



Macon-Bibb County Board of Commissioners Special Called Meeting

September 23, 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. Presentations

- a. Presentation of Proclamation for Ovarian Cancer Month (Sponsored by: Lester M. Miller, Mayor)
- b. Presentation of Proclamation for Community School Coordinators Appreciation Week (Sponsored by: Lester M. Miller, Mayor)

3. Approval of Minutes

- a. Approval of minutes from the Pre-Commission meeting, Public Hearing and Commission meeting held on September 2, 2025 (Sponsored by: Lester M. Miller, Mayor)

4. Appointments to Authorities, Boards and Commissions

- a. A Resolution Of The Macon-Bibb County Commission Submitting A Slate Of Nominees For A Seat Currently Held By Dr. Monique Davis-Smith To Serve On The Macon-Bibb County Hospital Authority Board (Sponsored by: Lester M. Miller, Mayor)

5. Executive Session

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

6. Jail Expansion

- a. Presentation by Clay Murphey on the Jail Expansion (Sponsored by: Clay Murphey, SPLOST Manager)
- b. A Resolution Authorizing The Execution of a Professional Services Agreement with an Architectural Firm for the Design of Law Enforcement Center Upgrade and Expansion (Sponsored by: Lester M. Miller, Mayor)

7. New Macon Arena

- a. Presentation by Alex Morrison on Macon Arena (Sponsored by: Alex Morrison, Dir., Planning & Public Spaces)
- b. A Resolution Authorizing The Execution of a Professional Services Agreement with an Architectural Firm for the Design of an Arena (Sponsored by: Lester M. Miller, Mayor)

8. Agreements

- a. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Enter Into An Agreement With Granicus, LLC, For Website And Content Management System Services, In The Amount Of \$107,124.00, To Be Paid From I.T. Department Budget - GIS, Computer Software Line Item; (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Master Lease Agreement With Ricoh Usa, Inc., For Copiers And Printers In The Various Departments, In The Amount Of \$245,888.00 Per Year, With Individual Leases To Be Paid From Individual Department Budgeted Line Item Funds (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With The University Of Georgia Research Foundation, Inc., In The Amount Of \$36,289.00, For The Provision Of Fire Department Promotional Testing Services, Payable From The General Fund – Human Resources – Prof Services – Promotion Brd Assessments Line Item (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Execution Of A Professional Services Agreement With John J. Carter, II Attorney At Law, In The Amount Of \$37,800.00, For The Provision Of Contract Attorney Services For Delinquency And Truancy Matters In Juvenile Court, Payable From The General

Fund – Juvenile Court – Prof Services - Panel Attorney Line Item; (Sponsored by: Lester M. Miller, Mayor)

- e. 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 Frank Johnson Park, In The Amount Of \$226,763.00, To Be Paid From The SPLOST 2018 Fund – Recreation – Frank Johnson – Property Line Item (Sponsored by: Lester M. Miller, Mayor)
- f. A Resolution Of Macon-Bibb County Commission Agreeing To Participate In The National Alvogen, Inc.; Amneal Pharmaceuticals, LLC; Apotex Corp.; Hikma Pharmaceuticals USA, Inc.; Indivior, Inc.; Viatris, Inc.; Sun Pharmaceutical Industries, Inc.; And Zydus Pharmaceuticals (USA) Inc. Opioid Settlements And Agreeing To Be Bound By An Anticipated Memorandum Of Understanding Between The State Of Georgia And Georgia Subdivisions Regarding Such Settlements; To Authorize The Application, Acceptance, And Use Of State Block Grant Funds From Such Settlements (Sponsored by: Lester M. Miller, Mayor)
- g. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Evidence-Based Associates, LLC, In The Amount Of \$364,500.00, For The Provision Of Functional Family Therapy Services For Juvenile Court Participants, Payable From FY 2026 Juvenile Justice Incentive Grant Funds; (Sponsored by: Lester M. Miller, Mayor)
- h. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To The Agreement With Park Place Technologies, Llc, For Network Recovery Services For Bibb Sheriff's Office, In The Amount Of \$20,560.00, To Be Paid From I.T. Department Budget - Infrastructure, Contract Labor Line Item; (Sponsored by: Lester M. Miller, Mayor)
- i. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Piedmont Mining LLC For The Construction Of Phase II Of The Runway 5 Extension Project At The Middle Georgia Regional Airport, In The Amount Of \$7,685,659.51, To Be Paid From FAA AIG And Bil Grant Funds And The County's Local Match For Those Funds (Sponsored by:)

9. Paving the Way

- a. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To The Independent Contractor Agreement With Mcleroy, Inc., For Asphalt Paving & Resurfacing Services, In The Amount Of \$781,537.47, To Be Paid From 2025 LMIG Grant Funds And 2018 SPLOST Fund (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To The Independent Contractor Agreement With Professional Paving Services, LLC, For Asphalt Paving & Resurfacing Services, In The Amount Of \$968,685.23, To Be Paid From 2024 LMIG Grant Funds And 2018 SPLOST Funds (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To The Independent Contractor Agreement With Professional Paving Services, LLC, For Asphalt Paving & Resurfacing Services,

In The Amount Of \$1,179,793.00, To Be Paid From 2024 LRA And 2018 SPLOST Funds (Sponsored by: Lester M. Miller, Mayor)

- d. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To The Independent Contractor Agreement With Atlanta Paving & Concrete Construction, Inc., For Asphalt Paving & Resurfacing Services, In The Amount Of \$717,715.12, To Be Paid From 2025 LRA Funds And 2018 SPLOST Funds (Sponsored by: Lester M. Miller, Mayor)

10. Bond

- a. An Ordinance Of The Macon-Bibb County Commission To Adopt A Budget And Appropriate Sums For Expenditure From The Macon-Bibb County General Obligation Sales Tax Bonds, Series 2025 Funds ("2025 SPLOST Bond") (Sponsored by: Lester M. Miller, Mayor)

11. Grants

- a. An Ordinance Of The Macon-Bibb County Commission Authorizing The Mayor To Accept FAA Airport Improvement Plan Funding ("AIP"), In An Amount Of \$3,600,000.00; Authorizing The Mayor To Accept Faa Airport Infrastructure Grants, Funded By The Bipartisan Infrastructure Law, In An Amount Of Approximately \$2,300,000.00; Appropriating Up To \$2,000,000.00 From General Fund – Fund Balance As The Match For Such Grants (Sponsored by: Lester M. Miller, Mayor)

**MINUTES OF THE
MACON-BIBB BOARD OF COMMISSIONERS MEETING
September 2, 2025 – 6:00 PM
City Hall
(Commission Chamber)**

The Regular Scheduled Meeting of the Macon-Bibb County Commission was held on September 2, 2025 at 6:00 PM in the Commission Chamber at the Government Center.

COMMISSION MEMBERS PRESENT

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 Brendalyn Bailey

COMMISSION MEMBER ABSENT

Commissioner Donnice Bryant

STAFF PRESENT

Keith Moffett, County Manager
Julie Moore, Assistant County Manager
Alex Morrison, Dir. Planning & Public Spaces
Janice Ross, Clerk of Commission
Michael McNeill, Chief Asst. Co. Attorney
Sara Davis, Sr. Asst. Co. Attorney
Andreanna Beavers, Asst. Co. Attorney
Olivia Water, Communication Specialist
Edna Adams, Communication Specialist
Emily Hopkins, Communication Specialist

1. Call to Order

Mayor Lester M. Miller

2. Prayer

Natalie Hunt, Hope for the Heart of Georgia

3. Pledge of Allegiance

Mayor Miller led the Pledge of Allegiance.

4. Public Comments on Agenda Items

The following citizens addressed the Commission:

- *Renoalda Scott - Establishment of New Homestead Exemption Tax*
- *Julia Callahan - Establishment of New Homestead Exemption Tax*

5. Approval of Minutes

- a. Approval of minutes from the August 19, 2025 Regular Meeting and August 26, 2025 Special Called Meeting (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wilder, seconded by Commissioner Wynn and carried unanimously, the minutes from the August 19, 2025 Regular Meeting and August 26, 2025 Special Called Meeting were approved.

6. Consent Agenda

On motion of Commissioner Wynn, seconded by Commissioner Wilder and carried unanimously, the Consent Agenda was approved.

- 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)
- d. 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)
- e. 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)
- f. 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)
- g. 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)

- h. 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)
- i. 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)
- j. 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, Seth Clark, Mayor Pro Tem)
- k. 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, Valerie Wynn, Commissioner)
- l. 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)
- m. 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)

- n. 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)
- o. 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)
- p. 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)
- q. 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)
- r. 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)
- s. 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, Brendalyn Bailey, Commissioner)
- t. 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, Raymond Wilder, Commissioner)

- u. 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, Valerie Wynn, Commissioner, Paul Bronson, Commissioner, Stanley Stewart, Commissioner, Seth Clark, Mayor Pro Tem, Raymond Wilder, Commissioner, Bill Howell, Commissioner, Brendalyn Bailey, Commissioner)

7. Public Comments on Non Agenda Items

The following citizens addressed the Commission:

- James Harris - Regarding the Georgia Pantry and the need for a new warehouse
- Wade Horton - Paratransit
- Jackie Glover - Paratransit
- Donald Richardson - Grassroots Reflections

8. Executive Session

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

Mayor Miller stated that an Executive Session was not needed.

Respectfully Submitted

Janice S. Ross
Clerk of the Commission

**MINUTES OF THE
MACON-BIBB PUBLIC HEARING MEETING
September 2, 2025 – 5:45 PM**

The Public Hearing was called to order by Mayor Lester M. Miller.

COMMISSION MEMBERS PRESENT

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 Brendalyn Bailey

COMMITTEE MEMBER ABSENT

Commissioner Donice Bryant

STAFF PRESENT

Keith Moffett, County Manager
Julie Moore, Assistant County Manager
Alex Morrison, Dir. Planning & Public Spaces
Janice Ross, Clerk of Commission
Michael McNeill, Chief Asst. Co. Attorney
Sara Davis, Sr. Asst. Co. Attorney
Adrianna Beavers, Asst. Co. Attorney
Anna Kersey-Weckstein, Asst. Co. Attorney
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 minutes from the August 19, 2025 Public Hearing (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Stewart, seconded by Commissioner Wynn and carried unanimously, the minutes from the August 19, 2025 Public Hearing were approved.

3. Change to the Macon-Bibb County Code of Ordinances

- a. 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)

There were no citizens who came to comment on the Ordinance.

Respectfully Submitted

Janice S. Ross
Clerk of the Commission

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
September 2, 2025 – 4:00 PM
City Hall
(Commission Chamber)**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on September 2, 2025 at 4:00 PM in the Commission Chamber at City Hall.

COMMISSION MEMBERS PRESENT

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

COMMISSION MEMBERS ABSENT

Commissioner Donice Bryant

GUESTS PRESENT:

Gary Wheat, CEO, Visit Macon

STAFF PRESENT

Keith Moffett, County Manager
Julie Moore, Assistant County Manager
Alex Morrison, Dir. Planning & Public Spaces
Janice Ross, Clerk of Commission
Michael McNeill, Chief Asst. Co. Attorney
Sara Davis, Sr. Asst. Co. Attorney
Adrianna Beavers, Asst. Co. Attorney
Anna Kersey-Weckstein, Asst. Co. Attorney
Olivia Water, Communication Specialist
Edna Adams, Communication Specialist
Emily Hopkins, Communication Specialist
Spencer Hawkins, Director, EMA
Robert McCord, Asst. Dir.. EMA
Chief Shane Edwards, Fire Department
Doug Faour, Dir., Middle Ga Regional Airports

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: Lester M. Miller, Mayor)
On motion of Commissioner Stewart, seconded by Commissioner Wynn and carried unanimously, the Minutes from the August 19, 2025 Pre-Commission meeting were approved.

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)
On motion of Commissioner Stewart, seconded by Commissioner Bailey

and carried unanimously, the Resolution Of The Macon-Bibb County Commission Appointing Angela Solomon To The Bibb County Department Of Family And Children Services Board was approved.

- 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)
On motion of Mayor Pro Tem Clark, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Reappointing Ember Bentley To The Macon-Bibb County Industrial Authority was approved.
- 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)
On motion of Commissioner Wynn, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Reappointing Patty Gibbs To Serve As A Member Of The Macon-Bibb County SPLOST Advisory Committee was approved.

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)
On motion of Commissioner Wilder, 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 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 was approved.
- 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)
On motion of Commissioner Wilder, 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 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 was approved.
- 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)

On motion of Commissioner Howell, seconded by Commissioner Wynn and carried unanimously, the 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 was approved.

- 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)
On motion of Commissioner Howell, seconded by Commissioner Wynn and carried unanimously, the 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 was approved.
- 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)
On motion of Commissioner Howell, seconded by Commissioner Wilder and carried unanimously, the 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 was approved.
- 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)

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

- 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, Seth Clark, Mayor Pro Tem)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Stewart and carried unanimously, the 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 was approved.

- 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, Valerie Wynn, Commissioner)

On motion of Commissioner Wynn, seconded by Commissioner Bailey and carried unanimously, the 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 was approved.

- 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)

On motion of Commissioner Howell, seconded by Commissioner Bailey and carried unanimously, the 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 was

approved.

- 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)

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

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)

On motion of Commissioner Howell, seconded by Commissioner Bailey and carried unanimously, the 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 was approved.

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)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Bailey and carried unanimously, the 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 was approved.

- 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)
On motion of Commissioner Wilder, seconded by Commissioner Wynn and carried unanimously, the 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 was approved.
- 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)
On motion of Commissioner Wynn, seconded by Commissioner Wilder and carried unanimously, the 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 was approved.
- 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)
On motion of Commissioner Howell, seconded by Commissioner Bailey and carried unanimously, the 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 was approved.

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, Brendalyn Bailey, Commissioner)

On motion of Commissioner Wilder, seconded by Commissioner Bronson and carried unanimously, the 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 was approved.

- 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, Raymond Wilder, Commissioner)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Hulett and carried unanimously, the 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 was approved.

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, Valerie Wynn, Commissioner, Paul Bronson, Commissioner, Stanley Stewart, Commissioner, Seth Clark, Mayor Pro Tem, Raymond Wilder, Commissioner, Bill Howell, Commissioner, Brendalyn Bailey, Commissioner)

On motion of Commissioner Hulett, seconded by Commissioner Bronson and carried unanimously, the 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 was approved.

9. Executive Session

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial

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

Mayor Miller stated that an Executive Session was not needed.

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 |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION SUBMITTING A SLATE OF NOMINEES FOR A SEAT CURRENTLY HELD BY DR. MONIQUE DAVIS-SMITH TO SERVE ON THE MACON-BIBB COUNTY HOSPITAL AUTHORITY BOARD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Hospital Authority has sent notice of the upcoming expiration of term for Dr. Monique Davis-Smith, whose term is set to expire December 31, 2025, as indicated in the letter attached hereto as Exhibit A; and

WHEREAS, Dr. Monique Davis-Smith is eligible for reappointment and has expressed her desire to continue serving on the Macon-Bibb County Hospital Authority Board; and

WHEREAS, O.G.G.A. § 31-7-72(b) requires that the Macon-Bibb County Commission submit to the board of the Macon-Bibb County Hospital Authority a slate of three eligible nominees for each board seat, from which the Authority may select one person to serve on the Board; and

WHEREAS, the selected nominee will serve on the Board for a three (3) year term, with said term to begin January 1, 2026, and expire December 31, 2028; 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 as that, pursuant to O.C.G.A. § 31-7-72(b), the Macon-Bibb County Commission does hereby submit the following slate of nominees to the Macon-Bibb County Hospital Authority for appointment to the seat currently held by Dr. Monique Davis-Smith, with her current term being set to expire December 31, 2025:

Dr. Monique Davis-Smith

Dr. Bill Tift

Mr. Steve Kruger

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 Renominating Dr. M. Davis-Smith, Dr. B. Tift, and S. Kruger for Hospital
Authority Board 9-18-25.docx*

EXHIBIT A

Macon-Bibb County Hospital Authority

September 2, 2025

VIA ELECTRONIC MAIL: miller@maconbibb.us

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

RE: MACON BIBB COUNTY HOSPITAL AUTHORITY

Dear Mayor Miller:

Annually we send notice to Macon-Bibb of the expiration of Hospital Authority member terms. This letter is to give you some additional information that may be helpful in the consideration and nominations for this position.

Dr. Monique Davis-Smith is completing her first three-year term on December 31, 2025. She is eligible for renomination to her second 3-year term (January 1, 2026 through December 31, 2028) and has expressed the willingness and desire to be renominated. She has served the Authority well and is very knowledgeable about Hospital Authority and Atrium Navicent Health activities. Dr. Davis-Smith has attended the vast majority of meetings during her term and is a valued member of the Authority. As a part of the overall plan for routine replacement of Board members, each of their terms are programmed to be renewed, but we also suggest the following slate of nominations for the Board seat:

Monique Davis-Smith, M.D.
Bill Tift, M.D.
Steve Kruger

We appreciate the consideration of Macon-Bibb and look forward to receiving your response.

Sincerely,

Erin Snyder
Erin P. Snyder
Secretary

EPS/nls

cc: Ron Shipman
Delvecchio Finley
Cyndey Busbee
Janice Ross

770 Hemlock Street | Suite A | Macon, GA 31201 | 478-633-6980



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 MAYOR TO ENTER INTO AN AGREEMENT WITH GRANICUS, LLC, FOR WEBSITE AND CONTENT MANAGEMENT SYSTEM SERVICES, IN THE AMOUNT OF \$107,124.00, TO BE PAID FROM I.T. DEPARTMENT BUDGET - GIS, COMPUTER SOFTWARE LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County finds it necessary to seek website and content management system services; and

WHEREAS, Granicus LLC (Granicus) holds Omnia Partners/NCPA Cooperative Purchasing Agreement No. 01-115 for Software and Software-as-a-Service (SaaS) solutions, including website design and content management systems; and

WHEREAS, the use of cooperative purchasing agreements allows for faster processing times and more favorable pre-negotiated pricing from pre-selected, pre-vetted vendors; and

WHEREAS, the use of cooperative purchasing agreements is further authorized by Macon-Bibb County Code of Ordinances Sec. 19-8; and

WHEREAS, the Information Technology department has reviewed Granicus for the appropriateness of services offered and technical qualifications and recommends Granicus to provide the aforesaid services for Macon-Bibb County; and

WHEREAS, Procurement concurs with this award recommendation; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to enter into an agreement with Granicus LLC, in the amount of ONE HUNDRED SEVEN THOUSAND, ONE HUDNRED TWENTY-FOUR DOLLARS AND OO/100 CENTS (\$107,124.00) for the provision of website and content management system services, with such agreement to be in a form to be approved of by the County Attorney, consistent with provisions of Omnia Partners/NCPA Agreement 01-115, and with associated costs to be paid from the I.T. Department budget – GIS, computer software line item.

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 Granicus for Website and CMS services - \$107,124.00 - 917-25.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 A MASTER LEASE AGREEMENT WITH RICOH USA, INC., FOR COPIERS AND PRINTERS IN THE VARIOUS DEPARTMENTS, IN THE AMOUNT OF \$245,888.00 PER YEAR, WITH INDIVIDUAL LEASES TO BE PAID FROM INDIVIDUAL DEPARTMENT BUDGETED LINE ITEM FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the business of the Macon-Bibb County government necessitates in house printing, copying, and scanning for every department throughout the County; and

WHEREAS, RICOH is the holder of Omnia Cooperative Purchasing Agreement No. 2021002788, for print goods and services; and

WHEREAS, the use of cooperative purchasing agreements for the procurement of goods and services allows for faster processing times and pre-negotiated favorable pricing and is an authorized procurement method for the County under Macon-Bibb County Code of Ordinances § 19-8; and

WHEREAS, Procurement concurs with this award recommendation; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to enter into a Master Lease and Services Agreements with RICOH USA, Inc., under the terms of Omnia Cooperative Purchasing Agreement No. 2021002788, in the amount of TWO HUNDRED

FORTY-FIVE THOUSAND, EIGHT HUNDRED EIGHTY-EIGHT DOLLARS AND 00/100 CENTS (\$245,888.00), with such Master Lease and Services Agreements to be consistent with the provisions of Omnia Cooperative Purchasing Agreement No. 2021002788 and in a form to be approved of by the County Attorney, incorporated herein by reference, and with associated costs to be paid from the individual using department's budgeted line item funds.

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 Ricoh, USA for Printer MLA - \$245,888.00 - 9-15-25.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 AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE UNIVERSITY OF GEORGIA RESEARCH FOUNDATION, INC., IN THE AMOUNT OF \$36,289.00, FOR THE PROVISION OF FIRE DEPARTMENT PROMOTIONAL TESTING SERVICES, PAYABLE FROM THE GENERAL FUND – HUMAN RESOURCES – PROF SERVICES – PROMOTION BRD ASSESSMENTS LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Fire Department utilizes the services of The University of Georgia Research Foundation, Inc. to develop and implement the appropriate tests to determine whether Fire Department employees are eligible for promotion; 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 The University of Georgia Research Foundation, Inc. to perform the aforementioned services, in the amount of \$36,289.00, for this testing cycle; 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 hereby authorized to execute a professional services agreement with The University of Georgia Research Foundation, Inc. to perform Fire Department promotional testing services, in the amount of \$36,289.00, payable from the General Fund – Human Resources – Prof Services – Promotion Brd Assessments line item.

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

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

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

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

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

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

[Signatures on the following page.]

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

*Q:\RES MACON-BIBB\2025 Miller Authorizing Professional Services Agreement with The University of Georgia
Research Foundation, Inc for Fire Promotion Testing 9-18-25.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 AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH JOHN J. CARTER, II ATTORNEY AT LAW, IN THE AMOUNT OF \$37,800.00, FOR THE PROVISION OF CONTRACT ATTORNEY SERVICES FOR DELINQUENCY AND TRUANCY MATTERS IN JUVENILE COURT, PAYABLE FROM THE GENERAL FUND – JUVENILE COURT – PROF SERVICES - PANEL ATTORNEY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Juvenile Court of Bibb County routinely hires contract attorneys to represent juvenile court participants in various matters; and

WHEREAS, the Juvenile Court desires to hire John J. Carter, II Attorney at Law to provide panel attorney services for delinquency and truancy matters at a rate of \$3,150.00 per month; and

WHEREAS, Procurement concurs with this award recommendation; and

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

WHEREAS, the Macon-Bibb County Commission desires to approve the hiring of John J. Carter, II Attorney at Law to perform the aforementioned services at the rates specified 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 and it is hereby so resolved by the authority of same, that the Macon-Bibb County Commission hereby authorizes the execution of a professional services agreement with John J. Carter, II, Attorney at

Law, in the amount of \$37,800.00, for the provision of contract attorney service for the Juvenile Court of Bibb County, to be paid from the General Fund – Juvenile Court – Prof Services – Panel Attorney line item.

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

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

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

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

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

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

[Signatures on the following page.]

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

*Q:\RES MACON-BIBB\2025 Miller Authorizing Professional Services Agreement With Aviatrix Communications,
LLC \$100,000 7-30-25.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 MIDDLE GEORGIA OUTDOOR LIGHTING, INC. FOR THE PURCHASE AND INSTALLATION OF LIGHTING AT FRANK JOHNSON PARK, IN THE AMOUNT OF \$226,763.00, TO BE PAID FROM THE SPLOST 2018 FUND – RECREATION – FRANK JOHNSON – PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Frank Johnson 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 Frank Johnson 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 \$226,763.00 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 Frank Johnson Park, in the amount of \$226,763.00; 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 Frank Johnson Park, in the amount of \$226,763.00, to be paid from the SPLOST 2018 Fund – Recreation – Frank Johnson – 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 Frank Johnson Park Lights - \$226,763.00-9-17-25.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

Central City Park

MASS, CA

Equipment Layout

INVESTED: Over 150,000.00
 Equipment System: "Musco System Summary"
 for Central City Park

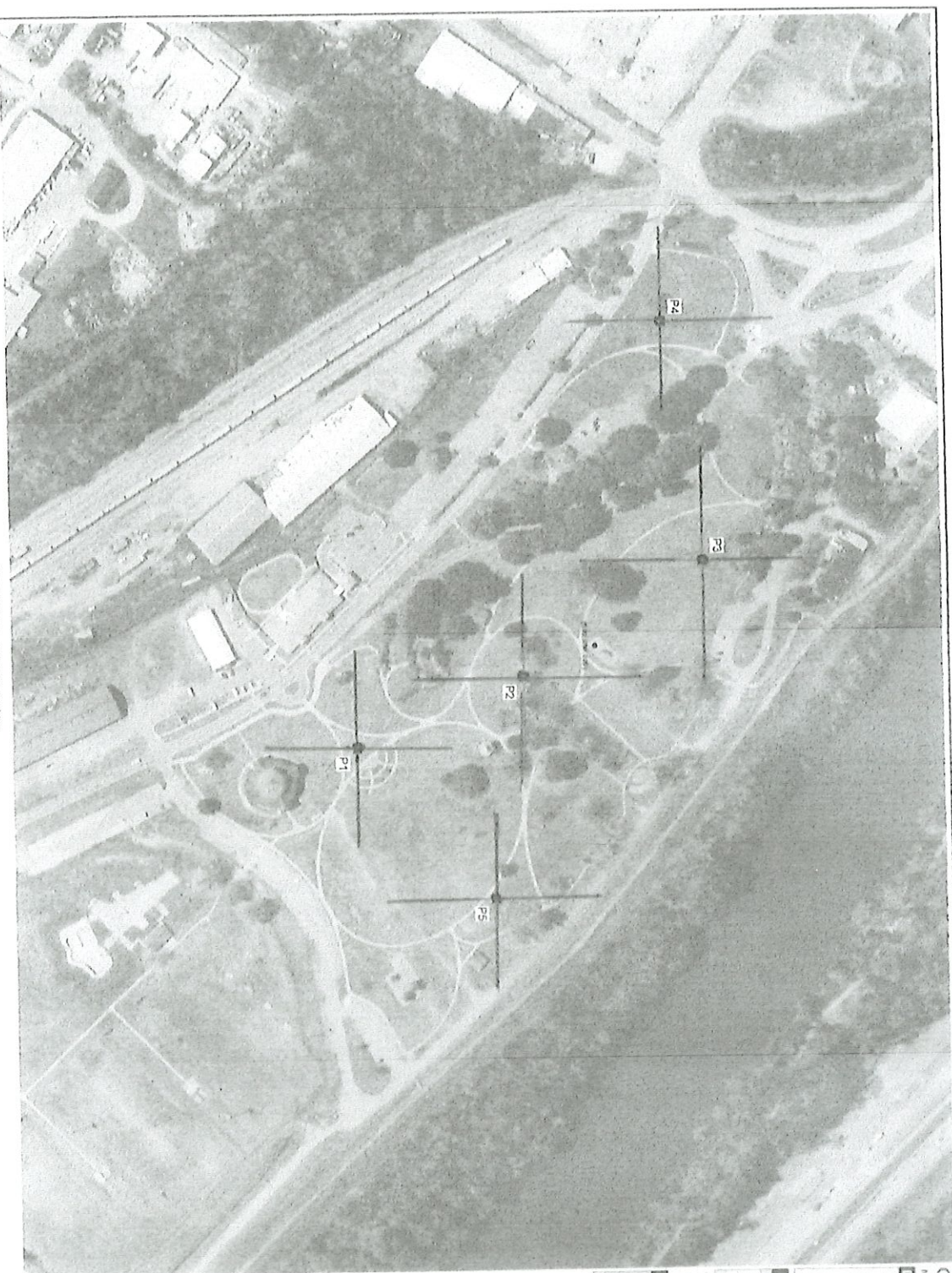
Installation Requirements: Based on drawings, 15' height within 3 feet (1.5m) of ground level.

Equipment List for Areas Shown

Quantity	Model	Notes	Height
1	1155	15' height within 3 feet (1.5m) of ground level	15'
1	1155	15' height within 3 feet (1.5m) of ground level	15'
1	1155	15' height within 3 feet (1.5m) of ground level	15'
1	1155	15' height within 3 feet (1.5m) of ground level	15'
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1	1155	15' height within 3 feet (1.5m) of ground level	15'
1	1155	15' height within 3 feet (1.5m) of ground level	15'
1	1155	15' height within 3 feet (1.5m) of ground level	15'

Site Specific Equipment Draw Chart

Equipment	Quantity	Notes	Height
1155	1	15' height within 3 feet (1.5m) of ground level	15'
1155	1	15' height within 3 feet (1.5m) of ground level	15'
1155	1	15' height within 3 feet (1.5m) of ground level	15'
1155	1	15' height within 3 feet (1.5m) of ground level	15'
1155	1	15' height within 3 feet (1.5m) of ground level	15'
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1155	1	15' height within 3 feet (1.5m) of ground level	15'
1155	1	15' height within 3 feet (1.5m) of ground level	15'



Notes: (1) Equipment is shown at 15' height within 3 feet (1.5m) of ground level.

SCALE IN FEET 1:200
 0 100 200 300 400
 ENGINEERED DESIGN BY: CLASCONET • File #214040A • 06-AUG-25

MUSCO
 We Make It Happen.

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 MACON-BIBB COUNTY COMMISSION AGREEING TO PARTICIPATE IN THE NATIONAL ALVOGEN, INC.; AMNEAL PHARMACEUTICALS, LLC; APOTEX CORP.; HIKMA PHARMACEUTICALS USA, INC.; INDIVIOR, INC.; VIATRIS, INC.; SUN PHARMACEUTICAL INDUSTRIES, INC.; AND ZYDUS PHARMACEUTICALS (USA) INC. OPIOID SETTLEMENTS AND AGREEING TO BE BOUND BY AN ANTICIPATED MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF GEORGIA AND GEORGIA SUBDIVISIONS REGARDING SUCH SETTLEMENTS; TO AUTHORIZE THE APPLICATION, ACCEPTANCE, AND USE OF STATE BLOCK GRANT FUNDS FROM SUCH SETTLEMENTS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County (the “County”) initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief; and

WHEREAS, Defendants Alvogen, Inc.; Amneal Pharmaceuticals, LLC; Apotex Corp.; Hikma Pharmaceuticals USA, Inc.; Indivior, Inc.; Viatris, Inc.; Sun Pharmaceutical Industries, Inc.; and Zydus Pharmaceuticals (USA), Inc. (collectively, “Third Wave Manufacturers”) have reached national settlement frameworks (collectively referred to as the “Third Wave Opioid Settlements”) with certain states, including the State of Georgia, and certain subdivisions, and Georgia subdivisions now have the option to join; and

WHEREAS, the total value of the Third Wave Opioid Settlement Fund is going to be approximately \$720 Million, to be paid by the various Third Wave Manufacturers in various amounts, over various periods of time up to ten years, and which may include the donation of certain anti-opioid medications in lieu of some payments; and

WHEREAS, the Third Wave Opioid Settlement Fund will be divided among participating states, which will then divide their allocations among their subdivisions; and

WHEREAS, the State of Georgia is allocating seventy-five percent of its total award from the Third Wave Opioid Settlement to itself and the remaining twenty-five percent will be divided amongst subdivisions of the state, including Macon-Bibb County; and

WHEREAS, the State of Georgia's allocation will then be distributed on a regional basis via block grants with the amounts and criteria for block grant distributions to be determined; and

WHEREAS, the State of Georgia and certain Georgia subdivisions anticipate reaching a Memorandum of Understanding regarding the Third Wave Opioid Settlements, the purpose of which is to maximize funds available under the Third Wave Opioid Settlements and control how funds from the Third Wave Opioid Settlements are allocated between the State of Georgia and Georgia subdivisions, and the form of which is expected to be identical in all material respects to the "State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements" previously agreed to by the County; and

WHEREAS, the County desires to participate in the Third Wave Opioid Settlements and intends to agree to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the Third Wave Opioid Settlements; 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 that the Macon-Bibb County Commission, as the governing body of the county, hereby agrees to participate in the Third Wave Opioid Settlements.

BE IT FURTHER RESOLVED that the Macon-Bibb County Commission, as the governing body of the county, hereby agrees to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the Third Wave Opioid Settlements.

BE IT FURTHER RESOLVED that the Macon-Bibb County Commission hereby appoints Mayor Lester M. Miller, or his designee, as the duly-appointed representative of the county for the purposes of participating in the Third Wave Opioid Settlements and agreeing to be

bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the Third Wave Opioid Settlements.

BE IT FURTHER RESOLVED that once a Memorandum of Understanding with the State of Georgia has been reached regarding the Third Wave Opioid Settlements, the Macon-Bibb County Commission authorizes the duly-appointed representative of the county to execute any document necessary to demonstrate the county's agreement to be bound by the Memorandum of Understanding.

BE IT FURTHER RESOLVED that once a Memorandum of Understanding with the State of Georgia has been reached regarding the Third Wave Opioid Settlements, the Macon-Bibb County Commission authorizes the duly-appointed representative of the county to execute the requisite Participation Forms for the Third Wave Opioid Settlements, which can be executed via DocuSign (the preferred method). For illustrative purposes, blank versions of the Participation Forms for the Third Wave Opioid Settlements are attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the Macon-Bibb County Commission hereby approves and authorizes the Macon-Bibb County Government, the mayor, and any designee thereof within the Macon-Bibb County Government to apply for and accept any future grant funds that are made available by the State of Georgia using any of the State's allocation of Third Wave Opioid Settlements funds, either alone or with any other funds, without future authorization from the Commission, and to expend those funds in accordance with any applicable grant applications or agreements.

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 Commission

EXHIBIT A

**TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID
SETTLEMENTS.**

SETTLEMENT OVERVIEW

Proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against eight opioids manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the “Manufacturers”). Local political subdivisions and special districts are referred to as “subdivisions.”

The Settlements require the settling Manufacturers to pay hundreds of millions of dollars to abate the opioid epidemic. The Settlements will provide a maximum of approximately \$720 million in cash to participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Alvogen to immediately pay up to approximately \$19 million;
- Amneal to pay up to approximately \$74 million over 10 years, and to provide either approximately \$177 million of its generic version of the drug Narcan or up to an additional approximately \$44 million in cash;
- Apotex to immediately pay up to approximately \$65 million;
- Hikma to immediately pay up to approximately \$98 million, and to provide either approximately \$35 million of its naloxone product or up to an additional approximately \$7 million in cash;
- Indivior to pay up to approximately \$75 million over five years, a portion of which, at the election of the state, could be paid in the form of Indivior’s branded buprenorphine and/or nalmefene products with a value of up to \$140 million.;
- Mylan to pay up to approximately \$290 million over nine years;
- Sun to immediately pay up to approximately \$32 million; and
- Zydus to immediately pay up to approximately \$15 million.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or distribution practices and require the Manufacturers to implement safeguards to prevent diversion of prescription opioids.

Each of the proposed settlements has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com/>.

Second, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlements provide that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for these new Settlements and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in one or more of the Settlements, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them.

Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlements, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com/>.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the **October 8, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Forms and instructions.

All required documentation must be signed and returned on or before **October 8, 2025**.

Settlement Document

Binding on State of Georgia When Executed by Georgia AG / Governor

State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlements with Alvogen, Inc., Amneal Pharmaceuticals LLC, Apotex Corp., Hikma Pharmaceuticals USA Inc., Indivior Inc., Viatris Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (USA) Inc.

Foreword

This Memorandum of Understanding between the State of Georgia *ex rel.* Chris Carr, Attorney General (the “State”), and certain Georgia Local Government entities (“LGs”) concerns the harms visited upon Georgia’s citizens and the State itself by certain manufacturers, distributors, and pharmacies (“Opioid Defendants”) of prescription opioids.

To address these harms, the State and certain LGs separately initiated litigation meant to hold Opioid Defendants accountable.

On December 31, 2021, the State entered into settlements with Opioid Defendants McKesson Corporation, AmerisourceBergen Corporation, Cardinal Health, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (together, the “National Distributor and J&J Settlements”). The State has since entered into settlements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walmart Inc., CVS Health Corporation and CVS Pharmacy, Inc., Walgreen Co., and The Kroger Co.

Thereafter, the State and participating LGs entered into a Memorandum of Understanding to memorialize an agreement that would enable them to maximize the monetary help received from the National Distributor and J&J Settlements to address harms visited upon Georgia’s citizens and the State itself in the opioid crisis (the “2022 MOU”). The State and participating LGs also entered into MOUs regarding the settlements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walmart Inc., CVS Health Corporation and CVS Pharmacy, Inc., Walgreen Co., and The Kroger Co.

On or about April 4, 2025, eight drug manufacturers, including **Alvogen, Inc., Amneal Pharmaceuticals LLC, Apotex Corp., Hikma Pharmaceuticals USA Inc., Indivior Inc., Viatris Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (USA) Inc.** (together, “Third Wave Manufacturers”) entered into

Settlement Document

Binding on State of Georgia When Executed by Georgia AG / Governor

Settlement Agreements with certain Settling States, governmental subdivisions, and other entites (“Third Wave Manufacturer Settlements”). The State of Georgia and LGs are eligible to join the Third Wave Manufacturer Settlements.

During May 2025, the State opted into the Third Wave Manufacturer Settlements. The LGs have until October 8, 2025, to opt in to the Third Wave Manufacturer Settlements.

This Memorandum of Understanding (“Third Wave Memorandum” or “Third Wave MOU”) aims to memorialize an agreement between the State and certain LGs that will enable them to maximize the monetary funds received from the Third Wave Manufacturer Settlements to remediate the harms caused by the opioid crisis. The processes outlined in this Memorandum in large part replicate processes required under the 2022 MOU. Except where the terms are different, the processes used in administration of the 2022 MOU shall be utilized for administration as required under this Memorandum.

I. Definitions

Capitalized terms shall have the same definitions as in the 2022 MOU with the exception of:

- a. “Legislative Bar” means O.C.G.A. § 10-13B-1 *et seq.*
- b. “Local Government Opioid Funds” means the funds allocated to local governments pursuant to Section II of this Memorandum.
- c. “Opioid Funds” means the total monetary amounts obtained through the Third Wave Manufacturer Settlements as defined in this Third Wave MOU which are allocated to Georgia and its Participating Local Governments under the Third Wave Manufacturer Settlements.
- d. Third Wave Manufacturer Settlements means the settlement agreements dated April 4, 2025, for each of the Third Wave Manufacturers and available at <https://nationalopioidsettlement.com/additional-settlements/>.
- e. “Parties” shall mean the State and the Participating Local Governments.

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- f. “Participating Local Governments” shall mean:
 - (i.) all litigating subdivisions listed on Exhibits “C” of the Third Wave Manufacturer Settlements, and
 - (ii.) nonlitigating subdivisions listed on Exhibits “G” of the Third Wave Manufacturer Settlements that choose to sign on to the Third Wave Manufacturer Settlements and this Memorandum.
- g. “Released Entities” means the entities defined as such in the Third Wave Manufacturer Settlements.
- h. “State Opioid Funds” means the funds allocated to the State pursuant to Section II of this Memorandum.
- i. “Trust” means the Georgia Opioid Crisis Abatement Trust, approved by the Gwinnett County Superior Court on February 16, 2023.
- j. “Trustee” means the Trustee of the Georgia Opioid Crisis Abatement Trust.

II. Allocation between State and Local Governments

- a. The Participating Local Governments shall collectively receive 25% of the Opioid Funds as their full allocation of Local Government Opioid Funds for all claims past and future of the Participating Local Governments. Local Government Opioid Funds shall be paid to a Settlement Fund Administrator as defined in the Third Wave Manufacturer Settlements and distributed pursuant to the Third Wave Manufacturer Settlements, with the following additional conditions:
 - (i) If a county which is a Participating Local Government under this Memorandum has a sheriff who is a Subdivision listed in the Opioid Settlement, at least 9.45% of the Opioid Funds paid to that county under the terms of the Third Wave Manufacturer Settlements in which the sheriff agreed to participate shall be allocated to that county’s sheriff to be used for Approved Purposes;

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- (ii.) If a county which is a Participating Local Government under this Memorandum has a hospital which is a Subdivision listed in the Third Wave Manufacturer Settlements, at least 2% of the Opioid Funds paid to that county under the terms of the Third Wave Manufacturer Settlements in which the hospital agreed to participate shall be allocated to the hospital to be used for Approved Purposes; and
 - (iii.) If a county which is a Participating Local Government under this Memorandum has a school district which is a Subdivision listed in the Third Wave Manufacturer Settlements, at least 1% of the Opioid Funds paid to that county under the terms of the Third Wave Manufacturer Settlements in which the school district agreed to participate shall be allocated to the school district to be used for Approved Purposes.
- b. The State shall receive 75% of the Opioid Funds as its full allocation of State Opioid Funds.
- c. Of the State's 75% share, after the payment of litigation fees and costs owed to the State's outside counsel pursuant to the agreement entered into on September 10, 2018, or as may be amended, 60% of the remaining funds shall be transferred by the receiving state agency through the Office of Planning and Budget to the State Treasury and spent at the direction of the State Legislature for Approved Purposes by appropriation and in compliance with the terms of the Third Wave Manufacturer Settlements and this Memorandum. The remaining 40% after payment of fees and costs shall be transferred to the Trust by the receiving state agency and shall be expended by the Trustee on a regional basis ("Regional Distribution") as set forth in the Declaration of Trust, the 2022 MOU, and this Third Wave MOU.
 - (i.) For purposes of the Regional Distribution under the Third Wave Manufacturer Settlements, the Regions shall be the same as established pursuant to the 2022 MOU, including Qualifying Block Grantees.

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- (ii.) Each Qualifying Block Grantee shall receive its allocation of the Regional Distribution via a direct block grant so long as it certifies that it has sufficient infrastructure to provide opioid abatement services.
- (iii.) The Trustee shall use the same allocation model as used under the 2022 MOU for the Regional Distribution.
- (iv.) The Regional Advisory Councils established pursuant to the 2022 MOU shall have the same duties and responsibilities in connection with the funds allocated to the Trust pursuant to this Third Wave MOU as under the 2022 MOU, including reporting requirements and making themselves available to consult with the Government Participation Mechanism and with Participating Local Governments to best determine how funds will be spent for opioid remediation within the established Regions. In every instance the Trustee shall retain final authority over Regional Distributions.

III. Funds to be used for Approved Purposes; Clawback and Recoupment

- a. With the exception of administrative expenses as allowed under the Third Wave Manufacturer Settlements, funds set aside for attorneys' fees and costs for State of Georgia outside counsel, and funds set aside for attorneys' fees for Local Government outside counsel pursuant to Section VI of this Memorandum, State Opioid Funds and Local Government Opioid Funds shall be used for Approved Purposes.
- b. Funds are to primarily (no less than 70 percent) be used for future abatement purposes. Funds used to reimburse the Parties for past abatement expenses may not be used to reimburse past Medicaid expenses or any other expense that would be subject to a federal clawback, recoupment, or similar mechanism.
- c. The State and Participating Local Governments shall work cooperatively to ensure the funds are spent within the spirit of this Memorandum and the Third Wave Manufacturer Settlements, and shall further work cooperatively to actively defend the funds from federal clawback and/or recoupment, including, but not limited to, actively

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participating in any administrative procedure or other case or process related to defense of the funds from federal clawback and/or recoupment. In the event the federal government initiates and successfully claws back any Opioid Funds related to the Settlement, such amounts shall first be deducted from the total disbursements to be made to both the State and Local Governments in the calendar year the clawback claim is successfully made and shall thereafter be deducted from the total disbursements to be made in any subsequent calendar year if necessary. After such deduction, the allocation between the State and Participating Local Governments described in Section II of this Memorandum shall be applied to the remaining funds for the current calendar year or any subsequent calendar year if applicable. Deduction of amounts from the total disbursements shall include reimbursement of any amounts paid by the State or withheld from amounts due to the State as the result of a clawback and/or recoupment.

IV. Compliance and Reporting

- a. The Trustee shall provide an up-to-date accounting of payments into or out of the Trust and/or its subaccounts upon written request of the State or a Participating Local Government. The State, together with the Trustee, shall provide an annual report detailing: (1) the amounts received by the State and deposited into the State Treasury and the amounts remitted to the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The State and Trustee shall also include an assessment of how well resources have been used by the State and the Participating Local Governments to abate opioid addiction, overdose deaths, and the other consequences of the opioid crisis. The State shall publish its annual report and all Regional Advisory Council annual reports on its website.
- b. Expenses of the Trustee shall be deducted first from interest earned on funds held by the Georgia Opioid Crisis Abatement Trust, and then, if necessary, may be deducted from the corpus of Trust funds. Administrative expenses of the State shall be paid from or reimbursed out of State Opioid Funds as allowed under the terms of the Third Wave Manufacturer Settlements.

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- c. The Trustee and the State shall endeavor to keep such expenses reasonable in order to maximize the funding available for opioid abatement.
- d. Each Regional Advisory Council shall provide a report annually to the Trustee and Government Participation Mechanism detailing: (1) the amount received by each local government within the Region; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed and approved allocations. Each Participating Local Government within each Region shall provide any information necessary to facilitate such reporting to a single regional delegate selected by the Region to provide its annual report.
- e. If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used funds for a non-approved purpose, they may request jointly in writing the documentation underlying such alleged improper use of funds.
- f. The State and Participating Local Governments may object in writing to the Trustee to an allocation or expenditure on the basis that the allocation or Trust expenditure is inconsistent with Section III of this Memorandum or violates Section IV.c of this Memorandum regarding reasonable expenses of the Trustee.
- g. Any party to this Memorandum who receives a written request sent pursuant to IV.f or IV.e shall have 21 days to respond to such request, which may be extended by mutual consent.
- h. A party who makes a written request pursuant to IV.f may file an action in the Superior Court of Gwinnett County within one year of its objection seeking a determination as to the validity of the objection.
- i. If, after a written objection made pursuant to IV.e, it appears to the State that a Participating Local Government has spent funds on non-approved

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purposes, the State may seek and obtain an injunction in the Superior Court of Gwinnett County prohibiting the Participating Local Government from spending further funds on non-approved purposes, and ordering the return of monies spent on non-approved purposes. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the Trustee or national Settlement Fund Administrator and shall only resume after the action is resolved. Once the action is resolved, suspended payments to the Participating Local Government shall resume, less any amounts ordered returned that have not yet been returned as of the date of the resumption of suspended payments.

- j. Attorney's fees and costs are not recoverable in actions brought under this Section.

V. Litigation Bar

- a. All Parties expressly acknowledge that this Third Wave MOU qualifies under O.C.G.A. § 10-13B-2(a)(4)(E) and that the Third Wave Manufacturer Settlements are state-wide opioid settlements as that term is defined in O.C.G.A. § 10-13B-2(4).

VI. Attorney's Fees; Costs and Expenses

- a. Section VII of the 2022 MOU is incorporated by reference as though fully set forth herein.

VII. Future Agreements and Negotiations

- a. Nothing in this Memorandum shall bind the Parties concerning any future opioid settlements other than the ones expressly contemplated in (1) this Memorandum or (2) any amendments to this Memorandum made pursuant to Section VIII.b. Other than those Released Entities who are parties to the Third Wave Manufacturer Settlements, the Parties are free to engage in settlement negotiations with any Opioid Defendants without prior consent or participation of any other party to this Memorandum.

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- b. The Parties shall endeavor, insofar as is reasonably practicable, to keep each other apprised of future negotiations concerning future opioid settlements. Nothing in this provision shall require the parties to violate any duty, obligation, or promise of confidentiality, non-disclosure agreement, common interest agreement, court order concerning non-disclosure, or similar non-disclosure obligation concerning negotiations regarding future opioid settlements. For the avoidance of doubt, LGs shall not be required to disclose, among other things, any information relating to negotiations between groups of local governments and Opioid Defendants, and the State shall not be required to disclose, among other things, any information relating to negotiations between states or groups of states and Opioid Defendants.

VIII. Miscellaneous

- a. This Memorandum shall be governed by Georgia law.
- b. The Parties may make amendments to this Memorandum as necessary. Amendments shall be in writing and shall require the consent of all Parties to this Memorandum. Proposed amendments shall be circulated to all Parties through designated contacts provided in their Acknowledgement, after which Parties shall have 30 days to agree or object to the proposed amendment. Parties who do not respond shall be deemed to have consented to the amendment for purposes of this Section VIII.b.
- c. Jurisdiction and venue regarding any disputes between or among the Parties concerning this Memorandum or the interpretation thereof shall lie in the Superior Court of Gwinnett County, Georgia.
- d. This Memorandum terminates automatically with respect to the Third Wave Manufacturer Settlements in the event such settlements are terminated by the parties to it.
- e. By entering into this Memorandum, a local government agrees to participate in the Third Wave Manufacturer Settlements.

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- f. If less than 65% of the litigating LGs participate in the Third Wave Manufacturer Settlements, this Memorandum is voidable by the State.

* * * * *

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ATTACHED EXHIBITS:

**EXHIBIT 1: ACKNOWLEDGEMENT AND AGREEMENT TO BE
 BOUND TO MEMORANDUM OF UNDERSTANDING**

EXHIBIT 1

**ACKNOWLEDGEMENT AND AGREEMENT
TO BE BOUND BY MEMORANDUM OF UNDERSTANDING**

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

- _____ [NAME OF ENTITY] has received the **State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with Alvogen, Inc., Amneal Pharmaceuticals LLC, Apotex Corp., Hikma Pharmaceuticals USA Inc., Indivior Inc., Viatris Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (USA) Inc. and other related entities as defined in the Third Wave Manufacturer Settlements**
- The undersigned is a duly-appointed representative of _____ [NAME OF ENTITY], and has the authority to execute this document and bind _____ [NAME OF ENTITY] to the Memorandum.
- _____ [NAME OF ENTITY] is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum.
- The undersigned, on behalf of _____ [NAME OF ENTITY], understands and acknowledges the terms of the Memorandum, and _____ [NAME OF ENTITY] agrees to be bound by its terms.
- No party is under duress or undue influence.

/s/ _____

Name: _____

Title: _____

Date: _____

Entity: _____

Designated Contact for Purposes of Section VIII.b:

Name: _____

Title: _____

Address: _____

Email: _____



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 A PROFESSIONAL SERVICES AGREEMENT WITH EVIDENCE-BASED ASSOCIATES, LLC, IN THE AMOUNT OF \$364,500.00, FOR THE PROVISION OF FUNCTIONAL FAMILY THERAPY SERVICES FOR JUVENILE COURT PARTICIPANTS, PAYABLE FROM FY 2026 JUVENILE JUSTICE INCENTIVE GRANT FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on August 19, 2025, by Resolution R-26-0033, the Macon-Bibb County Commission authorized the acceptance of a FY 2026 Juvenile Justice Incentive Grant on behalf of the Macon Judicial Circuit Juvenile Court; and

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

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

WHEREAS, Juvenile Court desires to utilize the services of Evidence-Based Associates, LLC for an additional one-year period, to be paid from the JJIG funds, in the amount of \$364,500.00; and

WHEREAS, Procurement concurs with this award recommendation; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same, that the Mayor is authorized to execute a professional services agreement with Evidence-Based Associates, LLC, in the amount of \$364,500.00, for the provision of functional family therapy services for juvenile court participants, to be paid from the Grants Fund – 26 JJIG-AW-JJIG-26-168-030 – Contract Labor – Contractual Services line item.

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

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

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

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

*Q:\RES MACON-BIBB\2025 Miller Authorizing Professional Services Agreement With Evidence Based Associates
For Juvenile Court 9-18-25.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 AMENDMENT TO THE AGREEMENT WITH PARK PLACE TECHNOLOGIES, LLC, FOR NETWORK RECOVERY SERVICES FOR BIBB SHERIFF’S OFFICE, IN THE AMOUNT OF \$20,560.00, TO BE PAID FROM I.T. DEPARTMENT BUDGET - INFRASTRUCTURE, CONTRACT LABOR LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, to ensure the ongoing stability of the Macon-Bibb County network and data systems, the Information Technology department finds that certain network recovery and maintenance services are required for Bibb Sheriff’s Office (BSO); and

WHEREAS, in September 2024, Macon-Bibb County entered into a professional services agreement, filed with the Clerk of Commission as C-24-0204, in the amount of \$13,400.00 with Park Place Technologies, LLC (Park Place) for the initial network recovery and maintenance services for the BSO; and

WHEREA, this project is ongoing, and additional services from Park Place are required to complete the project; and

WHEREAS, the Macon-Bibb County Code of Ordinances Sec. 19-10(b) provides that the Macon-Bibb County Commission must approve any professional services over \$25,000.00 in value; and

WHEREAS, the Macon-Bibb County Code of Ordinances Sec. 19-5.8 further provides that change orders causing the price of a contract that was previously below the dollar value requiring Commission approval to exceed that threshold must be approved by the Macon-Bibb County Commission; and

WHEREAS, the value of the necessary additional services to be provided by Park Place is \$20,560.00, bringing the total contract price to \$33,960.00; and

WHEREAS, the Information Technology department is satisfied with the professional services previously provided by Park Place on this project and recommends that they continue to perform these services; and

WHEREAS, Procurement concurs with this award recommendation; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute an amendment to the professional services agreement with Park Place Technologies, LLC in the amount of TWENTY THOUSAND, FIVE HUNDRED SIXTY DOLLARS AND 00/100 CENTS (\$20,560.00) for the provision of data and network restoration and maintenance services for the Bibb Sheriff's Office, with such agreement to be in a form to be approved of by the County Attorney, and with associated costs to be paid from the I.T. Department budget – Infrastructure, Contract Labor line item.

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 Amendment to Park Place - \$20,560.00 - IT -9-17-25.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 PIEDMONT MINING LLC FOR THE CONSTRUCTION OF PHASE II OF THE RUNWAY 5 EXTENSION PROJECT AT THE MIDDLE GEORGIA REGIONAL AIRPORT, IN THE AMOUNT OF \$7,685,659.51, TO BE PAID FROM FAA AIG AND BIL GRANT FUNDS AND THE COUNTY’S LOCAL MATCH FOR THOSE FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County, as owner and Sponsor of the Middle Georgia Regional Airport, has been in the process of extending Runway 5-23 at the Middle Georgia Regional Airport; and

WHEREAS, on July 18, 2023, by Resolution R-23-0147, the Macon-Bibb County Commission authorized an agreement with Piedmont Mining LLC for the construction of the Runway 5-23 Extension project; and

WHEREAS, since work on the extension project is well underway, the County’s airport staff and the County’s retained airport engineering firm issued an Invitation for Bid (“IFB”) # 25-042-LH soliciting bidders to bid on Paving, Lighting and Markings for Runway 5 Extension (“Phase II of the Runway 5 Extension”); and

WHEREAS, IFB # 25-042-LH was published on April 21, 2025, advertised on the Macon-Bibb County Procurement page, and posted to the Georgia Procurement Registry and the BID page for Passero, the County’s contracted airport engineering firm, where forty-eight (48) vendors were notified of the opportunity to bid; and

WHEREAS, on the published due date of May 22, 2025, two (2) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirement review; and

WHEREAS, after review of the bids, Piedmont Mining LLC, whose bid was the lowest responsive and responsible bid, is recommended for award of a contract for Phase II of the Runway 5 Extension project; and

WHEREAS, Procurement concurs with the recommendation of award of a contract to Piedmont Mining LLC; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Mayor to execute an agreement with Piedmont Mining LLC for the construction of Phase II of the Runway 5 Extension project at the Middle Georgia Regional Airport, in the amount of \$7,685,659.51, in accordance with the generalized scope of work included in the Invitation for Bid attached hereto and incorporated herein as Exhibit A; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with Piedmont Mining LLC for the construction of Phase II of the Runway 5 Extension at the Middle Georgia Regional Airport, in the amount of \$7,685,659.51, in a form to be approved by the County Attorney's Office, to be paid from FAA AIG and BIL grants and the County's match to those grants.

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 Piedmont Mining for Phase II of Runway 5-23
Extension \$7,685,659.51 9-19-25.docx*

EXHIBIT A

**ADVERTISEMENT FOR BIDS
PAVING, LIGHTING AND MARKINGS FOR
RUNWAY 5 EXTENSION
MIDDLE GEORGIA REGIONAL AIRPORT (MCN)
MACON, GEORGIA**

Sealed bid (include 1 original and Flash drive) for the **PAVING, LIGHTING AND MARKINGS FOR RUNWAY 5 EXTENSION** project at the Middle Georgia Regional Airport, Macon, Georgia, will be received by Macon-Bibb County Procurement Department located at 700 Poplar Street, 3rd floor, Suite 308, Macon, GA 31201, until **12:00 P.M. local time on May 22, 2025** then publicly opened and read aloud at **2:00 P.M. local time on May 22, 2025**.

PROJECT DESCRIPTION

This phase of the Runway 5 Extension Project consists of pavement demolition, grading, paving, pavement marking, airfield lighting, signage and installation of the MALSR, MALSR shelter, and MALSR road. The proposed taxiway and runway pavement will consist of an asphalt pavement section for the Base Bid and a concrete pavement section for Alternate 1.

The location of the work is at the *Middle Georgia Regional Airport, in Macon, Georgia* and is anticipated to begin construction in April 2026.

Prospective bidders should read the following instructions carefully before submitting their bids. For each item on the bid form there is a space provided for the price to be shown in numerals and words. All notations must be in ink. Totals read at the opening of bids are not guaranteed to be correct and no final award of contract will be made until the bid and extensions have been verified.

A Bidder's bond must be executed on the form furnished by the Owner, and the required bond, cash, cashier's check, or certified check must accompany each proposal, in the amount of 5% of the total amount of the proposal. A 100% performance bond and a 100% payment bond will be required of the Contractor at time of contract execution. A Georgia Resident Agent must countersign all bonds from a surety company authorized by law to do business in this State pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance; no bond shall be approved unless the surety is on the United States Department of Treasury's list of approved bond sureties.

The successful bidder will be required to provide the Owner with the affidavit required by OCGA 36-91-21 (e) *Competitive Award Requirements*.

All work under the contract shall be completed within **70 calendar days: 65 days for Schedule A & 5 days for Schedule B** from the issuance of the Construction Notice to Proceed.

Liquidated damages for delays in completion will be assessed **\$1,000.00 per calendar days**. **Damages for exceeding nighttime work will be assessed at a rate of \$500 for every fifteen minutes that the runway remains closed after 5:00 A.M.**

Payment will be made monthly on completed work. Retainage will be held by the Owner to a maximum of ten percent (10%) of each progress payment.

A complete set of Bid Documents, consisting of this Notice To Bidders, the General Provisions, Technical Specifications, Bid Forms, Agreement Forms and Contract Drawings, will be available on Wednesday, April 23, 2025 and may be obtained from [Passero Associates website, www.passero.com](http://www.passero.com), under the “BIDS” tab and from the following sources:

Georgia Procurement Registry website & the Macon-Bibb County Procurement Active Solicitation website.

A **Mandatory Pre-Bid Conference** will be held **Monday, May 5, 2025 @ 2:00 P.M. local time** at the Middle Georgia Regional Airport located at 1000 Terminal Dr., Macon, GA 31297.

Technical questions shall be directed to Tiffany King (tking@passero.com) and must be received no later than **Friday, May 9, 2025 @ 5:00 P.M.** An addendum responding to questions received will be issued by the close of the business day on **Wednesday, May 14, 2025** and posted to Passero Associates website via the projects bid tab.

There is no cost to download the contract documents, but prospective bidders must sign up as a Planholder to receive addenda and contract notices. Planholders are automatically signed up when downloading the Bid documents from www.passero.com.

Bid Summary Schedule:

Advertisement	Monday, April 21, 2025
Bid Document Available	Wednesday, April 23, 2025
Mandatory Pre-Bid Meeting	Monday, May 5, 2025 @ 2:00 P.M. local time
Last Day for Questions	Friday, May 9, 2025 @ 5:00 P.M. local time
Final Addendum Issued	Wednesday, May 14, 2025
Bid Opening	Thursday, May 22, 2025 @ 2:00 P.M. local time

Envelopes containing bids must be sealed, addressed to the undersigned, and marked as follows: "Bid for Construction at *Middle Georgia Regional Airport, Macon, GA*, Project Name as stated in page one of the Bid Forms, Passero Associates Project 20202946.0025 Bidders Name and Address". Bids will be required to remain open for acceptance or rejection for **120 calendar days** after the date of opening of bids.



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 AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT WITH MCLEROY, INC., FOR ASPHALT PAVING & RESURFACING SERVICES, IN THE AMOUNT OF \$781,537.47, 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, 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, under the 2025 LMIG program, Macon-Bibb County was awarded \$2,385,048.79 from the Georgia Department of Transportation, and is required to spend a 30% local match in the amount of \$715,514.64; and

WHEREAS, on September 2, 2025, the Macon-Bibb County Commission, in Resolution R-26-0002, authorized the Mayor to enter into an Independent Contractor Agreement with McLeroy, Inc., in the amount of \$2,336,508.00 for the purposes of milling, patching, & paving streets under the 2025 LMIG program; and

WHEREAS, to ensure that the local match and expenditure requirements under the 2025 LMIG program are met, Macon-Bibb County is required to expend an additional \$764,056.43; and

WHEREAS, Macon-Bibb County has determined that modifying the original scope of work to include roads requiring repair that are adjacent to those previously awarded will allow the

necessary expenditures to be made while allowing for efficient use of the funds allocated to these paving projects; and

WHEREAS, the additional roads to be added to the original scope of work are shown in the attached Exhibit A, incorporated herein by reference; and

WHEREAS, pursuant to Macon-Bibb County Code of Ordinances Sec. 19-5.8(d), the Macon-Bibb County Commission must all change orders greater than 20% of the original contract price; and

WHEREAS, the cost associated with resurfacing the additional roads is \$781,537.47, or 33% of the original contract price; and

WHEREAS, the Macon-Bibb County Commission desires to authorize an amendment to the previously awarded Independent Contractor agreement to ensure that the minimum local match required under the LMIG program is expended; and

WHEREAS, Procurement concurs with this award recommendation; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute an amendment to Independent Contractor Agreement with McLeroy, Inc., in the amount of SEVEN HUNDRED EIGHTY-ONE THOUSAND, FIVE HUNDRED THIRTY-SEVEN DOLLARS AND FORTY-SEVEN CENTS (\$781,537.47) for additional adjacent roads to be added to the deep patch asphalt resurfacing services contemplated in the prior awarded agreement to be paid from 2025 LMIG funds and 2018 SPLOST funds, with such amendment to be 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 Amendment to Agreement with McLeroy, Inc for LMIG Paving - \$781537.47 -9-15-25.docx

EXHIBIT A

2025 LMIG Additional Roads

McLeroy

			Feet of Roadway
Long Acre Dr	4201	Greenbriar Rd E to Partridge Dr	369
	1488	Partridge Dr to Dreyfus Dr	400
	4202	Dreyfus Dr to Randerson Dr	570
	4203	Randerson Dr to Dreyfus Dr	512
	4204	Dreyfus Dr to Partridge Dr	540
Greenbriar Rd E	1486	Lucerne Dr to Lucerne Dr	703
	1485	Lucerne Dr to Long Acre Dr	378
	1481	Long Acre Dr to Brinwood Dr	1156
	1480	Brinwood Dr to Boxwood Ct	414
	1472	Boxwood Ct to Edna Pl	251
Lucerne Dr	319	Greenbriar Rd E to Green Briar Rd E	1031
	317	Green Briar Rd E to Partridge Dr	588
	318	Partridge Dr to Partridge Dr	1048
Partridge Dr	4205	Long Acre Dr to Long Acre Dr	691
	4206	Long Acre Dr to Lucerne Dr	441
	4208	Lucerne Dr to Lucerne Dr	417
Dreyfus Dr	1487	Long Acre Dr to Long Acre Dr	629
N Atwood	3869	Westminister Dr to New Castle Dr	593
	3870	New Castle Dr to Oxford Dr	496
	213	Oxford Dr to cul-de-sac	75
New Castle Dr	1222	N Atwood Dr to Oxford Dr	802
	1224	Oxford Dr to cul-de-sac	550
Oxford Dr	1225	westminister Dr to New Castle Dr	393
	1223	NewCastle Dr to N Atwood Dr	512
Camden Road	363	Normandy to Ousley Place	396
	3586	Ousley Place to Hill Place	394
Hill Place	3592	Forest Hill Road to Camden Road	1376
	3593	Camden Road to Newport Place	1101
	3587	Newport Place to cul-de-sac	232
			17058



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 MAYOR TO EXECUTE AN AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT WITH PROFESSIONAL PAVING SERVICES, LLC, FOR ASPHALT PAVING & RESURFACING SERVICES, IN THE AMOUNT OF \$968,685.23, TO BE PAID FROM 2024 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, the Macon-Bibb County Commission pre-accepted the award of 2024 Local Maintenance Improvement Grant (LMIG) funds on October 3, 2023, in Ordinance O-23-0058; and

WHEREAS, under the 2024 LMIG program, Macon-Bibb County was awarded \$2,348,646.26 from the Georgia Department of Transportation, and is required to spend a 30% local match in the amount of \$704,593.88; and

WHEREAS, on August 19, 2025, the Macon-Bibb County Commission, in Resolution R-26-0035, authorized the Mayor to enter into an Independent Contractor Agreement with Professional Paving Services, LLC, in the amount of \$1,896,165.22 for the purposes of milling, patching, & paving streets under the 2024 LMIG program; and

WHEREAS, Macon-Bibb County has determined that modifying the original scope of work to include roads requiring repair that are adjacent to those previously awarded will allow the necessary expenditures to be made while allowing for efficient use of the funds allocated to these paving projects; and

WHEREAS, the additional roads to be added to the original scope of work are shown in the attached Exhibit A, incorporated herein by reference; and

WHEREAS, pursuant to Macon-Bibb County Code of Ordinances Sec. 19-5.8(d), the Macon-Bibb County Commission must all change orders greater than 20% of the original contract price; and

WHEREAS, the cost associated with resurfacing the additional roads is \$968,685.23, or 51% of the original contract price; and

WHEREAS, the Macon-Bibb County Commission desires to authorize an amendment to the previously awarded Independent Contractor agreement to ensure that additional necessary funds required to reach the minimum local match required under the 2024 LMIG program are expended; and

WHEREAS, Procurement concurs with this award recommendation; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute an amendment to Independent Contractor Agreement with Professional Paving Services, LLC, in the amount of NINE HUNDRED SIXTY-EIGHT, SIX HUNDRED EIGHTY-FIVE DOLLARS AND TWENTY-THREE CENTS (\$968,685.23) for additional adjacent roads to be added to the deep patch asphalt resurfacing services contemplated in the prior awarded agreement to be paid from 2024 LMIG funds and 2018 SPLOST funds, with such amendment to be 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.

[SIGNATURE TO FOLLOW]

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 Amendment to Agreement with Professional Paving Services for
LMIG Paving - \$968685.23 -9-15-25.docx*

EXHIBIT A

2024 LMIG Additional Roads

Professional Paving

<u>Road</u>	<u>Start and Stop</u>	<u>Distance in feet</u>
Chadwick Drive	Wesleyan Dr to Eastwick Place	897
	Eastwick Ct to Chadwick Ct	370
	Chadwick Ct to Chadwick Trail	664
Chadwick Circle	Chadwick Trail to Wexford Circle	1041
	Wexford Circle to Wexford Place	610
	Wexford Place to Chadwick Drive	483
Wexford Circle	Chadwick Circle to cul-de-sac	205
Wexford Place	Chadwick Circle to cul-de-sac	101
Senora Place	Conway Drive to Rivoli Landing	1909
Rivoli Landing	Rivoli Landing to Rivoli Drive	2169
Wesleyan Woods Drive	Rivoli Dr to Wesley Anne Ct	1392
	Wesley Anne Ct to Monticclair Dr	825
	Monticclair Dr to Guerry Dr	1970
	Guerry Dr to Wesleyan Dr	628
Wesley Anne Ct	Wesleyan Woods Dr to cul-de-sac	1157
Melvin Place	Marion Ave to Trammel Ave	459
Marion Ave	Guy Paine Road to Shi Place	1149
	Shi Place to Carmen Place	358
	Carmen Pl to Curtis Pl	300
	Curtis Pl to Irving Ave	1204
Irving Ave	Melvin Pl to Carmen Pl	1349
	Worsham Ave to Marion Ave	352
Trammel Ave	Melvin Pl to Carmen Pl	1234
Roy Ave	Melvin Pl to Carmen Pl	1148
Dorothy Ave	Melvin Pl to Carmen Pl	1065
		23039



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 AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT WITH PROFESSIONAL PAVING SERVICES, LLC, FOR ASPHALT PAVING & RESURFACING SERVICES, IN THE AMOUNT OF \$1,179,793.00, TO BE PAID FROM 2024 LRA 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, the Macon-Bibb County Commission accepted the award of 2024 Local Road Assistance Administration (LRA) funds on August 26, 2025, in Resolution R-26-0040; and

WHEREAS, under the 2024 LRA program, Macon-Bibb County was awarded \$2,926,055.13 from the Georgia Department of Transportation, with no required local match; and

WHEREAS, on August 26, 2025, the Macon-Bibb County Commission, in Resolution R-26-0038, authorized the Mayor to enter into an Independent Contractor Agreement with Professional Paving Services, LLC, in the amount of \$1,985,581.70 for the purposes of milling, patching, & paving streets under the 2024 LRA program; and

WHEREAS, in preparing for commencement of this road resurfacing project, it has been determined that certain roads adjoining the roads awarded under the independent contractor agreement are also in need of resurfacing; and

WHEREAS, Macon-Bibb County has determined that modifying the original scope of work to include roads requiring repair that are adjacent to those previously awarded will allow for faster performance and more efficient use of the funds allocated to these paving projects; and

WHEREAS, the additional roads to be added to the original scope of work are shown in the attached Exhibit A, incorporated herein by reference; and

WHEREAS, pursuant to Macon-Bibb County Code of Ordinances Sec. 19-5.8(d), the Macon-Bibb County Commission must all change orders greater than 20% of the original contract price; and

WHEREAS, the cost associated with resurfacing the additional roads is \$1,179,793.00, or 59% of the original contract price; and

WHEREAS, the Macon-Bibb County Commission desires to authorize an amendment to the previously awarded Independent Contractor agreement to ensure that all available funds under 2024 LRA program are expended; and

WHEREAS, Procurement concurs with this award recommendation; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute an amendment to Independent Contractor Agreement with Professional Paving Services, LLC, in the amount of ONE MILLION, ONE HUNDRED SEVENTY-NINE THOUSAND, SEVEN HUNDRED NINETY-THREE DOLLARS AND 00/100 CENTS (\$1,179,793.00) for additional adjacent roads to be added to the deep patch asphalt resurfacing services contemplated in the prior awarded agreement to be paid from 2024 LRA funds and 2018 SPLOST funds, with such amendment to be 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 Amendment to the Agreement with Professional Paving Services for LRA Paving - \$1,179,793.00 - 9-15-25.docx

EXHIBIT A

2024 LRA Additional Roads

Professional Paving

		Feet of Paving
Shirley Court	High Oak Drive to Elizabeth Ct	444
	Elizabeth Court to Knoll Terrace	467
	Knoll terrace to when road turns north	348
	due north to when road turns west	776
	due west until roads turns south	350
	due south to Shirley ct/Knoll Ter	787
Timber Ridge Dr	Old Oak Rd to Holly Way	742
	Holly Way to cul-de-sac	277
Holly Way	Timber Ridge Dr to Old Oak Rd	1249
Forest Pine Drive	Timber Ridge Dr to Ridge Cir	1253
	Timber Ridge Dr to cul-de-sac	397
Ridge Circle	Timber Ridge Dr to Forest Pine Dr	1628
	Forest Pine Dr to Old Oak Rd	458
	Old Oak Rd to Cul-de-sac	683
Old Oak Road	Timber Ridge Dr west to cul-de-sac	339
	Timber Ridge Dr to Holly Way	715
	Holly Way to Ridge Circle	603
	Ridge Circle to cul-de-sac	826
White Pine Court	Timber Ridge Dr to cul-de-sac	1192
Rivoli Oaks Dr	Northside Dr to Rivoli Oaks Dr	680
Carraige Way	outbound lane to Rivoli Dr	299
	Inbound from Rivoli Dr	335
	Divided median to Saddle Creek Ct	1135
	Saddle Creek Ct to Rivoli Chase	374
Rivoli Downs Dr	Northside Dr to Trotters Run	1598
	Trotters Run to Lake Point Dr	448
Lake Point Dr	Rivoli Downs Dr to cul-de-sac	569
Allison Park	Northside Dr to Cul-de-sac	472
North Springs Ct	Northside Dr to NNA	848
	NNA to cul-de-sac	445
Trotters Run	Rivoli Downs to Rivoli Club Dr	775
	Rivoli Club Dr to Lake View Dr N	1273
Toombs St	Houston Ave to Capital Ave	881
	Capital Ave to Mikado Ave	551
	Mikado Ave to Broadway	323
Chatham St	Houston Ave to Capital Ave	799
	Capital Ave to Mikado Ave	547
	Mikado Ave to Broadway	398
		26284



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 AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT WITH ATLANTA PAVING & CONCRETE CONSTRUCTION, INC., FOR ASPHALT PAVING & RESURFACING SERVICES, IN THE AMOUNT OF \$717,715.12, TO BE PAID FROM 2025 LRA 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, the Macon-Bibb County Commission pre-accepted the award of 2025 Local Road Assistance Administration (LRA) funds on August 26, 2025, in Resolution R-26-0040; and

WHEREAS, under the 2025 LRA program, Macon-Bibb County was awarded \$2,926,055.13 from the Georgia Department of Transportation, with no required local match; and

WHEREAS, on September 2, 2025, the Macon-Bibb County Commission, in Resolution R-26-0044, authorized the Mayor to enter into an Independent Contractor Agreement with Atlanta Paving & Concrete Construction, Inc., in the amount of \$2,209,409.11 for the purposes of milling, patching, & paving streets under the 2025 LRA program; and

WHEREAS, Macon-Bibb County has determined that modifying the original scope of work to include roads requiring repair that are adjacent to those previously awarded will allow for efficient use of the funds allocated to these paving projects; and

WHEREAS, the additional roads to be added to the original scope of work are shown in the attached Exhibit A, incorporated herein by reference; and

WHEREAS, pursuant to Macon-Bibb County Code of Ordinances Sec. 19-5.8(d), the Macon-Bibb County Commission must all change orders greater than 20% of the original contract price; and

WHEREAS, the cost associated with resurfacing the additional roads is \$717,715.12, or 32% of the original contract price; and

WHEREAS, the Macon-Bibb County Commission desires to authorize an amendment to the previously awarded Independent Contractor agreement to ensure that additional necessary funds required to reach the minimum local match required under the 2025 LRA program are expended; and

WHEREAS, Procurement concurs with this award recommendation; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute an amendment to Independent Contractor Agreement with Atlanta Paving & Concrete Construction, Inc., in the amount of SEVEN HUNDRED SEVENTEEN THOUSAND, SEVEN HUNDRED FIFTEEN DOLLARS AND TWELVE CENTS (\$717,715.12) for additional adjacent roads to be added to the deep patch asphalt resurfacing services contemplated in the prior awarded agreement to be paid from 2025 LRA funds and 2018 SPLOST funds, with such amendment to be 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 Amendment to Agreement with Atlanta Paving for 2025 LRA
Paving - \$717,715.12 - 9-15-25.docx*

EXHIBIT A

2025 LRA Additional Roads

Atlanta Paving

		Feet for Paving
Waters Point	Gates Road to Sailwind Ct	389
	Sailwind Ct to Old Mast Cove	448
	Old Mast Cove to Lake Water Pt	458
	Lake Water Pt to Spring Run	462
	Spring Run to cul-de-sac	381
Spring Run	Waters Point to cul-de-sac	517
Lake Water Point	Waters Point to cul-de-sac	515
Old Mast Cove	Waters Point to cul-de-sac	637
Sailwind Court	Waters Point to cul-de-sac	415
Waters Edge Dr	Gates Road to Watercress Dr	363
	Watercress Dr to Waterwheel Ct	441
	Waterwheel Ct to Park View Ct	1077
	Park View Ct to Hillridge Cv	1083
	Hillridge Cv to Springs Ct N	316
	Springs Ct N to cul-de-sac	797
Springs Court South	Waters Edge Dr to cul-de-sac	306
Spring Court North	Waters Edge Dr to cul-de-sac	519
Hillridge Cove	Waters Edge Dr to Watercress Dr	1091
	Watercress Dr to cul-de-sac	2266
Watercress Dr	Waters Edge Dr to Hillridge Cv	1012
Park View Ct	Waters Edge Dr to cul-de-sac	276
Arlington Row	Zebulon Road to Lullworth Cove	532
	Lullworth Cove to cul-de-sac	671
Lullworth Cove	Arlington Row to cul-de-sac	262
Roycrest Dr	Drury Dr to Ridge Ave	431
		15665



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 ADOPT A BUDGET AND APPROPRIATE SUMS FOR EXPENDITURE FROM THE MACON-BIBB COUNTY GENERAL OBLIGATION SALES TAX BONDS, SERIES 2025 FUNDS (“2025 SPLOST BOND”); AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, on August 5, 2025, by Resolution R-26-0026, the Macon-Bibb County Commission authorized a bond purchase agreement for the sale of \$50,000,000.00 Macon-Bibb County General Obligation Sales Tax Bonds, Series 2025 (“2025 SPLOST Bond”); and

WHEREAS, the County has received the proceeds from that bond issuance, including an additional \$5,302,329.00 in bond premiums, bringing the total amount of proceeds to \$55,302,329.00; and

WHEREAS, the Macon-Bibb County Commission desires to adopt a budget for the use of those 2025 SPLOST Bond proceeds; and

WHEREAS, the Macon-Bibb County Commission finds that the budget and appropriations specified herein are necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

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

Section 1.

Exhibit A, attached hereto and incorporated herein by reference, shall be the Macon-Bibb County 2025 SPLOST Bond budget, and the sums listed therein are hereby appropriated for the purposes specified.

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 Approving Budget For SPLOST Bond.Docx

EXHIBIT A

2025 SPLOST BOND BUDGET

	Budget	
1500 Admin	\$	544,515.00
3000 Public Safety	\$	10,000,000.00
4220 Roads	\$	20,000,000.00
6000 Culture and Recreation	\$	7,000,000.00
6100 Recreation	\$	7,000,000.00
7300 Industrial and Urban Dev.	\$	10,000,000.00
8020 Debt	\$	757,814.00
Total	\$	55,302,329.00



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 AUTHORIZING THE MAYOR TO ACCEPT FAA AIRPORT IMPROVEMENT PLAN FUNDING (“AIP”), IN AN AMOUNT OF \$3,600,000.00; AUTHORIZING THE MAYOR TO ACCEPT FAA AIRPORT INFRASTRUCTURE GRANTS, FUNDED BY THE BIPARTISAN INFRASTRUCTURE LAW, IN AN AMOUNT OF APPROXIMATELY \$2,300,000.00; APPROPRIATING UP TO \$2,000,000.00 FROM GENERAL FUND – FUND BALANCE AS THE MATCH FOR SUCH GRANTS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County has been in the process of completing the Runway 5-23 Extension project at the Middle Georgia Regional Airport; and

WHEREAS, Phase II of such project consists of pavement demolition, grading, paving, pavement marking, airfield lighting, signage and installation of the MALSR, MALSR shelter, and MALSR road; and

WHEREAS, in order to fund such improvements, the County expects to receive grants from the Federal Aviation Administration and to match such grants with local funds; and

WHEREAS, Macon-Bibb County has been awarded FAA Airport Improvement Plan (“AIP”) funding, in the amount of \$3,600,000.00 to be used for Phase II of the Runway 5-23 Extension project; and

WHEREAS, such grant requires a local match; and

WHEREAS, a copy of the AIP award agreement is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the County has applied for and anticipates being awarded approximately \$2,300,000.00 in Airport Infrastructure Grants funded by the Bipartisan Infrastructure Law (“BIL”); and

WHEREAS, such grants will require a local match; and

WHEREAS, the Macon-Bibb County Commission desires to accept the aforementioned grant funding from the FAA for Phase II of the Runway 5-23 Extension project; and

WHEREAS, the Macon-Bibb County Commission desires to appropriate up to \$2,000,000.00 from General Fund – Fund Balance to provide for the matching funds for this project; 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 authorizes the acceptance of FAA AIP funding, in the amount of \$3,600,000.00, in accordance with the terms and conditions described in Exhibit A, for the funding of Phase II of the Runway 5-23 Extension project.

Section 2.

The Macon-Bibb County Commission hereby authorizes the acceptance of FAA BIL funding, in the amount of approximately \$2,300,000.00, expected to be awarded to Macon-Bibb County in the next two years, in accordance with the terms and conditions required by the FAA, for the funding of Phase II of the Runway 5-23 Extension project.

Section 3.

The Macon-Bibb County Commission hereby approves a supplemental appropriation from General Fund – Fund Balance in the amount of up to \$2,000,000.00 to serve as the local match for the aforementioned grants, for the funding of Phase II of the Runway 5-23 Extension project.

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 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.

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 Accepting Airport Grants In The Amount Of Approx \$5.9Mil And
Appropriating Up To \$2Mil For Match.Docx*

EXHIBIT A



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
Georgia

Atlanta Airports District Office:
1701 Columbia Ave., Suite 220
College Park, GA 30337

Dr. Keith Moffett
Macon-Bibb County Manager
700 Poplar Street
Macon, GA 31202

Dear Keith Moffett:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-13-0079-038-2025 at Middle Georgia Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized **no later than September 21, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Gaethan Amedee, (404) 305-6746, Gaethan.Amedee@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Parks Preston
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date

Airport/Planning Area

Middle Georgia Regional Airport

Airport Infrastructure Grant
Number

3-13-0079-038-2025

Unique Entity Identifier

TVNBHEU6LLY9

TO: Macon-Bibb County

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 15, 2025, for a grant of Federal funds for a project at or associated with the Middle Georgia Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Middle Georgia Regional Airport (herein called the "Project") consisting of the following:

Extend Runway 5/23 (7,100 feet) – Pavement & Lighting – Construction - Phase 5

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$3,600,000.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$3,600,000 for airport development.

- 2. Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as noted in 49 U.S.C § 47142(b).
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. **Close Out and Termination**

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
 - (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
 - (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
 - (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
 - (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR §

200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before September 21, 2025**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s)**. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects**. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards**. The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements**. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American**. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America**. The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase**. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- 1. *Posting of contact information.*
 - a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- 2. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or

- b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

- a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

- a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
- b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
- c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
- d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

- a. "Employee" means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
- b. "Private Entity" means:

- i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
- ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 11, 2016, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any

amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

30. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

- a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and
- b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
 - b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
 - c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).
33. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

35. **Multi-Year Grants - Letter of Agreement.** The project defined in the Project Grant Application requires a multi-year grant agreement in accordance with 49 U.S.C. § 47108(a). The total United States share of the multi-year project is \$3,600,000.00, and the project is planned to be funded in Fiscal Years 2025 2026. The conditions of this multi-year Grant include the following, which are in addition to all other terms, conditions, and grant assurances attached to this Grant Agreement:
- a. The maximum obligation for the current fiscal year stated in Condition No. 1, Maximum Obligation, of this Grant Agreement may be increased in accordance with Condition No. 18,

Maximum Obligation Increase, provided the statutory permissions are met. Furthermore, the Sponsor must request eligible and justified additional amounts through a grant amendment, which is separate from the multi-year amendment process prescribed in subsection b. of this condition.

- b. After an annual appropriations act is enacted funding the AIP and applicable calculations are determined, the FAA will issue a letter to the Sponsor amending the obligated amount for the multi-year Grant; however, such amount shall not exceed the United States' share of the total estimated cost of completion, except as provided in 49 U.S.C. § 47108(b). At such time when the FAA can calculate the funding and incur the obligation, the FAA will establish each fiscal year's maximum obligation in a letter to the Sponsor. The newly obligated amounts for each successive fiscal year will begin a new budget period (See Condition No. 2, Grant Performance). Funding and the associated Federal share for each fiscal year will be subject to the restriction on the use of such apportionments imposed on FAA by existing 49 U.S.C. § 47108 and future appropriations acts, unless otherwise stated in the annual appropriations act or another Act enacted into law.
 - c. Under 49 U.S.C. § 47108(a), as amended, and at the Sponsor's request, the FAA commits the United States to obligate an additional amount pursuant to 49 U.S.C. § 47114 and subject to the restrictions on the use of such apportionments imposed on FAA by current or future statute or regulation, including Federal share provided in future appropriations, for this project for each of the following fiscal years:
 1. FY-2025 - \$2,300,000
 2. FY-2026 - \$1,300,000
 - d. The Sponsor and the FAA acknowledge this commitment does not in itself obligate, preclude, nor restrict the FAA in the use of any funds made available for discretionary use to further aid the Sponsor in meeting the cost of this project under the terms of this Grant Agreement and limitations of the law.
36. **Usable Unit of Development.** The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.
37. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that it will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26 including any amendments thereto), and if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23, including any amendments thereto).
38. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 - 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 - 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.
 - 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

39. Project Containing Paving Work in Excess of \$500,000. The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
- d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

40. Buy American Executive Orders. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

(Typed Name)

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

Macon-Bibb County

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Georgia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.
a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The (**Macon-Bibb County**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award.”
- e. Required Contract Provisions.

- 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 - 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of June 15, 2025.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

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