



Board of County Commissioners Pre-Commission Meeting

September 2, 2025 | 4:00 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. Approval of Minutes from the August 19, 2025 Pre-Commission meeting
(Sponsored by:)

3. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Appointing Angela Solomon To The Bibb County Department Of Family And Children Services Board (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Reappointing Ember Bentley To The Macon-Bibb County Industrial Authority; (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Reappointing Patty Gibbs To Serve As A Member Of The Macon-Bibb County SPLOST Advisory Committee; (Sponsored by: Lester M. Miller, Mayor)

4. Agreements

- a. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Atlanta Paving & Concrete Construction, Inc., For Asphalt Paving & Resurfacing Services, In The

Amount Of \$2,209,409.11, To Be Paid From 2024 LRA/LMIG Supplemental Grant Funds; (Sponsored by: Lester M. Miller, Mayor)

- b. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With McLeroy, Inc., For Asphalt Paving & Resurfacing Services, In The Amount Of \$2,336,508.00, To Be Paid From 2025 LMIG Grant Funds And 2018 SPLOST Funds; (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 For The Relocation Of The Airfield Electrical Vault At The Middle Georgia Regional Airport, In The Amount Of \$2,913,861.00, To Be Paid From GDOT Grant Funds; (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With TBI Airport Management, Inc. For The Provision Of Airport Operations And Maintenance Services, In An Annual Amount Of \$200,000.00 Plus Reimbursable Expenses, Including The Cost Of Operations And Maintenance Personnel Working At The Airports, To Be Paid From The Contract Labor – Contractual Services Line Items For Both Airports (Sponsored by: Lester M. Miller, Mayor)
- e. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With APAXX Incorporated For The Replacement Of The Roofs Of WWII Hangar B And The Embraer Hangar At The Middle Georgia Regional Airport, In The Amount Of \$1,472,447.01, To Be Paid From The Airport Fund – Airport-Middle Ga Regional – Building & Building Improvements Line Item (Sponsored by: Lester M. Miller, Mayor)
- f. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Inspiring Healthy Lives, Llc For The Provision Of Counseling Services, In An Amount Of Up To \$27,000.00, To Be Paid From Family Treatment Court Grant Funds (Sponsored by: Lester M. Miller, Mayor)
- g. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Great Southern Recreation, In The Amount Of \$367,875.80, For The Purchase And Installation Of Playcraft Playground Equipment At Frank Johnson Park, To Be Paid From The SPLOST 2018 Fund – Recreation – Frank Johnson – Property Line Item; And For Other Lawful Purposes. (Sponsored by: Lester M. Miller, Mayor)
- h. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Middle Georgia Outdoor Lighting, Inc. For The Purchase And Installation Of Lighting At The Carolyn Crayton Park, In The Amount Of \$232,982.00, To Be Paid From 2018 SPLOST Funds (Sponsored by: Lester M. Miller, Mayor)
- i. A Resolution Of The Macon-Bibb County Commission To Approve A Change Order, In The Amount Of \$20,000.00, To The Purchase Order For Making A Difference Counseling And Training Services, Llc, To Be Paid From The Grant Fund – Da-24 Byrne Discretionary Grant – Contract Labor Contractual Services

Line Item, To Provide For Services Through The Expiration Of The Grant Term
(Sponsored by: Lester M. Miller, Mayor)

- j. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute Renewal Of The Memorandum Of Agreement With Georgia Emergency Management Agency And Chatham County For The Exclusive Sheltering Of Emergency And Disaster Event Evacuees From Chatham County With Provision For Reimbursement Of Certain Costs Associated With Sheltering Events;
(Sponsored by: Lester M. Miller, Mayor)

5. Grants

- a. A Resolution Of The Macon-Bibb County Commission To Authorize The Acceptance Of A Hazard Mitigation Grant Program Award In The Amount Of \$45,000.00, With A Local Required Matching Amount Of \$15,000.00, And Additional Available Funds In The Amount Of \$3,413.40, For The Purposes Of Updating The Multi-Jurisdictional Hazard Mitigation Plan (Sponsored by: Lester M. Miller, Mayor)

6. Appropriations and Transfers

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize Appropriations From 2018 SPLOST Proceeds And 2018 SPLOST Interest To Be Allocated To Authorized Projects As Specified Herein; To Authorize A Transfer Between 2018 SPLOST Line Items; (Sponsored by: Lester M. Miller, Mayor)
- b. An Ordinance Of The Macon-Bibb County Commission To Authorize The Reappropriation Or Reallocation Of Up To \$2,230,000.00 In Already Incurred Expenses From General Fund To American Rescue Plan Act Funds, As Authorized By The American Rescue Plan Act, To Utilize Unexpended American Rescue Plan Act Funds (Sponsored by: Lester M. Miller, Mayor)
- c. An Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation From General Fund – Fund Balance, In The Total Amount Of Up To \$20,000.00, To The Tax Commissioner’s Office Budget – Salaries Major Component; To Provide For An Increase To The Tax Commissioner’s Salary Supplemental In Recognition Of The Performance Of Additional Duties (Sponsored by: Lester M. Miller, Mayor)
- d. An Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation From General Fund – Fund Balance, In The Amount Of \$447,347.00, For The Purchase Of A Common Use Passenger Processing System And For The Design, Layout, Survey, And Markings For Aircraft Parking At The Middle Georgia Regional Airport (Sponsored by: Lester M. Miller, Mayor)

7. Taxes

- a. A Resolution Of The Macon-Bibb County Commission Requesting The Local Legislative Delegation Introduce Legislation To Establish New, Additional Homestead Exemptions On Ad Valorem Taxation For Senior Citizens In Macon-Bibb County, As Specified Herein (Sponsored by: Lester M. Miller, Mayor,

Raymond Wilder, Commissioner, Seth Clark, Mayor Pro Tem, Bill Howell, Commissioner, Valerie Wynn, Commissioner, Joey Hulett, Commissioner)

- b. An Ordinance Of The Macon-Bibb County Commission To Amend Article VII Of Chapter 26 Of The Macon-Bibb County Code Of Ordinances, Relating To Occupation Taxes, For The Purpose Of Establishing A New Classification Of Occupation Taxes For Tourist Courts And Short-Term Vacation Rentals; To Prescribe Regulations Therefor And Penalties For Violations; To Provide For Audit And Enforcement Thereof (Sponsored by: Lester M. Miller, Mayor, Seth Clark, Mayor Pro Tem, Joey Hulett, Commissioner)

8. Donation of Real Property

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Accept The Donation Of 4.0 Acres, More Or Less, Along Estes Road, To Be Subdivided From The Larger Parcel Known As 8221 Thomaston Road, For The Construction Of A Fire Station Or Other Public Safety Facility; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)

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);

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
August 19, 2025 – 4:30 PM
City Hall
(Commission Chamber)**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on August 19, 2025 at 4:30 PM in the Commission Chamber at City Hall.

COMMISSION MEMBERS PRESENT

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

COMMISSION MEMBERS ABSENT:

Commissioner Paul Bronson

STAFF PRESENT

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

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval of the minutes from the August 5, 2025 Pre-Commission meeting (Sponsored by:)
On motion of Commissioner Wynn, seconded by Commissioner Bailey and carried unanimously, the minutes from the August 5, 2025 Pre-Commission meeting were approved.

3. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Reappointing George Thomas, Sr. To The Board Of Tax Assessors (Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Miller, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Reappointing George Thomas, Sr. To The Board Of Tax Assessors was approved.

4. New Alcohol Beverage Licenses

- a. Flying Biscuit Cafe located at 588 Mulberry Street, Macon, GA 31201
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Miller, seconded by Commissioner Howell and carried unanimously, the New Alcohol Beverage License for Flying Biscuit Cafe located at 588 Mulberry Street, Macon, GA 31201 was approved.
Legal recommends approval.
- b. Quick Stop 2025 located at 2700 Riverside Drive, Macon, Ga
Legal Recommends Approval (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Wynn, seconded by Commissioner Bryant and carried unanimously, the New Alcohol Beverage License for Quick Stop 2025 located at 2700 Riverside Drive, Macon, Ga was approved.
Legal Recommends Approval.
- c. Walco Beverage located at 3117 Vineville Avenue, Macon, GA
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 Walco Beverage located at 3117 Vineville Avenue, Macon, GA was approved.
Legal recommends approval.
- d. Dos Amigos Food Mart located at 584 Emory Highway, Macon, GA
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Howell, seconded by Commissioner Wilder and by a vote of 7 to 1 with Mayor Pro Tem Clark, Commissioner Wynn, Commissioner Hulett, Commissioner Wilder, Commissioner Howell, Commissioner Bryant, Commissioner Bailey casting the affirmative votes and Commissioner Stewart casting the dissenting vote, the New Achol Beverage License for Dos Amigos Food Mart located at 584 Emory Highway, Macon, GA was approved.
Legal recommends approval.

5. Agreements

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Execution Of An Agreement Between The Bibb Judicial Circuit District Attorney's Office And Cynthia Adams For The Provision Of Contract Attorney Chief Of Appeals Services, In An Annual Amount Of \$84,000.00, To Be Paid From The General Fund – District Attorney – Contract Labor – Contractual Services Line Item (Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Miller, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Execution Of An Agreement Between The Bibb Judicial Circuit District Attorney's Office And Cynthia Adams For The Provision Of Contract Attorney Chief Of Appeals Services, In An Annual Amount Of \$84,000.00, To Be Paid From The General Fund – District Attorney –

Contract Labor – Contractual Services Line Item was approved.

- b. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Ace Entities, LLC, For Emergency Culvert And Road Repairs On Hopewell Road, In The Amount Of \$94,500.00, To Be Paid From The Engineering Budget – Contract Labor Line Item (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 To Authorize The Mayor To Execute An Independent Contractor Agreement With Ace Entities, LLC, For Emergency Culvert And Road Repairs On Hopewell Road, In The Amount Of \$94,500.00, To Be Paid From The Engineering Budget – Contract Labor Line Item was approved.
- c. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Professional Paving Services, Llc, For Asphalt Paving & Resurfacing Services, In The Amount Of \$1,896,165.22, To Be Paid From LMIG 2024 Grant Funds And 2018 SPLOST Funds; (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Wynn, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Professional Paving Services, Llc, For Asphalt Paving & Resurfacing Services, In The Amount Of \$1,896,165.22, To Be Paid From LMIG 2024 Grant Funds And 2018 SPLOST Funds was approved.
- d. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Agreement With The Georgia Department Of Transportation For Procurement And Facilitation Of Value Engineering Services For The Bass Road Widening Project, In The Amount Of \$100,000.00, To Be Paid From The Engineering Department Budget – Professional Services Line Item And Reimbursed Through GDOT; (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Howell, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Agreement With The Georgia Department Of Transportation For Procurement And Facilitation Of Value Engineering Services For The Bass Road Widening Project, In The Amount Of \$100,000.00, To Be Paid From The Engineering Department Budget – Professional Services Line Item And Reimbursed Through GDOT was approved.
- e. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A One Year Extension To The Professional Services Agreement With Southern Behavioral Services, In An Amount Of Up To \$99,320.00, To Operate The Employee Assistance Program For Macon-Bibb County Employees, To Be Paid From The General Fund – Human

Resources – Payments To Others Employee Assistance Services Line Item (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Howell, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A One Year Extension To The Professional Services Agreement With Southern Behavioral Services, In An Amount Of Up To \$99,320.00, To Operate The Employee Assistance Program For Macon-Bibb County Employees, To Be Paid From The General Fund – Human Resources – Payments To Others Employee Assistance Services Line Item was approved.

6. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Juvenile Justice Incentive Grant From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2026, In The Amount Of \$365,114.00, With No Local Match, Awarded To The Macon Judicial Circuit Juvenile Court (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bryant, seconded by Commissioner Stewart and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Juvenile Justice Incentive Grant From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2026, In The Amount Of \$365,114.00, With No Local Match, Awarded To The Macon Judicial Circuit Juvenile Court was approved.

7. Appropriations and Transfers

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize A Budget Transfer Within The Linear Park Grant Budget, In The Amount Of \$64,090.00, To Provide For Additional Amenities At The Park; (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Bailey and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Authorize A Budget Transfer Within The Linear Park Grant Budget, In The Amount Of \$64,090.00, To Provide For Additional Amenities At The Park was approved.

- b. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$230,000.00 From 2018 SPLOST Proceeds To Fund A Lighting Project At Carolyn Crayton Park; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Bailey and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$230,000.00 From 2018 SPLOST Proceeds To Fund A Lighting Project At Carolyn Crayton

Park was approved.

8. Abandonment Items

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Abandon A Certain Portion Of Right-Of-Way Running Between Broadway And Stevens Street And Removing Such Path From The Official Road Map Of Macon-Bibb County (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Howell, seconded by Commissioner Wilder and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Abandon A Certain Portion Of Right-Of-Way Running Between Broadway And Stevens Street And Removing Such Path From The Official Road Map Of Macon-Bibb County was approved.
- b. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute A Quitclaim Deed In Favor Of Crisp Street Church Of God In Christ, For The Sale Of Real Property Totaling 0.04 Of An Acre, More Or Less, For Its Approximate Fair Market Value Of \$1,306.00; (Sponsored by:)
On motion of Commissioner Wynn, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute A Quitclaim Deed In Favor Of Crisp Street Church Of God In Christ, For The Sale Of Real Property Totaling 0.04 Of An Acre, More Or Less, For Its Approximate Fair Market Value Of \$1,306.00 was approved.

9. Adoption of Millage Rate

- a. An Ordinance Of The Macon-Bibb County Commission Reducing The Millage Rate From 9.900 Mills To 9.575 Mills, To Be Levied And Assessed For The Year 2025 Upon The Taxable Property Located In The Macon-Bibb County Tax District; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner, Seth Clark, Mayor Pro Tem)
Mayor Pro Tem Clark made a motion to call for the votewhich was carried unanimously,

On motion of Mayor Pro Tem Clark, seconded by Commissioner Wilder and carried unanimously, the Ordinance Of The Macon-Bibb County Commission Reducing The Millage Rate From 9.900 Mills To 9.575 Mills, To Be Levied And Assessed For The Year 2025 Upon The Taxable Property Located In The Macon-Bibb County Tax District was approved.

10. Executive Session

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

employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1); Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E); and Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. §50-14-3(b)(2);

On motion of Commissioner Howell, seconded by Commissioner Wilder and carried unanimously, the meeting went into Executive Session at 5:15 p.m. for the items listed above.

On motion of Commissioner Bailey, seconded by Commissioner Wynn and carried unanimously, the meeting came out of Executive Session at 5:45 p.m. with no action being taken.

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 APPOINTING ANGELA SOLOMON TO THE BIBB COUNTY DEPARTMENT OF FAMILY AND CHILDREN SERVICES BOARD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, pursuant to O.C.G.A. § 49-3-2, the Macon-Bibb County Commission is authorized to appoint the members to serve on the Bibb County Department of Family and Children Services Board; and

WHEREAS, Angela Solomon has been recommended for appointment to the Bibb County Department of Family and Children Services Board to succeed Sylvia McGee, whose term expired June 30, 2023; and

WHEREAS, Angela Solomon will serve a five (5) year term, with said term to begin on the effective date of this Resolution; and

WHEREAS, Angela Solomon has expressed her interest and willingness to serve on the Bibb County Department of Family and Children Services Board, meets all requirements necessary for appointment, and has submitted her resume and Certificate of Good Standing, attached hereto and incorporated herein as Exhibit A for 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 Angela Solomon is hereby appointed to serve as a member of the Bibb County Department of Family and Children Services Board for a five (5) year term, with said term to begin on the effective date of this Resolution and expiring June 30, 2030.

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

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

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

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

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

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

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

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EXHIBIT A

Angela Solomon

3058 Rolling Rd., North
Macon, Georgia 31204

Home (478) 475-0464
Cell (478)320-7837

CAREER OBJECTIVE

A position utilizing my Social Work experiences, skills, and techniques.

EDUCATION

- 2014-2016 Educational Leadership
Valdosta State University
Valdosta, Georgia
Graduated: July 2016
- 1988-1989 Master of Social Work Degree
The University of Georgia
Athens, Georgia
Graduated August 1989
Concentration: Mental Health
- 1984-1988 Bachelor of Social Work Degree
Clark-Atlanta University
Atlanta, Georgia
Graduated May 1988

CREDENTIALS

Educational Leadership (ED. S) 2016
Certified School Social Worker since (2004)
Licensed Clinical Social Worker (1997)

WORK EXPERIENCES

**School Social Work Coordinator/Hospital
Homebound Teachers
Bibb County Board of Education
Macon, Georgia**
July 2013 – Current
Provide supervision/coordinate services for the district
Social Workers and Hospital Homebound Teachers.
Complete evaluations, troubleshoot problems as they
occur. Assist with some investigations involving
faculty/staff/students. Work closely with community
stakeholders.

**School Social Worker
Bibb County Board of Education
Macon, Georgia**
July 2011 – June 2013
Work closely with students/family to eliminate

barriers that interfere with student achievement.
Connect with resources as needed.

WORK EXPERIENCES

Team Leader/IFI (Part-time) Community Development System Macon, Georgia

August 2009 – April 2021

Provide intensive therapy to children/families to assist them with remaining stable.

Truancy Social Worker (Title I Position) Appling Middle School Bibb County Board of Education Macon, Georgia

July 2007 – June 2011

Worked closely with students/parents and faculty/staff regarding attendance issues. Connect students/families with resources in the community. Follow up with students that attend different programs (Alternative School and Psycho-Ed).

Truancy Social Worker (Grant Position) Bibb County Board of Education Macon, Georgia

August 2004 - May 2007

Worked with students/parents and staff regarding attendance. Connected students/families with resources in the community. Presented workshops regarding attendance. Participated on Crisis Team for grief counseling and Transitional Team transiting students from elementary school to middle school. Followed up students at the Alternative school and Teen Parent center.

Professional Social Worker (Part Time) Central State Hospital Milledgeville, Georgia

October 2003 - January 2010

Completed psychosocial assessments on clients admitted. Worked closely with clients, families, physicians and nurses to assist with discharge planning.

Connected clients with resources in the community that can assist them with maintaining a healthy, physical and mental lifestyle.

WORK EXPERIENCES

Social Worker

IHR/DHR

Milledgeville, Georgia

July 2003 - August 2004

Assessed consumers for services Developmental Disabilities/Mental Retardation. Connected consumers With resources in the community. Completed IEP.

Medical Social Worker

DaVita Corporation

Macon, Georgia

July 1998 - July 2003

Assisted clients with the admission process and with Problems surrounding admission. Connected clients and Their families with resources in the community to assist With their needs. Worked closely with the Physicians, Nurses, Dietician and Technicians to assist patient's care. Provided counseling services to clients to assist with acceptance of illness and encouraged compliance with Medication and treatment recommendations.

Medical Social Worker

CareSouth Home Health

Macon, Georgia

February 1997 - July 1998

Completed social histories to assess home environment and connect patients with resources in the community Counseled patients as well as their families on accepting and adjusting to the limitations caused by the illness.

Medical Social Worker

First American Home Care

Macon, Georgia

August 1993 - January 1997

Duties included supervising Bachelor Level Social Workers, home visits, social casework to patients and Families that were having a difficult time adjusting to the limitations caused by the illness. Connected patients

and families with resources in the community.

WORK EXPERIENCES

Counselor/Minority Advisor

Middle Georgia College

Cochran, Georgia

July 1992 - August 1993

Duties included career, academic and personal counseling as well as meeting special needs for Minority students. Additional duties included presenting workshops and assisted with the administering of the college placement test.

Human Services Provider/On Call Worker

Community Mental Health Center of Middle Georgia

Dublin, Georgia

October 1989 – July 1992

Counselor (Child & Adolescent Program)

Case managed clients in four different counties.

Completed psychosocial, counseled clients and their families.

On Call Worker – Provided emergency on call services for the agency one week each month.

INTERESTS

Spending time with family and friends.

PROFESSIONAL AFFILIATIONS

- **School Social Workers Association of Georgia (2019-2021) – President**
- **Middle Georgia State University Social Work Board**
- **National Association of Social Workers (Board Member)**
- **RISE Program (Youth Initiative DA Program)**
- **Macon Housing Authority Board Member (Program to Success)**
- **Bibb County School District Truancy Task Force**
- **Community Collaboration**

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Angela Solomon

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

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

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

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

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

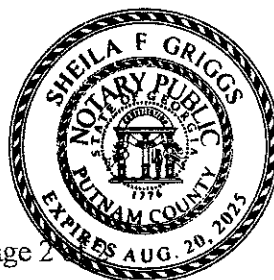
Angela Solomon Angela Solomon
Print and Sign Name

Sworn to and subscribed before me this

19th day of August, 2025.

Sheila F. Griggs
Notary Public

My commission expires: 8/20/2025





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 REAPPOINTING EMBER BENTLEY TO THE MACON-BIBB COUNTY INDUSTRIAL AUTHORITY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Industrial Authority was established, created and authorized by an amendment to the Georgia Constitution approved by the general election of 1962 (Ga. Laws 1962, p. 885) which also granted certain powers to the Industrial Authority, the City of Macon and Bibb County; said amendment was implemented pursuant to confirmation by said vote by an act of the Georgia Legislature, approved by the Governor (Ga. Laws 1962, p. 2323); and

WHEREAS, Mayor Lester Miller desires to reappoint Ember Bentley to the Macon-Bibb County Industrial Authority to serve a term of five (5) years; and

WHEREAS, Ember Bentley was previously appointed to fulfill the unexpired term of Walter Miller, which expired December 31, 2024; and

WHEREAS, Ember Bentley expressed her interest and willingness to serve on the Macon-Bibb Industrial Authority and meets all requirements necessary for reappointment; 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 Ember Bentley is hereby reappointed to serve as a member on the Macon-Bibb County Industrial Authority for a five (5) year term, with said term to begin on the effective date of this Resolution.

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

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

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

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

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

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

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

[Signatures on the following page.]

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 Reappointing Ember Bentley to Industrial Authority 8-21-25.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 REAPPOINTING PATTY GIBBS TO SERVE AS A MEMBER OF THE MACON-BIBB COUNTY SPLOST ADVISORY COMMITTEE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, pursuant to Resolution R-17-0277, the Macon-Bibb County Commission established the Macon-Bibb County SPLOST Advisory Committee to receive quarterly updates regarding the progress of SPLOST projects, prepare quarterly reports on the scheduling and progress of those projects, and to give input and recommendations regarding matters related to those projects; and

WHEREAS, the Committee is comprised of seven Macon-Bibb County residents, serving three-year terms, appointed by the Mayor of Macon-Bibb County and subject to approval by the Macon-Bibb County Commission; and

WHEREAS, Patty Gibbs has been recommended by the Mayor for reappointment to the Macon-Bibb County SPLOST Advisory Committee; and

WHEREAS, Patty Gibbs has expressed her interest and willingness to serve on the Macon-Bibb County SPLOST Advisory Committee and meets the necessary requirements for reappointment; 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 Patty Gibbs is hereby reappointed to serve as a member on the Macon-Bibb County SPLOST Advisory Committee for a three (3) year term, with said term to begin on the effective date of this Resolution.

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

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

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

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

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

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

[Signatures on the following page.]

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 Reappointing Patty Gibbs to SPLOST Advisory 8-21-25.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 JOSEPH HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH ATLANTA PAVING & CONCRETE CONSTRUCTION, INC., FOR ASPHALT PAVING & RESURFACING SERVICES, IN THE AMOUNT OF \$2,209,409.11, TO BE PAID FROM 2024 LRA/LMIG SUPPLEMENTAL GRANT FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission is committed to providing safe and accessible roadways throughout Macon-Bibb County; and

WHEREAS, Invitation for Bids (“IFB”) No. 26-005-LH was published on July 24, 2025, soliciting bids for the repair and resurfacing of various sections of the roads, with such selected roads being identified in the attached Exhibit A, incorporated herein for reference purposes; and

WHEREAS, IFB No. 26-005-LH was published on Macon-Bibb County’s Procurement Department website and posted to the Georgia Procurement Registry, where one hundred ninety-three (193) vendors were notified of the opportunity for bidding; and

WHEREAS, of the vendors notified, seven (7) self-identified as African American-owned, three (3) self-identified as Hispanic/Latino-owned, and one (1) self-identified as Native American-owned; and

WHEREAS, on the published due date of August 28, 2025, seven (7) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification review; and

WHEREAS, after the bid review, Atlanta Paving & Concrete Construction, Inc., a Georgia corporation with its primary place of business in Peachtree Corners, whose total bid was the lowest responsive and responsible submission, was recommended for award by the user department; and

WHEREAS, Procurement concurs with this award recommendation; and

WHEREAS, the Macon-Bibb County Commission accepted the award of Local Road Assistance (“LRA”)/LMIG Supplemental grant funds for fiscal year 2025 on August 26, 2025, in Resolution R-26-0040; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute an Independent Contractor Agreement with Atlanta Paving & Concrete Construction, Inc., in the amount of TWO MILLION, TWO HUNDRED NINE THOUSAND, FOUR HUNDRED NINE DOLLARS AND ELEVEN CENTS (\$2,209,409.11) for deep patch asphalt resurfacing services to be paid from LRA/LMIG Supplemental grant funds, with such Independent Contractor Agreement in a form to be approved of by the County Attorney.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission 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

Attest: _____

(SEAL) JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Atlanta Paving for LRA Paving - \$2,209,409.11 - 8-28-25.docx

EXHIBIT A

Street Name	From	To	Miles	Length (Feet)	Width (Feet)
Camden Road	Newport Road	McKibben Lane School Driveway	0.04	217	22
Camden Road	Hill Place	Underwood Drive	0.07	387	22
Marlowe Drive	Sprucewood Drive	South Beechwood Drive	0.08	397	26
Marlowe Drive	Savage Creek Drive	217 Feet North	0.04	217	26
Marlowe Drive	North Stratford Oaks Drive	South Stratford Oaks Drive	0.06	338	26
Glenwood Drive	North Beechwood Drive	Marlowe Drive	0.21	1,083	26
Ashville Drive	Springfield Boulevard	Durham Place	0.15	788	24
Spring Hill Court	Springfield Boulevard	Cul-De-Sac	0.06	328	24
Lake Pointe Drive	Rivoli Downs Drive	South To Lake Pointe Drive Cul-De-Sac End	0.11	568	26
Beddingfield Avenue	Tela Place	San Juan Avenue	0.04	205	30
Tela Place	Lynmore Avenue	Beddingfield Avenue	0.09	453	30
Beddingfield Avenue	Tela Place	West Dead End	0.16	824	30
Heard Avenue	Antioch Road	Flamingo Drive	0.26	1,372	30
Heard Avenue	Flamingo Drive	Harrell Street	0.01	72	30
San Juan Avenue	Beddingfield Avenue	Moreland Avenue	0.01	79	30
Texas Street	Pittman Street	Holloway Street	0.06	305	28
Stratton Street	Broadway	5th Street	0.10	541	24
Jackson Street	Hazel St	Oglethorpe St	0.10	507	24
Reid Street	Broadway	38 ft from Waterville Road	0.25	1,294	24
Hinsley Court	Jordan Avenue	433 West To Cul-De-Sac End	0.08	433	26
Devonshire Road	Alandale Drive	North To R/W Pavement End (173 Feet)	0.03	173	26
Ellsworth Terrace	Shurling Drive	Skyline Road	0.16	843	24
Neptune Way	Coral Way	Jones County Line (141 Address Driveway)	0.06	318	20
Kings Park Circle	Abbey Lane	Lancing lane	0.05	259	26
White Elk Springs Court	Holley Bluff Lane	End Of Road Right Of Way (Near The Gate)	0.22	1,165	26
Dillard Road	Ocmulgee East Boulevard	Past the Driveway at 1954 Dillard Rd. (Gate)	0.14	737	20
Riggins Mill Road	Mischell Ave	384 Feet West to Grassed Median End	0.07	384	24
Davis Road	Jeffersonville Road	Ray Road	0.11	561	22
Bonner Gilbert Road	Lower Thomaston Road	Big Water Drive	0.31	1,634	22
Old Club Road East	Canyon Road	Old Club Road South	0.15	797	24
Drury Drive	Roycrest Drive	Ridge Avenue	0.20	1,044	24
Drury Drive	Ridge Avenue / Forest Hill Road	Robert Place	0.09	466	24
Treyburne Court	Treyburne Way	Southeast To Cul-De-Sac End	0.09	482	24
Charter Boulevard	Forsyth Road	Water Tower Court	0.11	581	24
Knollwood Drive	Lee Road	Claburn Road	0.11	568	20
Laverne Place	Highpoint Drive	North To Dead End	0.07	374	20
Northwoods Drive North	Pierce Avenue	West To The Road Split	0.04	223	24
Woodhaven Circle	Valley Trail	Woodhaven Road	0.05	272	20

Steeple Chase Road	Stinsonville Road	Cul-De-Sac	1,001	24
Mary Drive	Hillcrest Avenue	West Mary Drive	404	24
Roy Street	Hawkins Avenue	Roy Place	417	24
Roy Street	Belt Avenue	Courtland Avenue	407	24
Cedar Avenue	Montpelier Avenue	Raines Lane	177	22
Belvedere Drive	Ridge Avenue	Overlook Ave	1,003	30
Bailey Avenue	Churchill Street	Gledhill Street	368	28
Gates Road	Columbus Road	Waters Pointe	2,851	22
Gates Road	Waters Pointe	Waters Edge Drive	919	22
Wild Heron Drive	Cottonwood Circle	Plantation Drive	925	22
Wild Heron Drive	Glen Holly Drive	North Dead End Cul-De-Sac	774	22
Bransford Circle	Bransford Drive	Bransford Circle Cul-De-Sac	92	22
Bransford Drive	Bransford Court	Bransford Circle	571	22
Forest Pine Drive	Ridge Circle	East To Forest Pine Drive Cul-De-Sac End	397	22
George Thomas Lane	Hartley Bridge Road	South 532 feet To End Of R/W	532	26
Wood Oak Court	Wood Oak Drive	West To Wood Oak Court Cul-De-Sac End	263	20
Wilson Way	Susan Way	J Drive South	1,486	22
Christopher Drive	Avondale Mill Road	Clay Circle	187	20
Clay Circle	Christopher Dr.	Walden Court	482	20
Clay Circle	Walden Court	143 feet East of Walden Court	143	20
Allen Road	Linstead Drive	435 Feet East of Linstead Drive	422	22
South Heron Street	Eisenhower Parkway	Paul Walsh Drive	338	24
Paul Walsh Drive	Brad Walsh Parkway	East To South Heron Street	1,848	24
Anthony Rd	Key St	Patton Ave	234	36
Anthony Road	Hartley Elem. School West Driveway	West End Of Henderson Stadium Parking Lot	610	45
Kent Drive	Neville Way	Winston Drive	955	24
Swan Drive	Swan Drive	Southeast to Cul-De-Sac End	331	22
Harris Street	Monroe Avenue	Lincoln Street	263	22
Harris Street	Pio Nono Avenue	West To Dead End	984	22
Brisbane Street	Hollis Road	Melbourne Street	154	22
Carroll Street	Mason Street	Adams Avenue	249	22
Carroll Street	Pio Nono Avenue	Mason Street	263	22
Woodcrest Road	Stallings Drive	Wrenwood Drive	1,109	24
Wrenwood Drive	Stallings Drive	Larkwood Drive	177	24
Woodcrest Road	Larkwood Drive	Wrenwood Drive	463	24
Dale Drive	Richard Drive	Alfred Drive	400	22
Bloomfield Road (By Macon Mall)	3794 Address	3794 Address	131	24
Macon Tech Drive	3326 Address	South To Woodcrest Road	112	34
Atwood Circle	Atwood Drive	Atwood Drive	633	22
Hacienda Court	Hollingsworth Road	240 feet to the End Of Hacienda Court Road R/W	240	24
Bradstone Circle	Bradstone Circle	Bradstone Court	1,100	24
Bradstone Court	Bradstone Circle	Cul-De-Sac	270	24
Bray Court	Bradstone Circle	Cul-De-Sac	284	24



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 JOSEPH HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH MCLEROY, INC., FOR ASPHALT PAVING & RESURFACING SERVICES, IN THE AMOUNT OF \$2,336,508.00, TO BE PAID FROM 2025 LMIG GRANT FUNDS AND 2018 SPLOST FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission is committed to providing safe and accessible roadways throughout Macon-Bibb County; and

WHEREAS, Invitation for Bids (“IFB”) No. 26-006-LH was published on July 28, 2025, soliciting bids for the repair and resurfacing of various sections of the roads, with such selected roads being identified in the attached Exhibit A, incorporated herein for reference purposes; and

WHEREAS, IFB No. 26-006-LH was published on Macon-Bibb County’s Procurement Department website and posted to the Georgia Procurement Registry, where one hundred ninety-three (193) vendors were notified of the opportunity for bidding; and

WHEREAS, of the vendors notified, seven (7) self-identified as African American-owned, three (3) self-identified as Hispanic/Latino-owned, and one (1) self-identified as Native American-owned; and

WHEREAS, on the published due date of August 28, 2025, seven (7) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification review; and

WHEREAS, after the bid review, McLeroy, Inc., a Georgia corporation with its primary place of business in Zebulon, Georgia, whose total bid was the lowest responsive and responsible submission, was recommended for award by the user department; and

WHEREAS, Procurement concurs with this award recommendation; and

WHEREAS, the Macon-Bibb County Commission accepted the award of Local Maintenance Improvement Grant (LMIG) funds for fiscal year 2025 on June 3, 2025, in Ordinance O-25-0021; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute an Independent Contractor Agreement with McLeroy, Inc., in the amount of TWO MILLION, THREE HUNDRED THIRTY-SIX THOUSAND, FIVE HUNDRED EIGHT DOLLARS AND 00/100 CENTS (\$2,336,508.00) for deep patch asphalt resurfacing services to be paid from 2025 LMIG funds and 2018 SPLOST funds, with such Independent Contractor Agreement in a form to be approved of by the County Attorney.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission 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

Attest: _____

(SEAL) JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with McLeroy, Inc for LMIG Paving - \$2,336,508.00 - 8-28-25.docx

EXHIBIT A

Street Name	From	To	Miles	Length (Feet)	Width (Feet)
River Place Drive	River Place Dr.	River Place Dr	0.02	116	47
Kathryn Drive	Lake Crest Dr	Wesleyan Dr	0.22	1,167	24
Glenbrook Road	Forest Hill Rd	Darlington Dr	0.11	597	24
Timberlane Drive	Wesleyan Drive	Marlowe Drive	0.56	2,957	24
Wilshire Drive	Timberlane Drive	South Stratford Oaks Drive	0.07	370	24
North Beechwood Drive	Marlowe Drive	Glenwood Drive	0.27	1,448	24
1st Street	Hazel St	Hawthorne St	0.05	264	50
1st Street	Hazel St	Ash St	0.10	528	32
3rd Street	Mulberry St Ln	Mulberry St	0.06	335	70
3rd Street	Cherry St	Mulberry St Ln	0.06	294	70
5th Street	Mulberry St. Lane	MLK	0.05	241	39
5th Street	Cherry Street	Mulberry Street Lane	0.06	317	39
Ash Street	Telfair St	Rev J.L. Mills Sr Way (1st Street)	0.10	528	28
Arch Street	1st St	2nd St	0.11	576	40
Robert Henry Street	Houston Avenue	Sharl Street	0.06	328	28
Fulton Street	Houston Avenue	Mikado Ave	0.10	528	28
Fulton Street	Mikado Avenue	Kemper Avenue	0.18	965	28
Liberty Church Rd	Hawkinsville Rd	Sofkee Rd	0.25	1332	24
Kitchens Road	Shuffling Dr	N of Army Driveway	0.12	658	40
Lorine Drive	Adkins Place	470 feet from Adkins Place	0.09	470	20
East Park	Joe Tamplin Industrial Blvd	End of East Park	0.22	1,183	26
Weaver Road	571 Feet from Hubbard Road	Riggins Mill Road	0.30	1,584	24
Big Water Drive	Bonner Gilbert Rd	Water Way Ct	0.22	1,162	24
Cleawater Court	Brookside Drive	Cul-De-Sac	0.15	797	24
Arbor Court	Arbor Climb Road	Cul-De-Sac	0.04	235	30
Troon West	Rutledge Way	Legare Ct	0.23	1,437	24
Carling Place	Lawton Avenue	Dannenber Avenue	0.10	528	24
Gustin Place	Holt Avenue	436 feet from Holt Ave.	0.08	436	24
General Winship Drive	General Winship Dr S	Old Holton Rd	0.11	576	22
Brown Drive	Lower Thomaston Rd	Cul-De-Sac	0.17	880	22
Glen Holly Drive	Spring Pl	Cottonwood Cir	0.18	924	22
Glen Holly Drive	Laurel Green Way	Wild Heron Dr	0.11	581	22
Glen Holly Drive	Spring Pl	Laurel Green Way	0.29	1,552	22
Cottonwood Cir	Plantation Drive	Wild Heron Dr	0.54	2,867	22
Plantation Drive	Wild Heron Dr	Cul-De-Sac	0.05	267	22
Plantation Drive	Bethel Church Rd	Cottonwood Cir	0.08	435	22
Plantation Drive	Cottonwood Cir	Wild Heron Dr	0.35	1,827	22
Chant Road	Knoxville Road	Chant Court	0.28	1,478	24
Chant Road	Chant Court	Elwood Rd	0.09	475	24
East Drive	Airport Drive	475 feet S on East Drive	0.09	475	24
Flightline Avenue	Airport Drive	830 feet East of Airport Dr	0.16	830	26
Dottie Court West	Linstead Drive	Cul-De-Sac	0.07	375	22
Ennis Road	North end of Road R/W	317' North of Allied Industrial Blvd	0.09	300	22
White Pine Court	Timber Ridge Drive	Cul-De-Sac	0.23	1,214	22
Ridge Court	Timber Ridge Drive	Cul-De-Sac	0.10	528	22

Pineland Trail	Westhaven Dr	Spencer Hill Ct	0.11	581	22
El Street	E st	D St	0.10	551	30
Armory Drive	Felton Ave	Cul-De-Sac	0.06	317	24
Charlene Terrace	Dapleton Drive	Charlene Court	0.14	751	24
Pio Nono Circle	Pio Nono Avenue	Circle on Pio Nono Cir.	0.24	1,267	30
Longacre Drive	Greenbriar Ct	Greenbriar Rd	0.07	370	24
Longacre Drive	Greenbriar Court	Greenbriar Rd East	0.14	739	26
Harvest Walk	Cold Creek Parkway	Ivy Brook Way	0.06	317	28
North Atwood Drive	Mercer Univ. Drive	Westminster Drive	0.11	581	22
Billy Williamson Drive	Presidential Parkway	Columbus Road	0.31	1,637	24
Scotland Avenue	Log Cabin Drive	Walker Street	0.25	1,338	30
Mims Road	Durrs Drive	Dead End	0.06	317	22
Ridgeland Avenue	Edna Place Road	Burton Avenue	0.37	1,954	24
Oakdale Avenue	Berkner Court	Berkner Avenue	0.09	460	24
Berkner Avenue	Oakdale Avenue	Westover Drive	0.03	166	24
Berkner Court	Oakdale Avenue	Montpeller Place	0.06	331	24
Pharr Avenue	Eden Drive	Dellwood Drive	0.07	371	24



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 AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CHRIS R. SHERIDAN & CO. DBA SHERIDAN CONSTRUCTION FOR THE RELOCATION OF THE AIRFIELD ELECTRICAL VAULT AT THE MIDDLE GEORGIA REGIONAL AIRPORT, IN THE AMOUNT OF \$2,913,861.00, TO BE PAID FROM GDOT GRANT FUNDS; 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, accordingly, the County issued Invitation for Bid (IFB) #25-041-LH to seek out bids from vendors interested in completing the vault relocation project; and

WHEREAS, RFP #25-041-LH was published to the Macon-Bibb County Procurement Department website and the Georgia Procurement Registry, where seventy-seven (77) vendors were notified of the opportunity to bid on this project, and was posted to the BID webpage for Passero, the County's contracted airport engineering firm; and

WHEREAS, of the prospective bidders notified, ten (10) self-identified as African American-owned; and

WHEREAS, on the published due date of May 22, 2025, one (1) response was received in Procurement, tabulated for responsiveness, and provided to the Aviation Department for specification requirement review; and

WHEREAS, after review of the bid, Chris R. Sheridan & Co. dba Sheridan Construction ("Sheridan Construction"), whose bid was the lowest responsive and responsible bid, is recommended for award of a contract for the vault relocation, as described in the Recommendation of Award, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Procurement concurs with the recommendation of award of a contract to Sheridan Construction; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Mayor to execute an agreement with Sheridan Construction for the relocation of the airfield electrical vault, in the amount of \$2,913,861.00; 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 Sheridan Construction for the relocation of the airfield electrical vault at the Middle Georgia Regional Airport, in the amount of \$2,913,861.00, in a form to be approved by the County Attorney's Office, to be paid from GDOT grant funds, specifically line item 252.0469.541000.005.

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
\$2,913,861 8-27-25.docx*

EXHIBIT A

August 27, 2025

Attn: Middle Georgia Regional Airport
1000 Terminal Drive, Suite 100
Macon, GA 31216
Doug Faour, C.M., Aviation Director

**Re: Recommendation of Award – Construct Airfield Electrical Vault and Related Work
Middle Georgia Regional Airport (MCN)
PA Project #: 20202946.0013**

Dear Mr. Faour:

Passero Associates has reviewed the one (1) bid for the above-referenced project that was received and opened on Thursday, May 22, 2025, at 2:00 PM local time. The bid was reviewed and tabulated, as follows:

Bidder	Tabulated Base Bid	Total Base Bid
Sheridan Construction	\$4,247,860.00	\$4,545,000.00

A Bid Tabulation showing the specific bid results received is enclosed for your review. Sheridan Construction submitted the lowest bid, with a tabulated base bid amount of \$4,247,860.00. Sheridan acknowledged on the bid form a discrepancy in bid totals in the amount of \$297,140.00, a difference between the itemized total and their submitted total, resulting in a total bid amount of \$4,545,000.00.

As a part of Passero's review on August 19, 2025, we note:

- Sheridan Construction is a licensed General Contractor GCCO7982 in the State of Georgia. (Expires 6/30/2026)
- Sheridan Construction did not appear on the U.S. System for Award Management's (SAM) List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid.
- Sheridan Construction did not appear on the U.S. Department of Labor's H-1B Debarred/Disqualified List of Employers or on the Willful Violators List.
- There were no violations noted by the Office of Safety and Health Administration (OSHA) within the past five (5) years.
- Sheridan Construction has been a licensed business within the State of Georgia since 1947 and has successful experience with similar projects.
- The project's DBE goal was listed as 8.31%. Sheridan's initial DBE participation was listed as 0.00%, with a Good-Faith Efforts (GFE) submittal. Following bid review, Sheridan has increased participation to 2.69% (\$78,360) and provided supplemental GFE materials.

Following bid opening, Value Engineering efforts were undertaken between Passero Associates and Sheridan Construction to reduce overall project cost while maintaining functionality. The result is a final negotiated contract price of \$2,913,861.00. A copy of the Value Engineering Contract Form is also attached for reference.

Based on our review of the information submitted, and subject to review and concurrence by Macon-Bibb County staff, Passero Associates recommends bid award of the updated Value Engineering Contract to Sheridan Construction, in accordance with the conditions stipulated in the bid documents, for the total amount of Two Million, Nine Hundred Thirteen Thousand, Eight Hundred Sixty One Dollars and Zero Cents (\$2,913,861.00). This recommendation also notes the benefit of maintaining quality, efficiency, and continuity between this project and the Corporate FBO Terminal Building project that is already under contract with Sheridan Construction.

To ensure separation of costs and scope, it is recommended that the County require Sheridan Construction to submit an acknowledgment confirming that contract components, modifications, costs and scheduling related to this project will not affect or alter the Corporate FBO Terminal Building contract, contract amounts or scheduling.

Passero will review each Pay Application for conformance with the Contract Document. Pay Application submittals shall present a Schedule of Values consisting of approved, original bid or Value Engineering (VE) items, report field-verified quantities and percent complete, including supporting tickets/invoices and required DBE reports. Our review will confirm quantities, calculations, and eligibility. Payment will be approved only for accepted, in-place work performed in accordance with either the original bid items or approved VE scope items.

A copy of the updated Contract Agreement and Notice of Award are enclosed for the County's review, acceptance and use.

Please feel free to contact me if you have any questions or need any additional information.

Sincerely,



TJ Collins, PE
Project Manager

Enclosures:
Certified Bid Tabulation
Value Engineer Contract Form
Contract Documents
Notice of Award
Documentation of Good Faith Efforts for DBE Participation

Cc: Heather Lowe, Airport Manager
Julie Moore, Assistant to the County Manager
Lynn Thompson, Aviation Project Manager – GDOT
Clay Murphey, Construction Manager
Laura Hardwick, Macon-Bibb County Procurement Director



LEGISLATIVE SPONSORS

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|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
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| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TBI AIRPORT MANAGEMENT, INC. FOR THE PROVISION OF AIRPORT OPERATIONS AND MAINTENANCE SERVICES, IN AN ANNUAL AMOUNT OF \$200,000.00 PLUS REIMBURSEABLE EXPENSES, INCLUDING THE COST OF OPERATIONS AND MAINTENANCE PERSONNEL WORKING AT THE AIRPORTS, TO BE PAID FROM THE CONTRACT LABOR – CONTRACTUAL SERVICES LINE ITEMS FOR BOTH AIRPORTS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the County owns and operates two airports for public use – the Middle Georgia Regional Airport and the Macon Downtown Airport; and

WHEREAS, in order to effectively operate those airports, the County, and prior to consolidation the City of Macon, utilized the services of an airport management firm to provide management, operations, and maintenance services; and

WHEREAS, TBI Airport Management, Inc. (“TBI”) held the previous contract for such services (C-16-0094); and

WHEREAS, at the expiration of the term of TBI contract, the County issued Request for Proposals (RFP) #25-017-LH to seek out companies, on a competitive basis, interested in providing airport operations and maintenance services; and

WHEREAS, RFP #25-017-LH was published to the Macon-Bibb County Procurement Department website and the Georgia Procurement Registry, where four hundred sixty-two (462) vendors were notified of the opportunity to submit a response; and

WHEREAS, of the prospective vendors notified, one hundred eight (108) self-identified as African American-owned, twenty-one (21) self-identified as Asian American-owned, and six (6) identified as Native American-owned; and

WHEREAS, on the published due date, one (1) response was received in Procurement, tabulated for responsiveness and provided to the Aviation Department for specification requirement review; and

WHEREAS, accordingly, TBI, who was the only responsive and responsible respondent, has been recommended for award of a new contract for operations and maintenance management services at the County's two airports; and

WHEREAS, the proposed scope of work for the new agreement has been attached hereto and is incorporated herein as Exhibit A; and

WHEREAS, the Macon-Bibb County Commission desires to enter into an agreement with TBI Airport Management, Inc., in an annual amount of \$200,000.00 plus the cost of reimbursable expenses, for TBI to perform airport operations and maintenance services for five years, with a five-year renewal option, in a form to be approved by the County Attorney's Office; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute TBI Airport Management, Inc., in an annual amount of \$200,000.00 plus the cost of reimbursable expenses, for TBI to perform airport operations and maintenance services at the County's two airports for a term of five years, with a five-year renewal option, in a form to be approved by the County Attorney's Office, to be paid from the Contract Labor – Contractual Services line item for both airports.

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 TBI Airport Management Inc for Airport Management Services 8-25-25.docx

EXHIBIT A

Project	Description	Status	Comp. Date
Reconstruction of Runway 10/28	Rebuild RWY 10/28 to comply with FAA Standards	In Process	10/258/1/2024
Design and Construct Terminal Improvements	Update terminal and address capacity concerns for MGA	Design	06/01/2025
Construct New Fuel Farm	Construct new fuel and remove existing inground tanks.	Design	06/01/2025

III. SCOPE OF SERVICES

Macon-Bibb County is seeking an experienced Airport Management Firm to manage aspects of airport operations and airfield maintenance of the Middle Georgia Regional Airport (MCN) and the Macon Downtown Airport (MAC). The County will provide facilities and resources needed to oversee the management of both airports.

A list of tasks for managing both County airports includes, but is not limited to, the following:

- Provide daily management of the airports to ensure operational compliance.
- Assist County employees and officials with the enforcement of all federal, state, and local laws, regulations, policies and ordinances.
- Recommend policies, ordinances, and regulations and develop airport safety and security plans as needed to efficiently govern the operation of the regional airport. Review and revise airport safety and security plans as needed.
- Assist in preparing annual budget for airport operations/maintenance and recommend resources i.e. equipment and service to operate the airport efficiently.
- Manage recruitment, training, work assignments, performance review, appraisals with airport staff and maintenance personnel.
- Coordinate and schedule all activities and special events in partnership with the County's Airport staff.
- Oversee and conduct daily inspections of runways, taxiways, lighting and ensure all systems are working in accordance with manufacturer's standards.

- Provide daily management of the airports to ensure operational compliance.
 - Maintain the MCN and MAC airports in accordance with all FAA and TSA regulations and requirements.
 - Conduct routine airfield inspections to ensure compliance of CFR 14 Part 139 at MCN
 - Conduct routine airfield inspections at MAC to ensure the airport meets all requirements for the GDOT 5010
 - Issue work orders to address discrepancies related to airport compliance.
 - Ensure all required documents are maintained and updated as required.
 - Create new documents as required.
 - Report safety and security issues and concerns to include the airfield and associated facilities.
 - Report incident/accident reports to the Director of Aviation immediately following any injury of airport users or damage to airport property.
 - Inspect airport facilities and report any structure issues and deficient conditions.
 - Submit work orders to address identified issues, concerns and for preventative maintenance.
 - Oversee Safety and Security Program in coordination with MBC.
 - Coordinate the activities of the Airports' police and develop, implement, and recommend modifications to a security program for the airports that complies with and follows all applicable Federal Requirements.
 - Assist in the development, implementation and updating of a FAA compliant Safety Management System (SMS) for the Airports.
 - Create and submit a Wildlife Control safety plan and procedure.
 - Oversee the airport badging program.
 - All training related to safety and security compliance.
 - Provide ramp driving training as needed and required.
 - Host an Emergency Contingency Plan review, tabletops and Mass Casualty Exercises
 - All other related training
 - Manage Safety and Security Programs and Related Systems
 - Access Control
 - Security Cameras
 - FOD Plan

- Other systems as directed by the Aviation Director
- Escort contractors and others as needed.
- Participate in planning and execution of all special events.
- Oversee MCN

The selected proposer will provide various reports and documents for the airport administrative team and the MBC Airport Director to review to include but not limited to the following:

- Damage Reports
- Statistical Reports
- Environmental Reports
- Landing Fee Report
- Daily Operations Report
- Incident Reports
- Inspection Reports
- Inventory Reports
- Weather Reports
- IROP Reports
- Security Reports
- Parking Lot Reports
- RON Reports
- Vehicle and Equipment Inspection and Maintenance Reports
- Other Reports as Directed

Perform the following services environmental-related services:

- Monitor storm drains and submit samples as required.
- Obtain all required local, state, and federal licenses/permits.
- Inspect airport to include tenant lease holds for potential environmental hazards or existing issues.
- Maintain and Update SWPPP as appropriate.
- Oversee all environmental programs at airports.

Perform the following airport maintenance services:

- Ensure that airport property is mowed routinely and remains in compliance with the CFR 14 Part 139 and the Wildlife Plan
- Landscape in all required areas
- Fence line repairs and maintenance
- Weed Control
- Washout repairs and prevention
- Pavement Repair
- Crack Seal
- Paint
- Patching
- FOD Removal
- Airfield Lighting Repair
- Only Qualified Personnel
- Must follow all safety procedures to include Lockout Tagout procedures.
- Limited building repairs with qualified personnel and capabilities.
- Painting
- Carpet Installation
- Changing Light Bulbs
- Basic repairs
- Load/Unload deliveries and shipments

Perform the following vehicle and equipment-related services

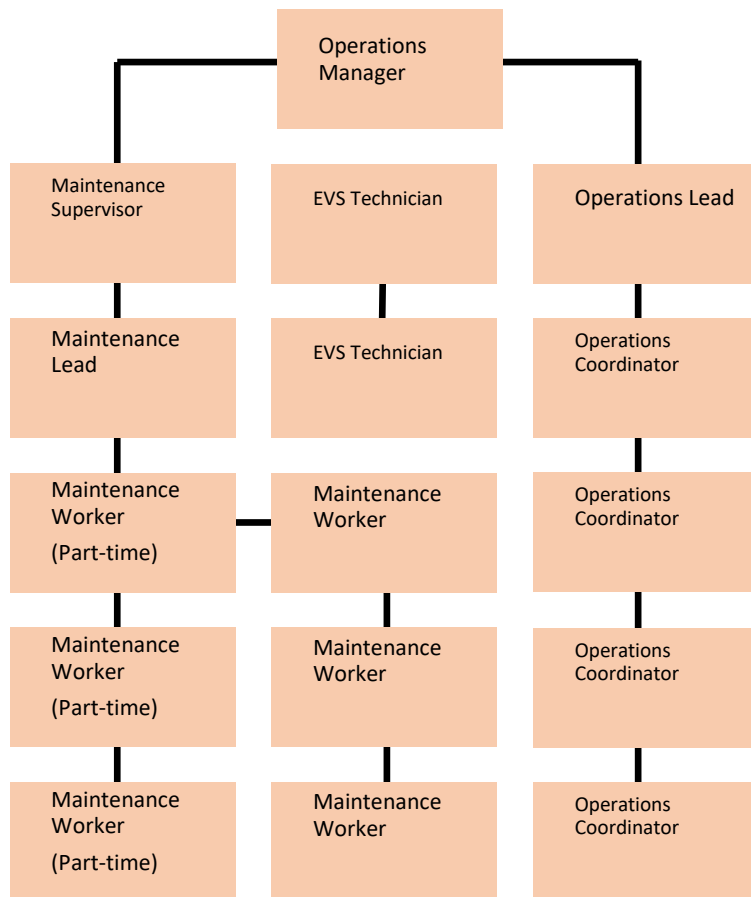
- Conduct routine vehicle inspections.
- Coordinate repairs through MCB Vehicle Maintenance or outside maintenance as appropriate.
- Conduct PM on all vehicles and equipment to include adding oil and grease as required.
- Identify and tag all inoperative equipment.

Provide janitorial services, either internally or by way of a subcontractor, at all MBC airport owned facilities to include the Commercial Terminal, FBO, Operations Center, Maintenance shops and any other county building located on the airport if requested. This shall include but not limited to the following:

- Removal of all trash and debris as necessary
- Clean kitchen/breakrooms and restrooms daily
- Spot clean carpets as needed
- Stock vending machines when needed
- Routinely clean windows and window ledges
- Dust and polish all furniture and interior fixtures, blinds, and other fixed property

IV. Structure of Organization

The current organization structure is depicted in the chart below. The county recognizes a change in vendor may necessitate a change in organization structure. Although it is not required for a proposer to submit an organization chart, it is permissible to do so if it is believed that your proposal may generate cost savings or efficiencies. If the proposer does submit one, it can be discussed during the interview process.





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 AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH APAXX INCORPORATED FOR THE REPLACEMENT OF THE ROOFS OF WWII HANGAR B AND THE EMBRAER HANGAR AT THE MIDDLE GEORGIA REGIONAL AIRPORT, IN THE AMOUNT OF \$1,472,447.01, TO BE PAID FROM THE AIRPORT FUND – AIRPORT-MIDDLE GA REGIONAL – BUILDING & BUILDING IMPROVEMENTS LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, two large hangars at the Middle Georgia Regional Airport, known colloquially as WWII Hangar B and the Embraer Hangar, are in need of roof replacement; and

WHEREAS, accordingly, the County issued Invitation for Bid (IFB) #25-033-LH to seek out bids from vendors interested in completing the roof replacements; and

WHEREAS, RFP #25-033-LH was published to the Macon-Bibb County Procurement Department website and the Georgia Procurement Registry, where six hundred six (606) vendors were notified of the opportunity to bid on this project, and was posted to the BID webpage for Passero, the County's contracted airport engineering firm; and

WHEREAS, of the prospective bidders notified, seventy (70) self-identified as African American-owned, twelve (12) self-identified as Asian American-owned, four (4) self-identified as Native American-owned, sixteen (16) self-identified as Hispanic/Latino-owned, and four (4) self-identified as Pacific Islander/American-owned; and

WHEREAS, on the published due date of March 13, 2025, six (6) responses were received in Procurement, tabulated for responsiveness, and provided to the Aviation Department for specification requirement review; and

WHEREAS, after review of the bids, Apaxx Incorporated, whose bid was the lowest responsive and responsible bid, is recommended for award of a contract for the roof replacements; and

WHEREAS, Procurement concurs with the recommendation of award of a contract to Apaxx Incorporated; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Mayor to execute an agreement with Apaxx Incorporated for the replacement of the roofs of WWII Hangar B and the Embraer Hangar at the Middle Georgia Regional Airport, in the amount of \$1,472,447.01; 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 Apaxx Incorporated for replacement of the roofs of WWII Hangar B and the Embraer Hangar at the Middle Georgia Regional Airport, in the amount of \$1,472,447.01, in a form to be approved by the County Attorney's Office, to be paid from the Airport Fund – Airport-Middle Ga Regional – 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 Apaxx Incorporated for WWII Hangar B and Embraer Roof Replacements \$1,472,447.01 8-27-25.docx



LEGISLATIVE SPONSORS

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|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
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| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH INSPIRING HEALTHY LIVES, LLC FOR THE PROVISION OF COUNSELING SERVICES, IN AN AMOUNT OF UP TO \$27,000.00, TO BE PAID FROM FAMILY TREATMENT COURT GRANT FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Family Treatment Court, an accountability court funded by CJCC grant funds (R-26-0014), intends to utilize the services of Inspiring Healthy Lives, LLC to perform counseling services for Family Treatment Court participants; and

WHEREAS, Inspiring Healthy Lives, LLC has the requisite skills and experience to provide these services, and has served in this role for the past two years; and

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

WHEREAS, the Macon-Bibb County Commission desires to authorize the Mayor to execute an agreement with Inspiring Healthy Lives, LLC for the aforementioned purpose, in the amount of up to \$27,000.00; 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 Macon-Bibb County Commission hereby authorizes the Mayor to execute a Professional Services Agreement with Inspiring Healthy Lives, LLC, in the amount of up to \$27,000.00, to provide counseling services for Family

Treatment Court participants, to be paid from the Grants Fund – Family Drug Court – ACFP-26-343-043 – Contract Personnel Surveillance & CM 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.

[Signatures on the following page.]

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 Inspiring Health Lives for Counseling Services for
Family Treatment Court 8-28-25.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 GREAT SOUTHERN RECREATION, IN THE AMOUNT OF \$367,875.80, FOR THE PURCHASE AND INSTALLATION OF PLAYCRAFT PLAYGROUND EQUIPMENT AT FRANK JOHNSON PARK, TO BE PAID FROM THE SPLOST 2018 FUND – RECREATION – FRANK JOHNSON – PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County desires to purchase new playground equipment to be installed at Frank Johnson Park as part of the recreation center upgrades funded by the 2018 SPLOST; and

WHEREAS, Great Southern Recreation has the capacity and resources to provide the County with the Playcraft playground equipment and installation services required for Frank Johnson Park, for a cost of \$367,875.80, as provided in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Great Southern Recreation is an authorized reseller of Playcraft Systems playground equipment; and

WHEREAS, Playcraft Systems has an active contract with OMNIA Partners - Public Sector Cooperative for the required equipment; and

WHEREAS, Macon-Bibb County Code of Ordinances §19-8 provides authority for the County “to join with other units of government in cooperative purchasing plans when the best interests of Macon-Bibb County would be served thereby;” and

WHEREAS, because of the OMNIA Partner Public Sector Cooperative Contract, purchasing from Great Southern Recreation will provide Macon-Bibb County with discounted pricing and reduced processing time on the desired playground equipment; and

WHEREAS, Procurement recommends this vendor and concurs with this contract award;
and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same, that the Mayor is authorized to execute an agreement with or purchase order to Great Southern Recreation in the amount of THREE HUNDRED SIXTY-SEVEN THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS AND 80/100 CENTS (\$367,875.80) for the purchase and installation of Playcraft playground equipment at Frank Johnson Park, as provided in Exhibit A, to be paid from the SPLOST 2018 Fund – Recreation – Frank Johnson - Property line item.

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

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

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

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

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

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

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

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

*Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Great Southern Recreation for Frank Johnson
Park - \$367,875.80 -8-26-25.docx*

EXHIBIT A



1-800-390-8438

www.GreatSouthernRec.com

Beautiful Outdoor Spaces, we can ALL be proud of.

GSR Official Quote - Frank Johnson Park PG

TERRITORY MANAGER	DATE	TERRITORY	COUNTY	TERMS	COLORS
Curt Bennett	6/19/2025	GA	BIBB	Net 30	

PART NUMBER	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
R50C33F8B (R5)	1	R5 - Custom Play Structure - 5-12 year old	\$ 123,993.00	\$ 123,993.00
R505E9FEA (R5)	1	R5 - Custom Play Structure - 2-5 year old	\$ 23,987.00	\$ 23,987.00
FREPC351G	1	R5 Single Post Shade Swing - 2 bay (2 belt, 1 bucket, 1 Playshare)	\$ 17,807.00	\$ 17,807.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

SUBTOTAL FOR EQUIPMENT \$ 165,787.00

Certified Southern-Built Installation			\$	77,631.00
SAFETY SURFACE	3700	PIP (5-12 Playground)	\$ 22.30	\$ 82,510.00
<i>Color: 50% Belge, 30% Eggshell, 20% Pearl - Aliphatic</i>				
SUBSTRATE	3566	3" Crushed Stone Aggregate (5-12 Playground)	\$ 3.55	\$ 12,659.30
BORDER	252	6"x6' Concrete Border w/ weep holes on low end (5-12)	\$ 35.00	\$ 8,820.00
ACCESSIBILITY	1	ADA Half Ramp - Concrete (5-12)	\$ 1,850.00	\$ 1,850.00
SITWORK	1	Concrete work to set proper perimeter for play surface. Does not include site grading.	\$ 5,026.39	\$ 5,026.39
SAFETY SURFACE	784	Engineered Wood Fiber Safety Surface (2-5 Playground)	\$ 1.55	\$ 1,215.20
BORDER	28	12" Interlocking Playground Borders (2-5)	\$ 11.50	\$ 322.00
ACCESSIBILITY	1	6" Interlocking Accessibility Ramp (2-5)	\$ 650.00	\$ 650.00

DISCOUNT	10%	DISCOUNT	\$ (16,578.70)
SUBTOTAL			\$ 339,892.19

TAX RATE	0.00%
TAX	-

EQUIPMENT SURCHARGE	4,973.61
EQUIPMENT FREIGHT	16,010.00
SURFACE FREIGHT	7,000.00

TOTAL \$ 367,875.80

Please Note Exclusions and Expectations on Attached Contract Form



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 MIDDLE GEORGIA OUTDOOR LIGHTING, INC. FOR THE PURCHASE AND INSTALLATION OF LIGHTING AT THE CAROLYN CRAYTON PARK, IN THE AMOUNT OF \$232,982.00, TO BE PAID FROM 2018 SPLOST FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Carolyn Crayton Park is in need of upgraded lighting; and

WHEREAS, the Macon-Bibb County Commission considers Middle Georgia Outdoor Lighting, Inc., as a sole source vendor for lighting equipment and installation services at Carolyn Crayton Park; and

WHEREAS, purchasing from a sole source is a legal exception to the requirement to competitively bid out public works construction projects pursuant to Macon-Bibb County Code of Ordinances Sec. 19-5.4 and O.C.G.A. § 36-91-22(h); and

WHEREAS, Middle Georgia Outdoor Lighting, Inc., has provided the County a proposal, attached hereto and incorporated herein as Exhibit A, in the amount of \$232,982.00 to purchase and install the required lighting; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Mayor to execute an agreement with or issue a purchase order to Middle Georgia Outdoor Lighting, Inc., for the purchase and installation of lighting equipment at the Carolyn Crayton Park, in the amount of \$232,982.00; 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 or issue a purchase order to Middle Georgia Outdoor Lighting, Inc., for the purchase and installation of lighting at Carolyn Crayton Park, in the amount of \$232,982.00, to be paid from the SPLOST 2018 Fund – Recreation – Central City Park – Property line item, for the scope of work included in the proposal provided in Exhibit A.

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

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

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

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

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

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

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Middle Georgia Outdoor Lighting, Inc. for Carolyn Crayton Park Lights - \$232,982.00-8-26-25.docx

EXHIBIT A

====PROPOSAL====

MIDDLE GEORGIA OUTDOOR LIGHTING, INC.

155 Osborn Roberts Road

Macon, Ga. 31211

(478) 986-9776 Office

PROPOSAL SUBMITTED TO:
MACON-BIBB COUNTY RECREATION

DATE:
AUGUST 7, 2025

ADDRESS:

JOB NAME:
CHERRY BLOSSOM PARK @
CENTRAL CITY - MACON, GA

PRICE TO INCLUDE:

FURNISH EQUIPMENT AND LABOR TO OFFLOAD MUSCO LED LIGHTING SYSTEM. MUSCO FURNISHED UNDER THIS CONTRACT. FURNISH STORAGE CONTAINERS AND DUMPSTER.

SCHEDULE GA. 811 TO LOCATE UNDERGROUND UTILITIES. OWNER IS RESPONSIBLE FOR LOCATING ANY UNDERGROUND NOT LOCATED BY GA 811 INCLUDING IRRIGATION HEADS. ANY DAMAGE TO UNMARKED UTILITIES TO BE REPAIRED BY OTHERS.

FURNISH EQUIPMENT AND LABOR TO DIG AND INSTALL PRE-CAST CONCRETE BASES WITH INTEGRATED LIGHTNING GROUNDING. POUR 3000 PSI CONCRETE BACKFILL. SPOILS TO BE MOVED TO AREA ON SITE. PRICE DOES NOT INCLUDE SUSPENDED BASES.

ANY EXCAVATION OR ROCK OR DEBRIS DURING DIRLLING FOR POLE BASES OR DIRECTION BORE WILL BE EXTRA. ANY EXTRA LABOR OR EQUIPMENT NEEDED DUE TO BAD SOIL CONDITIONS WILL BE EXTRA.

FURNISH EQUIPMENT AND LABOR TO ASSEMBLE GALVANIZED STEEL POLE SECTIONS, ARMS, LED LUMINAIRES, WIRING HARNESS, REMOTE ELECTRICAL COMPONENT ENCLOSURES.

FURNISH EQUIPMENT AND LABOR TO STAND POLES ON PRE-CAST BASES.

FURNISH MATERIAL AND LABOR TO INSTALL NEW RACK AND INSTALL ELECTRICAL PANEL WITH MUSCO CONTROL-LINK CONTROL AND MONITORING SYSTEM.

FURNISH EQUIPMENT AND LABOR TO DIRECTIONAL BORE FROM PANEL TO EACH POLE LOCATION WITH CONDUIT PULLBACK (APPROX 2000') FURNISH AND INSTALL COPPER WIRE. TERMINATE ALL CONNECTIONS.

MGOL. \$50,860.00 MUSCO: \$182,122.00. (NO TAX)

THIS QUOTE IS BASED ON ONE MORILIZATION ONLY.

PRICE GOOD FOR 30 DAYS

PROPOSAL SUBMITTED BY: DIANE WADE, PRES. DATE: 8-7-25

\$232,982

INCLUST:

Over 100 years

Electric System Requirements: Ref: 10 Airpage
 System and/or the "Nucleo Control System Summary"
 for electrical wiring

Installation Requirements: Requires a 2 1/2" square cutting edge of the driver and structures located within 3 feet (1 m) of design loadpoints.

[illegible]

10	10
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* These values adjust a back-to-back mounting configuration. Absorbance level is height of fixtures above design (0.0, 0.2)

inner specifications

76-42-D-1500	8.2	19	7.3	6.1	5.0	4.6	3.9
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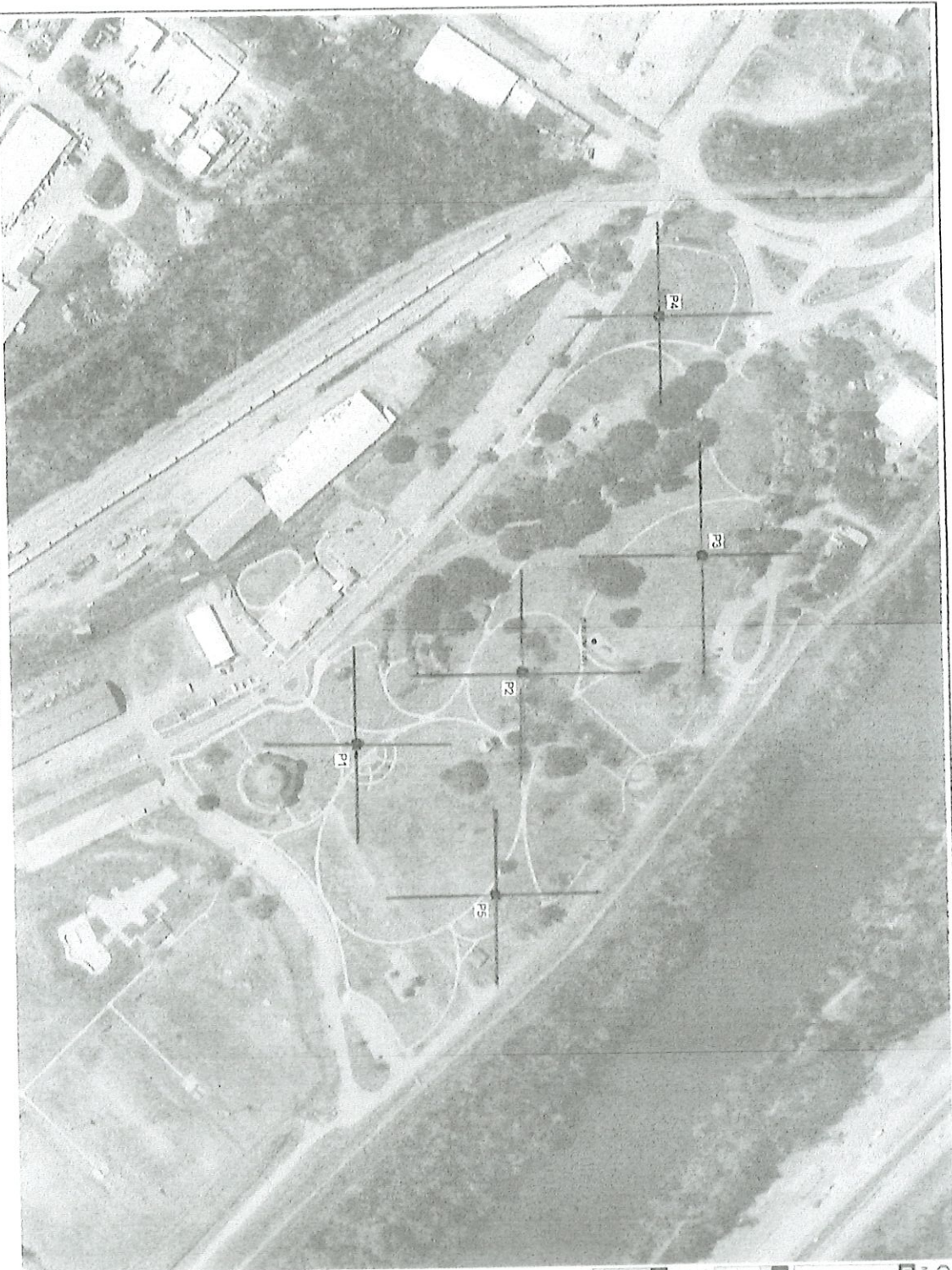


Figure location(s) of manuscripts after transfer to D.D. reference point(s)

SCALE IN FEET 1"=200'

0' 200' 400'

ENGINEERED DESIGN BY: Clapacorek • File #2440404 • 06-AUG-25

We Make It Happen.

Part 1, as mentioned in section 4 of Part 2, should have an element of "School Safety" (e.g., 100% of the school's safety).

EQUIPMENT LAYOUT

Quote

Date: 8/7/2025

Project: Central City Cherry Blossom Park
Macon, GA
Ref: 244040

To: Diane Wade

Quotation Price – Materials Only Delivered to Job Site

Cherry Blossom Park\$182,122.00

Sales tax, bonding, labor, installation, and unloading of the equipment are not included.

Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 2 footcandles

System Description

- Factory-aimed and assembled luminaires
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- Corrosion protection

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Provide labor and equipment for installation of electrical distribution system
- Provide labor and equipment for installation of bases and poles
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- The unloading and storage of the material on site is the responsibility of the buyer

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.



2022, 2023 Musco Sports Lighting, LLC

- 1 -

M-4809-enUS-2

Quote

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2018 IBC, 110 mi/h, Exposure C.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Josiah Smith

Georgia Sales Representative

Musco Sports Lighting, LLC - Phone: 678-428-7700 - E-mail: Josiah.smith@musco.com





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 TO APPROVE A CHANGE ORDER, IN THE AMOUNT OF \$20,000.00, TO THE PURCHASE ORDER FOR MAKING A DIFFERENCE COUNSELING AND TRAINING SERVICES, LLC, TO BE PAID FROM THE GRANT FUND – DA-24 BYRNE DISCRETIONARY GRANT – CONTRACT LABOR CONTRACTUAL SERVICES LINE ITEM, TO PROVIDE FOR SERVICES THROUGH THE EXPIRATION OF THE GRANT TERM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Making A Difference Counseling and Training Services, LLC (“Making A Difference”) is a contracted service provider for the District Attorney’s RISE Initiative (C-25-0016); and

WHEREAS, the District Attorney intends to continue to utilize the services of Making A Difference through the expiration of the term of the Byrne Discretionary Grant; and

WHEREAS, the District Attorney’s Office has submitted a change order request to the purchase order for Making A Difference, in the amount of \$20,000.00, in order to pay for such services; and

WHEREAS, pursuant to Section 19-5.8(f)(1) of the Macon-Bibb County Code of Ordinances, approval by the Macon-Bibb County Commission is required for this change order; and

WHEREAS, the Macon-Bibb County Commission desires to approve such change order; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Macon-Bibb County Commission hereby approves a change order, in the amount of \$20,000.00, to the purchase order for Making A Difference Counseling And Training Services, LLC (P.O. #2025-0752) for services to the District Attorney's RISE Initiative, to be paid from the Grant Fund – DA-24 Byrne Discretionary – Contract Labor Contractual Services line item.

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

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

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

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

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

this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Approving Change Order to Making A Difference PO for DA's Office 8-28-25.docx



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOSEPH 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 RENEWAL OF THE MEMORANDUM OF AGREEMENT WITH GEORGIA EMERGENCY MANAGEMENT AGENCY AND CHATHAM COUNTY FOR THE EXCLUSIVE SHELTERING OF EMERGENCY AND DISASTER EVENT EVACUEES FROM CHATHAM COUNTY WITH PROVISION FOR REIMBURSEMENT OF CERTAIN COSTS ASSOCIATED WITH SHELTERING EVENTS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, in 2024, the Georgia Emergency Management and Homeland Security Agency (GEMA), in conjunction with the Georgia Department of Human Services (DHS), and the Georgia Department of Public Health (DPH), with support from the Red Cross and Salvation Army, launched a statewide effort to match coastal “risk” counties with inland “host” counties for the sheltering of vulnerable residents in the event of a disaster or emergency; and

WHEREAS, Macon-Bibb County was partnered with Chatham County, where in the event that Chatham County is affected by a disaster or emergency, such as a hurricane impacting the Georgia Coast, Macon-Bibb County’s emergency shelters would be advertised to residents of Chatham County as the emergency shelter county and those individuals that are registered as having “critical transportation needs” would be transported directly to our shelters; and

WHEREAS, on July 16, 2024, the Macon-Bibb County Commission passed R-24-0101, authorizing the Mayor to enter into a Memorandum of Understanding (MOU) with GEMA and Chatham County for this critical needs sheltering to commence on July 1, 2024, and run until June 30, 2025; and

WHEREAS, Macon-Bibb County, GEMA, and Chatham County desire to renew this important aid agreement for up to two (2) additional twelve-month terms, in the spirit of ongoing cooperation and support for all Georgians; and

WHEREAS, the Salvation Army and the Red Cross have committed to continue to provide supportive services including feeding, pastoral care, and the provision of staffing and beds at sheltering sites; and

WHEREAS under the proposed Memorandum of Agreement, reasonable and allowable costs not reimbursed by the Federal Emergency Management Agency (FEMA) or GEMA, incurred by Macon-Bibb County during a sheltering event are to be reimbursed by Chatham County; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute a renewal of the Memorandum of Agreement providing for Macon-Bibb County to serve as the host county for Chatham County residents in an emergency or disaster evacuation, with such MOA to be in a substantially similar form to the attached Exhibit A, incorporated herein by reference.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission 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

Attest: _____

(SEAL) JANICE S. ROSS, Clerk of Commission

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EXHIBIT A

MEMORANDUM OF AGREEMENT

BETWEEN

[Host County]

[Risk County]

THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY,

I. PARTIES

This Memorandum of Agreement (“MOA”) is made and entered into by and between the _____ [Name of Host County], Georgia, (“Host County”), _____ [Name of Risk County], Georgia (“Risk County”), the Georgia Emergency Management and Homeland Security Agency (“GEMA/HS”).¹ The Parties hereby agree as follows:

II. PURPOSE

The purpose of this MOA is to define the roles and responsibilities required for establishing shelters for Critical Transportation Need (“CTN”) evacuees from a Risk County evacuating to a Host County during a disaster or emergency. For the purposes of this MOA, the shelter for CTN evacuees (“CTN Shelter”) will be established in the assigned Host County as referenced in the County-to-County Agreement Summary, attached hereto as Exhibit 2.

This MOA will detail the process, protocols, coordination, and support requirements necessary to conduct effective operations in the CTN Shelter.

This MOA utilizes the Georgia Shelter Plan in accordance with the Georgia Emergency Operations Plan activated by the Governor declaring a State of Emergency. The Georgia Shelter Plan is intended to support all Georgia counties should they encounter impacts that are beyond their local sheltering capabilities for all hazards that may impact the State and allow for all Counties to make use of the processes within the Georgia Shelter Plan and implemented through this MOA.

¹ Although the American Red Cross and the Salvation Army, Georgia Division are not signatories of this MOA, they are, committed to the goals of this MOA and memorialized their responsibilities to further these goals in letters of intent, incorporated by reference and attached as Exhibits 3 and 4.

III. AUTHORITIES AND REFERENCES

This MOA is authorized under the provisions of the Georgia Emergency Management Act of 1981, O.C.G.A. § 38-3-1 et seq., the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the “Stafford Act”), P.L. 93-288 as amended, 42 U.S.C. § 5121 et. seq., and O.C.G.A. § 36-69-3.1, authorizing counties to enter into agreements for the provision of law enforcement services in a local emergency. This MOA incorporates by reference the Georgia Emergency Operations Plan, the Georgia Shelter Plan, and the Federal Emergency Management Agency’s (“FEMA”) Fourth Edition (Version 4) of the Public Assistance Program and Policy Guide (“PAPPG”), available at https://www.fema.gov/sites/default/files/documents/fema_pappg-v4-updated-links_policy_6-1-2020.pdf.

IV. DEFINITIONS

- A. County Pick Up Point (“CPP”): A centralized pickup location within the Risk County where CTN evacuees are brought to be registered, triaged, and transported out of the risk area.
- B. Critical Transportation Need (“CTN”): an evacuee that does not have the means to transport themselves out of a risk area and in need of government supported assistance. CTN evacuees are either on the Hurricane Registry or Transit Dependent Individuals.
- C. Hurricane Registry- A registry of individuals with certain healthcare conditions who need transportation or medical assistance and have no resources such as family to help them evacuate if a hurricane is threatening. The Hurricane Registry is a list maintained by the health departments in the 8 Georgia counties of the Coastal Health District (9-1).
- D. Critical Transportation Need Shelter (“STN Shelter”): Shelter(s) created in Host County for Critical Transportation Need evacuees in Risk County.²
- E. Emergency Support Function 6 (“ESF-6”): Mass Care, Emergency Assistance, Housing, and Human Services coordinates the delivery of mass care, emergency assistance, housing, and human services s when local, response and recovery capabilities are overwhelmed.
- F. Emergency Support Function 8 (“ESF-8”): Public Health and Medical Services provides the mechanism for coordinated assistance to supplement local resources in response to a public health and medical disaster, potential or actual incidents requiring

² These shelters are not intended to be used for prolonged periods of time and should only be considered as short term, safe facilities for affected residents until such time as they are allowed to return to their homes, or the decision is made to transition to general sheltering.

a coordinated response, and/or during a developing potential health and medical emergency.

- G. Emergency Support Function 11 (“ESF-11”): Agriculture and Natural Resources supports local authorities to support agencies/organizations that prepare for, respond to, recover from, and mitigate the effects of disaster on Georgia’s agricultural and natural resources, including providing for the safety and well-being of household pets during an emergency response or evacuation situation.
- H. Georgia Shelter Task Force (“STF”): A group of State agencies and offices comprised of GEMA/HS, the Georgia Department of Human Services (“DHS”), the Georgia Department of Public Health (“DPH”), the Technical College System of Georgia (“TCSG”), the Georgia Department of Behavioral Health and Developmental Disabilities (“DBHDD”), the Georgia Department of Agriculture, the Georgia Department of Public Safety, the American Red Cross (“ARC”), and the Salvation Army, Georgia Division that prepares, coordinates, and responds to All-Hazards events in the State of Georgia.
- I. Host County: Any County willing to establish shelters and accept evacuees from another Georgia County requiring assistance.
- J. Mass Care: Includes sheltering, feeding operations, emergency first aid, bulk distribution of emergency items, and collecting and providing information on impacted residents to family members. This function also includes consideration and planning for individuals with disabilities and access and functional needs.
- K. Risk County: Any County impacted by an event, whether notice or no-notice, that requires sheltering and/or evacuations.
- L. State Operations Center (“SOC”): A multi-agency coordination center consisting of command staff, general staff, and ESFs assigned responsibilities issued by the Governor and organized into functional branches used to respond to disasters or emergencies that require a coordinated state response.

V. ACTIVATION AND TIMELINES

- A. Activation. This MOA may be activated in the following circumstances:
 - 1. When the Risk County or the State anticipates a catastrophic natural or human-caused event, or when an event has or is anticipated to completely overwhelm local capabilities and will need assistance from the Host County; or
 - 2. The Governor has activated the State Emergency Operations Plan and has declared a state of emergency pursuant to O.C.G.A. § 38-3-51 or a local

government has declared a state of emergency pursuant to O.C.G.A. § 36-69-2; or

3. A Risk County recognizes a gap in their ability to shelter their population. In such situations, the Risk County should contact their pre-arranged Host County to execute the responsibilities within the Georgia Shelter Plan and this MOA.

B. Timelines:

1. The timeline for activation of the agreed upon sheltering plan between the Host and Risk Counties is outlined in Timeline of Operations for Activation of County-to-County Agreements, incorporated and attached hereto as Exhibit 1. Specific arrangements between the Host and Risk Counties will be determined and memorialized in the Scope of Work, attached hereto as Attachment B.
2. If the pre-arranged Host County is not available, the Risk County may request assistance from GEMA/HS in finding an alternative Host County.
 - a) In notice events, the request for State assistance in identifying an alternate host county should be made at least forty-eight (48) hours prior to anticipated sheltering needs. For any requests made after the 48-hour pre-impact mark, shelter support services may be limited to necessities, with limited staffing and wraparound services. Should the sheltering event move beyond emergency evacuation sheltering, sheltering support services will be added as appropriate for the situation and population as agreed within this MOA.
 - b) For no notice events, the State will work with potential Host Counties to establish CTN Shelters as soon as practicable.
3. If no Host Counties are available to support the anticipated needs or the needs are expected to exceed the current Host County capacity, the State will begin working with private sector business/industry partnerships and non-profits active in disaster (“VOADS”) to establish shelters for Risk County.

VI. TERM.

This MOA shall become effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOA. This MOA shall remain in full force and effect until and unless terminated through written notice by any of the Parties. If such written notice is not provided, this MOA will automatically renew for another one (1) year term. Termination or expiration of this MOA shall not affect any obligations which by their nature survive termination or

expiration.

VII. TERMINATION.

- A. Approximately four (4) months prior to the beginning of each calendar year's Atlantic Hurricane Season (about February of each year), the Parties shall meet to review and negotiate any revisions that would be incorporated into that year's MOA.
- B. On or before April 1 of each calendar year the Parties shall report any known resource gaps to GEMA/HS and the STF and determine the readiness status of executing the MOA.
- C. This MOA may be terminated by any Party giving one hundred eighty (180) days written notice to the other Parties. Once executed by all Parties, the MOA cannot be terminated during that calendar year's Atlantic Hurricane Season as defined by the National Hurricane Center, approximately June 1st through November 30th.
- D. Upon expiration of the term of this MOA or termination of the MOA, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another and shall arrange for a proper accounting and work plan for any and all such obligations.

VIII. RESPONSIBILITIES

A. Risk County Responsibilities:

- 1. Preparedness
 - a) Provide updated CTN evacuee estimates to Host County and Georgia Shelter Taskforce prior to April 1st each year.
 - b) Communicate with Public Health to maintain up to date status of the County's Hurricane Registry.
 - c) Maintain transportation contracts for individuals on CTN evacuees.
 - d) Develop plans to manage and operate CPPs for CTN evacuees.
 - e) Work to address the sheltering needs and evacuation needs identified within the county with county resources.
 - f) Annually Update and review CTN Shelter MOA with Host County.

- g) Work with Host County, the STF, and ARC to exercise shelter plan.

2. Response

- a) Assess the hurricane threat and make key evacuation decisions based on the potential risks to the community.
- b) Issue evacuation orders.
- c) Ensure that all planning partners and stakeholders are aware of the evacuation order.
- d) Confirm with Host County Shelters are ready to take CTN evacuees.
- e) Notify Host County CTN Buses are enroute.
- f) Upload CTN Bus rosters to WebEOC.
- g) Activate local transportation plans and CPPs.
- h) Notify host county when last CTN transportation has left CPP and active evacuation operations are concluding.
- i) Work with Host County on transportation plan returning evacuees in accordance with Risk County reentry policies and procedures.

3. Recovery

- a) Conduct damage assessments and determine areas in which evacuees can return home. Determine county post event status level and report to GEMA/HS via WebEOC
- b) If necessary, set up local sheltering options for individuals that cannot return to their homes.
- c) Work with host county to ensure applicable shelter costs are reimbursed.

B. Host County Responsibilities:

1. Preparedness

- a) Develop agreements with local facilities and planning partners to build and maintain a shelter capability.

- b) Work with the ARC and Georgia Shelter Taskforce to ensure the local shelter plan is ready to accommodate evacuating populations.
- c) Local shelter plan should include applicable reimbursement policies.
- d) CTN host counties should prepare and plan for accepting CTN buses to shelter facilities.
- e) Maintain agreements with private industry vendors to support local sheltering needs.
- f) Work with the local partners to resource and manage shelter facilities.

2. Response

- a) Initiate local hurricane evacuation shelter plans.
- b) Work with the ARC and State to open shelters as needed for hurricane evacuees.
- c) Report shelter populations every four (4) hours in WebEOC during the evacuation process.
- d) Report shelter populations every 12 hours once the evacuation is complete.
- e) Execute local contracts for wrap around services as needed.
- f) Request additional resources from the State once local resources are exhausted.
- g) Track costs associated with shelter operations include facility use, feeding, vendor agreements, staffing costs, etc.

3. Recovery

- a) Close shelters and assist Risk County with the tracking of evacuees as they return home.
- b) Work with Risk County and the STF to recoup any eligible shelter related expenses.

C. GEMA/HS Responsibilities:

1. Coordinate and be ready to assist local government with identifying evacuation needs and capabilities of communities.
2. Control and direct the implementation of a regional or statewide sheltering process for a hurricane or tropical storm making landfall on the coast of Georgia.
3. Responsible for the creation of the Georgia Shelter Plan and the procurement of necessary federal support for same.
4. Activation of a process which will allow for the potential reimbursement of Host and Risk Counties for eligible activities undertaken in support of the sheltering program.
5. If the evacuation and/or sheltering resulted from a major disaster or emergency under 44 C.F.R. § 206.36 and § 206.35, respectively.
 - a) GEMA/HS will comply with all requirements of applicable laws and regulations found in 44 C.F.R., 2 C.F.R., 6 C.F.R., and the Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 through 5207.
 - b) GEMA/HS will follow all applicable cost-sharing requirements per 44 C.F.R. § 13.24.
6. Coordinate re-entry efforts with all stakeholders.
7. Assist Host and Risk County with shelter needs, including wraparound services.

D. Mutual Responsibilities:

1. Maintain close coordination, liaison, and support at all levels with conferences, meetings and other means of communication. Including a representative of the other party(s) in appropriate committees, planning groups and task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.

2. The relationship created by this MOA is intended solely for the mutual benefit of the Parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Parties to this MOA.
3. The Parties will work together to perform the responsibilities required under this MOA. At the request of any Party, a meeting or conference will be held between the Parties' representatives to resolve any problems or develop any improvements in the operation of this MOA.
4. Ensure all disaster relief and assistance be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, disability, English proficiency, or economic status. Section 308 of the Stafford Act.
5. Work together to develop plans and secure resources to facilitate delivery of services to people with disabilities and/or functional and access needs during a disaster.
6. Actively participate in reviewing and carrying out responsibilities outlined in the State and Local Emergency Operation Plans (EOPs).
7. During the time of disaster and readiness, provide public information of the parties' cooperative efforts through the public information offices of the ARC and the STF.
8. Allow the use of each other's facilities, as available and if agreed upon in writing, for the purpose of preparedness training, meetings and response and recovery activities.
9. Any Party which has members of its staff at the shelter must ensure those staff members safeguard evacuees' privacy when collecting, using, maintaining, storing and allowing access to evacuee information.
 - a) Shelter staff should collect only the information that is necessary to register shelter clients, identify appropriate assistance needs, and maintain a safe shelter environment. Shelter staff may not ask for personal information inappropriate for shelter operations, such as social security number, citizenship or immigration status information.
10. Widely distribute this MOA within the ARC's and the STF's departments and administrative offices and urge full cooperation.

IX. CONTACTS

The Principal Contacts for each of the Parties are as follows:

- A. _____
[Host County]
1. Principal Contact:
Name: _____
Title: _____
Address: _____
Address: _____
Mobile Phone: _____
Email: _____
 2. Secondary Contact:
Name: _____
Title: _____
Address: _____
Address: _____
Mobile Phone: _____
Email: _____
- B. _____
[Risk County]
1. Principal Contact:
Name: _____
Title: _____
Address: _____
Address: _____
Mobile Phone: _____
Email: _____
 2. Secondary Contact:
Name: _____
Title: _____
Address: _____
Address: _____
Mobile Phone: _____
Email: _____

C. The Georgia Emergency Management and Homeland Security Agency

1. Principal Contact:
Zack Saunders
Mass Care Program Manager
Office: 470-225-3816
Cell: 404-401-5852
zackary.saunders@gema.ga.gov
2. Secondary Contact:
Stella Kim, M.Ed, GA-CEM
Community Recovery Department Manager
Office: 470-372-5001
Cell: 404-860-0517
stella.kim@gema.ga.gov

X. REIMBURSEMENTS

A. General Terms.

1. In consideration of the scope of providing sheltering services the Risk County agrees to reimburse the Host County for all the allowable, allocable, and reasonable costs incurred as outlined in this MOA. The Host County will send the Risk County invoices at least quarterly and no more frequently than monthly, and Risk County agrees to pay Host County within thirty (30) days of receipt of such invoices.
2. The reimbursement process will begin as soon as the Host County incurs costs as the result of operating mass care shelters. It is highly recommended that a person be designated by the Host County to compile and organize this cost data as it is being created. The organization and maintenance of accurate cost records, besides being necessary for reimbursement, will be required for any possible future audits that may be conducted by outside agencies.
3. If the Host and Risk Counties opt to pay upfront for the sheltering services as allowed and reasonable under the Plan, the Parties may later seek reimbursement for eligible expenses under the FEMA Public Assistance program.
4. THE PARTIES SHALL NOT SEEK REIMBURSEMENT OF ANY COST WHERE DUPLICATE FUNDING IS AVAILABLE FROM ANOTHER STATE OR FEDERAL PROGRAM, INSURANCE, OR ANY OTHER SOURCE TO REIMBURSE THE SAME COST.

5. Costs incurred by the parties shall be reasonable pursuant to applicable federal regulations and federal costs principles. A cost is considered reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Reasonable costs per Federal regulation are discussed in greater detail in Sections B. and C. below.
 6. Reimbursement is allowed for damage to the facility or other property of the owner of the facility, except for reasonable wear and tear to the extent caused by the operations of the parties. Reimbursement for facility damage will be based on replacement at actual cash value. The Parties, in consultation with the facility or property owner will select from among bids from at least three reputable contractors. The Parties are not responsible for storm damage or other damage caused by the disaster or any third party not under the Parties authority or control.
- B. Eligible Costs for Reimbursement. Costs that can be directly tied to the performance of eligible sheltering work are eligible. To be eligible such costs must be:
1. Reasonable and necessary to accomplish the work and
 2. Compliant with federal, state and local requirements for procurement.
- C. Eligible Regional Sheltering Costs. Eligible regional sheltering costs may include, but are not limited to, the reasonable costs for:
1. **Staff.** Eligible shelter staff costs include, but are not limited to:
 - a) Medical staff;
 - b) Personal assistance service staff;
 - c) Veterinary and animal care staff;
 - d) Public Information Officer;
 - e) Social workers;
 - f) Food service workers;
 - g) Custodial and facilities staff; and

h) National Guard personnel.³

2. **Facilities.** Costs associated with shelter facilities are only eligible for the time the facility is actively used to shelter survivors. Eligible shelter services include, but are not limited to:

- a) Minor modifications to buildings used for mass sheltering, if necessary to make the facility habitable, compliant with the Americans with Disabilities Act (ADA), functional as a childcare facility, or functional as an animal shelter;
- b) Facility lease or rent (at the market rate; loss of revenue is not eligible);
- c) Utilities, such as power, water, and telephone;
- d) Generator operation (but not purchase);
- e) Shelter safety and security;
- f) Shelter management;
- g) Supervision of paid and volunteer staff;
- h) Cleaning the shelter, linens, and animal crates;
- i) Phone banks for disaster victims, if essential and necessary; and
- j) Secure storage space for medical supplies.

3. **Supplies and Commodities.** Eligible items are those needed for, and used directly on, the declared disaster, and are reasonable in both cost and need. Examples include:

- a) Hot and cold meals, snacks, beverages, and related supplies for survivors;
- b) Cooking and serving supplies;

³ The Governor may activate National Guard personnel to State Active Duty in response to an incident. Labor costs and per diem, if applicable, are eligible for State Active Duty personnel performing eligible work. Both straight-time and overtime are eligible, including fringe benefits.

- c) Food, water, and bowls for household pets and service and assistance animals;
- d) Durable medical equipment;
- e) Consumable medical supplies;
- f) Medication for animal decontamination and parasite control;
- g) Infant formula, baby food, and diapers;
- h) Refrigerators, microwaves, and crock pots;
- i) Cots, cribs, linens, blankets, pillows, tables, and chairs;
- j) Crates, cages, leashes, and animal transport carriers;
- k) Personal hygiene kits with items such as shampoo, soap, toothpaste, a toothbrush, towels, and washcloths;
- l) Animal cleaning tables and supplies;
- m) Linens, blankets, pillows;
- n) Towels and washcloths;
- o) Televisions and radios (1 per 50 shelter residents; basic CATV service is eligible);
- p) Computers (1 per 25 shelter residents);
- q) Internet service, including Wi-Fi;
- r) Basic cable service;
- s) Toys and books; and
- t) Washers and dryers (1 each pers 50 shelter residents).

4. **Labor Costs.** The labor force of the Host County, while providing services under the terms of the MOA to the Risk County will be treated as contract labor, with regular and overtime wages and certain benefits eligible, provided labor rates are reasonable. Labor force costs (both regular and overtime) from Risk County who is providing shelter operations personnel to CTN Shelter are

eligible as long as the Risk County and the Host County have a county-to-county mutual aid agreement, like this CTN Shelter MOA. Temporary employee costs (both regular and overtime) hired by Host or Risk County are eligible reimbursement costs.⁴

- a) The labor costs for volunteer agency's workers, like the ARC, at shelter facilities owned or leased by the participating counties or the State are ineligible for reimbursement. *Please see PAPPG p.120.*
 - b) Costs paid to the ARC or other Non-governmental Organizations ("NGOs") to operate shelters under a written agreement may be eligible for reimbursement (costs that ARC or other NGOs incur under their own organizational mission – i.e., independent of any Federal or State request – are ineligible for reimbursement). *Please see PAPPG p.122.*
5. **Equipment.** The use of applicant-owned or leased equipment (such as ambulances, buses, trucks, or other vehicles) to provide eligible evacuation or sheltering support will generally be reimbursed according to the FEMA Schedule of Equipment Rates.
6. **Emergency Medical Services.** For the purposes of screening the health of shelter residents, assessing and treating minor illnesses and injuries, and making referrals (e.g., calling 911), mass shelters may be staffed with emergency medical technicians, paramedics, nurses, or physicians. The number of medical staff will vary according to the size and type of shelter population. State Medical Support Shelters will require higher-skilled medical staff (e.g., registered nurses) than a general population shelter.
- a) The following costs related to the provision of emergency medical services in a mass sheltering environment may be eligible for reimbursement:
 - (1) First aid assessment.
 - (2) Provision of first aid and health information, including materials (bandages, etc.).

⁴ Under Sections 403, 407, and 502 of the Stafford Act, eligible emergency labor costs are those costs incurred by an eligible applicant while performing eligible work. The cost of straight-time salaries and benefits of an applicant's permanently employed personnel is not included in the cost of eligible emergency work. However, straight-time hours are used to calculate the number of overtime hours that are eligible for reimbursement. RP9525.7, *Labor Costs – Emergency Work*, dated November 16, 2006, states that reimbursement of labor costs for employees performing emergency work is limited to actual time worked, even when the applicant is contractually obligated to pay for 24-hour shifts. FEMA will reimburse up to 24 hours for each of the first two days, and up to 16 hours for each of the following days for emergency work.

- (3) Provision of health information.
 - (4) Special costs of caring for individuals with chronic conditions.
 - (5) Supervision of paid and volunteer medical staff.
 - (6) Prescriptions required for stabilizing the life of an evacuee/sheltered (supply not to exceed 30 days).
 - (7) Medical staff for emergency and immediate life stabilizing care, including mental health and medically fragile evacuee populations.
 - (8) Public Information Officer.
 - (9) Medical waste disposal.
 - (10) Social Worker.
- b) The costs of triage, medically necessary tests, and medications required to stabilize an evacuee/shelter patient for transportation to a hospital or other medical facility may be eligible. The PA applicant should not seek reimbursement for these costs if underwritten by private insurance, Medicare, Medicaid or a preexisting private payment agreement. Long-term treatments are not eligible, in accordance with FEMA Recovery Policy 9525.4.⁵
- (1) The costs of transporting an evacuee/shelter patient to a hospital or other medical facility may be eligible.
 - (2) If mass shelter medical staff determine that an evacuee/shelter patient requires immediate medical or surgical attention, and requires transportation to a hospital or other medical facility for necessary and emergency life sustaining treatment not available at the shelter, the costs associated with such evacuee/shelter patient transportation, diagnosis, testing and initial treatment are eligible. Eligible outpatient costs are limited to:

⁵ Ineligible costs include the following: (a) Medical care costs incurred once a disaster victim is admitted to a medical care facility on an inpatient basis. (b) Costs associated with follow-on treatment of disaster victims beyond 30 days of the emergency or disaster declaration. (c) Increased administrative and operating costs to the hospital due to increased or anticipated increased patient load. (d) Loss of revenue. *Ineligible costs remain ineligible even if incurred under mutual aid or other assistance agreements.*

- (a) Local professional ambulance transport services to and from the nearest hospital equipped to adequately treat the medical emergency.
 - (b) Physician services in a hospital outpatient department, urgent care center, or physician's office, and related outpatient hospital services and supplies, including X-rays, laboratory and pathology services, and machine diagnostic tests for the period of time that the evacuee/shelter patient is housed in congregate sheltering.
 - (3) Vaccinations administered to protect the health and safety of congregate shelter patient and supporting emergency workers are, for transmissible or contagious diseases, an eligible expense.
7. **Transportation.** Transportation of evacuees to congregate shelters is an eligible expense when the means of transportation is the most cost-effective available. Other transportation services may be provided pursuant to Section 419 of the Stafford Act.
8. **Shelter Safety and Security.** Additional reimbursable safety and security services may be provided at congregate shelters, based upon need. Police overtime costs - associated with providing necessary, additional services at congregate shelters - are eligible for reimbursement.
9. **Cleaning and Restoration.** The costs (to the Applicant) to clean, maintain, and restore a facility to pre-congregate shelter condition are eligible.
10. **Animal Shelters.** Generally, congregate sheltering facilities do not allow household pets (except service animals assisting people with disabilities), due to health and safety regulations. Eligible animal shelter costs include costs associated with the provisions of rescue, shelter, care, and essential needs (e.g., inoculations) for evacuee and rescued household pets and service animals, to include veterinary staff for emergency and immediate life-stabilizing care. Exhibition or livestock animals are not eligible for animal sheltering.
11. **Costs Related to Accessibility.** Care for survivors with disabilities or access and functional needs, including the provision of the following personal assistance services:

- a) Grooming, eating, walking, bathing, toileting, dressing, and undressing;
- b) Transferring (e.g., movement between a cot and wheelchair or wheelchair to restroom facilities);
- c) Maintaining health and safety;
- d) Assistance with self-administering medications; and
- e) Communicating or accessing programs and services.

D. State and Federal Reimbursement Process.

- 1. All Parties understand and acknowledge that any reimbursements from the State or Federal government are subject to availability of eligible Federal funds and potential reimbursements from the Georgia Governor's Emergency Fund. As such the Parties agree to comply with all applicable federal, state, and local laws, regulations, policies, directives, procedures, and requirements throughout the duration of this MOA.
- 2. The Parties shall comply with the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, found at Title 2 CFR Part 200. Further, the parties understand and agrees that 2 CFR 200.326 and Appendix II to Part 200 require all contracts funded in a whole or in part with federal monies to include the provisions set forth in Attachment A, hereinafter incorporated into this MOA, and will abide by these terms as applicable in performing the services under this MOA.

XI. GENERAL PROVISIONS.

- A. **Amendments.** Any Party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA which are mutually agreed upon by and between the Parties to this MOA shall be incorporated by written instrument and effective when executed and signed by both Parties to this MOA.
- B. **Confidentiality Requirements.** The Parties shall treat all individually identifiable information, including personal and/or health information, that is obtained or viewed by the Parties' officers, employees, volunteers, agents, representatives, or authorized subcontractors in the performance of this MOA as confidential information and shall not use any information so obtained, in any manner, except as may be necessary for the proper discharge of the Parties' responsibilities.
- C. **Headings.** The headings in this MOA are inserted for reference and convenience only

and shall not enter into the interpretation hereof.

- D. **Incorporation of Exhibits and Attachments.** The following attachments are attached hereto and incorporated herein.
1. Exhibit 1: Timeline of Operations for Activation of County-to-County Agreements;
 2. Exhibit 2: County-to-County Agreement Summary;
 3. Exhibit 3: The American Red Cross of Georgia, Letter of Intent;
 4. Exhibit 4: The Salvation Army Georgia Division, Letter of Intent;
 5. Attachment A: Federal Terms and Conditions; and
 6. Attachment B: Scope of Work.
- E. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records, including pricing information, and other records to be made public unless otherwise provided by law. The Parties agree that this MOA, any related purchase orders, related invoices, and related pricing lists will be public documents, and may be available for distribution. The Parties give each other express permission to make copies of this MOA, any related purchase orders, related invoices, and related pricing lists. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
- F. **Record Retention.** The Parties shall preserve and make available its records for a period of five (5) years from the date of final payment under this MOA, and for such period, if any, as is required by applicable statute or this MOA. If the MOA is completely or partially-terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final settlement.
- G. **Right to Audit.** The Parties shall make its books, documents, papers, and records available for examination and audit by the other Parties, the Georgia Attorney General's Office, the State Department of Audits and Accounts, and/or authorized state or federal personnel for a period of five (5) years. Any records requested hereunder shall be produced promptly for review at the location specified in the request during normal business hours or sent to the requesting authority by certified mail, with a copy sent by electronic mail, within fourteen (14) Calendar Days following a request. Any Party shall have the right to timely access, use, disclose, and duplicate all information and data received in accordance with applicable state and

federal laws and regulations. Any Party will only conduct audits as determined reasonably necessary and upon reasonable terms and conditions. Records which relate to appeals, litigation, or the settlements of claims arising out of the performance of this MOA, or costs and expenses of any such MOA as to which exception has been taken by the State Department of Audits and Accounts (or the Federal equivalent) or any of its duly authorized representatives, shall be retained by every Party until such appeals, litigation, claims or exceptions have been disposed of.

- H. **Liability.** The Parties do not waive their sovereign immunity by entering into this MOA. Each entity fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOA. The Parties may not agree to indemnify or hold harmless any other Party. The only liability which the Parties may incur is that provided for by Georgia law.
- I. **Funding.** All activities pursuant to this MOA are subject to the availability of appropriated funds and each Party's budget priorities.
- J. **State Laws.** The validity, construction, and effect of this MOA shall be governed by the laws of the State of Georgia.
- K. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the MOA.
- L. **Force Majeure.** No Party will be liable to any other Party for nonperformance resulting from labor strikes, riots, wars, acts of governmental authorities preventing performance, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of any Party.
- M. **Parties' Signature and Authority.** The Parties' representatives, in signing the MOA, sign only as properly authorized representatives of their respective Parties and do not assume any personal liability thereby. The Parties' representatives executing this MOA warrant that they have full and current legal authority to act and contract on behalf of their Parties.
- N. **Jurisdiction And Venue.** In the event that any dispute, litigation, or other legal proceedings shall arise under or in connection with this MOA, such litigation or other legal proceeding shall be conducted in the courts located within Fulton County, Georgia. Furthermore, the Parties consent to jurisdiction and venue in the Superior Court of Fulton County, Georgia, and hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.
- O. **Compliance With Applicable Laws and Regulations.** It is understood and agreed that nothing contained in the MOA, or any related MOA shall require any of the Parties herein to violate any policies of the Parties, or any laws or regulations of the United States or the State of Georgia.

- P. **Statement of Non-Discrimination.** The Parties agree that in the performance of the MOA they will not discriminate or permit discrimination against any person or group of persons on the basis of gender, disability, race, color, religion, sexual orientation, national origin, or in any other manner prohibited by the laws of the United States or the State of Georgia or the Parties' policies.
- Q. **Severability.** Should any portion of this MOA be judicially determined to be illegal or unenforceable, the remainder of the MOA shall continue in effect and the Parties may renegotiate the terms affected by the severance.
- R. **Survivability.** The MOA shall remain in full force and effect to the end of the specified term or until terminated pursuant to the MOA. All obligations of the Parties incurred or existing under the MOA as of the date of expiration or termination will survive the termination or expiration of the MOA.
- S. **Reservation of Rights.** This MOA will in no way diminish or otherwise affect the Parties' authority to fully carry out their rights and responsibilities under applicable laws and regulations nor will it affect the Parties' abilities or rights to raise any defenses available under law in the event that one Party initiates an administrative or judicial enforcement action against another Party. Subject to applicable security, classification, and other confidentiality laws and regulations, nothing in this MOA shall be construed to prohibit the Parties from using information developed under this MOA in furtherance of their statutory duties, rights, and obligations.
- T. **Boycott Of The Nation of Israel Prohibited.** Each Party certifies that it is not currently engaged in a boycott of the nation of Israel, and that it will not engage in such a boycott for the duration of this MOA.
- U. **Conflicts of Interest.** The Parties hereto state that the provisions of O.C.G.A. § 45-10-20 et seq., regarding conflicts of interest, have not been violated and will not be violated in any respect.
- V. **Certification Regarding Sales and Use Tax.** By executing the MOA, the Parties certify they are either (a) registered with the State Department of Revenue, collect, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Parties also acknowledge that the State may declare the MOA void if the above certification is false. The Parties also understand that fraudulent certification may result in the DOAS or its representative filing for damages for breach of contract.
- W. **Drug-Free Workplace.** The Parties hereby certify as follows:

1. The Parties will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this MOA; and
2. If the Parties have more than one employee, that Party shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq., throughout the duration of this MOA; and
3. Parties will secure from any sub-contractor hired to work on any job assigned under this MOA the following written certification: “As part of the subcontracting contract with [the Party’s name] [(Sub-Contractor's Name)] certifies to [the Party’s name] that a drug-free workplace will be provided for the sub-Contractor's employees during the performance of this MOA pursuant to paragraph 7 of subsection (b) of O.C.G.A. § 50-24-3.”
4. A Party may be suspended, terminated, or debarred if it is determined that:
 - a) A Party has made false certification here in above; or
 - b) A Party has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3(b).

X. **Sexual Harassment Prevention.**

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

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

If any of the Parties, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, that

Party may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

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

employees; and on an annual basis thereafter; and

- c) Upon request of the State, the Party will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Y. **Debarred, Suspended, and Ineligible Status.** The Parties certify that each Party and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation, 48 C.F.R. Ch. 1 Subpart 9.4. Each Party will immediately notify the other Party if that Party or any subcontractors are debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

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

(SIGNATURES ON FOLLOWING PAGE)

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XIII. SIGNATURE

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

[HOST COUNTY]

Name: _____
Title: _____

Date

[RISK COUNTY]

Name: _____
Title: _____

Date

THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

Name: _____
Title: _____

Date

EXHIBIT 1

Timeline of Operations for Activation of County-to-County Agreements

Operational Status	Initiation Time – / + HRS	• Actions
OPCON 5		• Partner agencies monitor forecasts and begin reviewing shelter plans. • Conduct quarterly State Shelter Task Force Meetings. • State partners maintain open lines of communication with each other and coastal county EMAs.
OPCON 4	Within 120 hours	• Georgia State Shelter Task Force Emergency coordination meetings are activated. • Coastal counties are actively monitoring the weather and are notifying the host counties for possible activation of the County-to-County CTN agreements. • Coastal counties ensure CTN transportation plan is ready to activate. • Host counties begin working with ARC to confirm shelter facility availability. • DHS begins to create staffing rosters for potential shelters. • DPH begins coordinating with local health districts to create clinical staff rosters for potential shelters. • ARC begins the process of creating staffing rosters for potential shelters. • Georgia Shelter Taskforce Emergency coordination meetings continue to ensure coordination between State partners and nongovernment agencies. • ESF-6 reports to SOC to begin in person preparations. • ESF-6 begins County-to-County CTN agreement coordination calls. • DHS continues to create staffing rosters for potential shelters. • DPH continues coordinating with local health districts to create clinical staff rosters for potential shelters. • ARC continues the process of creating staffing rosters for

EXHIBIT 1

		potential shelters. • Host counties confirm shelter facility availability. • Host counties notify the state and ARC of any facilities that are not available to host shelter. • Host counties work with ARC and State partners to begin pre-staging of shelter equipment and supplies.
OPCON 3	Within 72 hours	• Coastal counties could choose to issue evacuation orders as soon as 72 hours prior to the onset of tropical storm force winds. ◦ The decision to evacuate will be made based on estimated clearance times for each county. Counties will issue evacuation orders sometime between 72 and 36 hours prior to onset of tropical storm force winds. • Georgia Shelter Taskforce Emergency coordination meetings continue to ensure coordination between State partners and nongovernment agencies. • DHS finalizes staffing rosters for potential shelters. • DPH works with local health districts to finalize clinical staffing rosters for potential shelters. • ARC finalizes staffing rosters for potential shelters. • Coastal counties close CTN registries. • Host counties work with ARC and State to pre-stage shelter assets, resources, and personnel. • Coastal Counties coordinate the evacuation of functional and access needs individuals with DPH and local public health district. • DPH coordinates the evacuation of Medical Needs individuals with the local public health district and County EMA. • Medical Needs, CTN and General Population shelters should be ready to be opened. • DHS and ARC deploy staff to open CTN and self-evacuation shelters as needed.

EXHIBIT 1

		• DPH coordinates with local health districts to deploy clinical staff as needed.
OPCON 2	Within 48 hours	• Additional evacuation orders are made by Coastal Counties. ○ Evacuation orders from counties must be made no later than 36 hours prior to the onset of tropical storm force winds. • Georgia Shelter Taskforce Emergency Coordination calls continue. • Coastal counties coordinate the evacuation of functional and access needs individuals with DPH and local public health district. • DPH continues to coordinate the evacuation of Medical Needs individuals with local public health district and county EMA. • Coastal counties set up and organize evacuation county pick up points. • ARC works with shelter partners to open CTN shelters as needed. • Host counties are prepared to accept CTN evacuees. • Host counties provide updates on shelter populations every four hours during evacuation. • Final pre-staging arrangements are made by ARC, local and State governments. • DHS, DPH, ARC staff are ready to respond, and open shelters as needed. • DHS and ARC deploy staff to open CTN and self-evacuation shelters as needed. • DPH coordinates with local health districts to deploy clinical staff as needed. • ESF-6 coordinates with ESF-11 on the opening of pet shelters as needed. • ESF-6 coordinates with ESF-11 on bulk distribution of food for emergency feeding at shelters and the storm impacted areas.

EXHIBIT 1

		• Staffing contracts, mutual aid requests or wrap-around service-related contracts are put on standby to be activated if needed.
OPCON 1	Within 24 hours of onset of Tropical Storm Force Winds	• Coastal counties finalize evacuation efforts. • Coastal counties upload CTN bus rosters to WebEOC. • Host counties open all CTN shelters and are ready to receive evacuees. • Host counties provide updates on shelter populations every four hours during evacuation. • Georgia Shelter Emergency Taskforce meetings continue. • CTN county coordination conference calls continue. • DHS and ARC deploy staff to open CTN and self-evacuation shelters. • DPH coordinates with local health districts to deploy clinical staff as needed. • ESF-6 coordinates the opening of CTN shelters and tracks CTN buses. • ESF-6 monitors WebEOC for resource requests. • ESF-6 keeps open lines of communication with supporting ESFs, NGOs, and other State partners. • ESF-6 coordinates with ESF-11 on the opening of pet shelters as needed. • ESF-6 coordinates with ESF-11 on bulk distribution of food for emergency feeding at shelters and the storm impacted areas. • Staffing contracts, mutual aid requests or wrap-around service-related contracts are put on standby to be activated if needed.

EXHIBIT 1

Response	First 72 hours post landfall	• Coastal counties conduct preliminary damage assessments as soon as possible. • Results of damage assessment are communicated to GEMA/HS and ESF-6 as soon as possible to determine how long shelters will be open and when the re-entry process will begin. ◦ If major or catastrophic damage occurs in any of the coastal counties, it is likely the corresponding county-to-county CTN shelters and some self evac shelters will have to be opened for an extended period (more than 72 hours post landfall). • For shelters that are determined to be open for longer than 72 hours post landfall, additional wrap around services and accommodations are provided (i.e. additional shower trailers, bathrooms, etc.). • ARC continues to surge staff per staffing matrix to relieve government partners. After 72 hours post impact 75% of staff will be ARC. • Coastal counties identify facilities within their jurisdiction that could be opened post re-entry. • Host counties continue to report shelter populations every 12 hours. • ESF-6 coordinates with ESF-11 on bulk distribution of food for emergency feeding at shelters and the storm impacted areas.
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EXHIBIT 2

County-to-County Agreement Summary

Critical Transportation Needs (CTN) Risk- Host County Partnerships			
Risk County	Host County	Travel Time in Minutes	Distance in Miles
Bryan	Candler	60	66
Camden	Crisp	180	180
Chatham	Bibb	150	165
Effingham	Montgomery	100	95
Glynn	Dougherty	180	180
Liberty	Baldwin	150	165
McIntosh	Dodge	140	130

Georgia State Sheltering Plan Commitments 2024



**American
Red Cross**

Georgia State Sheltering Plan Commitments

Georgia Region

The American Red Cross recognizes that emergency planning, which encompasses the whole community in your jurisdiction, requires that you be aware of the resources available from the partners that you rely on, and we want to be as transparent as we can to make commitments that are clear, definitive, and deliverable.

In this document you will find helpful information detailing our commitments to Georgia Emergency Management Agency (GEMA), including a Letter of Intent. The LOI outlines our tropical cyclone/hurricane specific commitments.

Contact Information			
Title	Name	Phone	Email
Regional Disaster Officer	Adelaide Kirk	706-366-4096	Adelaide.Kirk@redcross.org
Regional Deputy Disaster Officer	Jeremy McLendon	470-796-6827	Jeremy.McLendon@redcross.org
Senior Disaster Program Managers	Jarrod Cochran	470-813-5586	Jarrod.Cochran@redcross.org
	Kelly Crane	912-601-9012	Kelly.Crane@redcross.org
Red Cross State Liaison	Katie Eckardt	706-817-7675	Katie.Eckardt@redcross.org

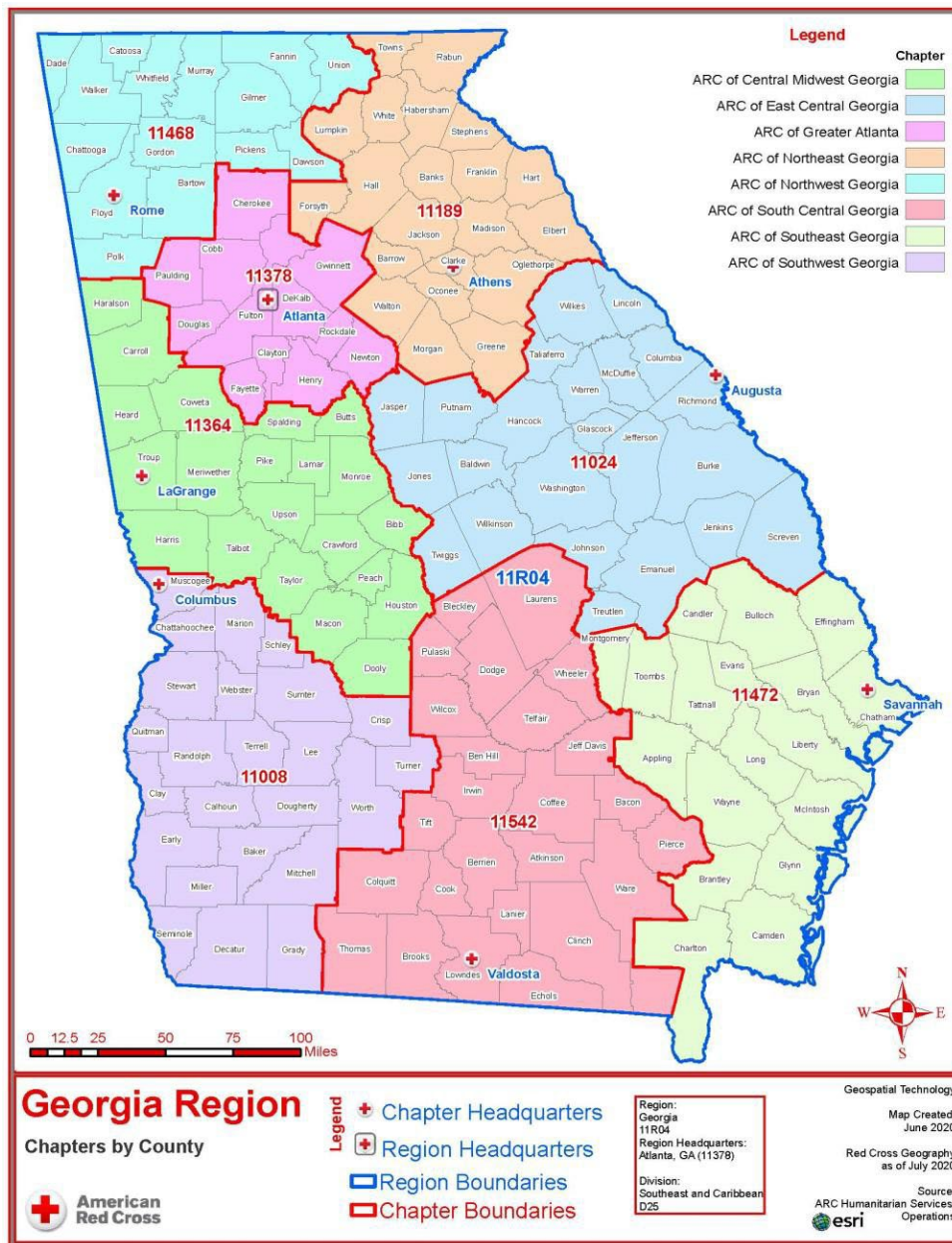
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The Georgia Region is broken into 8 Chapter Areas, including:

1. Northwest Georgia
2. Northeast Georgia
3. Greater Atlanta
4. Central Midwest Georgia
5. East Central Georgia
6. Southwest Georgia
7. South Central Georgia
8. Southeast Georgia



XIV. Notice Event (Landfalling Tropical Cyclones Only)

Notice Events are defined as tropical cyclones or hurricanes with potential for landfall along coastal Georgia. Events such as this may require significant coordination at multiple levels to effectively support sheltering and other mass care operations, thus, this type of event is coordinated differently by the Red Cross than a no notice event. Red Cross support, coordination, and management of notice events will often be coordinated at a division or national level to support large-scale resource management.

As a support agency for Mass Care Services in the state of Georgia , the American Red Cross continues to offer support for evacuation and post impact shelter management, staff support in County managed shelters, provide training for County personnel in shelter operations, provide a shelter management transition if requested and approved by both parties, and coordinate with the County's Emergency Operation Center by providing a liaison to coordinate activities between the Red Cross and the County.

Material Resources may be limited both pre-landfall, and immediately following landfall, until the situation stabilizes. As a standard, the Red Cross will only fulfill requests for cots and blankets pre- landfall to support 10% of the anticipated shelter population. Evacuating residents are expected to evacuate with adequate supplies to support themselves in a shelter environment for at least 72 hours.

In situations where a shelter management transition is needed, planned or unplanned, a request via your government operations liaison is required. This will help with Red Cross planning considerations on how to best support the transition request. Through continual communication between Red Cross government operations liaisons and County Emergency Management on sheltering needs, transition timeline and resources will help ensure continuity of shelter operations. This includes the assessment of facilities and sheltering options available post-impact.

XV. 2024 Letter of Intent

The American Red Cross is grateful to partner with Georgia Emergency Management Agency (GEMA) and is committed to being a trusted and valued partner. To continue to build our transparent and trusting partnership, we believe it is critical to clarify roles, set expectations, and quantify our operational capacity for 2024. This Letter of Intent further outlines our baseline commitments for the Georgia State Sheltering Plan.

During non-disaster periods the American Red Cross commits to supporting local Sheltering capacity building through

- Shelter Training and Exercises:
 - a. The Red Cross is available for virtual or in person training and simulation support of personnel in sheltering operations as deemed appropriate and with adequate planning.
 - i. This training includes, but is not limited to, Shelter Fundamentals, Shelter Management trainings and Shelter Simulation exercises.

Next, we will outline the Red Cross' commitment to the Georgia State Sheltering Plan for a notice event, which would be a tropical event that has the potential to have impacts beginning along the Georgia coastline. Tropical events that begin impacting the continental US in the Gulf, are often subtropical events by the time they reach Georgia, and our response for those events are covered as part of our no- notice event commitments with individual counties. Below, you will find our stated baseline commitments for the 2024 Hurricane Season. The Red Cross relies on steady communication and requests for support from our partners to ensure seamless coordination. Requests for resources and coordination conversations, ensure the baseline commitments outlined below are fulfilled. If communication has not been established or consistent, the Red Cross will contact GEMA at 24 hours before the earliest reasonable arrival time of tropical storm force winds, as determined by the National Hurricane Center, to confirm the need for ARC resources (human and material) pre-landfall. If not confirmed, those resources will be allocated to other jurisdictions that have a need. Any requests past this point in time will be honored based on availability and ability to move safely.

- Government Liaison/EOC Representative:
 - a. Red Cross will assign a dedicated liaison virtually or in person, to the State Operations Center (SOC) upon request, to insure uninterrupted communication and coordination between the State and the Red Cross.
- Pre-landfall Risk Shelters:
 - a. Upon Request and in alignment with the Georgia Hurricane Plan, the Red Cross is committed to providing pre-impact and post-impact sheltering for Critical Transportation Needs residents of the following Counties: Bryan, Camden, Chatham, Effingham, Glynn, Liberty & McIntosh.
 - i. Red Cross will assume management of CTN shelter facilities.
 - ii. Secondary staffing support teams will coordinate, and work alongside designated Department of Health Services staff as outlined in the State Sheltering Plan to support shelter operations in shelters in seven counties.

- b. The Red Cross is committed to provide cots and blankets as outlined in the State Shelter Plan.
 - i. Requests to open shelters requiring Red Cross resources (material or human) will be made no less than 48 hours prior to the arrival of tropical storm force winds, to ensure the safe movement of those resources.
 - ii. Risk/Evacuation Shelters facilities must meet the Hurricane Shelter Site Selection Standards to receive Red Cross human resources or material resources.
- Pre-Landfall/Evacuation Period Feeding:
 - a. Feeding at shelters through landfall will be the responsibility of The Salvation Army.
 - b. Snacks and water will be provided by The Red Cross and provided based on anticipated shelter population.
- Post-Landfall Sheltering:
 - a. Red Cross will participate in Evacuation Shelter Transition Planning discussions. Based on pre-disaster planning conversations, we anticipate the outcome of discussions will be that the Red Cross could transition to post impact (Recovery) sheltering within 72 hours of the return of safe conditions and as resources allow.
 - b. We are committed to transitioning evacuation shelters to post impact short term shelters. If a shelter must be moved as part of the transition to post-impact sheltering, the Red Cross will work collaboratively with our Emergency Management partners to seek the best congregate shelter location options based on the event and location availability.

General Red Cross Roles Include: Providing Mass Care and Shelter services when requested by the State or Risk or Host County in response to an actual or potential disaster event. ARC Mass Care Sheltering functional areas include Sheltering, Feeding, Health Services, Mental Health Services, Spiritual Care Services, Reunification, Distribution of Relief Supplies, and Information and Referrals.

Red Cross Responsibilities:

- 1) Provide subject matter experts to coordinate the pre-identification, registration, and operation of CTN Shelters for the general population to include provision of services for individuals with access and functional needs.
- 2) Provide fixed feeding operations and bulk distribution of essential basic supplies (food, water, basic hygiene) to assist CTN evacuees at shelters.
- 3) Meet with representatives of the Risk and Host Counties to engage in Shelter planning and preparedness activities, as appropriate.
- 4) Provide a liaison to the SOC during large scale operations or upon request.
- 5) Coordinate and supply public information, crisis communications, and educational messaging with GEMA/HS External Affairs and ARC public information officer ("PIO").

- 6) Procure facility surveys with potential shelter site location owners/operators and other community-based sheltering stakeholder organizations, as appropriate.
- 7) Red Cross Mass Care and Shelter Training can be provided at the request of county, state and VOAD partners if requests are made in a timely manner.
- 8) Provide reunification and emergency welfare inquiries. Coordinate ARC reunification efforts with the National Center for Missing and Exploited Children and other national reunification service providers.
- 9) Coordinate with Risk and Host Counties and the Shelter Task Force to identify, survey, and inventory adequate shelters within the Host Counties prior to a disaster.
- 10) Coordinate ARC Shelter Resident Transition operations with the state disaster recovery coordinator during transition to long-term recovery.
- 11) Coordinate, and request as needed from host county, provisions for Functional Needs Support Services for those with Access and Functional Needs residing in ARC Managed or ARC Partner-Managed shelters with DPH and DHS.
- 12) Provide and coordinate situational reports on sheltering operations.
- 13) Coordinate notification, activation, and deployment of personnel and equipment in support of CTN sheltering operations.

XVI. Post Impact Response Support

The Red Cross will strive to support immediately post impact through many of the methods described below. Exact methods will be based on event type, need, requests from partners, etc. Additional information about sheltering, shelter feeding, and services provided in shelters is clearly defined in the Notice sections of this document.

- **Community Feeding Post-Impact:**
 - a. Upon the return of safe conditions, the Red Cross may, upon request, or based on community assessment, provide community feeding (fixed site, mobile, or both) as resources allow and following safe food handling protocols. Requests for community feeding from the County may require a minimum of 72 hours' notice to fulfill.
 - b. The Red Cross may coordinate larger feeding operations with other feeding partners including catering vendors, non-government partners, and the Georgia Emergency Management Feeding Task Force.
- **Impact & Disaster Assessment:**
 - a. The Red Cross will evaluate the humanitarian needs of the community, post impact, and will share those assessments with GEMA. This may include Mass Care needs and damage assessment information.

- b. We request impact and damage assessment information be shared with the Red Cross to support planning and execution of services.
 - c. The Red Cross will include social vulnerability information and data in our response planning efforts to ensure we are making the most informed decisions, and providing services based on both everyday vulnerability and disaster caused needs.
- **Distribution of Emergency Supplies:**
 - a. Red Cross has the capability to support the distribution of emergency supplies in bulk either at fixed sites or through mobile distribution routes. This can be in coordination with the county or through individual efforts. Items distributed will be determined from the Red Cross Disaster Assessment, and requests from the County and the community. Items and resources may vary by disaster.
- **Individual Disaster Care:**
 - a. Individual Disaster Care includes Disaster Health Services, Disaster Mental Health, and Disaster Spiritual Care. The Red Cross, in coordination with local public health and other partners, is committed to making these services available in Red Cross managed, partner managed shelters, and in the community once it is safe to do so.
- **Shelter Resident Assessment:**
 - a. In addition to community needs, the Red Cross will assess the individual needs to determine barriers to exiting shelter residents. While the Red Cross is a partner in Multi-Agency Shelter Transition Team (MASTT) efforts, we will conduct Shelter Resident Transition program in coordination with, or as a standalone service. We will share information collected through that process as appropriate, and use the information shared from MASTT to support our Shelter Resident Transition program.

Adelaide Kirk, Regional Disaster Officer, American Red Cross of Georgia

Red Cross Representative Name & Title (Print):

Adelaide Kirk

 Digitally signed by Adelaide Kirk
DN: cn=Adelaide Kirk, email=adelaidekirk@gmail.com, c=US
Date: 2024.06.27 11:48:58 -0400

Red Cross representative Signature:

Date:

EXHIBIT 4

State Shelter Plan Letter of Intent 2025:

The Salvation Army, Georgia Division, intends to partner with Georgia Emergency Management Agency (GEMA), the Georgia Department of Human Services (DHS), The American Red Cross (ARC), The Georgia Department of Public Health (DPH) and Host and Risk Counties to execute the Georgia State Shelter Plan Atlantic Hurricane Evacuation Annex. To continue to build our transparent and trusting partnership, we believe it is critical to clarify roles, set expectations, and quantify our operational capacity for 2025. This Letter of Intent (LOI) outlines our baseline commitments for the Georgia State Sheltering Plan Atlantic Hurricane Evacuation Annex.

A. The Salvation Army, Georgia Division Points of Contact:

1. Principal Contact:

Lanita Lloyd
Director of Emergency Management and Disaster Services I
000 Center Place
Norcross, Georgia 30093
lanita.lloyd@uss.salvationarmy.org
Phone:404-550-3707

2. Secondary Contact:

Cindy Puryear
Emergency Disaster Services Assistant Director 1000
Center Place
Norcross, Georgia 30093
Phone: 678-350-6269
cindy.puryear@uss.salvationarmy.org

B. The Salvation Army, Georgia Division Responsibilities:

1. Preparedness
 - a) Work with Host and Risk Counties and STF to develop feeding plan for CTN shelters.
 - b) Identify food preparation sites if needed.
 - c) Determine partner organizations that might assist with food preparation and/or distribution.
 - d) Offer ServSafe and other Salvation Army Disaster Training to designated personnel at no charge to Host and Risk Counties as applicable.
2. Response
 - a) Provide fixed and mobile feeding operations and bulk distribution of essential basic supplies (food, water, basic hygiene) to assist CTN evacuees as requested by County Emergency Management or Georgia ESF-6
 - b) Provide emotional and spiritual care if requested.

EXHIBIT 4

3. Recovery
 - a) Provide self-stable food as requested by County Emergency Management or Georgia ESF-6.
 - b) When requested, provide disaster case management services to assist CIN evacuees.

C. Mutual Responsibilities

1. Maintain close coordination, liaison, and support at all levels with conferences, meetings and other means of communication. Including a representative of the other party(s) in appropriate committees, planning groups and task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.
2. The relationship created by this LOI is intended solely for the mutual benefit of the Parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Parties to this LOI.
3. The Parties will work together to perform the responsibilities required under this LOI. At the request of any Party, a meeting or conference will be held between the Parties' representatives to resolve any problems or develop any improvements in the operation of this LOI.
4. Ensure all disaster relief and assistance be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, disability, English proficiency, or economic status. Section 308 of the Stafford Act
5. Work together to develop plans and secure resources to facilitate delivery of services to people with disabilities and/or functional and access needs during a disaster.
6. Actively participate in reviewing and carrying out responsibilities outlined in the State and Local Emergency Operation Plans (EOPs).
7. During the time of disaster and readiness, keep the public information of the parties' cooperative efforts through the public information offices of the ARC and the STF.
8. Allow the use of each other's facilities, as available and if agreed upon in writing, for the purpose of preparedness training, meetings and response and recovery activities.
9. Any Party which has members of its staff at the shelter must ensure those staff members safeguard evacuees' privacy when collecting, using, maintaining, storing and allowing access to evacuee information.
 - a) Shelter staff should collect only the information that is necessary to register shelter clients, identify appropriate assistance needs, and maintain a safe shelter environment. Shelter staff may not ask for personal information inappropriate for shelter operations, such as social security number, citizenship or immigration status information.
10. Widely distribute this LOI within the ARC's and the STF's departments and administrative offices and urge full cooperation.

EXHIBIT 4

D. Signature

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

THE SALVATION ARMY, GEORGIA DIVISION

Signature: 

Name: Major Barry Corbitt

Date: 3/10/25

Title: The Salvation Army, Georgia Divisional General Secretary

ATTACHMENT A

Federal Terms and Conditions

During the performance of this MOA, the Parties agree as follows:

Equal Employment Opportunity.

During the performance of this MOA, the Parties agree as follows:

1. The Parties will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Parties will, in all solicitations or advertisements for employees placed by or on behalf of the Parties, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Parties will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Party's legal duty to furnish information.
4. The Parties will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Parties' commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Parties will comply with all provisions of Executive Order ("E.O.") 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Parties will furnish all information and reports required by E.O. 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Parties' noncompliance with the nondiscrimination clauses of this MOA or with any of the said rules, regulations, or orders, this MOA may be canceled, terminated, or suspended in whole or in part and a Party may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in E.O. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in E.O. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Parties will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of E.O. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Parties will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Party becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Parties may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the MOA.

The Parties agree that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of the Parties and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Parties further agree that it will refrain from entering into any agreement or agreement modification subject to E.O. 11246 of September 24, 1965, with a Party debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the E.O. and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Parties and contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the E.O.. In addition, the Parties agree that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this MOA (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Anti-Discrimination.

The Parties will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during

employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

Compliance with the Davis-Bacon Act.⁶

1. If applicable, all transactions regarding this MOA shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Parties shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. If applicable, the Parties are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. If applicable, the Parties are required to pay wages not less than once a week.

Compliance with the Copeland “Anti-Kickback” Act.⁷

1. If applicable, the Parties shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this MOA.
2. Subcontracts. If applicable, the Parties or any subcontractors shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Party holding the subcontracts shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these MOA clauses.
3. Breach. If this provision is required, a breach of the MOA clauses above may be grounds for termination of the MOA, and for debarment as a subcontractor as provided in 29 C.F.R. § 5.12.

Compliance with the Contract Work Hours and Safety Standards Act.

1. *Overtime requirements.* No Party or contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

⁶ *The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.*

⁷ *The Copeland “Anti-Kickback” Act applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.*

2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Parties and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Parties and any contractors shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* GEMA/HS shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Parties or contractor under any such contract or any other Federal contract with the same Parties, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Parties, such sums as may be determined to be necessary to satisfy any liabilities of such Party or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. *Subcontracts.* The Parties or contractors shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the contractors to include these clauses in any lower tier contracts or subcontracts. The Parties shall be responsible for compliance by any contractor or subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Clean Air Act.

1. The Parties agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Parties agree to report each violation to GEMA/HS and understands and agrees that GEMA/HS will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (“EPA”) Regional Office.
3. The Parties agree to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act.

1. The Parties agree to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Parties agree to report each violation to GEMA/HS and understand and agree that the GEMA/HS will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate EPA Regional Office.
3. The Parties agree to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment.

1. This MOA is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Parties are required to verify that none of the Party's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Parties must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by GEMA/HS and the State of Georgia. If it is later determined that the Parties did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GEMA/HS, the State of Georgia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Parties agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Parties further agree to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Parties who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Party who in turn will forward the certification(s) to GEMA/HS.

1. Required Certification. If applicable, Parties must sign and submit to the non-federal entity the following certification.
2. **APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned

shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Parties shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Parties certify or affirm the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Parties understand and agree that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Host County's Authorized Official

Signature of Risk County's Authorized Official

Name and Title of Host County's Authorized Official

Name and Title of Risk County's Authorized Official

Date

Date

Signature of GEMA/HS' Authorized Official

Name and Title of GEMA/HS' Authorized Official

Date

Procurement of Recovered Materials.

1. In the performance of this MOA, the Parties shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - b. Meeting Agreement performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The Parties also agree to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Women and Minority Owned Businesses.

2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the Parties to assure that minority and women's businesses are used when possible.

Access to Records. The following access to records requirements apply to this MOA:

1. The Parties agree to provide GEMA/HS, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Parties which are directly pertinent to this MOA for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Parties agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Parties agree to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the MOA.
4. In compliance with the Disaster Recovery Act of 2018, GEMA/HS and the Parties acknowledge and agree that no language in this MOA is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
5. The Parties agree to allow the departments and agencies of the State of Georgia, FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of Parties which are directly pertinent to the MOA for the purpose of making audits, examinations, excerpts, and transcriptions.

Department of Homeland Security Seal, Logo, and Flags.

The Parties shall not use the U.S. Department of Homeland Security ("U.S. DHS") seal(s), logos, crests, or reproductions of flags or likenesses of U.S. DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of this MOA. The Parties will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government.

The Federal Government is not a party to this MOA and is not subject to any obligations or liabilities to the non-Federal entity or any other Party pertaining to any matter resulting from this MOA.

Program Fraud and False or Fraudulent Statements or Related Acts.

The Parties acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Parties' actions pertaining to this MOA.

U.S. DHS Access.

1. The Parties must cooperate with any U.S. DHS compliance reviews or compliance investigations conducted by U.S. DHS.
2. The Parties must give U.S. DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
3. The Parties must submit timely, complete, and accurate reports to the appropriate U.S. DHS officials and maintain appropriate backup documentation to support the reports.
4. The Parties must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
5. If the Parties are recipients (as defined in 2 C.F.R. Part 200) of federal financial assistance from U.S. DHS or one of its awarding component agencies must complete the U.S. DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of U.S. DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipient should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the U.S. DHS Standard Terms and Conditions. Parties are not required to complete and submit this tool to U.S. DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhscivil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The U.S. DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

U.S. DHS Administrative Requirements, Cost Principles, Representations and Certifications.

1. If the Parties become U.S. DHS financial assistance recipients, each Party must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable, and the U.S. DHS financial assistance office may require applicants to certify additional assurances. Recipients are required to fill out the assurances as instructed by the awarding agency. The Parties must provide information as needed to adhere to this requirement.
2. U.S. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by U.S. DHS at 2 C.F.R. Part 3002. The Parties must provide information as needed to adhere to this requirement.
3. By accepting this agreement, the Parties as recipients, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance. The Parties may not behave contrary to any of the awarding agency's policies made in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance, during the term of this MOA.

Personnel.

The Host and Risk Counties represent that they have, or will secure at their own expense, all personnel required in performing the work under this MOA. Such personnel shall not be employees of or have any contractual relationship with State of Georgia or GEMA/HS. All the work required hereunder will be performed by the Parties or under their supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this MOA.

ATTACHMENT B

Scope of Work

[This space is intended for the Host and Risk Counties to provide a Scope of Work specific to the CTN Shelter(s) being stood up]



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE ACCEPTANCE OF A HAZARD MITIGATION GRANT PROGRAM AWARD IN THE AMOUNT OF \$45,000.00, WITH A LOCAL REQUIRED MATCHING AMOUNT OF \$15,000.00 TO BE PROVIDED THROUGH IN-KIND SERVICES, AND ADDITIONAL AVAILABLE FUNDS IN THE AMOUNT OF \$3,413.40, FOR THE PURPOSES OF UPDATING THE MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Federal Emergency Management Agency (FEMA) requires that every county and municipality have a pre-disaster mitigation plan in place, and requires the adoption of such plans in order to receive funding from the Hazard Mitigation Grant Program (HMGP); and

WHEREAS, under the HMGP, federal funds are available to cover 75% of the project costs, with the local jurisdiction being responsible for 25% of the project costs; and

WHEREAS, the Georgia Emergency Management Agency acts as the primary recipient of federal monies under the HMGP and assists local jurisdictions with obtaining funds under the program and maintaining local compliance with the requirements of the program; and

WHEREAS, the Macon-Bibb County Emergency Management Agency (EMA) has been approved for a Hazard Mitigation Grant Program Award by the Federal Emergency Management Agency in the amount of \$45,000.00 with a required local match of designated as subrecipient management costs and a required local share of \$15,000.00, with an expected project cost of \$60,000.00; and

WHEREAS, the required local share may be met through in-kind services, including the salary amounts of certain EMA staff, volunteers, and contractors working on the hazard mitigation plan updates; and

WHEREAS, the EMA has been awarded additional funds, not subject to the matching requirement, as subrecipient management costs in the amount of \$3,413.40; and

WHEREAS, the Grant will be used to update the Multi-Jurisdictional Hazard Mitigation Plan to meet the federal requirements of the Disaster Mitigation Act of 2000; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to execute an agreement with the Georgia Emergency Management Agency Macon-Bibb County EMA is authorized to accept the Hazard Mitigation Grant Program Award by the Federal Emergency Management Agency in the amount of \$45,000, with a required local match of \$15,000.00, with the required local share to be made through in-kind services, and additional funds awarded as subrecipient management cost in the amount of \$3,413.40, with such agreement in substantially the same form as the attached Exhibit A, incorporated herein by reference; and

BE IT FURTHER RESOLVED the Macon-Bibb County Commission 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

Attest: _____

(SEAL) JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2025 Miller Exclusive Sheltering Agreement with Chatham County - GEMA - 8-18-25.docx

EXHIBIT A

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

BRIAN P. KEMP
GOVERNOR



JOSH LAMB
DIRECTOR

August 13, 2025

Honorable Lester Miller
Mayor
Macon-Bibb County Board of Commissioners
700 Poplar Street
Macon, Georgia 31201

Dear Mayor Miller,

On behalf of Governor Brian Kemp, it is my pleasure to inform you that a Hazard Mitigation Grant Program (HMGP) Award has been approved by the Federal Emergency Management Agency. The grant will be used to update the Macon-Bibb County Multi-Jurisdictional Hazard Mitigation Plan to meet the federal requirements of the Disaster Mitigation Act of 2000. The total approved cost is \$60,000 with a federal share of \$45,000, a local share of \$15,000, and Subrecipient Management cost of \$3,413.40.

These funds are subject to the execution of the enclosed Recipient-Subrecipient Agreement. Please keep in mind that your current Hazard Mitigation Plan will expire on May 19, 2026. The end date of this grant is December 30, 2029. In order to keep your current plan active and meet the end date of this grant, please submit an initial draft to your assigned Hazard Mitigation Planner at least six months prior to the earliest of either the plan expiration date or the grant end date.

Please sign and return the agreement, and a fully executed copy will be returned to you later for your files.

Thank you for your commitment to protect Georgia Citizens. I appreciate your efforts to ensure that Georgia continues to be a safer place for us to live and raise our families. By working together, we are continuing to reduce the impacts caused by natural hazards. Should you have any questions regarding this grant, please contact Stephen Clark, Hazard Mitigation Manager, at (404) 635-4573.

Sincerely,

Valarie Grooms for,

Josh Lamb

rp/rs

Enclosures

cc: Spencer Hawkins, Director

Macon-Bibb Emergency Management Agency

Mandy Juarez, Area Coordinator

Georgia Emergency Management and Homeland Security Agency

HAZARD MITIGATION GRANT PROGRAM Recipient-Subrecipient Agreement

On September 30, 2024, the President declared that a major disaster exists in the State of Georgia. This declaration was based on damage resulting from Hurricane Helene. This document is the Recipient-Subrecipient Hazard Mitigation Assistance Agreement for the major disaster, designated FEMA-4830-DR, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288 as amended by Public Law 100-707, 42 USC 5121 et seq. ("The Act"), in accordance with 2 CFR Part 200, Hazard Mitigation Grant Program. Under this Agreement, the interests and responsibilities of the Recipient, herein after referred to as the State, will be executed by the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). The individual designated to represent the State is Mr. Josh Lamb, Governor's Authorized Representative. The Subrecipient to this Agreement is Macon-Bibb. The interests and responsibilities of the Subrecipient will be executed by Macon-Bibb's agent, the Subrecipient's Authorized Representative.

1. The following Exhibits are attached and made a part of this agreement:

Exhibit "A": Hazard Mitigation Grant Program Project Administration Guidelines:
Financial Assistance
Exhibit "B": Certification Regarding Drug-Free Workplace Requirements
Exhibit "C": Certification Regarding Lobbying
Exhibit "D": Scope of Work
Exhibit "E": HMGP Progress Payment Request Form
Exhibit "F": Complaint Verification Form
Exhibit "G": Federal Funding Accountability and Transparency Act Certification

2. Pursuant to Section 404 of the Act, funds are hereby awarded to the Subrecipient on a 75 percent federal cost share basis for the hazard mitigation project(s) described in Exhibit "E." The Subrecipient shall be responsible for the remaining 25 percent share of any costs incurred under Section 404 of the Act and this Agreement. Allowable costs will be governed by 2 CFR Part 200.
3. If the Subrecipient violates any of the conditions of disaster relief assistance under the Act, this Agreement, or applicable federal and state regulations; the State shall notify the Subrecipient that additional financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Subrecipient for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.
4. The Subrecipient agrees that federal or state officials and auditors, or their duly authorized representatives may conduct required audits and examinations. The Subrecipient further agrees that they shall have access to any books, documents, papers and records of any recipients of federal disaster assistance and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state disaster assistance funds distributed under the authority of the Act and this Agreement. Required documentation must be maintained for a minimum of three years beyond the date of the final closeout request letter

to FEMA. Minimum documentation shall include, but not be limited to the following:

- Summaries of Documentation,
 - Activity Reports for labor, equipment, and materials,
 - Proof of payment such as copies of checks or vouchers for material purchased and for contract work (if any),
 - Contracts awarded (if any),
 - Invoices or other billing documents,
 - Bid advertisements (if any),
 - List of bidders and amounts for each project (if any),
 - Statement of why the low bid was not accepted (if appropriate),
 - Progress Reports,
 - Labor/Equipment Costs.
5. The Subrecipient will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subrecipient actions pursuant to this Agreement.
6. The Subrecipient agrees that the mitigation planning project contained in this agreement will be completed by Macon-Bibb on or before December 30, 2029. Completion dates may be extended upon justification by the Subrecipient and approval by FEMA and the Governor's Authorized Representative.
7. The written assurances provided by Macon-Bibb pertaining to FEMA's post award approval conditions apply to this Award Agreement and are incorporated by reference.
8. The Subrecipient shall follow Uniform Administrative Requirements for awards found in 2 CFR Part 200 and FEMA HMA (Hazard Mitigation Assistance) program guidance to implement this award
9. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.

Governor's Authorized
Representative

Subrecipient's Authorized
Representative

Date

Date

EXHIBIT "A"
GEORGIA EMERGENCY MANAGEMENT AGENCY/HOMELAND SECURITY
Hazard Mitigation Grant Program
Project Administration Guidelines: Financial Assistance
4830-0010

This fact sheet provides a synopsis of information contained in the Recipient-Subrecipient Agreement and other applicable documents. Its purpose is to provide general guidelines for efficient and timely Hazard Mitigation Grant Program project administration.

1. **Project Identification.** The Federal Emergency Management Agency (FEMA) has assigned project number HMGP-4830-0010 to this project. Please reference this number in all correspondence, as doing so will greatly assist us in processing any actions for this project.
2. **Documentation.** You must keep full documentation to get maximum payment for project related expenditures. Documentation will be required as part of the approved Hazard Mitigation Grant Program project file. Documentation consists of:
 - A. Recipient-Subrecipient Agreement.
 - B. Copies of checks, vouchers or ledger statements.
 - C. Contracts awarded.
 - D. Invoices or other billing documents.
 - E. Progress reports.
 - F. Record of advance or progress payments (where applicable).
3. **Funding.** Cost sharing has been established at 75% federal and 25% applicant.
4. **Debarred and Suspended Parties.** You must not make any award or permit any award (subaward or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".
5. **Procurement Standards.** You may use your own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal laws and standards. Below is a summary of key procurement standards that a subrecipient should incorporate as discussed in 2 CFR Sections 200.318 to 200.326.
 - A. **Conflict of Interest Policy**

The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts as required in 2 CFR Section 200.318.
 - B. **Procurement**
 1. Perform procurement transactions in a manner providing full and open competition

2. Contracts and Procurements must be of reasonable cost, generally must be competitively bid, and must comply with Federal, State, and local procurement standards. FEMA finds five methods of procurement acceptable:

- a. Micro-purchase procedures: an informal method for securing services or supplies that do not cost more than \$10,000. Micro-purchases may be awarded without soliciting competitive quotes if the subrecipient considers the price to be reasonable.
- b. Small purchase procedures: an informal method for securing services or supplies that do not cost more than \$250,000 by obtaining several price quotes from different sources
- c. Sealed bids: a formal method where bids are publicly advertised and solicited, and the contract is awarded to the responsive bidder whose proposal is the lowest in price
- d. Competitive proposals: a method similar to sealed bid procurement in which contracts are awarded on the basis of contractor qualifications instead of on price
- e. Non-competitive proposals: a method whereby a proposal is received from only one source, because the item is available only from a single source; there is an emergency requirement that will not permit delay;

- C. Maintain sufficient records to detail the significant history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, and contractor selection or rejection.
- D. Take affirmative steps to assure the use of small and minority firms, women's business enterprises, and labor surplus area firms when possible
- E. Include specific provisions in subrecipients' contracts to allow changes, remedies, changed conditions, access and records retention, suspension of work and other clauses approved by the Office of Federal Procurement Policy.

6. Payments

A. Progress Payments

- 1) When progress payments are desired, you must submit a written request (on provided form at Exhibit "E") and provide supporting documentation, such as an invoice and copies of check.
 - a. The first expenditure report is due by June 30, 2026, which is within 12 months of the FEMA award date. Subsequent expenditure reports are due annually or more frequently as needed.

- 2) The Mitigation Planning Specialist reviews the request and supporting documentation. The Hazard Mitigation Manager reviews and approves or denies the request.
 - 3) If the request is denied, the Hazard Mitigation Manager will inform you in writing that additional documentation is required to support the request.
 - 4) If the request is approved, the Hazard Mitigation Manager will authorize payment of the requested amount less final 10%, which will be withheld pending final project completion.
 - 5) Quarterly report submissions must be current in order to receive progress payments.
- B. Advance Payments - Advance payments will be made on an exception basis only.
7. Subrecipient Performance - The scope of work (see Exhibit D) must be initiated within 90 days of this award notification.
 - A. If documentation, inspections or other reviews reveal problems in performance of the scope of work, the Hazard Mitigation Manager will inform you in writing of the deficiencies.
 - B. In addition, the State may also withhold all or any portion of financial assistance which has been made available under this agreement until adequate corrective action is taken.
8. Award Expiration Date
 - A. The award expiration date runs through December 30, 2029 and has been established based on project milestones established by the applicant in their grant application. The award expiration date is the time during which the Subrecipient is expected to complete the scope of work. You may not expend FEMA or state funds beyond this date. All costs must be submitted for reimbursement within 60 days of the plan approval by FEMA, or within 60 days of the grant expiration date, whichever comes first.
 - B. Requests for time extensions to the Award Expiration Date will be considered but will not be granted automatically. A written request must be submitted to the Hazard Mitigation Manager with an explanation of the reason or reasons for the delay. Without justification, extension requests will not be processed. Extensions will not be granted if the sub-recipient has any overdue quarterly progress reports. If an extension is requested, it must be received 90 days prior to the award expiration date. When fully justified, the Hazard Mitigation Manager may extend the award expiration date.

9. Project Termination

- A. The Recipient, Subrecipient, or FEMA may terminate award agreements upon giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail.
- B. The Subrecipient's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred prior to the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Close out of the award will commence and be processed as prescribed under final inspection procedures described in this Recipient-Subrecipient Agreement.

10. Equipment/Supplies

- A. The Subrecipient must comply with the regulations listed in 2 CFR 200.313 Equipment and 2 CFR 200.314 Supplies, and must be in compliance with state laws and procedures.

12. Award Modifications

- A. Any award modifications, including deviation from the approved scope of work or budget, must be submitted in writing for approval prior to implementation. Unless otherwise noted within this agreement, all award modification requests will be considered on a case by case basis. Award Modifications include:
 - 1) Any revision which would result in the need for additional funding.
 - 2) Transfers between budget categories.
- B. The subrecipient shall follow prior approval requirements for budget revisions found in 2 CFR 200.308. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.
- C. The following award modification requests will not be considered:
 - 1) Any modification request received after FEMA plan approval.
 - 2) Requests for additional funding due to labor when a contractor is used for plan update work.

13. Appeals - You may submit an appeal on any item related to award assistance. Appeals must be submitted to the Hazard Mitigation Manager within 90 days of the action which is being appealed.

14. Progress Reports

- A. Quarterly progress reports are required. The report will be supplied to you by GEMA/HS on a quarterly basis for your completion.
- B. The initial progress report will cover the period through September 30, 2025. It must be submitted no later than October 15, 2025.
- C. Subsequent reports must be filed by you within fifteen days after the end of each calendar quarter (March 31, June 30, September 30, and December 31).

15. Interim Inspections

Interim inspections may be conducted by GEMA/HS staff and/or FEMA staff.

16. Project Closeout

- A. When all work has been completed, you must notify your Mitigation Planning Specialist in writing to request project closeout.
- B. A desk review will be conducted by your Mitigation Planning Specialist.

Audits

- A. If you receive \$750,000 or more in federal assistance from all federal sources, not just this award, during your fiscal year, you are responsible for having an audit conducted as prescribed by the Single Audit Act and sending a copy to the Georgia Department of Audits and Accounts. Mail reports to:

Department of Audits and Accounts
Non-Profit and Local Government Audits
270 Washington Street, SW, Room 1-156
Atlanta, Georgia 30334-8400

If you need additional information or assistance, contact the Hazard Mitigation Division at (404) 635-7522 or 1-800-TRY-GEMA.

EXHIBIT "B"

Certification Regarding Drug Free Workplace Requirements

This certification is required by the regulations implementing Executive Order 12549, This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 2 CFR Part 3001. The regulations require certification by Subrecipients, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to grant the award. False certification or violation of the certification shall be grounds for suspension of payments,

A. The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Recipient and Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--

- (1) The dangers of drug abuse in the workplace;
- (2) The Recipient's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to every award officer or other designee on whose award activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

EXHIBIT "C"

CERTIFICATION REGARDING LOBBYING **Certification For Contracts, Awards, Loans, and Cooperative Agreements**

This certification is required by the regulations implementing the New Restrictions on Lobbying, 44 CFR Part 18. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal award, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, award, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, award, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub awards, and contracts under awards, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient Authorized Representative

Date

EXHIBIT “D”**PROJECT SCOPE**

Shown below is the funding level and scope of work for the Hazard Mitigation Program project for Macon-Bibb. Any changes to this spreadsheet must receive prior approval from GEMA/HS and will be maintained by GEMA/HS and shall supersede all previous versions.

Labor	Fees/ Contractor	TOTAL COST
\$20,000	\$40,000	\$60,000

Federal Share*	Local Share*
75%	25%

Subrecipient Management Cost
\$3,413.40

*Cost shares are calculated on a percentage basis. Actual cost share dollar amounts will fluctuate based on final overall project costs.

Conditions:

Macon-Bibb and participating municipalities will update their multi-jurisdictional Hazard Mitigation Plan to meet DMA2K five year update requirements of FEMA. The planning process implemented through this grant must comply with the Local Hazard Mitigation Planning requirements contained in 44 CFR 201. A complete draft plan document must be submitted to the State and our office for review and comment at least 6 months prior to completion of the grant such that any necessary revisions may be made prior to adoption and within the period of performance. The final plan documents must be submitted for review and approval prior to the end of the period of performance of the grant, and FEMA approval must be obtained prior to the grant closeout. The plan must be adopted by the governing body of all participating jurisdictions within 6 months of the initial FEMA final approval, in order for participants to obtain eligibility for application to the State for FEMA mitigation grant programs. Macon-Bibb will follow and adhere to all sections of the Scope of work (See Below), and Milestones listed in the associated grant application. Macon-Bibb will include all HAZUS Level II analysis provided by GEMA/HS in their risk assessment and utilize the information to update their goals, objectives and actions steps.

If Subrecipient Management Costs were awarded by FEMA, these are available to cover grant administration costs, including completion of this agreement and submission of quarterly reports and reimbursement requests. The allowed costs are up to 5% of the budgeted project costs, or the final actual project costs, whichever amount is less.

The subrecipient must provide documentation for reimbursement of management costs that were acquired during the project.

The subrecipient management costs are not part of the total funding of the project and are not

subjected to the local match portion.

These funds are separate and federally funded by FEMA.

Expenditure of subrecipient management costs must adhere to FEMA Policy #104-11-1 Hazard Mitigation Grant Program Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any:

- Indirect costs
- Direct administrative costs, and
- Other administrative expenses associated with a specific project

Administrative costs are expenses incurred by a recipient or a subrecipient in managing and administering the federal award to ensure that federal, state, or tribal requirements are met including:

- solicitation, development, review, and processing of sub-applications
- delivery of technical assistance
- quarterly progress and fiscal reporting
- project monitoring
- technical monitoring
- compliance activities associated with federal procurement requirements
- documentation of quality of work verification for quarterly reports and closeout
- payment of claims
- closeout review and liquidation
- records retention

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

The Interim Policy requires management costs to be obligated in increments sufficient to cover recipient and subrecipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. The table below explains how obligations will be handled by the size of the total subaward (federal share and required non-federal share).

Total Award Amount	Obligation Timeframe
Subrecipient Management Costs for Subaward	
Over \$1 million (Management costs equal to or more than \$50,000)	Subrecipient subawards over \$1 million (or management costs equal to or more than \$50,000) will follow FEMA's Strategic Funds Management (SFM) process. The SFM process may or may not be on an annual obligation cycle and will follow the SFM process described in the FEMA Hazard Mitigation Assistance Guidance (2015). FEMA and the non-federal entities will review the budget and work schedule to ensure that the project supports incremental obligation. FEMA will execute obligations in increments, based on the project meeting an established project milestone schedule, until the project is completed.
\$500,000 - \$1,000,000 (Management costs between \$25,000 and \$50,000)	Subrecipient subawards between \$500,000 - \$1 million (or management costs between \$25,000 - \$50,000) will be obligated by FEMA in increments sufficient to cover recipient and subrecipient needs for no more than one year unless contractual agreements require additional funding. Amount of increments determined based on applicant's management costs budget and schedule.
Under \$500,000 (Management costs under \$25,000)	Subrecipient subawards under \$500,000 (or management costs under \$25,000) can be fully obligated by FEMA at time of award.

FEMA will reimburse management costs based upon actual costs, with 100 percent federal funding up to 5 percent of the HMGP total award amount for Subrecipients. Regardless of when subawards are obligated, if the total amount of the grant award is adjusted for any reason, FEMA will de-obligate management costs that exceed the 5 percent cap for subrecipients based on updated calculations. The Recipient will reconcile subrecipient management costs against actual costs of the total award on a quarterly basis.

Scope of Work

The County will update its existing Multi-jurisdictional Pre-disaster Mitigation Plan according to the requirements of the Disaster Mitigation Act of 2000. This Scope of Work was designed in conformance to FEMA Plan Guidance requirements.

The County agrees to have representatives attend and participate in all GEMA/HS and local level mitigation planning meetings and workshops. The County will coordinate as needed with the GEMA/HS representative to utilize the tools necessary and to ensure that the plan meets the most current Federal regulations. Each county will be required to complete the following: Critical Facility Inventory and basic mapping will be established in the Georgia Mitigation Information System, including running reports by jurisdiction for each identified hazard; GEMA/HS Worksheets 3A for each participating jurisdiction for each identified hazard; high level detail for all mitigation action steps as required by FEMA and GEMA/HS; ensure all “recommended revisions” from their previous FEMA Plan review are addressed in the plan update.

Additionally, the County will ensure the plan update is consistent with the most current requirements from FEMA, including:

➤ Identify all changes to the plan within each section

➤ Update the Planning Process

- List jurisdictions participating in the plan that seek approval.
- Describe the process used to review and analyze each section of plan, as well as process used to determine if a section warranted an update.

➤ Improve the risk assessment

- Address any newly identified hazards that pose a more significant threat than was apparent when previously approved plan was prepared.
- Discuss new occurrences of hazard events and update the probability of future occurrences.
- Incorporate new information where data deficiencies were identified in the previous plan, or if the data deficiencies remain unresolved, explain why they remain unresolved and include a schedule to resolve the issue.
- Include current inventory of existing and proposed buildings, infrastructure, and critical facilities in hazard areas, including existing NFIP repetitive loss structures. The community will determine how far into the future they wish to go in considering proposed buildings and Critical Facilities based on and timed with data gathering phase of their comprehensive plan or land use plan update.
- The loss estimate should be updated to reflect any changes to the hazard profile and/or the inventory of structures. Any changes to analysis methodologies must be noted. Any previously noted data deficiencies should be updated or explained.
- Include a general overview of land uses and types of development occurring within the community and highlight any new and/or relevant information.
- If there are changes in the risk assessment or the vulnerability of the community to the hazards, the information must be attributed to the appropriate jurisdiction(s) or to the whole planning area, whichever applies.
- Continue to use all available tool sets and data as the GMIS is enhanced (for example: repetitive losses...)

➤ Analyze, update, and continue development of Goals, Objectives, and Action Steps

- Use this update as an opportunity for jurisdictions to reconsider the goals and objectives. For goals and actions that remain, the plan must document that they were re-evaluated and deemed valid and effective.
- Goals and objectives shall include the community’s strategy for new or continued NFIP participation. Continue to use the “STAPLEE Criteria” (Social, Technical, Administrative, Political, Legal, Economic, and Environmental), or incorporate the STAPLEE Criteria if not previously used to assess the value of and develop an understanding of the cost effectiveness of mitigation action steps. If actions remain unchanged, the updated plan must indicate why changes are not necessary.
- Shall include evaluation and prioritization for any new mitigation action steps.

➤ Update the Plan Maintenance and Implementation

- Must include an analysis of whether previously approved plan’s method and schedule for monitoring, evaluating, and updating plan worked, and what elements or processes, if any, were changed; and discuss method and schedule to be used over next five years.
- Describe other planning mechanisms or ordinances that this plan will be incorporated into, such as Comprehensive Plans.

➤ Information Dissemination

- Describe how community was kept involved during plan maintenance process over previous five years, within planning process section of plan update.
- Plan maintenance section shall describe how community will involve public during plan maintenance process over next five years.

➤ Adoption and Review

- The plan will be submitted for State review and recommendation prior to adoption.
- Upon recommendation from GEMA/HS, the county and participating municipalities will adopt the plan.
- The adopted plan will be submitted for FEMA review and approval.

EXHIBIT "E"

Date: _____

Macon-Bibb HMGP Progress Payment Request

Instructions: All requests for progress payments must be supported by documentation supporting actual expenditures. Itemize each expenditure below to the fullest detail possible, including a reference to specific sites or elements of work. Attach documentation that supports this progress payment request, such as copies of bills of sale, invoices, receipts, and checks evidencing payment. Do not send originals. Attach a continuation sheet if necessary.

AGREEMENT NUMBER: HMGP-4830-0010

FEMA Project Number: HMGP-4830-0010

SUBRECIPIENT NAME: Macon-Bibb

EMGrants ID. Number: 4830 F#10 S#11

Site Reference or Element of Work	Approved Amount	Previous Payment	Current Request	Description of Documentation Attached in Support of this Payment Request
<u>Fees / Contractor</u>	<u>\$40,000</u>			<u>Invoice</u> Proof of payment (Check, purchase order, etc.)
<u>Labor</u>	<u>\$20,000</u>			<u>Labor Expense Sheet</u>
		(from continuation sheet attached) SUBTOTAL		
		TOTAL		
		Less Subrecipient Share (25%)		
		NET AMOUNT REQUESTED		

Under penalty of perjury, I certify that to the best of my knowledge the data above is correct and that all outlays were made in accordance with the grant conditions, comply with procurement regulations contained within the 2 CFR, Part 200, and that payment is due and has not been previously requested. I am familiar with Section 317 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

Signature of Subrecipient's Authorized Representative (and printed name)

EXHIBIT "F"
COMPLAINT VERIFICATION FORM

**INSERT CURRENT
COMPLAINT VERIFICATION FORM**



THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

Language Access Plan 2022

Purpose

The intent of this Language Access Plan (the Plan) is to ensure the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) is prepared to address its responsibilities as a recipient of Federal Financial Assistance as they relate to the needs of individuals with limited English language skills. The Plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 200d, *et seq.*, and Executive Order 13166, to follow when providing services to, or interacting with, individuals who have limited English proficiency (LEP). Following these guidelines is essential to the success of our mission to protect life and property against man-made and natural disasters by directing the State's efforts in the areas of prevention, preparedness, mitigation, response, and recovery.

GEMA/HS is a recipient of federal funds for a portion of its programs and, thus, obligated to reduce language barriers that can preclude Meaningful Access by LEP persons to GEMA/HS programs and GEMA/HS' Subrecipients' programs. GEMA/HS has prepared this Language Access Plan, which defines the actions to be taken to ensure Meaningful Access to Agency services, programs, and activities on the part of persons who have LEP.

Authority

Title VI of the Civil Rights Act of 1964

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, provides that no person shall "on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Financial Assistance."

Section 602 authorizes and directs federal agencies that are empowered to extend Federal Financial Assistance to any program or activity "to effectuate the provisions of [section 601] * * * by issuing rules, regulations, or orders of general applicability." 42 U.S.C. 2000d-1.

Executive Order 13166

Executive Order 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency," authorizes the implementation of regulations afforded by Title VI of the Civil Rights Act of 1964. Executive Order 13166 ensures LEP persons have Meaningful Access to federally conducted and funded programs and activities. This protection requires that LEP persons be provided an equal opportunity to benefit from services that are normally provided in English. Executive Order 13166 requires that federal agencies create plans for ensuring that their own activities also provide Meaningful Access for persons who are LEP.

Definitions

Beneficiary: The ultimate consumer of federally funded programs who receives benefits from a federally funded recipient.

Bilingual: A person competent in two languages in equal aptitude in either oral or written form is considered bilingual.

Customer: Any individual or organization communicating with a GEMA/HS program.

GEMA/HS LAP Coordinator: GEMA/HS employees that collectively work together as the LAP Coordinator.

Federal Financial Assistance: Grants, loans, and advances of federal funds, the grant or donation of federal property and interests in property, or any other assistance as specified in 24 CFR Part I § 1.2(e).

Focus Languages: Languages, specifically Chinese, Korean, Spanish, and Vietnamese, identified through the Four-Factor Analysis as having a sufficient level of prevalence amongst LEP individuals in Georgia to warrant statewide efforts for written translations of vital documents.

Interpretation: The act of listening to a communication in one language (source language) and orally converting it to another language (target language) while retaining the same meaning.

Language Access Plan (LAP): A written implementation plan that addresses identified needs of the LEP persons served.

Language Assistance Services: Oral and written language services needed to assist LEP individuals to communicate effectively with staff, and to provide LEP individuals with Meaningful Access to, and an equal opportunity to participate fully in, the services, activities, or other programs administered by GEMA/HS.

Limited English Proficient (LEP) Individuals: Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English because of their national origin. For purposes of Title VI and the LEP Guidance, persons may be entitled to language assistance with respect to a particular service, benefit, or encounter. (HUD LEP Guidance). LEP individuals may be competent in English for certain types of communication (e.g., speaking or understanding), but still demonstrate LEP for other purposes (e.g., reading or writing).

Meaningful Access: LEP individuals' accurate, timely, and effective participation in, or benefit from, federally funded programs that is meaningfully equivalent to that of non-LEP individuals, at no cost to the LEP individual.

Multilingual staff or employee: A staff person or employee who has demonstrated fluency in English and reading, writing, speaking, or understanding at least one other language as authorized by his or her Division.

Primary Language: An individual's primary language is the language in which an individual most effectively communicates.

Recipient: Qualified applicants in compliance with 24 CFR §1.2(f) who are awarded Federal Financial Assistance. The Voluntary Compliance Agreement defines Recipient as "the meaning specified at 24 CFR §1.2(0)." 24 CFR §1.2(f) defines Recipient as "any State, political subdivision of any State, or instrumentality of any State or political subdivision, any public or private agency, institution, organization, or other entity, or any individual, in any State, to whom Federal Financial Assistance is extended, directly or through another recipient, for any program or activity, or who otherwise participates in carrying out such program or activity (such as a redeveloper in the Urban Renewal Program), including any successor, assign, or transferee thereof, but such term does not include any ultimate beneficiary under any such program or activity."

Subrecipient: Any public or private agency, institution, organization, or other entity to whom Federal Financial Assistance is extended, through GEMA/HS for any program or activity, or who otherwise participates in carrying out such program or activity, but such term does not include any Beneficiary under any such program.

Translation: The replacement of written text from one language (source language) into an equivalent written text in another language (target language).

Policy

GEMA/HS complies with all federal statutes and regulations in the administration of federally funded programs. Through the Plan, GEMA/HS will take timely and reasonable steps to provide LEP persons with Meaningful Access to programs and activities conducted by GEMA/HS and its Subrecipients. Access to GEMA/HS programs and services should not be impeded as a result of an individual's inability to speak, read, write, or understand English. GEMA/HS will review and update its LEP Four-Factor Analysis at least every five years.

The Plan requires communication of information contained in vital documents involving emergency services to all people in the state of Georgia. All interpreters, translators, and other aids needed to comply with the Plan shall be provided without cost to the person being served and will be informed of the availability of such assistance free of charge. Language assistance will be provided through the use of competent bilingual interpreters, contracts, or formal arrangements with local organizations providing interpretation or translation services, or technology and telephonic interpretation services. All GEMA/HS employees will be provided notice of the Plan, and GEMA/HS employees that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

GEMA/HS will train staff, contractors, and Subrecipient administrators (program administrators who are expected to conduct a Four-Factor Analysis and other efforts described within this LAP), and local government officials on procedures to implement and continuously monitor and evaluate the implementation of LAPs in the state of Georgia.

Pursuant to the requirements of Title VI, Subrecipients of federal funds received through an administration grant/award made by GEMA/HS are also required to make reasonable efforts to provide timely, Meaningful Access for LEP persons to programs and activities. In order to do so, Subrecipients should first conduct an assessment to determine the need for language assistance within their service area. This is accomplished by conducting the Four-Factor Analysis, which is described in the Plan. After completion of the Four-Factor Analysis, the Subrecipients will understand the languages spoken by LEP persons in their service area and can determine how to provide needed language assistance.

Based upon the findings of the Four-Factor Analysis, and when deemed necessary, the Sub-Recipients should prepare a Language Access Plan addressing the Subrecipient's plan for ensuring Meaningful Access to programs and activities for LEP persons. A Subrecipient may conclude that different language assistance measures are sufficient for the different types of programs or activities in which it engages. For instance, a Subrecipient may determine that certain activities are more important and/or have greater impact on or contact with LEP persons, and thus such programs or activities require enhanced language assistance.

Subrecipients are also required to select an individual responsible for coordination of LEP compliance, train staff involved in programs and activities on LEP requirements, keep records of assistance provided and actions taken, and update the Four-Factor Analysis and LAP, as needed. GEMA/HS will monitor all Subrecipients to ensure LEP individuals receive Meaningful Access to GEMA/HS federally funded programs.

Four Factor Analysis

In developing the Plan, GEMA/HS used the Four Factor LEP analysis, which considers the following:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by GEMA/HS programs, activities, or services in the state of Georgia;
2. The frequency with which LEP individuals come in contact with GEMA/HS programs, activities or services;
3. The nature and importance of the program, activity or service provided to the LEP population; and
4. The resources available to GEMA/HS and the overall cost to provide assistance.

Factor 1: Number or proportion of LEP persons eligible to be served or likely to be encountered by GEMA/HS programs, activities, or services.

GEMA/HS used the U.S. Census Bureau’s American Community Survey (ACS), 2020: ACS 5-Year Estimates Data Profile of Georgia to determine the number of LEP persons throughout the State. Based on the data provided, GEMA/HS considers individuals who speak English less than “very well” as LEP persons. According to the ACS data, the state of Georgia has a total population of 9,864,494 persons five years old and older. Of the 9,864,494 persons, the ACS estimates that 536,491 persons or 5.44 percent of the State’s population are LEP.

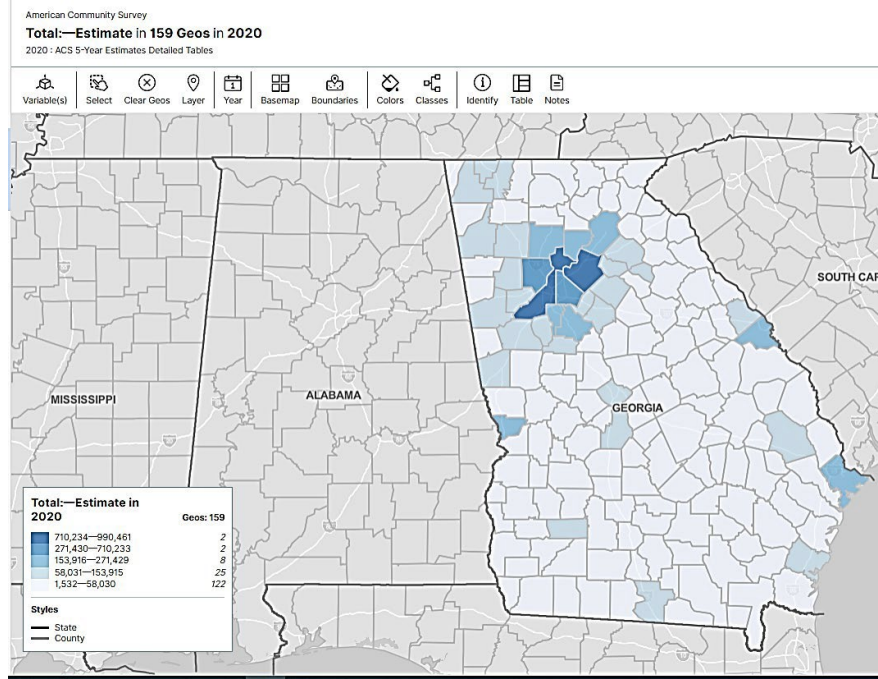
MOST COMMON LANGUAGES SPOKEN AT HOME

	Total Number of speakers	Number who speak English less than “very well”	Percent of total population who speak English less than “very well”
Total population 5 years and over	9,864,494	536,491	5.44%
Spanish	781,103	332,566	3.37%
Korean	47,879	24,252	0.25%
Vietnamese	52,832	32,588	0.33%
Chinese (incl. Mandarin, Cantonese)	51,251	25,814	0.26%
Arabic	20,010	6,025	0.06%
French, Haitian, or Cajun	53,999	11,186	0.11%
German or other West Germanic languages	27,898	3,488	.04%
Russian, Polish, or other Slavic languages	28,301	9,171	

Source: U.S. Census Bureau, 2020 American Community Survey (Table C16001 5 year estimate)

2020 ACS 5-Year Estimates Detailed Tables for 159 Counties in Georgia

Languages Spoken at Home for the Population 5 Years and Over



Source: [U.S. Census Bureau, 2020 American Community Survey \(Table C16001 5 year estimate\)](#)

COUNTIES WITH HIGHEST CONCENTRATION OF LEP PERSONS

	Total population (>age 5)	LEP population (number)	LEP population (percent)
Georgia	9,864,494	536,491	5.44%
Fulton County	990,461	49,465	5.00%
Gwinnett County	865,453	133,239	15.40%
DeKalb County	702,759	58,543	8.33%
Cobb County	710,233	49,527	6.97%
Muscogee County	181,372	4,258	2.35%
Chatham County	271,429	9,517	3.50%
Hall County	188,380	24,750	13.14%
Cherokee County	238,875	11,768	4.93%
Henry County	216,771	8,038	3.71%
Clayton County	265,889	24,413	9.18%
Richmond County	188,446	3,767	2.00%
Bartow County	99,540	3,219	3.23%
Forsyth County	222,422	13,626	6.13%
Floyd County	91,953	4,632	5.04%
Paulding County	153,915	2,823	1.83%

Coweta County	137,185	4,339	3.16%
Douglas County	136,211	6,480	4.76%
Troup County	65,591	1,186	1.81%
Rockdale County	84,942	4,714	5.55%
Walton County	87,651	1,694	1.93%
Jackson County	65,919	2,223	3.37%
Barrow County	75,774	4,407	5.82%
Clarke County	120,443	5,949	4.94%
Fayette County	108,463	3,994	3.68%
Spalding County	61,990	851	1.37%
Newton County	102,864	2,202	2.14%
Carroll County	111,220	3,567	3.21%
Lowndes County	108,509	2,127	1.96%
Dougherty County	82,900	1,076	1.30%
Glynn County	80,176	2,437	3.04%
Bulloch County	73,268	1,306	1.78%
Walker County	65,478	403	0.62%
Whitfield County	97,331	13,367	13.73%
Catoosa County	63,441	939	1.48%
Columbia County	144,458	4,931	3.41%
Bibb County	142,913	2,909	2.03%
Houston County	145,032	4,365	3.01%

Factor 2: Frequency with which LEP individuals come in contact with programs, activities, or services.

GEMA/HS is the lead agency when disasters strike, meaning that GEMA/HS employees are at the front line of responding to emergencies and coordinating preparedness and recovery efforts. GEMA/HS directs the recovery efforts by the State and helps connect locals to the nonprofit organizations that want to offer assistance. Many of these organizations provide emergency housing and shelter, access to transportation, food banks, childcare services, and public health programs, as well as long-term housing and support. Therefore, as the leaders of recovery efforts, our Agency is responsible for properly understanding the needs of the community and making sure the necessary resources are being deployed. To accomplish this function, GEMA/HS employees must have resources available to communicate with the population in need by having interpreter services readily available. Therefore, any information GEMA/HS posts regarding Federal Financial Assistance must be disseminated and accessible to diverse racial, ethnic, and LEP populations.

GEMA/HS encourages all Subrecipients, organizations, and community leaders to regularly engage with the communities they serve, especially those that are LEP. GEMA/HS' goal is to foster relationships with community-based organizations and local service offices, like legal aid,

which have a more established relationship with underserved communities, like LEP persons, to disseminate resources and information.

GEMA/HS anticipates increased contact with LEP persons as natural disasters become more prevalent, emergency situations more frequently arise, and the minority populations within the state of Georgia continues to grow. Given this likely outcome, GEMA/HS must make all necessary preparations to develop products that non-English speakers can read and understand.

Factor 3: The nature and importance of the program, activity or service provided to the LEP population.

In general, after a disaster the affected constituency relies heavily on GEMA/HS to lead them to resources, programs, and benefits. GEMA/HS must ensure LEP persons have equitable contact with these resources, programs, and benefits. Therefore, during post-disaster recovery GEMA/HS will work with the hired consultant to encourage affected counties to identify language services during the planning process so that LEP persons in concentrated areas of a county are not experiencing denial or delay of access to services.

Factor 4: The resources available to GEMA/HS and the overall cost to provide assistance.

GEMA/HS will take all reasonable steps to ensure Meaningful Access to LEP persons when preparing and planning for disaster events and after such events occur. Reasonable steps include working with local LEP community organizations, key stakeholders, and other government agencies to assist with language assistance. GEMA/HS will also leverage existing relationships with community organizations, including faith-based service groups, community associations, and service nonprofits in GA Voluntary Organizations Active in Disaster.

GEMA/HS will maintain LEP maps so that the Agency is consistently updating language materials that reflect the most prevalent languages spoken in areas affected by disasters. The Agency intends to research ethnic centers and venues diverse communities visit so that recovery and benefit information reaches LEP populations. GEMA/HS will utilize its public platforms to post guidance and public service announcements in non-English languages.

Before, during, and after a disaster, GEMA/HS will coordinate with non-English media—in TV, print, and radio, as well as through online platforms and social media—to assist with sharing information to LEP populations.

Complaint Procedures

An employee, client, customer, program participant, or consumer of GEMA/HS or of a GEMA/HS Subrecipient may submit an LEP complaint concerning the implementation or administration of any GEMA/HS program, activity, or service. Any such individual has the right, and is encouraged, to file a written complaint with the Federal Emergency Management Agency's (FEMA) Office of Equal Rights (OER), the DHS's Office for Civil Rights and Civil Liberties (CRCL), or GEMA/HS.

1. If the complaint involves FEMA programs and activities, and programs and activities conducted by FEMA grant recipients, the complaint may be sent directly to FEMA OER by calling FEMA at 202-212-3535 and press 1 for Civil Rights, sending an email to FEMACivilRightsOffice@fema.dhs.gov, or by sending a written explanation to the FEMA OER.

The written explanation should be sent to:

FEMA's Office of Equal Rights
Civil Rights Section
500 C Street, SW
Room 4SW-0915
Washington, D.C. 20472

2. LEP complaints can also be sent to the DHS's Office for CRCL. There are three submission methods available. One method for submitting the complaint is via email: CRCLCompliance@hq.dhs.gov. A second available method is fax: 202-401-4708. The complaint may also be sent via mail to the following address:

U.S. Department of Homeland Security
Office for Civil Rights and Civil Liberties
Compliance Branch
245 Murray Lane, SW
Building 410, Mail Stop #0190
Washington, D.C. 20528

3. Additionally, LEP complaints can be sent directly to GEMA/HS. A complaint form can be downloaded from GEMA/HS' website and submitted by email to: language.access.coordinator@gema.ga.gov.

The completed form may also be sent to:

The Georgia Emergency Management and Homeland Security Agency
Language Access Coordinator
935 United Avenue SE
Atlanta, Georgia 30316

Language Assistance and Interpretation Services

GEMA/HS will improve its ability to identify LEP persons needing language assistance by:

1. Posting notice of the Plan and the availability of interpretation or translation services free of charge in languages LEP persons would understand at initial points of contact. GEMA/HS will display the language identification "I SPEAK" cards in all GEMA/HS offices and when traveling to any county or city when responding to an emergency or disaster.

2. All GEMA/HS field coordinators and front-facing staff will also be provided with “I Speak” cards to assist in identifying the language interpretation needed if the occasion arises.
3. All city staff will be informally surveyed periodically on their experience and frequency concerning any contacts with LEP persons during the previous year.

GEMA/HS will provide an opportunity for LEP persons to request an interpreter. Qualified foreign language interpreters will be provided by GEMA/HS, as needed. Whether or not an interpreter is used, there will always be information sheets available at headquarters, incident command centers, and at any point of contact GEMA/HS has with the community. These information sheets should always include questions and answers concerning the need for an interpreter. GEMA/HS will maintain a list of qualified interpreters or companies it contracts with to provide such interpreters. A qualified interpreter, which may include GEMA/HS personnel, means an interpreter who can interpret effectively, accurately, and impartially, using any specialized vocabulary.

Training

1. GEMA/HS will provide periodic training for all employees regarding:
 - a. Implementing the Plan’s procedures;
 - b. Understanding the requirements of Title VI of the Civil Rights Act, Executive Order 13166, and updates to federal guidance on LEP;
 - c. Locating and contacting language assistance services for GEMA/HS programs and Subrecipients’ programs, as needed;
 - d. Using “I Speak” cards and training Subrecipients to use them;
 - e. Preparing and testing communication strategies to ensure evacuation announcements and critical communications reach LEP populations;
 - f. Recording and responding to LEP complaints; and
 - g. Researching and updating population information so that GEMA/HS can best serve the current Georgia population.
2. GEMA/HS will facilitate LEP training for Subrecipients. Such training may be arranged:
 - a. In conjunction with grant management training;

- b. Online through the GEMA/HS website;
- c. At the request of the Subrecipient; or
- d. As a result of a grant program review.

Notification

GEMA/HS will post the Plan on the GEMA/HS website to notify all interested parties of the appropriate procedures for addressing complaints of discrimination concerning the implementation or administration of any program, activity, or service receiving Federal Financial Assistance from FEMA or DHS.

Complaint Procedures

GEMA/HS Procedures for Processing Complaint

1. A group of GEMA/HS employees will collectively act as the Language Access Coordinator for processing complaints made by individuals who believe they have been denied the benefits associated with this Plan.
2. If an employee, client, customer, program participant, or consumer of GEMA/HS or of a GEMA/HS Subrecipient contacts a GEMA/HS employee and wishes to file a complaint against GEMA/HS or a GEMA/HS Subrecipient concerning the implementation or administration of GEMA/HS any program, activity, or service involving the benefits of the Plan, the GEMA/HS employee shall instruct the complainant to file the complaint in writing, in accordance with the procedures above.
3. Any GEMA/HS employee receiving such a complaint submitted directly to GEMA/HS, and any GEMA/HS employee wishing to submit such a complaint directly to GEMA/HS, shall route it to the Language Access Coordinator. If the complaint is against an employee of GEMA/HS, the complaint shall be forwarded to the Language Access Coordinator.
4. For any complaint received by the Language Access Coordinator that is submitted directly to GEMA/HS, the Language Access Coordinator shall provide written acknowledgment of the complaint to the complainant.
5. The Language Access Coordinator shall refer the complaint to the appropriate entity, which may include the Georgia Office of the Attorney General, the OER, or the CRCL. If the Georgia Office of the Attorney General either is the agency about which the complaint is filed or has a conflict, the complaint shall be referred to the OER or CRCL, as appropriate.

6. Notwithstanding paragraph 5, for any LEP complaint concerning the implementation or administration of any program, activity, or service receiving Federal Financial Assistance from FEMA or DHS, GEMA/HS shall notify the OER or CRCL, as appropriate, in writing of the following:
 - a. Name of complainant;
 - b. Entity named in the complaint;
 - c. Description of the LEP complaint;
 - d. Steps being undertaken to investigate and resolve complaint; and
 - e. Interpretation resources to address the information or benefits the LEP person needed but did not receive.

In addition, GEMA/HS shall notify the complainant that they may file a complaint directly with the OER or CRCL, as appropriate, at the following address or using one of the electronic submission methods described above:

FEMA's Office of Equal Rights
Civil Rights Section
500 C Street, SW
Room 4SW-0915
Washington, D.C. 20472

U.S. Department of Homeland Security
Office for Civil Rights and Civil Liberties
Compliance Branch
245 Murray Lane, SW
Building 410, Mail Stop #0190
Washington, D.C. 20528

Monitoring Language Needs and Implementation

GEMA/HS will continuously monitor and track changes in LEP populations, including what regions might require new language training services and what non-English languages are increasing throughout the population of Georgia. As part of a grant program review, GEMA/HS staff will review the Subrecipients' procedures for adequately providing language assistance to LEP persons. If the procedures do not exist, or are found to need improvement, GEMA/HS staff will send those findings to Subrecipient. At a minimum, the Subrecipient's response procedures should include:

- a. Acknowledge complaint receipt to complainant in writing;
- b. Indicate which external agency the complaint is forwarded to for investigation;
- c. Comply with the appropriate timeframe by which to forward complaint;
- d. Notify GEMA/HS of complaint; and

- e. Notify complainant that a complaint of discrimination may be filed directly with the OER, CRCL, or GEMA/HS, and where to locate those procedures.

Additional Resources:

- **Georgia Department of Human Services (DHS)**
Contact the Limited English Proficiency / Sensory Impairment (LEP/SI) Program
Fax: (404) 657-1123
lepsi@dhs.ga.gov
2 Peachtree Street N.W.
Suite 29-103
Atlanta, GA 30303
- **Georgia Department of Community Affairs**
Attn: Christy Barnes, DCA LAP Coordinator
DCA 504 Coordinator
60 Executive Park South, N.E.
Atlanta, Georgia 30329-2231
fairhousing@dca.ga.gov
404-679-5291
https://www.dca.ga.gov/sites/default/files/dca_lap.pdf
- **iSpeak ATL**
<https://www.welcomingatlanta.com/ispeakatl/>
Mayor's Office of Immigrant Affairs
Suite 2400
55 Trinity Ave SE
Atlanta GA 303016
Email: ispeakATL@atlantaga.gov
- Interpreters Unlimited (In person only – 800-726-9891)
- Language Line Services (Telephonic or recording – 800-752-6096)
- LATN, Inc. (In-person or telephonic – 800-943-5286)
- Peach State Health Plan Interpreter & Translation Services
- Contractor Listing for Translation and Interpretation Services
- Contractor Listing for Linguistic Training and Education Services
- American Association of Language Specialists
- American Translators Association
- Federal LEP Website

Appendix 1: I Speak Card

I Speak...

Language Identification Guide

A

Amharic
አኔ አማራጽ ነው ምናልባት.

Arabic
أنا أتحدث اللغة العربية

Armenian
Ես խոսում եմ հայերեն

B

Bengali
আমি বাংলা কথা বলতে পারি

Bosnian
Ja govorim bosanski

Bulgarian
Аз говоря български

Burmese
ကျွန်တော်/ကျွန်မ မြန်မာလို ပြောတတ်ပါတယ်

C

Cambodian
ខ្ញុំនិយាយភាសាខ្មែរ

Cantonese
我講廣東話 (Traditional)
我讲广东话 (Simplified)

Catalan
Parlo català

Croatian
Govorim hrvatski

Czech
Mluvim česky

D

Danish
Jeg taler dansk

Dari
من دری حرف می زنم

Dutch
Ik spreek het Nederlands

E

Estonian
Ma räägin eesti keelt

F

Finnish
Puhun suomea

French
Je parle français

G

German
Ich spreche Deutsch

Greek
Μιλώ τα ελληνικά

Gujarati
હું ગુજરાતી બોલું છું

H

Haitian Creole
M pale kreyòl ayisyen

Hebrew
אני מדבר עברית

Hindi
मैं हिंदी बोलता हूँ।

Hmong
Kuv has lug Moob

Hungarian
Beszélék magyarul

I

Icelandic
Ég tala íslensku

Ilocano
Agsanak ti Ilokano

Indonesian
saya bisa berbahasa Indonesia

Italian
Parlo italiano

J

Japanese
私は日本語を話す

K

Kachchiquel
Quin chagüic ká chábal'ruin'ri

Korean
한국어 합니다

Kurdish
man Kurdîi zaanim

Kurmanci
man Kurmanjîi zaanim

L

Laotian
ຂ້ອຍປາກົດພາສາລາວ

Latvian
Es runāju latviski

Lithuanian
Aš kalbu lietuviškai

M

Mam
Bán chiyola tuj kiyol mam

Mandarin
我講國語 (Traditional)
我讲国语/普通话 (Simplified)

Mon
အဲဒီအတိုင်း

N

Norwegian
Jeg snakker norsk

P

Persian
من فارسی صحبت می کنم

Polish
Mówię po polsku

Portuguese
Eu falo português do Brasil (for Brazil)
Eu falo português de Portugal (for Portugal)

Punjabi
ਮੈਂ ਪੰਜਾਬੀ ਬੋਲਦਾ/ਬੋਲਦੀ ਹਾਂ।

Q

Qanjobal
Ayin ti chí wal q' anjob' al

Quiche
In kinch'aw k'u'in ch'e quiche

R

Romanian
Vorbesc românește

Russian
Я говорю по-русски

S

Serbian
Ja говорим српски

Sign Language
I, ME SIGN, YOU LANGUAGE

Slovak
Hovorim po slovensky

Slovenian
Govorim slovensko

Somali
Waxaan ku hadlaa af Soomaali

Spanish
Yo hablo español

Swahili
Ninaongea Kiswahili

Swedish
Jag talar svenska

T

Tagalog
Marunong akong mag-Tagalog

Tamil
நான் தமிழ் பேசுவேன்

Thai
พูดภาษาไทย

Turkish
Türkçe konuşurum

U

Ukrainian
Я розмовляю українською мовою

Urdu
میں اردو بولتا ہوں

V

Vietnamese
Tôi nói tiếng Việt

W

Welsh
Dwi'n siarad

X

Xhosa
Ndithetha isiXhosa

Y

Yiddish
איך רעד יידיש

Yoruba
Mo nso Yooba

Z

Zulu
Ngiyaxikhluma isiZulu

Executive Order 13166 requires DHS to take reasonable steps to provide meaningful access to its programs and activities for persons with limited English proficiency and - as also required by Title VI of the Civil Rights Act of 1964 - to ensure that recipients of federal financial assistance do the same.

I Speak is provided by the Department of Homeland Security Office for Civil Rights and Civil Liberties (CRCL). Other resources at www.lep.gov

Contact the DHS Office for Civil Rights and Civil Liberties' CRCL Institute at CRCLTraining@dhs.gov for digital copies of this poster or a "I Speak" booklet.

Download copies of the DFIS LEP plan and guidance to recipients of financial assistance at www.dhs.gov/crcl



Homeland Security



Georgia Emergency Management and Homeland Security Agency

LIMITED ENGLISH PROFICIENCY COMPLAINT FORM

The purpose of this document is to help you file a Limited English Proficiency (LEP) complaint concerning the implementation or administration of any program, activity, or service receiving federal financial assistance, whether within the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) or a sub-recipient. This document is not intended to be used for complaints about employment with GEMA/HS. You are not required to use this document to file a complaint; a letter with the same information is sufficient. However, if you file a complaint by letter, you should include the same information that is requested herein.

1. Information about the person who is filing the LEP complaint:

Name: _____
First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: _____ Home: _____ Work: _____

Mailing Address: _____
P.O. Box or Street Address City State Zip Code

Email (Optional): _____

2. Information about the person(s) who failed to properly provide information to the LEP person:

Name: _____
First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: _____ Home: _____ Work: _____

Mailing Address: _____
P.O. Box or Street Address City State Zip Code

3. Information about the agency or organization involved:

Name: _____

Phone #: _____

Mailing Address: _____
P.O. Box or Street Address City State Zip Code

4. Are there other individuals or organizations involved in this LEP complaint?

- ☐ Yes
☐ No

If yes, please provide their name, telephone number, and address below:

Name: _____

Phone #: _____

Mailing Address: _____
P.O. Box or Street Address City State Zip Code

5. Describe the nature of the interaction and any suspected violations:

6. Explain in detail what happened, when, and how the person(s) or entity denied meaningful access to a GEMA/HS or sub-recipient service, activity, program, or other benefit.

7. What other information do you think might be helpful to an investigation?

8. Please list below any persons (witnesses, people involved, or others) who have direct knowledge of the situation that might be able to provide information to support or clarify the complaint:

Name: _____

Phone #: _____

Mailing Address: _____
P.O. Box or Street Address City State Zip Code

9. Have you or others filed a case or complaint regarding this allegation with any of the following?

- ☐ Office of Equal Rights, Federal Emergency Management Agency
- ☐ Office for Civil Rights and Civil Liberties, U.S. Department of Homeland Security
- ☐ U.S. Equal Employment Opportunity Commission
- ☐ Other Federal Agency
- ☐ Federal or State Court
- ☐ Other State of Georgia Agency, Authority, or Office
- ☐ Other: _____

10. Issues with:

- ☐ Spanish (Español)
- ☐ Chinese 中国人
- ☐ Korean 한국어
- ☐ Vietnamese Tiếng Việt
- ☐ French (Français)
- ☐ Arabic ىبرء ☐
- ☐ Lack of signs informing the public of interpretation and translation
- ☐ Lack of forms/materials/notices in a language I can understand
- ☐ I was not offered an interpreter
- ☐ I asked for an interpreter and was denied
- ☐ Lack of bilingual personnel, so delay in services
- ☐ The interpreter's skills were not good
- ☐ I was unable to use the services, programs, or activities

11. Information about the person filing this complaint, if the complaint is being submitted on behalf of another:

Name: _____
First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: _____ Home: _____ Work: _____

Mailing Address: _____
P.O. Box or Street Address City State Zip Code

Email (Optional): _____

Signature: _____ **Date:** _____

You may submit the form by email to language.access.coordinator@gema.ga.gov.

Or send via U.S. Mail to the following address:

Georgia Emergency Management and Homeland Security Agency
Attention: Language Access Coordinator
P.O. Box 18055
Atlanta, Georgia 30316



THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

Responding to Discrimination Complaints Relating to Federal Grant Programs

2022

Purpose

The intent of this policy is to ensure that subrecipients which receive grant funds from the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) do not discriminate against any client, customer, program participant, employee, or consumer based on race, color, religion, sex, national origin, age, English proficiency, or physical or mental disability. This policy establishes the procedures for GEMA/HS employees to follow when they receive or wish to make a complaint alleging discrimination concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the U.S. Department of Justice (DOJ) or the U.S. Department of Homeland Security (DHS), whether within GEMA/HS or a subrecipient.

Post Office Box 18055 • Atlanta, Georgia 30316-0055
(404) 635-7200 • Toll Free in Georgia 1-800-TRY-GEMA • gema.ga.gov

Complying with Laws and Policies that Prohibit Discrimination

GEMA/HS shall comply with all applicable federal and state laws, rules, and regulations prohibiting discrimination. GEMA/HS shall appropriately address all complaints from any person who believes that a GEMA/HS subrecipient has discriminated against them in violation of federal and/or state law or regulation in the delivery of services or benefits.

Policy

All employees, job applicants, clients, customers, program participants, and consumers of GEMA/HS and its subrecipients shall be treated equally regardless of race, color, religion, national origin, age, English proficiency, or physical or mental disability, sexual orientation, or gender identity.

Individuals have the right to participate in programs, activities, and services operated by GEMA/HS and its subrecipients without discrimination. Statutes and regulations that apply include, but are not limited to, the following:

1. Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in the delivery of services (42 U.S.C. § 200d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C and D, and DHS implementing regulations at 6 C.F.R. Part 21 and 44 C.F.R. Part 7;
2. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. § 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
3. Titles I, II, and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. § 12101-12213 and § 12131-34), and the DOJ implementing regulations at 28 C.F.R. Part 35;
4. Title IX of the Education Amendments of 1972, which prohibit discrimination on the basis of sex in educational programs (20 U.S.C. § 1681), the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D and 28 C.F.R. Part 54, and the DHS implementing regulations at 6 C.F.R. Part 17 and 44 C.F.R. Part 19;
5. The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. § 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I;
6. Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services

in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. §3601);

7. The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (34 U.S.C. §10228(c), see also 34 U.S.C. §11182(b)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
8. The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using DOJ funding on inherently religious activities (28 C.F.R. Part 38);
9. The Victims of Crime Act (VOCA) of 1984, which prohibits discrimination based on race, color, religion, national origin, handicap, or sex (34 U.S.C. §20110(e));
10. The Violence Against Women Act (VAWA) of 2013, which prohibits discrimination on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability (34 U.S.C. §12291(b)(13));
11. The DHS regulation, which prohibits discrimination based on religion in social service programs (6 C.F.R. Part 19);
12. Executive Order 13166, “Improving Access To Services For Persons With Limited English Proficiency”, which requires Federal agencies to develop and implement a plan to provide services to those persons with limited English proficiency (LEP) to ensure meaningful access to programs and activities conducted by those agencies;
13. Georgia’s Fair Employment Practices Act of 1978, found at O.C.G.A. § 45-19-29, et seq., which prohibits public employers with 15 or more employees from engaging in discrimination on account of an individual’s race, color, religion, sex, age, national origin, or disability;
14. Georgia’s Sex Discrimination in Employment Act of 1966, found at O.C.G.A. § 34-5-1, et seq., which mimics the Equal Pay Act of 1963, in that it prohibits discrimination between employees in the same establishment, on the basis of sex, in their compensation for comparable work;
15. Georgia’s General Age Discrimination Law of 1971, found at O.C.G.A. § 34-1-2, which makes it a criminal misdemeanor to discriminate against any person between the ages of 40 and 70 years, solely upon the ground of age, when the reasonable demands of the position do not require such an age distinction. The individual must be qualified physically, mentally, and by training and experience to perform satisfactorily the labor assigned to him or her for which he or she applies;

16. Georgia's Equal Employment for Persons with Disabilities Code of 1981, found O.C.G.A. § 34-6A-1, et seq., which mimics the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, as amended, in that it prohibits discrimination because of an individual's disability with respect to wages, rates of pay, hours, or other terms and conditions of employment because of such person's disability unless such disability restricts that individual's ability to engage in the particular job or occupation for which he or she is eligible. The Code has no administrative prerequisites to filing suit; and
17. Atlanta Ordinance No. 2000-79, § 1, which applies to employers located within the City of Atlanta with ten or more employees. The Ordinance prohibits employment discrimination based on race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, or disability.

Definitions

Complaint Coordinator: A person or persons designated by GEMA/HS to ensure that received complaints are acted upon in a timely manner.

Discrimination: The treatment or consideration of, or making a distinction in favor of or against, a person based on the person's legally recognized protected category (including race, color, national origin, gender, age, sexual orientation, gender identity, religion, English proficiency, or disability) to which that person belongs rather on individual merit. There are various federal and state laws and rules that further describe the specific types of discrimination.

Retaliation: The act of harassing, threatening, demoting, firing, or otherwise negatively targeting a complainant as a direct result of the complainant opposing unlawful discrimination.

Subrecipient: A non-Federal entity that receives a grant sub-award from GEMA/HS to carry out part of a Federal program. A subrecipient does not include an individual that is a beneficiary of such a program.

Complaint Procedures

An employee, client, customer, program participant, or consumer of GEMA/HS or of a GEMA/HS subrecipient may submit a complaint of discrimination concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the DOJ or DHS on behalf of him/herself or on behalf of another. Any such individual has the right, and is encouraged, to file a written complaint with the Office for Civil Rights in the DOJ (OCR), the DHS's Office for Civil Rights and Civil Liberties (CRCL), or GEMA/HS.

1. If the relevant federal grant is funded by the DOJ, the complaint may be sent directly to the OCR using the *Complaint Verification Form* and *Identity Release Statement*, which are available at: <https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>.

The completed forms should be sent to:

Office for Civil Rights Office of
Justice Programs
U.S. Department of Justice 810
Seventh Street NW Washington,
D.C. 20531

2. If the relevant federal grant is funded by the DHS, the complaint may be sent directly to the DHS's Office for CRCL. There are three submission methods available. One method for submitting the complaint is via email: CRCLCompliance@hq.dhs.gov. A second available method is fax: 202-401-4708. The complaint may also be sent via mail:

U.S. Department of Homeland Security Office for
Civil Rights and Civil Liberties Compliance Branch
245 Murray Lane, SW Building 410,
Mail Stop #0190
Washington, D.C. 20528

3. For federal grants funded by either DOJ or DHS, the complaint may also be submitted directly to GEMA/HS. A complaint form can be downloaded from GEMA/HS' website and submitted by email to: Grantscomplaintcoordinator@gema.ga.gov. The completed form may also be sent to:

The Georgia Emergency Management and Homeland Security Agency
Grants Complaint Coordinator
935 United Avenue SE
Atlanta, Georgia 30316

Additional Agencies for Filing Discrimination Complaints

In addition to the option for filing a discrimination complaint with GEMA/HS, the OCR, or the CRCL, discrimination complaints may be filed directly with a court, as well as the following state and federal administrative agencies, whose function is to enforce state and federal laws that prohibit discrimination:

- Equal Employment Opportunity Commission (EEOC)
<http://www.eeoc.gov/employees/charge.cfm>
- Georgia Commission on Equal Opportunity (GCEO)
<https://gceo.georgia.gov/>

GEMA/HS Procedures for Processing Complaint

1. A group of GEMA/HS employees will collectively act as the Complaint Coordinator for processing complaints of discrimination associated with this policy.
2. If an employee, client, customer, program participant, or consumer of GEMA/HS or of a GEMA/HS subrecipient contacts a GEMA/HS employee and wishes to file a complaint against GEMA/HS or a GEMA/HS subrecipient concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the DOJ or DHS, the GEMA/HS employee shall instruct the complainant to file the complaint in writing, in accordance with the procedures above.
3. Any GEMA/HS employee receiving such a complaint submitted directly to GEMA/HS, and any GEMA/HS employee wishing to submit such a complaint directly to GEMA/HS, shall route it to the Complaint Coordinator. If the complaint is against an employee of GEMA/HS, the complaint shall be forwarded to the Complaint Coordinator and that GEMA/HS employee should follow the procedures set out in HR-14, GEMA/HS's Grievance Procedures Policy.
4. For any complaint received by the Complaint Coordinator that is submitted directly to GEMA/HS, the Complaint Coordinator shall provide written acknowledgment of the complaint to the complainant.
5. The Complaint Coordinator shall refer the complaint to the appropriate entity, which may include the Georgia Office of the Attorney General; the GCEO; the EEOC; the OCR; or the CRCL. If the Georgia Office of the Attorney General either is the agency about which the complaint is filed or has a conflict, the complaint shall be referred to the EEOC, OCR, or CRCL, as appropriate.
6. Notwithstanding paragraph 5, for any complaint of discrimination concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the DOJ or DHS, GEMA/HS shall notify the OCR or CRCL, as appropriate, in writing of the following:
 - a. Name of complainant
 - b. Entity named in the complaint
 - c. Description of the complaint of discrimination
 - d. Steps being undertaken to investigate and resolve complaint

In addition, GEMA/HS shall notify the complainant that they may file a complaint directly with the OCR or CRCL, as appropriate, at the following address or using one of the electronic submission methods described above:

Office for Civil Rights Office of
Justice Programs
U.S. Department of Justice 810
Seventh Street NW Washington,
D.C. 20531

U.S. Department of Homeland Security Office for
Civil Rights and Civil Liberties Compliance Branch
245 Murray Lane, SW Building 410,
Mail Stop #0190
Washington, D.C. 20528

Notification

GEMA/HS will post this policy on the GEMA/HS website to notify all interested parties of the appropriate procedures for addressing complaints of discrimination concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the DOJ or DHS.

Monitoring Subrecipients' Response Procedures

As part of a grant program review, GEMA/HS staff will review the subrecipient's procedures for responding to discrimination complaints that employees, clients, customers, program participants, or consumers of the subrecipients have filed directly with the subrecipient. If the procedures do not exist, or are found to need improvement, the report to the subrecipient will note the findings. At a minimum, the subrecipient's response should:

- a. Acknowledge complaint receipt to complainant in writing;
- b. Indicate which external agency the complaint is forwarded to for investigation;
- c. Comply with the appropriate timeframe by which to forward complaint;
- d. Notify GEMA/HS of complaint; and
- e. Notify complainant that a complaint of discrimination may be filed directly with the OCR, CRCL, EEOC, GCEO, or GEMA/HS, and where to locate those procedures.

Training

1. GEMA/HS will provide periodic training for all employees regarding the discrimination complaint procedures.
2. GEMA/HS will facilitate civil rights requirements training for subrecipients. Such training may be arranged:

- a. In conjunction with grant management training;
- b. Online through the GEMA/HS website;
- c. At the request of the subrecipient; or
- d. As a result of a grant program review.



THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY COMPLAINT VERIFICATION FORM

The purpose of this document is to help you file a discrimination complaint concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the U.S. Department of Justice or the U.S. Department of Homeland Security, whether within the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) or a subrecipient. This document is not intended to be used for complaints about employment with GEMA/HS. You are not required to use this document to file a complaint; a letter with the same information is sufficient. However, if you file a complaint by letter, you should include the same information that is requested herein.

18. Information about the person who experienced the alleged discrimination:

Name: _____

First and Middle (Given Names)

Last (Family Name/Surname)

Phone #: Cell/Mobile: _____ Home: _____ Work: _____

Mailing Address: _____

P.O. Box or Street Address

City

State

Zip

Email (optional): _____

19. Information about the person(s) who is alleged to have discriminated:

Name: _____

First and Middle (Given Names)

Last (Family Name/Surname)

Phone #: Cell/Mobile: _____ Home: _____ Work: _____

Mailing Address: _____

P.O. Box or Street Address

City

State

Zip

20. Information about the agency or organization involved:

Name: _____

Phone #: _____

Mailing Address: _____

P.O. Box or Street Address

City

State

Zip

21. Are there other individuals or organizations involved in this discrimination complaint?

☐ Yes ☐ No

If Yes, please provide their name, address, and telephone number below: Name

Address

Telephone

22. Describe the nature of the alleged discrimination involved.

23. Explain in detail what happened, when, and how the alleged discrimination occurred.
State who was involved, and how other persons were treated differently.

24. What other information do you think might be helpful to an investigation?

25. Please list below any persons (witnesses, fellow employees, supervisors, or others) who have direct knowledge of the situation that might be able to provide information to support or clarify the complaint:

Name

Address

Telephone #

26. Have you or others filed a case or complaint regarding this allegation with any of the following?

- | | |
|--|--|
| ☐ Office for Civil Rights within the Office of Justice Programs, U.S. Department of Justice | ☐ Office for Civil Rights and Civil Liberties, U.S. Department of Homeland Security |
| ☐ U.S. Equal Employment Opportunity Commission | ☐ Other Federal Agency |
| ☐ Federal or State Court | ☐ Georgia Department of Labor |
| ☐ Other | |

If any of the above were selected please provide the following information:

Name of Agency:

Date Filed:

Case or Docket Number:

Date of Trial/Hearing:

Location of Agency/Court:

Investigator:

Status of case:

27. Information about the person filing this complaint, if this complaint is being submitted on behalf of another:

Name: _____

First and Middle (Given Names)

Last (Family Name/Surname)

Phone #: Cell/Mobile: _____ Home: _____ Work: _____

Mailing Address: _____

P.O. Box or Street Address

City

State

Zip

Email (optional): _____

Signature: _____

Date: _____

You may submit the form by email to: Grantscomplaintcoordinator@gema.ga.gov

Or send via U.S. mail to:

The Georgia Emergency Management and Homeland
Security Agency
Attention: Grants Complaint Coordinator 935 United
Avenue SE
Atlanta, Georgia 30316

EXHIBIT "G"

Federal Funding Accountability and Transparency Act Certification

In order to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting, complete Items 1-7 and Items 8-10 if necessary, and certify by an authorized agent.

Sub-award Number: 4830 F10 S11

Federal Agency Name: Federal Emergency Management Agency

CFDA Program Number and Program Title: 97.039 Hazard Mitigation Grant Program (HMGP)

Sub-award Project Description: Multi-Jurisdictional Hazard Mitigation Plan

1. Sub-awardee DUNS Number _____
2. Sub-awardee Name _____
3. Sub-awardee DBA Name _____
4. Sub-awardee Address _____
5. If DBA, Sub-awardee Parent DUNS Number _____
6. Sub-award Principle Place of Project Performance _____
7. In the preceding fiscal year, did the sub-awardee receive 80% of its annual gross revenues from the Federal government?
Yes _____ No _____
If **Yes**, continue to question 8. If **No**, questionnaire is complete.
8. In the preceding fiscal year, were the sub-awardee's annual gross revenues from the Federal government more than \$25 million annual? Yes _____ No _____
If **Yes**, continue to question 9. If **No**, questionnaire is complete.
9. Does the public have access to the names and total compensation of the sub-awardee's five most highly compensated officers through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
Yes _____ No _____
If **No**, continue to question 10. If **Yes**, questionnaire is complete.

10. Please list the names and compensation of the sub-awardee's five most highly compensated officers.

1. _____ \$ _____
2. _____ \$ _____
3. _____ \$ _____
4. _____ \$ _____
5. _____ \$ _____

I certify that to the best of my knowledge all of the information on this form is complete and accurate.

Authorized Signature: _____ Date: _____

This section is for use by the Georgia Emergency Management Agency/Homeland Security Only.

Sub-award Obligation/Agency Name: _____

In accordance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA), this document has been processed in the FFATA Sub-award Reporting System (FSRS) by the undersigned:

Signature _____ Date: _____

Sub-award Obligation/Action Date: _____



July 16, 2025

Mr. Josh Lamb
Georgia Emergency Management &
Homeland Security Agency
Post Office Box 18055
Atlanta, Georgia 30316-0055

Attention: Stephen Clark, State Hazard Mitigation Officer

Reference: Hazard Mitigation Grant Program (HMGP) **DR-4830-0010-P**
Bibb County Hazard Mitigation Plan Update Approval

Dear Mr. Lamb,

We are pleased to inform you that the project referenced above has been approved for \$68,268.00 with a federal share of \$51,201.00 (75%) and a non-federal share of \$17,067.00 (25%) to be paid by Bibb County.

In conjunction with the award of the project, the Recipient has requested FEMA approval of Subrecipient Management Costs (SRMC) for estimated Personnel expenses. Based on the Subrecipient's management cost request, \$3,413.40 has been approved and obligated.

The following is the approved Scope of Work (SOW) for the above referenced project:

***Bibb County** and participating municipalities will update their multi-jurisdictional Hazard Mitigation Plan to meet the requirements of the Disaster Mitigation Act of 2000. The planning process implemented through this grant must comply with the Local Hazard Mitigation Planning requirements contained in 44 CFR 201.*

Subrecipient Management Costs (SRMC): Expenditure of subrecipient management costs must adhere to FEMA Policy #104-11-1 Hazard Mitigation Grant Program Management Costs (Interim) signed November 14, 2018. Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs. For further explanation, please refer to the HMA guidance.

Quarterly Progress Reporting:

Per 44 CFR 206.438(c), recipients must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report should also include any problems or circumstances affecting completion dates, scope of work, or project cost that may result in non-compliance with the approved grant conditions. Please include this HMGP project in your future quarterly reports.

Scope of Work Changes:

The recipient must obtain prior approval from FEMA before implementing changes to the approved project SOW. Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR 200:

- The Recipient must obtain prior written approval for any budget revision which would result in a need for additional funds.
- A change in the scope of work must be approved by FEMA in advance regardless of the budget implications.
- The Recipient must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.

Period of Performance:

FEMA does not establish activity completion timeframes for individual subawards. Recipients are responsible for ensuring that all approved activities are completed by the end of the grant Period of Performance (POP). The POP for DR-4830 is December 30, 2029. Any extensions of the grant POP must be submitted to FEMA 60 days prior to the expiration date.

Project Closure:

In accordance with 44 CFR, Section 206.438(d) the Governor's Authorized Representative (GAR) is required to "certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement." Therefore, to close this project, the GAR shall send a letter requesting closure to include the above certifications, as well as the following:

- Date work on the project was fully completed
- Date of the recipient's final site inspection for the project
- Total final project cost, with the Federal and Non-Federal share
- Identified cost underrun (Fed and non-Fed share) as applicable
- Documentation that any conditions of the grant have been complied with, to include programmatic, environmental, and/or other conditions as identified in the award letter or Record of Environmental Consideration (REC)

The obligation report is included for your records. The obligated funds are available for withdrawal from the **Payment Management System** on sub-account number **4830DRGAP00000105**.

If you have any further questions, please contact Hayley Cotton at (202) 288-3649.

Sincerely,

Shemeeka H. Johnson, Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Enclosure:
Obligation Report No. 9

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4830	10 -P	0	11	1	9	GA	Statewide

Subrecipient: Bibb (County)

Project Title : Bibb County Hazard Mitigation Plan Update

Subrecipient FIPS Code: 021-99021

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$51,201.00	\$51,201.00	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$51,201.00	\$3,413.40	\$54,614.40	06/12/2025	Accept	2025

Comments

Date: 06/12/2025 User Id: HPLANTS

Comment: 4830-0010-P (App ID 11) POP: 12.30.29 Bibb County HMP Allocate \$51,201.00 FS with \$3,413.40 SRMC. June SP

Date: 06/12/2025 User Id: DBURKETT

Comment: 4830-0010-P-DR-GA-HM Bibb (County) Grant Period of Performance 12/30/2029 Application 11 Bibb County Hazard Mitigation Plan Update Allocation 1 June Spend Plan Federal share \$51,201.00 SRMC \$3,413.40 total obligation \$54,614.40 Supplement 9 approved HMO.

Authorization

Preparer Name: HAYLEY COTTON

Preparation Date: 06/12/2025

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 06/12/2025



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 APPROPRIATIONS FROM 2018 SPLOST PROCEEDS AND 2018 SPLOST INTEREST TO BE ALLOCATED TO AUTHORIZED PROJECTS AS SPECIFIED HEREIN; TO AUTHORIZE A TRANSFER BETWEEN 2018 SPLOST LINE ITEMS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, a one cent Special Purpose Local Option Sales and Use Tax was approved by Resolution, dated August 2, 2016, of the Macon-Bibb County Commission with a project list as described therein for capital outlay projects which was subsequently approved by the voters of the County on November 8, 2016 on all sales and uses within the County for an indefinite period of time, as allowed under the SPLOST Law for a consolidated government, (O.C.G.A. § 48-8-111.1), to be collected until the amount of specified tax has been raised, said total amount being \$280,000,000.00 which collection is set to begin on April 1, 2018, or upon the termination of the current SPLOST being collected (the “2018 SPLOST Revenues”); and

WHEREAS, the Macon-Bibb County Commission believes that the appropriations included herein from 2018 SPLOST Revenues and capitalized SPLOST interest, to provide funding for the planned expenditures described herein, will benefit and be in the best interests of the citizens of Macon-Bibb County; and

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

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

Section 1

The Macon-Bibb County Commission does hereby approve and authorize the appropriation from 2018 SPLOST revenue for funding the following authorized expenditures, in the following amounts:

- A. \$10,000,000.00 to Judicial – Courthouse for planned courthouse upgrades;
- B. \$144,213.00 to Judicial – Juvenile Justice to pay for upgrades to the third courtroom;
- C. \$240,355.00 to Public Safety – Fire Upgrades;
- D. \$1,869,000.00 to Roads – LMIG to pay for the County’s LMIG match;
- E. \$1,537,955.00 to Stormwater – Various;
- F. \$474,502.00 to Stormwater – Emergency;
- G. \$1,730,556.00 to Cultural & Recreation – Health Dept/Mental Health; and
- H. \$1,000,000.00 to Economic & Community Development – Industrial.

Section 2.

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of \$400,000.00 from 2018 SPLOST Interest to Landfill Closure – Property.

Section 3.

The Macon-Bibb County Commission does hereby approve and authorize the transfer of \$152,646 from the 2018 SPLOST Landfill Closure – Equipment line item to the 2018 SPLOST Landfill Closure – Property.

Section 4.

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

Section 5.

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 6.

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

Section 7.

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 8.

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 9.

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 10.

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

[Signatures on the following page.]

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 2018 SPLOST Revenues And SPLOST Interest For Various
Projects And Authorizing A Transfer Between SPLOST Line Items 8-27-25.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 |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE REAPPROPRIATION OR REALLOCATION OF UP TO \$2,230,000.00 IN ALREADY INCURRED EXPENSES FROM GENERAL FUND TO AMERICAN RESCUE PLAN ACT FUNDS, AS AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT, TO UTILIZE UNEXPENDED AMERICAN RESCUE PLAN ACT FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, COVID-19 became a global pandemic that caused dramatic changes to daily lives and operations worldwide throughout 2020, 2021, and into 2022; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act of 2021 (“ARPA”) into law as Public Law 117-2; and

WHEREAS, in addition to a variety of targeted economic stimulus and recovery appropriations, Section 9901 of the ARPA amended Title VI of the Social Security Act, 42 U.S.C. § 803, to appropriate \$130.2 Billion in direct payments to local city and county governments through a program known as State and Local Fiscal Recovery Funds (“SLFRF”) program; and

WHEREAS, the United States Treasury Department has calculated that the direct payment allocation to Macon-Bibb County should be \$29,749,340.00 in county funding,¹ and \$46,115,570.00 in metropolitan city funding,² for a total anticipated allocation of \$75,864,910.00; and

¹ See, United States Treasury Department Table, *available at* https://home.treasury.gov/system/files/136/fiscalrecoveryfunds_countyfunding_2021.05.10-1a-508A.pdf (last accessed May 27, 2022).

² See, United States Treasury Department Allocation for metropolitan Cities Table, *available at* <https://home.treasury.gov/system/files/136/fiscalrecoveryfunds-metrocitiesfunding1-508A.pdf> (last accessed May 27, 2022).

WHEREAS, the Macon-Bibb County government has received both tranches of approximately \$75.8 Million in SLFRF; and

WHEREAS, on April 1, 2022, the Treasury Department made effective the Final Rule concerning the expenditure of local government assistance funds under the ARPA, which rule is implemented in Part 35 of Title 31 of the Code of Federal Regulations; and

WHEREAS, the Final Rule provides that the money received by local governments may be spent on certain enumerated items in response to the COVID-19 public health emergency and the negative economic impacts thereof; and

WHEREAS, in December 2022, Congress amended the SLFRF program through the Consolidated Appropriations Act, 2023, providing additional flexibility for recipients to use SLFRF funds to respond to natural disasters, build critical infrastructure, and support community development; and

WHEREAS, on September 20, 2023, Treasury issued a 2023 Interim Final Rule implementing the Consolidated Appropriations Act, 2023 amendments to the SLFRF program; and

WHEREAS, the Macon-Bibb County Commission desires, by this Ordinance, to reappropriate or reallocate certain expenses already incurred by the County that were originally appropriated from General Fund to ARPA funds, as specified herein; and

WHEREAS, the appropriations authorized by this Ordinance have been utilized in compliance with the aforementioned Act, Final Rule, and Interim Final Rule; and

WHEREAS, the Macon-Bibb County Commission finds that the appropriations authorized by this Ordinance are allowable under the ARPA, Final Rule, and Interim Final Rule and finds that this Ordinance is an effective use such funds; and

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

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

Section 1

The Macon-Bibb County Commission does hereby approve and authorize the reappropriation or reallocation of up to \$2,230,000.00 in already incurred expenses from General

Fund to ARPA Funds. More specifically, the Macon-Bibb County Commission hereby rescinds Ordinance O-25-0003 and authorizes the appropriation of up to \$2,000,000.00 from remaining ARPA funds for the purchase and equipping of Sheriff's vehicles. Additionally, the Macon-Bibb County Commission hereby reappropriates or reallocates up to \$230,000.00 used to purchase mowers in accordance Ordinance O-24-0054 from General Fund to ARPA 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 Reappropriating General Fund Expenses To ARP Expenses 8-26-25.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 |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE A SUPPLEMENTAL APPROPRIATION FROM GENERAL FUND – FUND BALANCE, IN THE TOTAL AMOUNT OF UP TO \$20,000.00, TO THE TAX COMMISSIONER’S OFFICE BUDGET – SALARIES MAJOR COMPONENT; TO PROVIDE FOR AN INCREASE TO THE TAX COMMISSIONER’S SALARY SUPPLEMENTAL IN RECOGNITION OF THE PERFORMANCE OF ADDITIONAL DUTIES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 17, 2025, the Macon-Bibb County Commission adopted ordinance O-25-0022, establishing the FY26 budget, said ordinance to become effective on July 1, 2025; and

WHEREAS, various budget amendments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body; and

WHEREAS, O.C.G.A. § 48-5-183(b)(3) provides that the Macon-Bibb County Commission may supplement the minimum annual salary of the tax commissioner from time to time, provided that the amount of supplemental, once given, may not be decreased during any term of office; and

WHEREAS, Section 8 of the Macon-Bibb County Charter provides that this salary, including any local supplemental, “shall be the sole remuneration to [the tax commissioner] for their services,” and provides that the governing authority shall have the power to expand and enlarge the tax commissioner’s duties and responsibilities to include matters that are related to the ordinary duties of tax commissioners statewide; and

WHEREAS, examples of those expanded and enlarged duties that have been assigned to the tax commissioner’s office currently include or have previously included:

- a. Occupation tax collections, including business licensing, alcohol licensing, and other privilege licenses;
- b. Short-term vacation rental registrations;

- c. Subsequent tax sales through judicial in rem and non-judicial processes;
- d. Bank gross receipts tax collections;
- e. Hotel/motel excise tax collections;
- f. Accepting homestead exemption applications;
- g. Alcohol wholesale excise tax collections;
- h. Recording demolition liens or other municipal liens that are enforceable as taxes on tax bills after delinquency;
- i. Quarterly solid waste bills collections;
- j. Paving assessments and special service district fee collections;
- k. Lake Tobesofkee boat dock fee collection and enforcement of non-payment; and
- l. Collection of other permit fees and charges as needed from time to time;

and

WHEREAS, the Macon-Bibb County Tax Commissioner currently receives a base minimum salary of \$119,104.62 per year, plus a local supplemental of \$39,231.61, for a total annual salary of \$158,336.23; and

WHEREAS, the Macon-Bibb County Commission desires to increase the Tax Commissioner's local supplement by an additional \$20,000.00 per year in recognition of the totality of the volume of additional work that he has been performing, as well as in recognition of the quality of the Tax Commissioner's implementation and performance as a whole, with the understanding that this local supplemental is not being itemized or calculated on a per-task or per-hour basis, and will not be subject to proration or adjustment in the event that these additional duties or the effort required to perform such duties either increases or decreases in the future; and

WHEREAS, the Macon-Bibb County Commission desires to make a supplement appropriation of up to \$20,000.00 from the General Fund – Fund Balance to the Salaries major component of the Tax Commissioner's Office budget so as to fund this supplemental increase as well as any employment taxes, costs, and payroll withholdings associated therewith; and

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

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

Section 1

The Macon-Bibb County Commission hereby fixes the salary of the Tax Commissioner of Macon-Bibb County at a base salary of \$119,104.62, plus a local supplement of \$59,231.61, for a

total annual salary of \$178,336.23; and approves a supplemental appropriation from General Fund – Fund Balance to the Salaries major component of the Tax Commissioner’s Office budget in an amount up to \$20,000.00 for the purposes of funding this salary increase as well as any employment taxes, costs, and payroll withholdings associated therewith.

Section 2.

The local supplement set by the Macon-Bibb County Commission in Section 1 of this Ordinance shall remain in effect only until the end of the Tax Commissioner’s current term of office, at which point it shall expire unless re-established or modified by a future vote of the Commission.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

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

Section 8.

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

Section 9.

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

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

By: _____
LESTER M. MILLER, Mayor

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

Q:\ORD MACON-BIBB\2025 Miller Supplemental Appropriation For Tax Commissioner 8-27-25.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 |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE A SUPPLEMENTAL APPROPRIATION FROM GENERAL FUND – FUND BALANCE, IN THE AMOUNT OF \$447,347.00, FOR THE PURCHASE OF A COMMON USE PASSENGER PROCESSING SYSTEM AND FOR THE DESIGN, LAYOUT, SURVEY, AND MARKINGS FOR AIRCRAFT PARKING AT THE MIDDLE GEORGIA REGIONAL AIRPORT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 17, 2025, the Macon-Bibb County Commission adopted ordinance O-25-0022, establishing the FY26 budget, said ordinance to become effective on July 1, 2025; and

WHEREAS, various budget amendments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body; and

WHEREAS, in order to fund the purchase of a common use passenger processing system and the design, layout, survey, and markings for aircraft parking at the Middle Georgia Regional Airport, a supplemental appropriation from General Fund – Fund Balance in the amount of \$447,347.00 is required; and

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

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

Section 1

The Macon-Bibb County Commission hereby approves a supplemental appropriation from General Fund – Fund Balance to the Airport Fund – Airport – Middle Ga Regional – Small Equipment & Improvements General, for Fiscal Year 2025, in the amount of \$387,347.00, for the purchase of a common use passenger processing system for the Middle Georgia Regional Airport.

The Macon-Bibb County Commission hereby approves a supplemental appropriation from General Fund – Fund Balance to the Airport Fund – Airport – Middle Ga Regional – Professional Services Other line item, for Fiscal Year 2025, in the amount of \$60,000.00, for the design, layout, survey, and markings for aircraft parking at the Middle Georgia Regional Airport.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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 Supplemental \$447,347.00 To Middle Georgia Regional Airport For Kiosk And Upgrade To Aircraft Parking 8-28-25.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 REQUESTING THE LOCAL LEGISLATIVE DELEGATION TO INTRODUCE LEGISLATION TO ESTABLISH NEW, ADDITIONAL HOMESTEAD EXEMPTIONS ON AD VALOREM TAXATION FOR SENIOR CITIZENS IN MACON-BIBB COUNTY, AS SPECIFIED HEREIN; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County currently has two local homestead exemptions from County-levied ad valorem property taxes (1) a general exemption for all residential homesteads in the amount of \$7,000.00; and (2) an additional exemption of \$4,000.00 for all residents over age 65 with an annual household income of less than \$10,000.00, not including federal social security benefits, disability benefits, or private or public retirement benefits; and

WHEREAS, the Bibb County School District currently has two local homestead exemptions from School-levied ad valorem property taxes (1) a general exemption for all residential homesteads in the amount of \$7,000.00; and (2) an additional exemption of \$10,000.00 for all residents over age 62 with an annual household income of less than \$10,000.00, not including federal social security benefits, disability benefits, or private or public retirement benefits; and

WHEREAS, on February 26, 2025, the Macon-Bibb County Commission approved Resolution No. R-25-0040, opting out of the general floating homestead exemption authorized under 2024 HB 581; and

WHEREAS, the Macon-Bibb County Commission desires to establish a new tiered homestead exemption for senior citizens in Macon-Bibb County, which is uniform with the Bibb County School District; which increases with the age of the homeowners; and which eliminates the income requirements to qualify under the existing homestead exemptions; and

WHEREAS, the proposed new homestead exemption would maintain the current general \$7,000.00 homestead exemption for all taxpayers under both County-levied and School-levied ad valorem taxes, but eliminate the income-based exemptions for age 62 and up on School-levied ad valorem taxes and for age 65 and up on County-levied ad valorem taxes; and

WHEREAS, despite eliminating the current income-based exemption for age 62 and up on School-levied ad valorem taxes, it is the request of the Macon-Bibb County Commission that those individuals who have already qualified and are already receiving such exemption, but who have not yet reached the age of 65, shall be eligible to continue receiving such exemption until they reach age 65; and

WHEREAS, in place of the age-based, income-dependent exemptions eliminated by this proposal, there would instead be created a new, additional \$10,000.00 (total of \$17,000.00) in the exemption to the homesteads of Macon-Bibb County residents over age 65, regardless of income, and an additional \$15,000.00 beyond that (total of \$32,000.00) in exemption to the homesteads of Macon-Bibb County residents over age 75, regardless of income, and residents over age 85 would be fully exempt from property taxes, regardless of income, with these exemptions to be applied to both County-levied and School-levied property taxes; and

WHEREAS, under Article 7, Section 2, Paragraph 2 of the Georgia Constitution, adopting a new local homestead exemption requires a local act of the Georgia General Assembly, and a ballot referendum within Macon-Bibb County to approve the new exemption; and

WHEREAS, the Macon-Bibb County Commission desires and requests for the members of the local delegation representing Macon-Bibb County in the Georgia General Assembly to introduce legislation to establish the new tiered homestead exemptions as provided 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 government hereby requests that the members of the local delegation representing Macon-Bibb County in the Georgia General Assembly to introduce legislation to create a new homestead exemption, to maintain the general \$7,000.00 exemption that applies to all homesteads for both County-levied and School-levied taxes in Macon-Bibb County, but otherwise eliminate the remaining existing age-based, income-dependent homestead exemptions and create new senior citizen exemptions, to apply in addition to all existing exemptions including the general \$7,000.00 exemption, in the amount of \$10,000.00 for all Macon-Bibb County homesteads owned by residents age 65 and over, regardless of income; and to create a new homestead exemption, to apply in addition to all existing exemptions including the preceding exemption, in the amount of \$15,000.00 for all Macon-Bibb County homesteads owned by residents age 75 and over, regardless of income; and to exempt all Macon-Bibb County homesteads owned by residents age 85 and over from 100 percent of ad valorem property taxes, regardless of income; with each such exemptions to apply to both County and School ad valorem property taxes.

BE IT FURTHER RESOLVED, that the Macon-Bibb County Commission requests that, for the purpose of evaluating the applicability of each of the age-based homestead exemptions created hereby, the age of the oldest owner residing in the homestead shall be used for purposes of claiming the homestead exemption, and such owner shall be considered eligible for the homestead

exemption for a given tax year only if they have reached or exceed the minimum age of eligibility as of January 1st of that tax year.

BE IT FURTHER RESOLVED, that the Macon-Bibb County Commission requests that, despite eliminating the current income-based exemption for age 62 and up on School-levied ad valorem taxes, those individuals who have already qualified and are already receiving such exemption, but who have not yet reached the age of 65, shall be eligible to continue receiving such exemption until they reach age 65.

BE IT FURTHER RESOLVED, that the Macon-Bibb County Commission requests and urges the Georgia General Assembly to adopt such legislation upon its introduction, and urges the Governor to sign such legislation into law upon its passage.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded by the Clerk of Commission to each member of the local delegation to the Georgia General Assembly and to the Office of the Governor.

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

Attest: _____

(SEAL)

JANICE S. ROSS, Clerk of the Commission

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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 AMEND ARTICLE VII OF CHAPTER 26 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES, RELATING TO OCCUPATION TAXES, FOR THE PURPOSE OF ESTABLISHING A NEW CLASSIFICATION OF OCCUPATION TAXES FOR TOURIST COURTS AND SHORT-TERM VACATION RENTALS; TO PRESCRIBE REGULATIONS THEREFOR AND PENALTIES FOR VIOLATIONS; TO PROVIDE FOR AUDIT AND ENFORCEMENT THEREOF; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, in 1961, the Georgia General Assembly and the Georgia Electorate voted to adopt a local amendment (“1961 Amendment”), which added the following language to the Georgia Constitution of 1945, which language is recorded in 1961 Ga. L. at 611:

Provided, however, that, in the interest of the welfare of Bibb County and its inhabitants, the governing authority of Bibb County may, in its discretion and from time to time, and without further authority than provided hereby and by ratification hereof: Prescribe, levy, assess and collect license fees and taxes, either or both, against and from all persons, firm and corporations, (except those subject to regulation by the State Public Service Commission), conducting business in any area of Bibb County outside the incorporated limits of municipalities, make classifications of the same and apply to such classifications different and varying license fees and taxes, using for any such classifications any reasonable factors, including the gross and net receipts, either or both, of any such business enterprise; Business licenses. Prescribe and enforce regulations concerning any of the aforesaid business enterprises or classifications of the same and the persons, firms and corporations conducting the same. Regulations. Any such license tax and fee shall, from the time it is prescribed, be a lien upon the assets and properties of the business to which it is applicable, and may be collected in the same manner as provided by law for the collection of ad valorem taxes due to Bibb County. Any person, firm or corporation violating any applicable regulation prescribed or failing to pay any applicable license fee or tax shall be subject to prosecution and punishment, as for a misdemeanor, in the City Court of Macon.

; and

WHEREAS, in 1988, the Board of Commissioners of Bibb County elected to continue the 1961 Amendment in effect under the new Georgia Constitution of 1983, and the ordinance continuing the 1961 Amendment is recorded at 1988 Ga. L. at 5129; and

WHEREAS, there are presently no incorporated municipalities existing within Macon-Bibb County; and

WHEREAS, the Macon-Bibb County Commission finds that, by creating a distinct classification of businesses in the industry of providing overnight tourist accommodations, the occupational taxes imposed on those businesses can be adjusted so as to selectively shift a portion of the financial burden for funding public projects and government services in Macon-Bibb County to those travelers who are staying overnight; and

WHEREAS, in Letter Ruling No. LR SUT-2016-02, dated January 5, 2016, the Georgia Department of Revenue ruled that the Cobb County recreational and sports tourism services fee of \$3.00 per night levied against the users of hotel rooms for rent are distinct and separate from the hotel/motel excise tax and are not themselves subject to sales and use tax if they are separately stated on the invoice provided to a hotel guest; and

WHEREAS, it is estimated that the additional occupation taxes provided herein would generate between \$1,500,000.00 and \$2,500,000.00 per year in additional revenues for Macon-Bibb County; and

WHEREAS, the 1961 Amendment declared that all violations of the Macon-Bibb County occupation tax regulations, or the failure to pay such taxes, shall be subject to prosecution and punishment as a misdemeanor, which is inconsistent with the current penalties provision found in Section 26-226 of the Macon-Bibb County Code of Ordinances, which currently provides:

Sec. 26-226. - Effect of failure to comply with article provisions; continuing in business after tax registration revocation.

Any persons, their managers, agents, or employees, who do business in Macon-Bibb County after the registration for said business has been revoked as provided in the next preceding section, hereby required to make occupation tax returns, and who fail to make said returns within the time and in the manner herein provided, who refuse to amend such returns so as to set forth the truth, or who shall make false returns; and any persons, their managers, agents, or employees who refuse to permit an inspection of books in their charge when authorized officers, agents, employees, or representatives of Macon-Bibb County request such inspection, during business hours of the taxpayer, for the purpose of determining the accuracy of the returns herein provided for, shall be subject to penalties provided herein.
; and

WHEREAS, in order to conform with the penalties provision of the 1961 Amendment, the Macon-Bibb County Commission desires to amend Section 26-226 of the Macon-Bibb County Code of Ordinances in order to declare violations of the Macon-Bibb County occupation tax provisions and regulations to be a misdemeanor under state law; and

WHEREAS, in order to provide for the compliance and enforcement of the provisions of this Ordinance, the Macon-Bibb County Commission finds that it is necessary to authorize the Tax Commissioner, or their designee, to conduct such audits and inquiries as are necessary by amending Section 26-230 of the Macon-Bibb County Code of Ordinances, which currently provides:

Sec. 26-230. - Enforcement of provisions.

It is hereby made the duty of the Tax Commissioner to see that the provisions of this article relating to occupation taxes are observed; and to summon all violators of the same to appear before the court. It is hereby made the further duty of the Tax Commissioner, their agents, and the inspectors to inspect all registrations issued by Macon-Bibb County as often as in their judgment it may seem necessary to determine whether the registration held is the proper one for the business sought to be transacted thereunder.

; and

WHEREAS, a public hearing on this ordinance was conducted on September 2, 2025, prior to its adoption into law in accordance with O.C.G.A. § 48-13-6(c); and

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

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

Section 1.

Article VII of Chapter 26 of the Macon-Bibb County Code of Ordinances is hereby amended by creating a new Section, being Section 26-207.1, to provide as follows:

Chapter 26 – TAXATION AND REVENUE

ARTICLE VII. – OCCUPATION TAXES

Sec. 26-207.1. – Tourist Courts and Short-Term Vacation Rentals

- (a) Pursuant to the authority granted under the local constitutional amendment found at 1961 Ga. L., page 611, and continued under the 1983 Constitution of Georgia at 1988 Ga. L., page 5129, there is hereby declared to be a separate classification of businesses, to be known as “Tourist Courts and Short-Term Vacation Rentals,” to which this Section shall apply.
- (b) For purposes of this Section, the term “Accommodation” shall mean any room, unit of lodging, dwelling unit, site, campsite, RV or trailer site, or other accommodation or separated portion thereof, by whatever name called, which is rented for overnight use for a fee or other valuable consideration.

- (c) For purposes of this Section, the term “Tourist Court” shall have the same meaning as provided in Chapter 28 of Title 31 of the Official Code of Georgia Annotated, as amended from time to time.
- (d) For purposes of this Section, the term “Short-Term Vacation Rental” shall have the same meaning as provided in Article II of Chapter 7 of this Code, as amended from time to time.
- (e) In addition to the administrative fee imposed under Section 26-205 of this Code, and the taxes levied based on the number of employees, as provided in Section 26-207 of this Code, as either are amended from time to time, the amount of the occupational tax levied on all Tourist Courts and Short-Term Vacation Rentals shall be calculated by adding to the above amount the following charge for each Accommodation transaction, on a per-rental-night basis:
 - (1)
 - (A) For any transaction in which an Accommodation is rented to a single party pursuant to a written agreement with a term greater than thirty days, \$0.00 per rental night.
 - (B) Notwithstanding subparagraph (A) above, if such agreement is terminated prior to the end of the first 30 days, then the charge shall instead be \$3.00 per rental night preceding the termination, and such charge shall be reported in full on the tax return encompassing the month in which the agreement was terminated.
 - (2) For any transaction in which an Accommodation is rented to a single party and paid for in a single payment for a term equal to or greater than seven days, but to which subparagraph (1) does not apply, \$1.50 per rental night; and
 - (3) For any other transaction involving the rental of any Accommodation for overnight use, \$3.00 per rental night.
- (f) The occupational taxes imposed under this Section shall be paid and a return filed with the Tax Commissioner at a reasonable frequency of no less than once per calendar quarter, as determined by the Tax Commissioner, provided that the administrative fee imposed under Section 26-205 of this Code, and the taxes levied based on the number of employees, as provided in Section 26-207 of this Code, as either are amended from time to time, shall only be owed once per year as provided in this article.
- (g) The Tax Commissioner shall develop and maintain appropriate return forms for the filing of returns, which return forms shall include information identifying, at a minimum, the

filing business, the number of units of Accommodations offered for rent by the business, the number of rental nights of Accommodations actually rented for the period in question which are subject to the taxes levied under each calculation factor provided in this Section, and a calculation of the total occupation tax levied for that business.

- (h) The Tax Commissioner may promulgate rules and regulations concerning the identification of Tourist Courts and Short-Term Vacation Rentals, as well as the return, estimation, collection, documentation, and enforcement of these taxes, consistent with this article.
- (i) All taxes levied under this Section shall, from the day they are due, be a lien upon the assets and properties of the business to which it is applicable, and may be collected in the same manner as provided by law for the collection of ad valorem taxes, as provided in 1961 Ga. L., page 611.

Section 2.

Section 26-226 of Chapter 26 of the Macon-Bibb County Code of Ordinances is hereby amended by repealing the current section in its entirety and replacing it with the following:

Chapter 26 – TAXATION AND REVENUE

ARTICLE VII. – OCCUPATION TAXES

Sec. 26-226. - Effect of failure to comply with article provisions; continuing in business after tax registration revocation.

The following acts shall be punishable as misdemeanors when committed by any persons, their managers, agents, or employees, who do business in Macon-Bibb County, as provided in 1961 Ga. L. at 611:

- (a) The violation of any ordinance provided in this Code relating to the manner of conducting any business, or any regulation promulgated pursuant to this article;
- (b) The conduct of any business in Macon-Bibb County after the registration for said business has been revoked as provided in the next preceding section;
- (c) The failure to make and file any returns required under this article within the time and in the manner herein provided;
- (d) The failure to amend any return which is known or discovered to contain false or inaccurate information so as to set forth the truth, within thirty days from the date of filing, or the date of discovery, whichever is later;
- (e) The knowing filing of false or inaccurate returns;
- (f) The refusal to permit an inspection of books in their charge when authorized officers, agents, employees, or representatives of Macon-Bibb County or the Macon-Bibb County

Tax Commissioner request such inspection, during business hours of the taxpayer, for the purpose of determining the accuracy of the returns herein provided for;

- (g) The willful failure to file any return due under this article; or
- (h) The willful failure to pay any sums due under this article.

Section 3.

Section 26-230 of Chapter 26 of the Macon-Bibb County Code of Ordinances is hereby amended by repealing the current section in its entirety and replacing it with the following:

Chapter 26 – TAXATION AND REVENUE

ARTICLE VII. – OCCUPATION TAXES

Sec. 26-230. - Enforcement of provisions.

- (a) *Enforcement.* It is hereby made the duty of the tax commissioner to see that the provisions of this article relating to occupation taxes are observed; and to summon all violators of the same to appear before the court. It is hereby made the further duty of the tax commissioner, their agents, and the inspectors to inspect all registrations issued by Macon-Bibb County as often as in their judgment it may seem necessary to determine whether the registration held is the proper one for the business sought to be transacted thereunder.
- (b) *Authority of tax commissioner.* The tax commissioner shall administer and enforce the provisions of this article for the collection of the tax imposed by this article.
- (c) *Records required from operators, etc.; form.* Every person or entity against whom taxes are levied under this article shall keep such records, receipts, invoices, and other pertinent papers in such form as the tax commissioner may require.
- (d) *Examination of records; audits.* The tax commissioner or any person authorized in writing by the tax commissioner may examine or audit the books, papers, records, financial reports, equipment and other facilities of any person or entity against whom taxes are levied under this article and any owner or operator of any business or enterprise liable for the tax, in order to verify the accuracy of any return made, or if no return is made, to ascertain and determine the amount required to be paid.
- (e) *Authority to require reports; contents.* In administration of the provisions of this article, the tax commissioner may require the filing of reports by any person or class of persons having in such person's possession or custody information relating to those business operations against which taxes are levied under this article. The reports shall be filed

with the tax commissioner when required by the tax commissioner, and shall set forth such information as the tax commissioner may require.

Section 4.

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

Section 5.

The Mayor, the Tax Commissioner, 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 6.

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

Section 7.

In accordance with Sec. 1-4(c) of the Code of Ordinances of Macon-Bibb County, Georgia, the provisions of this Ordinance shall become and be made part of the Code of Ordinances of Macon-Bibb County, Georgia, and the sections of this Ordinance may be renumbered to accomplish such intention. Upon adoption, the Clerk of Commission is hereby directed to send a certified copy of this Ordinance to the publisher of the Macon-Bibb County Code of Ordinances for inclusion in future publications.

Section 8.

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 9.

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 10.

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 11.

This Ordinance shall become effective upon its approval by the Mayor or its adoption into law without such approval, except that no Recreation and Tourism Fees imposed under this Ordinance shall take effect until the first day of the first calendar month next following that date which is ninety days after this Ordinance becomes effective.

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

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

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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 |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO ACCEPT THE DONATION OF 4.0 ACRES, MORE OR LESS, ALONG ESTES ROAD, TO BE SUBDIVIDED FROM THE LARGER PARCEL KNOWN AS 8221 THOMASTON ROAD, FOR THE CONSTRUCTION OF A FIRE STATION OR OTHER PUBLIC SAFETY FACILITY; AND OTHER LAWFUL PURPOSES.

WHEREAS, Thomaston Road Properties, Inc., is a Georgia corporation owned by the Clay family, that owns certain real property located along Estes Road; and

WHEREAS, on April 21, 1980, Mr. George Clay was clearing land he owned on Rogers Avenue, when the tractor he was using flipped over on top of him, leaving him trapped underneath the still-running heavy machinery with life-threatening injuries; and

WHEREAS, the responding firefighters were able to remove Mr. Clay from beneath the tractor and rushed him to the Medical Center, where he underwent treatment for his injuries; and

WHEREAS, Mr. Clay credits the quick response of the Fire Department, along with the physicians and staff of the Medical Center, for saving his life; and

WHEREAS, to commemorate the service of the Macon-Bibb County Fire Department, both in rescuing Mr. Clay and general service to the people of Macon-Bibb County, Thomaston Road Properties, Inc., desires to donate 4.0 acres, more or less, of real property located along Estes Road, to be subdivided from the larger parcel known as 8221 Thomaston Road, to Macon-Bibb County (“the Property”), for the express purposes of construction of a fire station to be named in honor of Mr. Clay; and

WHEREAS, Thomaston Road Properties, Inc., desires to retain a right of re-entry in the event that construction or use of a fire station has not begun within 10 years of the date of final execution of a donation agreement; and

WHEREAS, the Macon-Bibb County Commission desires to accept Mr. Clay's generous donation, subject to the aforesaid right of re-entry, and to utilize such real property for the purpose of construction of a fire station; 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 negotiate an agreement with Thomaston Road Properties, Inc., or a successor in interest holding fee simple title, for the donation of 4.0 acres, more or less, of real property along Estes Road, to be subdivided from the larger parcel known as 8221 Thomaston Road, for the purposes of construction of a fire station, with such agreement to be in a form to be approved of by the County Attorney, and to accept the donation of the Property.

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

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