
NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #
Jackson/Butts County BOE	Jackson GA	Chris Thurston	678-228-7895
Cox Communications	Middle GA Area	Nicole Soifua	385-416-1516
Love's	Macon GA	Quintin Moore	478-318-6993

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

22 DAY OF April, 20125
David Dean Maddox
Notary Public

My Commission Expires: 2/15/26

[NOTARY SEAL]





CERTIFICATE

OF COMPLETION

PROUDLY PRESENTED TO

Tuff Dagg Landscaping

You are now certified and registered with the Macon-Bibb County Office of Small Business Affairs. Your registration covers April 2025- April 2026. Please feel free to attach a copy of this certificate to Macon-Bibb's procurement opportunities and to display in your office. Additional benefits of being registered includes member-only events and more.

April 2025

DATE



Charles Stephens

SIGNATURE

Office of Small Business Affairs

SMALL LOCAL BUSINESS ENTERPRISE PROGRAM

LIST OF SUB-CONTRACTORS

Wade Landscaping	Landscaping	8
------------------	-------------	---

BIDDER MINORITY PARTICIPATION GOAL
(Attach additional pages if required.)

NAME/ADDRESS	TYPE OF WORK	% of Contract
--------------	--------------	---------------

[illegible]

Contractor Name

Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

☒ Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

☒ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.

Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: Tuff Dogg Lawn Care, LLC

Authorized By (typed name): Michael Batten

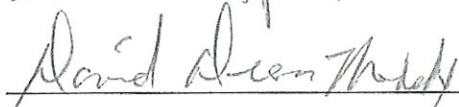
Authorized Signature: 

Title: Owner Date: 4/22/25

SUBSCRIBED AND SWORN

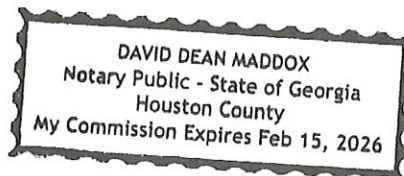
BEFORE ME ON THIS THE

22 DAY OF April, 20125 My Commission Expires: 2/15/26



Notary Public

[NOTARY SEAL]



Attachment "A"
Required Submission Documents

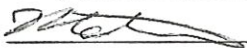
INSURABILITY STATEMENT

Please check appropriate item(s):

☒ By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: Tuff Dogg Lawn Care, LLC

Authorized By (typed name): Michael Batten

Authorized Signature: 

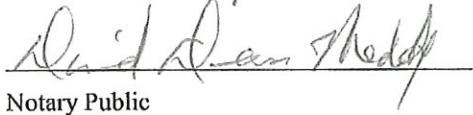
Title: owner Date: 4/22/25

SUBSCRIBED AND SWORN

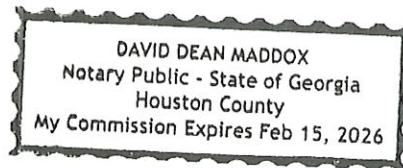
BEFORE ME ON THIS THE

22 DAY OF April, 2025

My Commission Expires: 2/15/26


Notary Public

[NOTARY SEAL]



Attachment "A"
Required Submission Documents



Macon-Bibb County
Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31202-0247
Tel: (478) 803-0550 • Fax: (478) 751-7252
www.maconbibb.us

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

Dated at this 26 day of March, 2025.

Signature of Contractor: _____

Title: _____

For Macon Bibb County Personnel Only:

Macon Bibb County Procurement Department will verify that the above bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

Signature of Procurement Officer _____ Date _____

Printed Name _____

Attachment "A"
Required Submission Documents

NON COLLUSION AFFIDAVIT

Date:	4/22/25
Project:	Bibb County, Georgia
Project #:	209-66 / Bid # 25-037-LH
Project Description:	Landscape Maintenance Services
Services Provided:	General Contracting Landscaping maintenance
State of:	Georgia
County of:	Bibb

I, Michael Dutton having first been duly sworn, deposes and states as follows:

I am the party making the foregoing Proposal or Bid; that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or Bidder or person, to put in a sham Proposal or Bid, or that such other person refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Fee or Bid Price of affiant or any other Proposer or Bidder, or to fix any overhead, profit or cost element of said Proposal Fee or Bid Price, or that of any other Proposer or Bidder, or to secure any advantage against Bibb County, Georgia or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Proposer or Bidder has not directly or indirectly submitted this Proposal or Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Contractor:

Tuft Dogs Lawn Care


(Signature)

(Seal)

BID FORM

Macon-Bibb County Board of Commissioners
Laura Hardwick, Procurement Director
Macon-Bibb County, Procurement Dept.
700 Poplar Street, Suite 308
Macon, Georgia 31201

DATE: 4/22/25

Re: **Landscape Maintenance Services**
Macon-Bibb County
Bibb County, Georgia

Dear Ms. Hardwick:

1. We have examined the Specifications, related documents and the site of the proposed Work, and are familiar with all the conditions surrounding this project, including the availability of materials and labor, and hereby bid to furnish all materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under these Specifications, of which this bid is part.
2. ADDENDUM RECEIPT:
 - a. We acknowledge our responsibility to ensure that all addenda have been received prior to the submission of a bid.
 - b. Bidder acknowledges receipt of the following addenda:
Addendum No. 1 Dated 4/22/25
Addendum No. 2 Dated 4/22/25
Addendum No. Dated
3. We agree to commence actual physical work on site, with adequate force and equipment within the timeframe presented in the specifications and to complete fully all work within the stated timeframe following notice to proceed.
4. We agree that this bid may not be revoked or withdrawn after the time set for the opening of the bids and shall remain open for acceptance for a period of sixty (60) days following such a time.
5. In case of written notification by mail, telegraph, or delivery of the acceptance of this bid within sixty (60) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a Contract for the Work for the below stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond and a Payment Bond, both in an amount equal to one-hundred-percent (100%) of the Contract Sum.
6. Enclosed herewith is a Bid Bond in the amount of five percent (5%) of the total base bid. We agree that the above stated amount is the proper measure of liquidated damages that the Owner will sustain by the failure of the undersigned to execute the Contract and to furnish the Performance Bond and the Payment Bond.

7. If this bid is accepted within sixty (60) days after the date set for the opening of bids and we fail to execute the Contract within ten (10) days after written notice of such acceptance or if we fail to furnish both a Performance Bond and a Payment Bond, the obligation of the bond will remain in full force and affect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the obligation of the bond will be null and void.
8. We hereby certify that we have not, nor have any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.
9. We understand the total bid price listed below to be inclusive of all materials, labor, equipment, and other provisions necessary to provide the services in accordance with the associated specification.

Bid Price Form

For

Landscape Maintenance Services

Total Pricing

\$ 396,000

I certify that my bid meets these minimum specifications. This bid shall be valid and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids

Printed Name: Michael Batten **Title:** owner

Authorized Signature:  **Dated:** 4/22/25

Company Name: Tell Dogs Lawn Care, LLC

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.

Tuff Dogg Lawn Care, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

316 Olin Ct

Requester's name and address (optional)

6 City, state, and ZIP code

Macon GA 31216

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

1 1 - 3 7 7 6 1 5 5

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

3/25/25

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.

E-VERIFY AND PRIVATE EMPLOYER AFFIDAVIT

Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies one of the following with respect to its application for an occupational tax certificate, alcohol license, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Business Name: Tuff Dogg lawn Care, LLC

SECTION 1(Choose ONE of the following)

☒ On January 1 of the below-signed year, the individual, firm, or corporation employed **ten (10) or less employees. (Proceed to Section 3)**

☐ On January 1 of the below-signed year, the individual, firm, or corporation employed more than ten (10) employees and has registered with the E-Verify program. **(Proceed to Section 2)**

SECTION 2

The employer has registered with and utilizes the Federal Work Authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its E-Verify number and date of authorization are as follows:

E-Verify Number:

Date of Authorization:

SECTION 3

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

Executed on 25th March, 2025 in Bibb/Macon (city), GA (state)

Printed Name of Authorized Officer or Agent: Michael Bitter

Title of Authorized Officer or Agent: owner

Signature of Authorized Officer or Agent: Michael Bitter

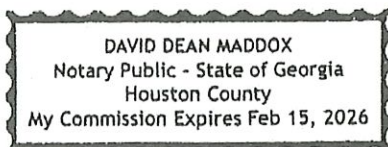
SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 25 DAY OF March, 2025

David Dean Maddox

NOTARY PUBLIC

My Commission Expires: 2/15/26





Subaward Reporting is live on SAM.gov [Show Details](#)
Mar 8, 2025



See All Alerts

Scheduled SAM Maintenance [Show Details](#)
Apr 22, 2025



Home Search Data Bank Data Services Help

Search

All Words

e.g. 1606N020Q02

Filter By

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Simple Search

Search Editor

☐ Any Words 

☒ All Words 

☐ Exact Phrase 

e.g. 1606N020Q02

"tuff dog landscaping" 

Federal Organizations

Enter Code or Name  

Status 

Debarred, Suspended or Ineligible Firms

The following firms are debarred, suspended or ineligible for award of contract by or with the Georgia State Financing and Investment Commission. Please contact GSFIC Legal Services at 404-464-5640 with any questions.

Entity	Action	Date Eligible for Contract

Last updated 1/10/2020



Macon-Bibb County, Georgia

INVITATION FOR BIDS

FOR

Landscape Maintenance Services

209-66

BID NUMBER: 25-037-LH

ISSUED: MARCH 19, 2025

BIDS DUE NO LATER THAN 12:00 NOON ON THURSDAY, APRIL 24, 2025

Macon-Bibb County Procurement Department
700 Poplar Street
Suite 308
City Hall
Macon, Georgia 31201

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FORMS PROVIDED:

BID FORM
BIDDER QUALIFICATION FORM
FINANCIAL & LEGAL STABILITY STATEMENT
LIST OF SUB-CONTRACTORS
BIDDER MINORITY PARTICIPATION GOAL
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-VERIFY) AFFIDAVIT

ATTACHMENTS:

A – REQUIRED SUBMISSION DOCUMENTS
B – SCOPE OF WORK
C - LOCATION LISTINGS

END OF TABLE OF CONTENTS

Landscape Maintenance Services

I. GENERAL

A. Invitation

1. Notice is hereby given that the Macon-Bibb County Board of Commissioners will receive sealed bids in the Procurement Department, Suite 308, Macon-Bibb City Hall, 700 Poplar Street, Macon, Georgia 31201, until **12:00 o'clock NOON** at the time legally prevailing in Macon, Georgia on **Thursday, April 24, 2025**, for **Landscape Maintenance Services for Macon-Bibb County Recreational Department** Macon, Georgia.
2. **NO BIDS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.**
3. Bids will be publicly opened in the Macon-Bibb County Finance Department Conference Room, Suite 306 on **Thursday, April 24, 2025, at 2:00 pm.**
4. Minority, Women Owned, and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Charise Stephens @ 478-300-2297 or Cstephens2@maconbibb.us.

B. Bid Documents

1. Bid documents may be examined and obtained at the Macon-Bibb County Procurement Department, Suite 308, City Hall, 700 Poplar Street, Macon, Georgia 31201, by calling (478) 803-0550, or may be viewed and downloaded from one of the links included below:
Georgia Procurement Registry website
http://ssl.doas.state.ga.us/PRsapp/PR_custom_index.jsp?agency=61100
Macon-Bibb County Procurement Page www.maconbibb.us/purchasing

C. Bid Bond

1. Bids, in order to be considered, shall be accompanied by a bid bond, payable to the Owner, in amount not less than five percent (5%) of the total base bid.
 - a) This bid security shall become payable to the Owner only if the bidder, to whom the award is made, should fail to execute a contract with the Owner and furnish bond and insurance in accordance with terms of the contract within ten (10) days after notification of the award.

D. Pre-Bid

A pre-bid **mandatory** meeting will be held on **Wednesday, April 2, 2025, 10:00 am** at 150 Willie Smokie Glover Drive, Macon, Georgia 31206. **Deadline to submit questions is Friday, April 4, 2025, by 3:00 p.m.** Questions are to be submitted via email only to Lhardwick@maconbibb.us

E. Sealed Bids

1. Envelopes shall be identified on the outside as

Landscape Maintenance Services

and delivered by hand or mailed to:

Macon-Bibb County Procurement Department

Suite 308, 700 Poplar Street

Macon, Georgia 31201

F. Validity

1. No bid may be withdrawn for a period of sixty (60) days after time has been called on date of bid opening.

G. Contract Award

1. The contract, if awarded, will be based on the total bid price.
2. Guidelines in the award of this contract will be Section 36-10-2.2, Official Code of Georgia Annotated.
3. Upon award of the Contract, a pre-construction meeting will be held to discuss the project and to establish a schedule of work.

H. Local Preference

Macon-Bibb County Reserves the right to award bids to County businesses and merchants whose bid is within 5% (five percent) of the lowest responsive and responsible bid which conforms to the Invitation to Bid.

I. Surety

1. Whereas the anticipated contract price exceeds \$25,000, the bidder to whom award is made shall submit a Payment Bond and a Performance Bond, both in amount of one hundred percent (100%) of the contract price.
 - a) Bonding company/Surety shall be:
 - (1) Rated B+ or better in current Key Rating Guide as issued by A.M. Best Company, Oldwick, NJ.
 - (2) Licensed to do business in the State of Georgia.

J. Payment Conditions

1. A 10% retainage will be withheld from each payment until final payment is made. The Owner will only pay for items used and actual work performed.
2. Change orders are issued for any variance from contract or plan sheets.
3. Any unauthorized work or material change will not be paid for unless a change order has been issued prior to the completion of work.

K. Excise Taxes

1. Any material that is to be incorporated into the work of this project may be consigned to Macon-Bibb County in the care of the contractor. If the shipping papers show clearly that any such materials are so consigned, the shipment shall be exempt from the tax on transportation of property under the provisions of Section 3478(b) of the Internal Revenue Code, as amended by Public Law 180-78th Congress.
2. The Contractor shall pay all transportation charges.
3. Each bidder shall take this exemption into account in calculating his bid.

L. Insurance

1. Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia.
2. Insurance shall be obtained prior to commencement of work and shall remain in force throughout the period of the contract.
3. Macon-Bibb County shall be named as additional insured on the policy.
4. Coverage shall include water damage.
5. Contractor is responsible for any and all deductibles.
6. Required coverage:

Workers Compensation (WC):	Required for all Contracts
NO EXEMPTIONS	
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
<i>If herbicide, fungicide, pesticide or other chemical application is involved:</i>	
Environmental Impairment Liability (with 1 year extended reporting period)	
Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

II. INSTRUCTIONS TO BIDDERS

A. Definitions

1. Wherever the term "Owner", "County", or "Macon-Bibb County" occur in these specifications, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.
2. Wherever the term "work" occurs in these specifications, it shall mean the work as defined herein, including, all labor, materials, equipment, transportation, and supervision necessary to complete the contract.

B. Related Documents

1. Required Submission Documents (Attachment "A")
2. Scope of Work (Attachment "B")
3. Location Listings (Attachment "C")

C. Bidder's Representation

1. Each bidder, by making his bid, represents that he has:
 - a) Read and understand the bidding documents.
 - b) Visited the site and became familiar with the local conditions under which the work is to be performed.
 - (1) Bidders shall examine the areas wherein the work of this project is to be carried out and shall take into consideration all conditions that might affect his work.
 - (a) Failure of the bidder to inspect firsthand the areas affected by work in this project shall not relieve him of the obligation to comply fully with the scope of the work as defined herein.
 - (b) No consideration will be given any claim based on lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions that cannot be readily ascertained.

D. Document Discrepancies

1. Should the bidder find discrepancies in, or omissions from the documents, he shall at once notify the Macon-Bibb County Procurement Department.
2. Requests for Interpretations of Drawings and Specifications shall be made in writing to the Macon-Bibb County Procurement Department no later than April 4 2025, by 3:00 p.m. prior to receipt of bids, email required, to Lhardwick@maconbibb.us.
3. Any subsequent instructions to bidders will be issued in the form of addenda to the specifications and sent to the bidder. All addenda shall be enumerated in the Bid Form.

4. All definitions set forth in the specifications are applicable to this Instruction to Bidders, the Bid Form and the proposed Contract Documents including, but not limited to, drawings, project manual, and any addenda issued prior to receipt of bids.
 - a) Addenda are written or graphic instruments issued prior to the execution of the Contract that may modify or interpret the bidding documents by deletion, additions, clarifications or corrections.
 - b) Addenda will become part of the Contract Documents when the Contract is executed.

E. Submittals

1. In order for bids to be considered, the complete bid document package shall be submitted including each of the following completed documents.
 - a) Bid Form (included in this bid document)
 - b) Attachment "A" Required Submission Documents
 - Bidder's Qualification Form
 - List of Sub-Contractors
 - Bidder Minority Participation Goal
 - Financial & Legal Stability Statement
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion ability Statement
 - Non-Collusion Affidavit
 - Instructions and additional information regarding the three forms below can be found on our website under the Procurement Department Documents tab if needed.
 - Macon-Bibb County Vendor Application
 - Form W-9
 - E-Verify Affidavit
 - c) Bid Bond in amount of 5% of the total base bid (acquired separately)

F. Reservations

1. The bidder acknowledges that Macon-Bibb County reserves full freedom (in addition to the right to reject any and all bids) in awarding bids to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior County experience. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required submittals on the date required by the bidding documents, or if the bid is in any way incomplete or irregular. Hence the County may award bids to other than the lowest bidder if in the judgment of the Board of Commissioners the interest of the County will be best served by award to another.

G. Surety and Insurance Companies

1. The Contract provides that the surety and insurance companies must be acceptable to the Owner. The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

III. SPECIAL CONDITIONS

A. General

1. All work to be performed as part of this specification shall comply with all codes, ordinances and regulations applicable to the contract, including, but not limited to:
 - a) International Building Code
 - b) State and Local Building Code
 - c) Georgia Department of Transportation (D.O.T.)
 - d) Occupational Safety and Health Administration (OSHA)
 - e) Other Federal, State, or Local Codes

B. Permits and Licenses

1. Contractor shall obtain all permits and licenses, paying all fees as required, for execution of the Contract. In addition, the Contractor shall arrange for necessary inspections required by the City, County, State and other authorities having jurisdiction, and submit certificates of approval to the Owner or his designated representative.

C. Layout of Work

1. The Contractor shall verify all existing conditions and contiguous work and lay out his work there from, providing for himself all other necessary measurements, lines and levels, and shall assume the responsibility for the correctness of the layout of the work.

D. Work Area

1. The Contractor shall confine his operations to as small an area as possible, using only the areas designated for on-site storage.
2. The Contractor shall protect all surrounding adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways and fences along or adjacent to the work. Should damage occur, the Contractor shall restore, at his expense, any such property damage or injuries by his operations to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed by, and to the satisfaction of the Owner.
3. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the Owner may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any monies due or which may become due the contractor under this contract.

E. Underground Utilities

1. The Contractor shall verify all underground utilities and their locations prior to commencing any work under this contract. Damage to underground utilities, and costs to repair same, shall be the responsibility of the Contractor.

F. Traffic Control

1. It shall be the responsibility of the Contractor to maintain traffic by utilizing adequate construction signs and flagmen at all times.

2. The Contractor shall furnish, install, maintain and eventually remove all traffic control devices necessary to properly protect and divert traffic. Such barricades and detour signs shall be illuminated at night.
3. All costs associated with traffic control shall be the responsibility of the Contractor.
4. The Contractor shall assume all responsibility for damages resulting from the failure of the signs and/or barricades to properly protect the work from traffic.

G. Vandalism

1. The Contractor shall take every precaution not to leave equipment and materials where they can be reached and used for defacing new or existing work at any time.

H. Extension of Time

1. In the event the work under this project is delayed by neglect, delay, or default of any other Contractor or the Owner, or by any damage which is the result of an Act of God, or by a general strike of the employees, the Contractor shall have reason to claim for delay and request an extension of time to complete the contract.

I. Inspection

1. Inspectors may be appointed to inspect all materials used and all work performed. Such an inspection may extend to all or any part of the work and to the preparation of manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge or relax the provisions of this specification, nor will they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have the authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the Inspector.
2. It is mutually agreed between the parties to the contract that to prevent all disputes and misunderstandings between them in relation to any of the provisions contained in these specifications, or their performance by either of said parties, the Owner shall serve as the referee to decide all matters of construction of the specifications and of the terms of the contract, and as to all matters arising or growing out of said contract and his decision shall be final and binding upon both parties.
3. The Owner and his inspectors shall have free access to all parts of the work, and to all material intended for use in the work. The work will be inspected as it progresses, but failure to reject or condemn defective work at the time it is done will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform the contract according to its terms.

IV. EXECUTION

A. General

1. It is the intent of this specification to provide for the Development of Elm Street Park, for the Macon-Bibb County, Macon, Georgia.

B. Specifications

1. The selected Contractor shall provide all labor, materials, equipment, and related services necessary in the performance of this Invitation-to-Bid. Moreover, service all the areas identified as outlined in Attachment "B." Landscape maintenance services include, but are not limited to mowing, weed control, tree/shrubbery pruning, and sidewalk edging.

V. WARRANTY

- A. The Contractor shall guarantee all labor and workmanship for minimum of one (1) year from date of completion.

VI. CONFIDENTIALITY AND OPEN RECORDS

In order to ensure compliance with Georgia's Open Records Act, the following language must be included in all Macon-Bibb County contracts and will be a required term for any contract entered into as a result of this solicitation.

The Parties acknowledge that both Vendor and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, *Milliron v. Antonakakis*, 905 S.E.2d 657 (Ga. 2024). As a result, Vendor acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by Vendor as to any records or data in the County's possession.

Upon execution of this Agreement, Vendor shall designate in writing that one or more of its officers shall be the open records officer for Vendor in accordance with the Open Records Act. In the event that Vendor receives a request for records under the Open Records Act, Vendor shall notify County within two business days by sending an email, return receipt requested, to OpenRecordsNotices@maconbibb.onmicrosoft.com. The vendor shall provide the County with copies of all records proposed for production prior to responding to such requests. Vendor shall fully assert all exemptions and exceptions available of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. Vendor shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. Vendor shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and Vendor's complete compliance with the provisions of this section shall be performed at no cost to County.

Vendor assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that Vendor produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the damage and harm caused to County by such production, then Vendor shall pay County the sum of \$10,000.00 per request as liquidated damages. The Parties intend that these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a breach by Vendor. Where actual damages are calculable, then the County shall reserve the right to seek actual damages for the harm caused by such production instead of liquidated damages. Nothing herein shall be construed as limiting in any way the County's right to seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made.

VII.. SUBCONTRACTOR REPORTING REQUIREMENTS

- A. Contractor shall submit a "Subcontractor/Supplier Participation Report" on this contract quarterly to the Macon-Bibb County Office of Small Business Affairs which shall include the following:
1. The name of each subcontractor or supplier participating in the contract.
 2. A description of the work to be performed, materials, supplies, and services provided by each subcontractor or supplier.
 3. Whether each subcontractor or supplier is a minority owned, woman owned, LGBTQIA+ owned, veteran owned, disabled person owned, Certified Disadvantaged Business Entity, non-profit, or local business.
 4. Whether each subcontractor is a supplier, subcontractor, or other.
 5. The dollar value of each subcontract or supply agreement.
 6. The actual payment to date of each subcontractor or supplier participating in the contract
- B. The report shall be updated during the applicable quarter by the Contractor whenever any of the approved subcontractors or suppliers have completed the portion of the work they were contracted to perform. Copies of this report should be transmitted promptly to the Macon-Bibb County Office of Small Business Affairs.
- C. The County may withhold any payment due to the Contractor on any project for failure to submit the Subcontractor/Supplier Report within thirty (30) days following the end of the calendar quarter or for the failure to submit updates to the quarterly report within thirty (30) days of any subcontractor or supplier having completed the portion of work they were contracted to perform.

BID FORM

Macon-Bibb County Board of Commissioners
Laura Hardwick, Procurement Director
Macon-Bibb County, Procurement Dept.
700 Poplar Street, Suite 308
Macon, Georgia 31201

DATE: _____

Re: **Landscape Maintenance Services**
Macon-Bibb County
Bibb County, Georgia

Dear Ms. Hardwick:

1. We have examined the Specifications, related documents and the site of the proposed Work, and are familiar with all the conditions surrounding this project, including the availability of materials and labor, and hereby bid to furnish all materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under these Specifications, of which this bid is part.
2. ADDENDUM RECEIPT:
 - a. We acknowledge our responsibility to ensure that all addenda have been received prior to the submission of a bid.
 - b. Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____
3. We agree to commence actual physical work on site, with adequate force and equipment within the timeframe presented in the specifications and to complete fully all work within the stated timeframe following notice to proceed.
4. We agree that this bid may not be revoked or withdrawn after the time set for the opening of the bids and shall remain open for acceptance for a period of sixty (60) days following such a time.
5. In case of written notification by mail, telegraph, or delivery of the acceptance of this bid within sixty (60) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a Contract for the Work for the below stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond and a Payment Bond, both in an amount equal to one-hundred-percent (100%) of the Contract Sum.
6. Enclosed herewith is a Bid Bond in the amount of five percent (5%) of the total base bid. We agree that the above stated amount is the proper measure of liquidated damages that the Owner will sustain by the failure of the undersigned to execute the Contract and to furnish the Performance Bond and the Payment Bond.

7. If this bid is accepted within sixty (60) days after the date set for the opening of bids and we fail to execute the Contract within ten (10) days after written notice of such acceptance or if we fail to furnish both a Performance Bond and a Payment Bond, the obligation of the bond will remain in full force and affect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the obligation of the bond will be null and void.
8. We hereby certify that we have not, nor have any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.
9. We understand the total bid price listed below to be inclusive of all materials, labor, equipment, and other provisions necessary to provide the services in accordance with the associated specification.

Bid Price Form
For
Landscape Maintenance Services

Total Pricing \$ _____

I certify that my bid meets these minimum specifications. This bid shall be valid and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids

Printed Name: _____ Title: _____

Authorized Signature: _____ Dated: _____

Company Name: _____

ATTACHMENT B

REVISED SCOPE OF WORK FOR MACON-BIBB COUNTY PARKS AND LANDSCAPES

The overall scope of work includes weekly turf mowing, trimming and mulching. Leaf, litter, and debris removal, weed control and grass removal in tree and shrub areas. Successful contractor shall provide all labor, materials and equipment required to perform the work described herein.

Frequency: Scheduled maintenance weekly, once every seven days.
Service: Highest Standard, Premium Quality of Maintenance.
Standard: Turf areas should always present a manicured appearance.

- Mowing and edging of grassed areas once weekly March through October, biweekly November through February, and as needed.
- All litter, limbs, or obstructions shall be removed before mowing.
- Turf should be mowed at a uniform height of 1 ½ to 2 ½ inches with no scalping or uneven cutting.
- Turf shall be neatly edged along buildings, curb lines, fences, flower and shrub beds, furniture, monuments, streets, trees, utility boxes, walkways, concrete slabs, and any other permanent structures at minimum during each mowing.
- Turf edges in some lower visibility areas may be chemically contained, as authorized by the County.
- Trimming at a height consistent with the turf shall be performed around all signposts, trees, shrubs, utility poles, and other permanent structures, with special care given not to damage trees or shrubs.
- All mowers shall have mulching kits to reduce visible clippings and to prevent hazardous objects from discharging beneath the mower.
- Grass clippings should not be visible in turf areas, on adjacent walkways, in adjacent roadways or other structures.

Hardscapes:

Grass and weeds shall not be present within curbs, furniture pads, streets, and walkways.

- Litter, limbs or obstructions shall be removed from the roadways and the walkways within or adjacent to maintained locations.

Shrubs:

All Shrub beds shall remain free of weeds, grass, vines and other invasive plant materials.

- Shrub beds shall be edged and well defined.

Tree Rings:

Rings around trees shall be maintained to protect the critical root zone, which is 18" – 24" from perimeter of shrub.

- The critical root zone shall extend 1.5 feet for every 1-inch of trunk diameter out from the trunk.
- Tree rings shall remain free of debris, grass and weeds.

Pine Straw:

The successful bidder will provide pine straw around keys areas throughout the following locations has needed or upon request by the Recreation or Beautification Directors.

- The critical root zone shall extend 1.5 feet for every 1-inch of trunk diameter out from the trunk.
- Tree rings shall remain free of debris, grass and weeds.

PROPERTY	ADDRESS	Acres	DESCRIPTION
Bloomfield Rec Center / Park	4115 Lions Place	78	Entire Park/Including Ballfields
Carolyn Crayton Park	150 Willie Smokie Glover Dr.	160	From the Park Entrance to just past the skate park and Motorboat Club
Riverside Extension			Flower medians in front of Carolyn Crayton Park
Delores A Brooks (East Macon Rec Center / Park)	3326 Ocmulgee East Blvd.	136	Entire Park/Including Ballfields
Frank Johnson Rec Center / Park	2227 Mercer University Dr.	12	Entire Park/Including Ballfields
Freedom Park Rec Center / Park	3301 Roff Ave.	48	Entire Park/Including Ballfields
Gilead / New Bloomfield Rec Center / Park	1931 Rocky Creek Road	19.2	Entire Park/Including Ballfields
John Drew Tennis Center	3280 North Ingle Place	14	Entire Park
Memorial Rec Center / Park	963 Long St. / 2465 Second St.	9	Entire Park/Including Ballfields
Theron Ussery Park (North Macon Rec Center / Park)	815 North Macon Park Drive (Off Wimbush Rd)	71	Entire Park/Including Ballfields
Rosa Jackson Rec Center / Park	1121 Maynard St. Schaefer Pl / William	5	Entire Park
Senior Center	132 Willie Smokie Glover Dr.		Including back area
South Bibb Recreation Center / Park	7035 Houston Road	117	Entire Park/Including Ballfields
Tattnall Square	1155 College St	22	Entire Park
Becky Cummings Park	3325 Atkins Drive	1	Entire Park
Booker Washington Park	401 Monroe Street	3.2	Entire Park
Daisy Park	970 Daisy Park	1	Entire Park
Dog Park	1520 Chestnut Street	4.5	Entire Park
Eastview Police Precinct	1110 Eastview Avenue	1	Entire Park
Filmore Thomas	3793 Log Cabin Drive	22.52	Entire Park
Henry Burns Park	3298 Ingleside Avenue	3	Entire Park
Hillcrest Park	2880 Hillcrest Avenue	3.5	Entire Park
James Williams Park	595 Pansy Avenue	2	Entire Park
Kings Park	Kings Park Circle	3.5	Entire Park
Kings Park Community Center	3283 Kingston Court	0.26	Entire Park
Little Richard Penniman Resource Center	415 Craft Street	0.19	Entire Park
Lynmore Estates Park	4056 Mead Road	11	Entire Park
Mattie Jones Playground	1991 First Avenue	3.2	Entire Park
Riverview Park	2753 Riverview Road	1	Entire Park
South Macon Park	450 Guy Paine Road	33	Entire Park/Including Ballfields
Village Green Basketball Courts	Village Green B-ball Courts	0.5	Entire Park
Village Green Park	Village Green Dr / Edwina Dr.	2	Entire Park
West Macon Park	5018 West Macon Park Drive	26	Entire Park/Including Ballfields
Willingham Court	542 Willingham Court	1.5	Entire Park
Murphy Park	2245 Ingleside Avenue	3	Entire Park
Houston Road "Sarah Willis	6010 Houston Road	3	Entire Park
Dandy Park	990 S. Ponce De Leon Circle	1	Entire Park
Frankie E. Lewis Park	834 Lynmore Avenue	1.95	Entire Park
Betty Tolbert Park	115 Dr. Betty Tolbert Way	2.56	Entire Park
Heritage Trail / River Walk	Glenridge Dr to past Otis Redding Bridge	35	Entire Park
Jackson Springs and Camellia Gardens	998 Nottingham Dr/976 Glenridge Dr.		Entire Park
Coleman Hill Park	285 Spring St	6	Entire Park
Fort Hawkins	736 Emory Highway		Entire Park



LEGISLATIVE SPONSORS

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

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE APPROPRIATION OF UP TO \$96,595.00 FROM SPONSORED PROGRAMS – SCHOOL ZONE CAMERA FUNDS, TO BE ALLOCATED TO THE ACADEMY FOR CLASSICAL EDUCATION, INC., FOR INDIVIDUAL PANIC ALARMS, MAPPING SOFTWARE, AND CAMPUS PERIMETER FENCING; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, public safety is a paramount priority of the Macon-Bibb County Commission; and

WHEREAS, Macon-Bibb County maintains a sponsored programs fund designated exclusively for use for public safety initiatives; and

WHEREAS, the Macon-Bibb County Commission desires to make various general infrastructure improvements and equipment purchases to improve the safety of our community; and

WHEREAS, the Academy for Classical Education, Inc. (“ACE”) has requested funds to purchase individual panic alarms, the mapping software suite which enhances the response time capability of these alarms, and campus perimeter fencing as described in its letter to Sheriff David Davis, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, these equipment purchases would expedite notification to local 911 centers and local law enforcement response, and these infrastructure improvements would help secure the ACE campus perimeter from unauthorized entrance and access; and

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

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

Section 1.

The Macon-Bibb County Commission does hereby further approve and authorize the appropriation of up to \$96,595.00 from Sponsored Programs – School Zone Camera Funds, to be used by ACE for the purchase of individual panic alarms, the mapping software suite for these alarms, and campus perimeter fencing as described in Exhibit A. The Macon-Bibb County Commission authorizes the Mayor to execute an agreement with ACE regarding the expenditure of the aforementioned funds.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 6.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-

Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 7.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 8.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

*Q:\ORD MACON-BIBB\2025 Miller Appropriating Public Safety Funds to ACE for Panic Alarms and Fencing
\$96,595.00 - 5-28-2025.docx*

EXHIBIT A



Academy for Classical Education Police Department

To: Sheriff David Davis

Bibb County Sheriff's Office

668 Oglethorpe St

Macon, Ga. 31201

From: Chief William Ferrel

Academy for Classical Education Police Department

5665 New Forsyth Rd.

Macon, Ga. 31210

Hello Sheriff Davis,

I wanted to follow up on our telephone conversation and provide a wish list as suggested in reference to the revenue sharing from the speed zone cameras, especially those located in front of Academy for Classical Education. As you know Alyssa's law and other related school safety laws are fast tracking through our Georgia state house and senate. These laws come with mandates for hardware and software for the purposes of expedited notification to local 911 centers and local law enforcement response.

So, ACE campus and specifically ACE PD would like to utilize a portion of the speed camera revenue toward compliance with these laws. We have two law enforcement/campus safety initiatives that we would like to implement through the use of the speed camera revenue.

1. Individual panic alarms (like used in the Apalache Ga incident) and the mapping software suite which enhances the response time capability of these alarms. This would also provide compliance with Ga. HB 268.
Approximate cost: \$65,000
2. Campus perimeter fencing on east and south sides of campus(2600 feet). This would help secure the campus perimeter from unauthorized entrance and access.
Approximate cost: \$26,595

Best Regards,
Will Ferrel



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CHRIS R. SHERIDAN & CO. DBA SHERIDAN CONSTRUCTION, IN THE AMOUNT OF \$805,561.00, FOR THE PURCHASE OF CONCRETE, MASONRY, AND ELECTRICAL EQUIPMENT FOR THE RELOCATION OF THE AIRFIELD ELECTRICAL VAULT AT THE MIDDLE GEORGIA REGIONAL AIRPORT, TO BE PAID FROM THE AIRPORT FUND – FBO – BUILDING & BUILDING IMPROVEMENTS LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, in order to build the new, state-of-the-art FBO at the Middle Georgia Regional Airport, the airfield electrical vault has to be relocated, and the existing building demolished; and

WHEREAS, Macon-Bibb County has issued Invitation for Bids (IFB) 25-041-LH to solicit bids for the relocation project; and

WHEREAS, such bid is currently pending award; and

WHEREAS, while award of that bid is pending, the County desires to purchase supplies necessary for the relocation of the vault, as such supplies have long lead times before they are shipped; and

WHEREAS, Macon-Bibb County has selected Chris R. Sheridan & Co. dba Sheridan Construction, as a sole source provider, to purchase the required supplies on behalf of Macon-Bibb County, at a cost of \$805,561.00; and

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

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

an agreement with Chris R. Sheridan & Co. dba Sheridan Construction, in the amount of EIGHT HUNDRED FIVE THOUSAND FIVE HUNDRED SIXTY-ONE DOLLARS AND 00/100 CENTS, to purchase concrete, masonry, and electrical equipment for the relocation of the airfield electrical vault at the Middle Georgia Regional Airport, to be paid from the Airport Fund – FBO – Building & Building Improvements line item.

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

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

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

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

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

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

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

*Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Sheridan Construction for Vault Relocation
Supplies 5-30-25.docx*



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REQUESTING BLAKE SHARPTON OF BUTLER SNOW, LLP, TO BEGIN THE PROCESS OF OBTAINING FIFTY MILLION DOLLARS IN GENERAL OBLIGATION FINANCING, TO BE SECURED BY 2025 SPLOST FUNDS, FOR THE PURPOSE OF IMPROVING ROAD CONDITIONS IN MACON-BIBB COUNTY AND REIMBURSING THE COUNTY FOR CERTAIN CAPITAL EXPENDITURES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on Tuesday, March 18, 2025, Macon-Bibb County voters approved a Special Purpose Local Option Sales Tax (“2025 SPLOST”) for the purpose of funding various capital improvements throughout the community; and

WHEREAS, the 2025 SPLOST referendum included authority to issue general obligation debt in a principal amount of up to \$100,000,000.00; and

WHEREAS, the Macon-Bibb County Commission has previously approved Resolution No. R-24-0063 on June 4, 2024; Resolution No. R-25-0012 on January 21, 2025; and Resolution No. R-25-0056 on April 1, 2025, (collectively, “Reimbursement Resolutions”), expressing its intent to be reimbursed from future bond funds for certain capital expenditures made prior to the receipt of those funds; and

WHEREAS, the Macon-Bibb County Commission desires to issue general obligation debt in the principal amount of \$50,000,000.00, to be secured by 2025 SPLOST funds, for the purpose of improving road conditions in Macon-Bibb County and reimbursing the County for its past expenditures; and

WHEREAS, Section 16(d) of the Macon-Bibb County Charter provides that it is the County Attorney’s responsibility to recommend to the governing authority when needed; and

WHEREAS, it is the recommendation of the County Attorney that the County should use Blake Sharpton, of Butler Snow, LLP, in Macon, Georgia, as lead counsel for the purpose of securing the financing contemplated herein; 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 that Macon-Bibb County hereby requests for Blake Sharpton of Butler Snow, LLP to begin the process of obtaining fifty million dollars in general obligation financing, to be secured by 2025 SPLOST funds, for the purpose of improving road conditions in Macon-Bibb County, and for reimbursing the County for certain capital expenditures, as stated in the Reimbursement Resolutions, or in any similar resolutions that may be adopted hereafter, prior to the issuance of such financing.

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

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

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

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

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

of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

\\Tc-Storage.Maconbibb.Us\Countyattstorage\RES MACON-BIBB\2025 Miller Requesting Blake Sharpton To Obtain
\$50,000,000 In Financing 5-29-25.Docx

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LEGISLATIVE SPONSORS

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

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF LMIG 2025 FUNDS IN THE AMOUNT OF \$2,385,048.79 AND APPROPRIATING FUNDS FOR THE REQUIRED 30% LOCAL MATCH IN THE AMOUNT OF \$715,514.64, TO BE PAID FROM 2018 SPLOST REVENUES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Local Maintenance Improvement Grant (hereinafter referred to as “LMIG”) Program is a State allocated program funded by the State Motor Fuel Tax Collections that provides funding to local governments to be used for improving and maintaining public roads; and

WHEREAS, eligible projects and costs that can be funded using LMIG include preliminary engineering, construction, utility adjustments, patching, leveling, resurfacing, grading, drainage, replacing storm drainpipe, intersection improvements, turn lanes, bridge repair, sidewalks adjacent to a public roadway or street, roadway signs, guardrails, and signal installation/improvement; and

WHEREAS, projects which are not eligible to be completed with LMIG funds include off system right-of-way acquisitions, street lighting, beautification and streetscapes, walking trails, landscaping, and administrative services; and

WHEREAS, for the 2025 LMIG, Macon-Bibb County has been awarded funding in the amount of \$2,385,048.79 from the State of Georgia, while Macon-Bibb County will be responsible for providing a thirty percent (30%) match in the amount of \$715,514.64, with all matching costs and additional funding to be paid by 2018 SPLOST funds as such become available, for a combined estimated total funding amount of \$3,100,563.43; and

WHEREAS, to ensure that the Macon-Bibb County roads are maintained in a safe and appropriate manner, the Macon-Bibb County Commission desire to authorize the Mayor and necessary County departments to take all necessary actions to accept the 2025 LMIG award and to appropriate the required matching funds; and

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

Section 1.

The County is hereby authorized to accept the award of LMIG 2025 funds in the amount of TWO MILLION, THREE HUNDRED EIGHTY-FIVE THOUSAND, FORTY-EIGHT DOLLARS AND SEVENTY-NINE CENTS (\$2,385,048.79) and to contribute the required local match of thirty percent (30%), in the estimated amount of SEVEN HUNDRED FIFTEEN THOUSAND, FIVE HUNDRED FOURTEEN DOLLARS AND SIXTY-FOUR CENTS (\$715,514.69), for a total required, with such matching funds to be paid from 2018 SPLOST funds, and such funds are hereby appropriated for the purposes set forth herein.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences,

clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 6.

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

Section 7.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 8.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

[SIGNATURES TO FOLLOW]

SO ORDERED AND ORDAINED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

*Q:\ORD MACON-BIBB\2025 Miller Authorizing Acceptance And Appropriation Of \$715,514.49 From 2018 SPLOST For 2025
LMIG 5-27-25.Docx*



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPROVING THE WAIVER OF A PORTION OF PENALTIES AND INTEREST OWED BY ACADEMY FOR CLASSICAL EDUCATION, INC. ON AD VALOREM REAL PROPERTY TAXES FOR PARCEL NUMBER K002-0014, LOCATED AT 5665 NEW FORSYTH ROAD, FOR TAX YEAR 2017; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Academy for Classical Education, Inc. (“ACE”) has been disputing its ad valorem real property tax bill, in the amount of \$247,361.69, for Parcel No. K002-0014, also known as 5665 New Forsyth Road, for tax year 2017 since 2017; and

WHEREAS, during such time, penalties in the amount of \$42,051.48 and interest in the amount of \$126,686.35, have accrued on ACE’s unpaid tax bill; and

WHEREAS, on or about January 3, 2025, the Honorable Ken Smith of the Superior Court of Bibb County entered an order granting summary judgment to Macon-Bibb County and finding that the taxes claimed are due and owing; and

WHEREAS, ACE has filed a notice of appeal to appeal Judge Smith’s decision to the Georgia Court of Appeals; and

WHEREAS, in the interest of resolving the parties’ dispute and avoiding further litigation expenses, ACE and Macon-Bibb County have agreed to settle this dispute for the full value of unpaid taxes, plus a reduced sum total of penalties and interest of \$50,000.00, for a full total settlement value of \$297,361.69 to be paid to Macon-Bibb County in full resolution of the 2017 property tax bill described above; and

WHEREAS, this reduced sum of \$50,000.00 fully compensates Macon-Bibb County for all legal fees spent defending this case; and

WHEREAS, under O.C.G.A. § 48-5-242, and Ga. Comp. of R. & R. § 560-11-14-.13, the Macon-Bibb County Commission is required to approve any agreement to waive any portion of penalties and interest accruing on a real property tax bill; and

WHEREAS, the Macon-Bibb County Commission agrees with the proposed settlement and desires to resolve this matter according to the terms presented hereing; 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 that Macon-Bibb County hereby agrees to waive that portion of penalties and interest in excess of \$50,000.00, due and owing on the 2017 ad valorem real property tax bill for Parcel No. K002-0014, also known as 5665 New Forsyth Road, such that the tax bill may be settled in full for the sum of \$247,361.69 in taxes owed, plus \$50,000.00 in penalties and interest, for a total of \$297,361.69.

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

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

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission

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

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

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

\\Tc-Storage.Maconbibb.Us\Countyattstorage\RES MACON-BIBB\2025 Miller Approving Partial Waiver Of Tax
Penalties And Interest For ACE 5665 New Forsyth Rd 5-29-25.Docx



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MFA PROGRAM MANAGEMENT LLC FOR THE PROVISION OF PROJECT MANAGEMENT SERVICES, IN AN AMOUNT NOT TO EXCEED 3.25% OF THE TOTAL PROJECT COST, TO BE PAID FROM 2025 SPLOST FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County is exploring the possibility of building a new sports and event arena; and

WHEREAS, the County desires to hire a project management team to assist in planning for and overseeing the construction of the new arena; and

WHEREAS, accordingly, the County issued RFQ 25-044-LH soliciting interested project management companies to demonstrate their experience managing similar projects; and

WHEREAS, RFQ 25-044-LH was published on April 18, 2025, and was posted to the Macon-Bibb County Procurement website and the Georgia Procurement Registry; and

WHEREAS, one hundred twenty-five (125) vendors were notified of the of the RFQ, of which twenty-two (22) were African American and one (1) was Asian American; and

WHEREAS, on the published due date of May 15, 2025, thirteen (13) responses were received in Procurement, tabulated for responsiveness, and submitted to a panel for review of the qualifications; and

WHEREAS, after review, the panel has selected MFA Program Management LLC to perform project management/owner's representative services for Macon-Bibb County for the arena project; and

WHEREAS, Procurement concurs with the award; and

WHEREAS, retaining the services of MFA Program Management LLC will result in cost savings to the County throughout the design and construction of the arena; and

WHEREAS, the Macon-Bibb County Commission desires to enter into a Professional Services Agreement with MFA Program Management LLC, in an amount not to exceed 3.25% of the total cost of construction of the 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 Mayor is authorized to execute an agreement with MFA Program Management LLC for the provision of project management services, in an amount not to exceed 3.25% of the total cost of construction of the new arena, to be paid from 2025 SPLOST funds, in a form to be approved by the County Attorney's Office.

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

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

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an

ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with MFA Program Management for Project Management Services 5-29-25.docx