



Special Called Meeting Board of County Commissioners

October 14, 2025 | 9:00 AM

City Hall
700 Poplar Street
Macon, GA 31201

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner 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. Proclamation honoring Hispanic Month (Sponsored by: Lester M. Miller, Mayor)

3. Approval of Minutes

- a. Approval of minutes from the September 23, 2025 Special Called Meeting
(Sponsored by: Lester M. Miller, Mayor)

4. Appointment to Authorities, Boards and Commissions

- a. A Resolution Of The Macon-Bibb County Commission Appointing Weston Stroud To Serve As A Member Of The Macon-Bibb County Transit Authority (Sponsored by: Lester M. Miller, Mayor)

5. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Rebuilding Macon, Inc., Granting A Community Development Block Grant, In The Amount Of \$70,000.00, To Provide For The Rebuilding Macon Volunteer Youth Program; (Sponsored by: Lester M. Miller, Mayor)

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Rebuilding Macon, Inc., Granting A Community Development Block Grant, In The Amount Of \$160,000.00, To Provide Minor Home Repairs To Homes Of Low-Income Homeowners (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Scrap Tire Abatement Reimbursement Program Grant In The Amount Of Up To \$42,148.00 From The Environmental Protection Division Of The Georgia Department Of Natural Resources, With No Local Match Required (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 River Edge Foundation, Inc., For The Construction Of Two Adult Community Residential Alternative Group Homes, In The Amount Of \$700,000.00, To Be Paid From 2025 Home Fund (Sponsored by: Lester M. Miller, Mayor)

6. Changes or Additional to the Code of Ordinances

- a. An Ordinance Of The Macon-Bibb County Commission To Amend Article XII Of Chapter 26 Of The Macon-Bibb County Code Of Ordinances, Relating To The Community Redevelopment Tax Incentive (“Blight Tax”) Program, For The Purpose Of Amending The Ad Valorem Tax Multiplier Applied To Blighted Structures In Macon-Bibb County; To Include Board Of Education’s Ad Valorem Taxes In The Blight Tax Program; (Sponsored by: Lester M. Miller, Mayor)

7. Appropriations and Transfers

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of \$960,500.00 From Sponsored Programs – School Zone Camera Funds, To Be Allocated To Sheriff’s Office For The Renewal Of The Axon Contract For Body Cameras And Tasers (Sponsored by: Lester M. Miller, Mayor)
- b. An Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation From General Fund – Fund Balance, In A Total Amount Of \$553,300.00, For Various Expenditures As Specified Herein (Sponsored by: Lester M. Miller, Mayor)
- c. An Ordinance Of The Macon-Bibb County Commission To Authorize Appropriations From 2018 SPLOST And 2018 SPLOST Interest To Be Allocated To Authorized Recreation Projects At North Macon Park, Frank Johnson Recreation Center, Filmore Thomas Park, And Carolyn Crayton Park (Sponsored by: Lester M. Miller, Mayor)

8. Agreements, Contracts and Purchase Orders

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Approve The Issuance Of A Purchase Order To Tyler Technologies, Inc., For Annual Licensing Fees For New World Erp Software In The Amount Of \$116,959.50, Payable From The I.T. Department Budget – Repairs &

Maintenance – Software Licenses & Maintenance Line Item (Sponsored by: Lester M. Miller, Mayor)

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into An Agreement With Journal Technologies, Inc., For The Annual Renewal Of Ecourt Software, Inclusive Of Maintenance And Hosting Services, In The Amount Of \$213,810.64, To Be Paid From The Information Technology Budget – Repairs & Maintenance – Software License & Maintenance Line Item (Sponsored by: Lester M. Miller, Mayor)

9. Paving the Way

- a. 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 \$1,840,490.85, To Be Paid From 2025 SPLOST Bond Funds (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Mcleroy, Inc., For Asphalt Paving & Resurfacing Services, In The Amount Of \$1,763,619.34, To Be Paid From 2025 SPLOST Bond Funds (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Professional Paving Services, LLC For Asphalt Paving & Resurfacing Services, In The Amount Of \$1,590,141.04, To Be Paid From 2025 SPLOST Bond Funds; (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 \$1,800,773.36 To Be Paid From 2025 SPLOST Bond Funds (Sponsored by: Lester M. Miller, Mayor)

10. Executive Session

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

**MINUTES OF THE
MACON-BIBB BOARD OF COMMISSIONERS MEETING
September 23, 2025 – 4:00 PM
City Hall
Commission Chamber**

The Special Called Meeting of the Macon-Bibb County Commission was held on September 23, 2025 at 4:00 PM in the Commission Chamber at City Hall.

COMMISSION MEMBERS PRESENT

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

COMMISSION MEMBER ABSENT:

Mayor Pro Tem Seth Clark

GUESTS:

Clay Murphey, SPLOST Manager
Cass Hatcher, CEO, Rivers Edge
Dan Springer, PBK Architects
Will Christenbury, PBK Architects

STAFF PRESENT

Duke Groover, Interim County Attorney
Janice Ross - Clerk of Commission
Keith Moffett, County Manager
Julie Moore, Assistant County Manager
Alex Morrison, Director of Planning and Public Spaces
Michael McNeill – Chief Sr. Asst Co. Attorney
Sara Davis, Sr. Asst Co. Attorney
Andreanna Beavers – Asst. Co. Attorney
Anna Kersey- Weckstein, Asst. Co. Attorney
Edna Adams, Communications Manager
Olivia Walter, Communications Specialist
Emily Hopkins, Communications Specialist
Sheriff David Davis
Kim Roberts, Fiscal Services Dir. Sheriff's Office
Lt. Linda Howard, Public Admin.

1. Call to Order

Mayor Lester M. Miller

2. Presentations

- a. Presentation of Proclamation for Ovarian Cancer Month (Sponsored by: Lester M. Miller, Mayor)
Commissioner Valerie Wynn presented the proclamation for Ovarian Cancer Month
- b. Presentation of Proclamation for Community School Coordinators Appreciation Week (Sponsored by: Lester M. Miller, Mayor)
Mayor Lester M. Miller presented the proclamation for the Community School Coordinators Appreciate Week

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)

On motion of Commissioner Stewart, seconded by Commissioner Wynn and carried unanimously, the minutes from the Pre-Commission meeting, Public Hearing and Commission meeting held on September 2, 2025 were approved.

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)

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

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);

On motion of Commissioner Howell, seconded by Commissioner Bailey and carried unanimously, the meeting went into Executive Session at 4:10 p.m. for the reason listed above.

On motion of Commissioner Bailey, seconded by Commissioner Wilder and carried unanimously, the Executive Session was adjourned at 5:21 p.m.

6. Jail Expansion

- a. Presentation by Clay Murphey on the Jail Expansion (Sponsored by: Clay Murphey, SPLOST Manager)

Clay Murphey, SPLOST Manager, presented the plans for the law enforcement center expansion and upgrades. Sheriff David Davis reviewed how the plans for the law enforcement center would bring about tremendous improvements.

Terry McGee, MBC Citizen, addressed the Commission calling for a new law enforcement center.

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Jericho Design Group, LLC For The Provision Of Architectural Services For The Expansion And Upgrade Of The Law Enforcement Center, In An Amount Of Up To \$2,100,000.00, From SPLOST 2025 Fund – Public Safety Funds (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bryant, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Jericho Design Group, LLC For The Provision Of Architectural Services For The Expansion And Upgrade Of The Law Enforcement Center, In An Amount Of Up To \$2,100,000.00, From SPLOST 2025 Fund – Public Safety Funds was approved.

7. New Macon Arena

- a. Presentation by Alex Morrison on Macon Arena (Sponsored by: Alex Morrison, Dir., Planning & Public Spaces)
Alex Morrison introduced Dan Springer and Will Christenbury with PBK Architects, who presented a potential design for the new Macon Arena.
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With PBK Architects Georgia, P.C. For The Provision Of Architectural Services For The New Arena, In An Amount Not To Exceed 7.25% Of The Total Project Cost Of The Arena Plus 4% Of The Cost Of The Parking Deck, If Needed, From SPLOST 2025 Fund – Culture And Recreation Funds (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Stewart, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With PBK Architects Georgia, P.C. For The Provision Of Architectural Services For The New Arena, In An Amount Not To Exceed 7.25% Of The Total Project Cost Of The Arena Plus 4% Of The Cost Of The Parking Deck, If Needed, From SPLOST 2025 Fund – Culture And Recreation Funds was approved

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)
On motion of Mayor Miller, seconded by Commissioner Wynn and carried unanimously, the 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 was approved.

- 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)

On motion of Commissioner Howell, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A 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 was approved.

- 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)

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

- 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)

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

- 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)

On motion of Commissioner Bronson, seconded by Commissioner Stewart 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 Frank Johnson Park, In The Amount Of \$226,763.00, To Be Paid From The SPLOST 2018 Fund – Recreation – Frank Johnson – Property Line Item was approved.

- 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, Valerie Wynn, Commissioner)

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

- 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)

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

- 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)

On motion of Commissioner Stewart, seconded by Commissioner Bryant and carried unanimously, the 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 was approved.

- 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: Lester M. Miller, Mayor, Bill Howell, Commissioner)

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 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 was approved.

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)

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

- 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)

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

- 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)

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

- 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)

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

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)

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

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, Bill Howell, Commissioner)

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

Respectively Submitted,

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



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
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A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING WESTON STROUD TO SERVE AS A MEMBER OF THE MACON-BIBB COUNTY TRANSIT AUTHORITY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Transit Authority was established pursuant to 1980 Ga. Laws, p. 4313, § 1.1; and

WHEREAS, the composition and terms of membership for the Macon-Bibb County Transit Authority was amended pursuant to 1995 GA. Laws, Act 47, § 1; and

WHEREAS, the governing and administrative body of the authority consists of Board members appointed by the Mayor of Macon-Bibb County and said appointments are subject to approval by the Macon-Bibb County Commission; and

WHEREAS, members of the Board must be residents of Macon-Bibb County for the entire term of their appointment and shall be at least twenty-five (25) years of age; and

WHEREAS, each Board member serves for a term of five (5) years and is eligible for reappointment; and

WHEREAS, Weston Stroud has been recommended for appointment by Mayor Lester Miller to succeed Rachel Umana, whose term expired July 31, 2025; and

WHEREAS, Weston Stroud has expressed his interest and willingness to serve on the Board, meets all requirements necessary for appointment and provided his resume and Certificate of Good Standing attached hereto as Exhibit A for reference and review; 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 Weston Stoud is hereby appointed to serve as a member of the Macon-Bibb County Transit Authority for a five (5) year term, with said term to begin on the effective date of this Resolution.

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

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

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

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

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

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

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 Appointing Weston Stroud to the Macon-Bibb Transit Authority 10-8-25.docx

EXHIBIT A

Weston Hamilton Stroud

Macon, Ga 31204

westonstroud@gmail.com

EDUCATION

Syracuse University &

State University of New York College of Environmental Science and Forestry

May 2017

Bachelor of Science: concentration in *Environmental Policy & Urban Planning/Design*

RELATED EXPERIENCE

Engineering Department Macon-Bibb County

Jan. 2024 - Current

Traffic Safety Manager

- Manages execution strategies and updates to Macon-Bibb's Vision Zero Action Plan
- Manages Complete Streets Committee and serves as Committee Chair
- Grant Manager for Macon Bibb's Safe Streets for All grants
- Develop, manage, and update all Traffic Calming projects and requests in Macon-Bibb County

Piedmont Construction Group

Aug. 2021- Jan. 2024

Project Engineer

- Kennesaw State University
- Multi Use Freshman Dorm with Commercial Restaurant
- \$30M
- Managed all aspects of Life Safety Plan, Fire Prevention Plan and on-site OSHA compliance using Procore.
- Worked closely with all testing agents like Terracon to meet local, state, and federal compliance

Aug. 2021-July 2022

Assistant Project Manager

- Macon Bibb County Amphitheater
- 10,000-person Amphitheater 3rd largest in the state
- \$50M
- Manage Schedules through P6, Submittals, RFI workflow and material procurement.
- Serve as point of contact for public comment and project updates

Jul. 2022- Jan. 2024

Project Manager

Mar. 2023- Jan 2024

- Georgia Cardiology Associates
- Managed all project financials through Vista's Accounting and ERP software and Trimble Viewpoint
- 8,900 sq ft Medical Office Building
- \$2M
- 29% Gain

Macon-Bibb County Transit Authority

Mar. 2018- Aug.2021

Transit Planner

- Frequently updated Paratransit procedures & documents to comply with ADA policy
- Updates various Maintenance Plan for Triannual State Audit
- Facilitated the integration of Software and data to optimize customer experience
 - RouteShout, Amble, and Token Transit
- Served as a liaison for the business community, local groups, non-profit organizations and governmental agencies.
- Generated annual reports for the National Transit database
- Received advanced training in Ron Turley and Associates fleet management software
- Oversee the implementation of demand response/ micro-mobility service
- Title VI Coordinator
- DBE Compliance Officer

Macon-Bibb County Planning and Zoning Office

Sept. 2017- Mar. 2018

Paid Intern

- Attendee of the American Institute of Certified Planners conference in Columbus Georgia
- Participated in public outreach sessions during the public comment period for transportation projects in the Transportation Improvement Plan and Long Range Transportation Plan
- Attendee of the Middle Georgia Clean Air Coalition
- Assessed view shed and walkability of proposed during a road safety audit with Georgia Department Of Transportation
- Appointed as full time Zoning Review Officer in Jan.

Eastern Farm Workers Association

Jun. 2017- Aug. 2017

Community Organizer and Volunteer Coordinator (full-time)

- Participate in community engagement and outreach sessions and events
- Advocate for income inequality issues
- Community Canvassing

Macon-Bibb County Planning and Zoning Office

June. 2016- Aug. 2016

Intern unpaid

- Created social media pages Facebook, Instagram, Twitter, and LinkedIn to allow for public engagement in decision making process
- Assisted Zoning Office staff with permit application reviews.

Geographic Information System, SUNY- ESF

Student Participant

- Created maps for watershed, tree indexes, tree coverage, population densities etc. with data found on the New York State GIS Clearinghouse

Venson & Associates, LLC

Production Asst.

- Internship with The V-Academy, Inc. from 14-18 age

LEADERSHIP, VOLUNTEER EXPERIENCE, AND COMMUNITY INVOLVEMENT

Eagle Scout

Awarded Jun. 2013

Kings Mentor Program SUNY-ESF *President/co-founder*

Aug. 2015- Dec. 2016

- A program where underrepresented male scientists mentor economically disadvantaged students within the city of Syracuse in STEM fields

Downtown Challenge Grant

Awarded Dec. 2018

- Acquired \$20,000 in collaboration with Macon Arts Alliance for Creative Shelter Project pilot program
Feb. 2020
 - Program was awarded an additional \$20,000 was donated for two more shelters

Board Member for Bike Walk Macon

Jan. 2019-2023

- 2021 Board President

Macon Magazine

Oct. 2019

- Featured in the Oct./Nov. issue of the Macon Magazine entitled “*Choosing Macon*”.
- 2021 Macon Magazine’s [5 under 40](#)

Aug./Sept. 2021

Inter City Tour Grant

Awarded Nov. 2019

- Won a competitive grant for \$10,000 through the Community Foundation of Central Georgia to create an economic mobility pilot program to assist skilled low wage residents of Macon out of the shadow economy and into the formal economy

Candidate for Macon-Bibb County District 2 County Commission

Sept. 2019 - June 2020

Board Member for Macon Area Habitat for Humanity

Dec. 2020-Current

Board Member for St. Peter Claver

Dec. 2024- Current

Board Member for Historic Macon

June 2024- Current

Board Member for the Friends of The Douglass Theatre

Dec. 2020-Current

Co-Chair of Reimagining Civic Commons

Oct. 2020- Current

- 2021 Board Secretary

Downtown Challenge Grant

Awarded May 2021

- Recipient of two DTCG \$3,000 to start a neighborhood association and \$15,000 to install a Greenwood Bottom Mural on Harrell’s and Son’s barbershop.

Emerging City Champions 880 Cities and Knight Foundation

July 2020

- \$5000 micro grant and fellowship program to create a food park for food trucks as well as meet the needs of the surrounding businesses and institutions.

Policy Committee Chair for the Macon-Bibb Democratic Party

Jan. 2021- 2023

Member of the Central Georgia Joint Development Authority

Jan. 2021- 2021

Board Member for the Grand Opera House

May 2021- Current

Lester Miller Macon-Bibb Mayoral Transition Team

Nov. 2020

Macon-Bibb County

Certificate of Good Standing

1.Name and Title of the applicant: Weston Stroud Transit Authority Board member
2.Name of the subject of this Certificate, if different from the applicant:

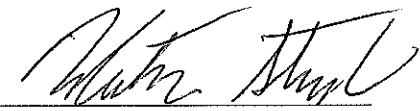
3.Benefit or privilege for which the applicant is applying (mark one):

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

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

N/A

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

Weston Stroud 
Print and Sign Name

Sworn to and subscribed before me this
10 day of 8th, 2025.

Notary Public
My commission expires:



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 REBUILDING MACON, INC., GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT, IN THE AMOUNT OF \$70,000.00, TO PROVIDE FOR THE REBUILDING MACON VOLUNTEER YOUTH PROGRAM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic and Community Development Department (“ECD”) of the Macon-Bibb County Government and funded by a Community Development Block Grant (“CDBG”) applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Rebuilding Macon, Inc. has applied for CDBG funding, in the amount of \$70,000.00, from ECD, to fund the Volunteer Youth portion of its programming; and

WHEREAS, Rebuilding Macon, Inc. intends to utilize these CDBG funds to fund the organization and direction of the volunteer efforts of high school and college students to repair homes for low-income elderly and disabled homeowners in Macon-Bibb County; and

WHEREAS, ECD has determined this to be eligible CDBG activity and has selected Rebuilding Macon, Inc. for award of these funds; and

WHEREAS, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these CDBG funds to this organization as recommended by ECD; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Mayor is authorized to execute an agreement between Macon-Bibb County and Rebuilding Macon, Inc. for the County to provide CDBG funding, in the amount of SEVENTY THOUSAND DOLLARS AND 00/100 CENTS (\$70,000.00), to fund the organization and direction of the volunteer efforts of high school and college students to repair homes for low-income elderly and disabled homeowners in Macon-Bibb County, as 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 Rebuilding Macon, Inc. VY CDBG Funds
\$70,000.00 09-24-25.docx*

EXHIBIT A

**AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
AND
REBUILDING MACON, INC.
Volunteer Youth
3864 Lake St.
Macon, GA 31206
Phone 478-744-9808
Fax 478-744-9690**

**PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS**

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Rebuilding Macon, Inc.**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

**ARTICLE I
DEFINITIONS AND IDENTIFICATIONS**

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant (CDBG) Program or "Program"

The term "Macon-Bibb County Community Development Block Grant (CDBG) Program," or "Program" shall mean that the program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

HUD

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable.

Low- and Moderate-Income Household

The term “Low- and Moderate-Income Household” shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person

The term “Low- and Moderate-Income Person” shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count

A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations, and explanations are set forth. Such statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter “CDBG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon, through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG’s CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;
- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,
- (c) Activities designed to meet community development needs, having a particular urgency.

The M-BCG has determined that the Project is a CDBG eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program, and is mandated to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds, as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and the Sub-grantee assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules, and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY25 (July 1, 2025-June 30, 2026) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:

Community Development Block Grant

Subrecipient Name:

Rebuilding Macon, Inc.

UEI Number:

GSAFSD7415930

Federal Award Identification Number:

B-24-MC-13-0005

Federal Award Date:

November 21, 2024

Subaward period of performance start and end date:

July 1, 2025, thru June 30, 2026

Federal Funds Obligated:

\$ 70,000.00

Project Description:

Organizes and directs the volunteer efforts of high school and college students to repair homes for low-income elderly and disabled homeowners in Macon-Bibb County.

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31201

CFDA Name and Number:

Community Development Block Grants/Entitlement Grants; 14.218

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of costs both direct and indirect. Indirect costs, according to CFR 2A Part 200.414, are classified into two broad categories of: Facilities and Administration. Facilities” is defined as depreciation on buildings, equipment, and capital improvement, interest on debt associated with certain buildings, equipment, and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of “Facilities”.

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

**ARTICLE IV
PROJECT**

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **SEVENTY THOUSAND DOLLARS AND 00/100 CENTS (\$70,000.00)** (hereinafter the "Grant") to implement the following project (s): **“Rebuilding Macon-VY PY2025 CDBG Program.”** Provide minor home repairs to eligible elderly and disabled homeowners in Macon-Bibb County. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

**ARTICLE V
NOTICES**

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee Rebuilding Macon, Inc.
Volunteer Youth
Attention: Derek Thomas, Executive Director
3864 Lake St.
Macon, GA 31206
Phone: 478-744-9808
Facsimile: 478-744-9690

ARTICLE VI

GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, and/or medical insurance, and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend, and indemnify the M-BCG from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV, and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
- (b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost-Profit Organizations." These principles shall be applied for all costs incurred, whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event that the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provides the services for which the Grant was made, the Sub-grantee will not carry out another CDBG eligible project, and the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG) and determining the custodianship of records. Notwithstanding the foregoing

statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may, in its discretion, reprogram the funds to another CDBG-eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

- (c) Timesheets shall be submitted as backup documentation for salary reimbursement.
- (d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts, or other documentation evidencing funds expended by Sub-grantee.
- (e) The M-BCG agrees to reimburse costs allowable under Federal, State, and Local guidelines.
- (ii) Upon receiving the invoices, reports, and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State, and local laws and regulations.
- (iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.
- (iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

- (a) All procurement transactions, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.
- (b) Sub-grantee shall make positive efforts to utilize small business and minority-owned

business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof, shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:
 - (a) Transferred to the M-BCG for the CDBG program, or
 - (b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap, or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out, pursuant to the M-BCG's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the M-BCG, HUD, or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee, state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts left in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318, and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer, or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with

respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

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

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for

inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

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

Lester M. Miller, Mayor

Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

Witness

Wanzina Jackson, Director

Date

ATTEST:

REBUILDING MACON, INC.

Witness

Derek Thomas, Executive Director

Date

EXHIBIT "A"

SCOPE OF SERVICES AND TIMETABLE

The Sub-grantee will be responsible for administering **Rebuilding Macon-VY PY2025 CDBG Program** in a manner satisfactory to the M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY

Subgrantee will make home repairs for 30 elderly or disabled low-income homeowners in one of the City of Macon's targeted areas: Bellevue, Cherokee Heights, and East Macon. In town, Macon, Lynmore Estates, Montpelier Heights, Pleasant Hill, South Macon, Tindall Heights, Unionville, and Village Green. Repairs will be made free of charge to eligible homeowners.

IMPLEMENTATION PLANS

Rebuilding Macon will execute this project through the Volunteer Youth Program. The sub-grantee will provide project oversight, materials and supplies, final inspection, and any miscellaneous CDBG-eligible expenses incurred by the Volunteer Youth Program within the confines of the specified budget in Exhibit A of this agreement.

The intake process for this program begins with a telephone call to our office. Homeowners may also submit program applications via Rebuilding Macon's website. The Administrative Assistant records the homeowner's name, address, telephone number, and main repair needed and creates a file on the homeowner. Homeownership and verification of city or county tax designation is confirmed through the Bibb County Tax Assessor's website. The initial file created includes the program application, ownership verification, as well as the tax assessor's photo and map. Each file is color-coded by area to assist in coordinating home inspections.

Home inspections are conducted by Rebuilding Macon's Inspector and Executive Director. Once on site, the Executive Director completes the application with the homeowner while the inspector does a physical survey of the home. The homeowner is consulted on the most pressing repairs needed, and then other repairs desired. The homeowner is also informed during this visit that an inspection and interview do not guarantee that services will be rendered or what work will be completed. Once it is determined that the home qualifies for repairs, verification of income is requested. In the event that a homeowner does not have income verification readily available, a self-addressed, stamped envelope will be provided along with instructions on what documents to include.

Within 24 hours of post-inspection, the Inspector completes the work write-up. The administrative Assistant then distributes copies of the write-up with pictures to the Executive Director, Inspector, and the homeowner's file. The file is held until income has been verified. Next, the Administrative Assistant sends a second request after 30 days, with a third and final request issued after an additional thirty days. If verification is not received in 90 days, the home is no longer considered for repairs.

Once verification is received, the home is entered on the appropriate schedule for repairs. Our Good Samaritan list is for the skilled teams. The special teams list is for the youth and larger unskilled teams. Homes are matched to teams as they become available. Priority is given to wheelchair ramps and safety issues.

Volunteer teams are continuously recruited by board members, staff, our website, and national registries, with ongoing recruitment at local public and private high schools and colleges. In addition to Rebuilding Macon Day, the last Saturday of April, the Good Samaritan teams work Tuesday, Wednesday, and Thursday for fifty weeks of the year. Church youth teams work 4 weeks each summer. College teams visit Macon and stay at our partner facility 10-15 times a year. Other special teams are scheduled 10-15 weekends per year.

At present, there are over 300 applications on file. Top priority is given to homes that have not previously received services from Rebuilding Macon or have reported safety issues (i.e. wheelchair ramps, plumbing, or grab bars). Currently, the average wait time for services is 12-15 months.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

The Executive Director is responsible for the daily operations of the program and reports.

The Program Manager is responsible for grant writing and raising additional funds.

The Construction Supervisor leads construction teams.

Volunteers perform the requested rehabilitation work under the supervision of the Executive Director/Construction Supervisor.

B. National Objectives

The Sub-grantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Sub-grantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Rebuilding Macon will identify eligible homes in need of repairs.	30 homes/yr	July 1, 2025-June 30, 2026	To rehabilitate 30 elderly and or disabled homeowners' residential properties or those occupied by disabled individuals who live with the homeowner.
2) Monthly Reports	12 total	July 1, 2025-June 30, 2026	To provide ECCD with monthly reports to include participants' names and addresses, work write-ups, and final work performed.
3) Number of Households Served		July 1, 2025-June 30, 2026	30 Households Served

SUB-GRANTEE is also responsible for submitting monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary to the M-BCG monitoring official during the funding cycle. These records shall be retained at least four (4) years after the contract expires.

D. Performance Monitoring

The Sub-grantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Sub-grantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Sub-grantee's compliance with the terms and conditions of this Agreement, and comparing the Sub-grantee's projected Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Sub-grantee shall furnish the Department, the M-BCG, or its designee copies of such records and information as the Department or the M-BCG deems necessary. In addition, the Sub-grantee shall submit monthly progress reports as required by Section 7-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, the M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15th of the following month.**

The M-BCG will monitor the performance of the Sub-grantee against goals and performance standards as stated above. Substandard performance as determined by the M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-grantee within a reasonable period of time after being notified by the M-BCG, contract suspension or termination procedures will be initiated.

E. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Sub-grantee shall start on **July 1, 2025, and end on June 30, 2026**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-grantee remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Executive Director (\$29/hr.)	\$ 7,000.00
Construction Supervisor (\$17/hr.)	\$ 5,000.00
Program Manager (\$24.00/hr.)	\$ 5,000.00
Paint/Materials/Supplies/Roofing	\$53,000.00
<u>TOTAL</u>	<u>\$70,000.00</u>

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$70,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

(a) Voucher System: All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions

(b) Books of Original Entry: Cash receipts and disbursements journal, general ledger

(c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.

(d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

(e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

(f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payment of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials, and others who may be authorized to examine such records.



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER 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 REBUILDING MACON, INC., GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT, IN THE AMOUNT OF \$160,000.00, TO PROVIDE MINOR HOME REPAIRS TO HOMES OF LOW-INCOME HOMEOWNERS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic and Community Development Department (“ECD”) of the Macon-Bibb County Government and funded by a Community Development Block Grant (“CDBG”) applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Rebuilding Macon, Inc. has applied for CDBG funding, in the amount of \$160,000.00, from ECD, to fund the Minor Home Repair portion of its programming; and

WHEREAS, Rebuilding Macon, Inc. intends to utilize these CDBG funds to provide minor home repairs to homes of low-income homeowners, particularly households of the elderly and households with disabled members; and

WHEREAS, ECD has determined this to be eligible CDBG activity and has selected Rebuilding Macon, Inc. for award of these funds; and

WHEREAS, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these CDBG funds to this organization as recommended by ECD; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Mayor is authorized to execute an agreement between Macon-Bibb County and Rebuilding Macon, Inc. for the County to provide CDBG funding in the amount of ONE HUNDRED SIXTY THOUSAND DOLLARS AND 00/100 CENTS (\$160,000.00) to provide minor home repairs to homes of low-income homeowners, particularly households of the elderly and households with disabled members, as 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 Rebuilding Macon, Inc. Minor Home Repair
CDBG Funds \$160,000.00 09-24-25.docx*

EXHIBIT A

**AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
AND
REBUILDING MACON, INC.
Minor Home Repair
3864 Lake St.
Macon, GA 31206
Phone 478-744-9808
Fax 478-744-9690**

**PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS**

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia ("M-BCG"), and **Rebuilding Macon, Inc.**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

**ARTICLE I
DEFINITIONS AND IDENTIFICATIONS**

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant (CDBG) Program or "Program"

The term "Macon-Bibb County Community Development Block Grant (CDBG) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

HUD

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household

The term “Low- and Moderate-Income Household” shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person

The term “Low- and Moderate-Income Person” shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who shares living arrangements.

Duplicated Count

A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations, and explanations are set forth. Such statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter “CDBG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon, through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG’s CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;
- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,
- (c) Activities designed to meet community development needs, having a particular urgency.

The M-BCG has determined that the Project is a CDBG-eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds, as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and the Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules, and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY25 (July 1, 2025- June 30, 2026) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:

Community Development Block Grant

Subrecipient Name:

Rebuilding Macon, Inc.

UEI Number:

GSAFSD7415930

Federal Award Identification Number:

B-24-MC-13-0005

Federal Award Date:

November 21, 2024

Subaward period of performance start and end date:

July 1, 2025, thru June 30, 2026

Federal Funds Obligated:

\$ 160,000.00

Project Description:

Provide minor home repairs to homes of low-income homeowners, particularly households of the elderly and those with disabled members.

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31201

CFDA Name and Number:

Community Development Block Grants/Entitlement Grants; 14.218

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of costs, both direct and indirect. Indirect costs, according to CFR 2A Part 200.414, are classified into two broad categories of: Facilities and Administration. Facilities” is defined as depreciation on buildings, equipment, and capital improvement, interest on debt associated with certain buildings, equipment, and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of “Facilities”.

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **ONE HUNDRED SIXTY-THOUSAND DOLLARS AND 00/100 CENTS (\$160,000.00)** (hereinafter the "Grant") to implement the following project (s): **“Rebuilding Macon-MHR PY2025 CDBG Program.”** The sub-recipient will provide minor home repairs to eligible elderly and disabled homeowners in Macon-Bibb County. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee Rebuilding Macon, Inc.
Minor Home Repair
Attention: Derek Thomas, Executive Director
3864 Lake St.
Macon, GA 31206
Phone: 478-744-9808
Facsimile: 478-744-9690

ARTICLE VI **GENERAL CONDITIONS**

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend, and indemnify the M-BCG from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV, and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line item changes to the Sub-grantee's budget as long as such changes do not increase the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
- (b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

- (c) Ineffective or improper use of funds provided under this Agreement; or
- (d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost-Principle Organizations." These principles shall be applied for all costs incurred, whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG eligible project, and the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD, in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG) and determining the custodianship of records. Notwithstanding the foregoing

statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may, in its discretion, reprogram the funds to another CDBG-eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

- (c) Timesheets shall be submitted as backup documentation for salary reimbursement.
- (d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts, or other documentation evidencing funds expended by Sub-grantee.
- (e) The M-BCG agrees to reimburse costs allowable under Federal, State, and Local guidelines.
- (ii) Upon receiving the invoices, reports, and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State, and local laws and regulations.
- (iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.
- (iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance funds and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the **15th** of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

- (a) All procurement transactions, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small businesses and minority-owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof, shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out, pursuant to the M-BCG's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the M-BCG, HUD, or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee, state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts left in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

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

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

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

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that the venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST: MACON-BIBB COUNTY

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

Lester M. Miller, Mayor

Date

ATTEST: ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

Witness

Wanzina Jackson, Director

Date

ATTEST: REBUILDING MACON, INC

Witness

Derek Thomas, Executive Director

Date

EXHIBIT "A"

SCOPE OF SERVICES AND TIMETABLE

The Sub-grantee will be responsible for administering **Rebuilding Macon-MHR PY2025 CDBG Program** in a manner satisfactory to the M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY

Rebuilding Macon will make home repairs for approximately 70 elderly or disabled low-income homeowners, primarily in eligible CD target areas.

IMPLEMENTATION PLANS

Sub-grantee will coordinate the repairs of 70 houses on/or before June 30, 2026, including a major event, Macon Rebuilding Day, hosted each spring.

The intake process for this program begins with a telephone call to our office. Homeowners may also submit a program application via Rebuilding Macon's website. The Administrative Assistant records the homeowner's name, address, telephone number, and main repair needed and creates a file on the homeowner. Homeownership and verification of city or county tax designation is confirmed through the Bibb County Tax Assessor's website. The initial file created includes the program application, ownership verification, as well as the tax assessor's photo and map. Each file is color-coded by area to assist in coordinating home inspections.

Home inspections are conducted by Rebuilding Macon's Inspector and Executive Director. Once on site, the Executive Director completes the application with the homeowner while the inspector does a physical survey of the home. The homeowner is consulted on the most pressing repairs needed, and then other repairs desired. The homeowner is also informed during this visit that an inspection and interview do not guarantee that services will be rendered or what work will be completed. Once it is determined that the home qualifies for repairs, verification of income is requested. In the event a homeowner does not have income verification readily available, a self-addressed, stamped envelope will be provided along with instructions on what documents to include.

Within 24 hours post-inspection, the Inspector completes the work write-up. The Administrative Assistant then distributes copies of the write-up with pictures to the Executive Director, Inspector, and the homeowner's file. The file is held until income has been verified. Next, the Administrative Assistant sends a second request after 30 days, with a third and final request issued after an additional thirty days. If verification is not received in 90 days, the home is no longer considered for repairs.

Once verification is received, the home is entered on the appropriate schedule for repairs. Our Good Samaritan list is for the skilled teams. The special teams list is for the youth and larger unskilled teams. Homes are matched to teams as they become available. Priority is given to wheelchair ramps and safety issues.

Volunteer teams are continuously recruited by board members, staff, our website, and national registries, with ongoing recruitment at local public and private high schools and colleges. In addition to Rebuilding Macon Day, the last Saturday of April, the Good Samaritan teams work Tuesday, Wednesday, and Thursday, fifty weeks of the year. Church youth teams work for 4 weeks each summer. College teams visit Macon and stay at our partner facility 10-15 times per year. Other special teams are scheduled 10-15 weekends per year.

At present, there are over 300 applications on file. Top priority is given to homes that have not previously received services from Rebuilding Macon or have reported safety issues (i.e. wheelchair ramps, plumbing, or grab bars). Currently, the average wait time for services is 12-15 months.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

The Executive Director is responsible for the daily operations of the program and reports.

The Program Manager is responsible for monthly reporting to Community Development, processing homeowner applications, grant writing, and raising additional funds.

The Construction Supervisor leads construction teams.

Volunteers perform the requested rehabilitation work under the supervision of the Executive Director/Construction Supervisor.

B. National Objectives

The Sub-grantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Sub-grantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Rebuilding Macon will identify eligible homes in need of repairs.	6 approx.	July 1, 2025-June 30, 2026	Improved the sustainability of the neighborhood by improving 70 residences in the year.
2) Monthly Reports	12	July 1, 2025-June 30, 2026	To provide ECDD with monthly reports to include participants' names and addresses, work write-ups, and final work performed.
3) Number of Households Served		July 1, 2025-June 30, 2026	70 households served

SUB-GRANTEE is also responsible for submitting monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary to the M-BCG monitoring official during the funding cycle. These records shall be retained at least four (4) years after the contract expires.

D. Performance Monitoring

The Sub-grantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Sub-grantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Sub-grantee's compliance with the terms and conditions of this Agreement and comparing the Sub-grantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Sub-grantee shall furnish the Department, the M-BCG, or its designee copies of such records and information as the Department or the M-BCG deems necessary. In addition, the Sub-grantee shall submit monthly progress reports as required by Section 7-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, the M-BCG, and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15th of the following month.**

The M-BCG will monitor the performance of the Sub-grantee against goals and performance standards as stated above. Substandard performance as determined by the M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-grantee within a reasonable period of time after being notified by the M-BCG, contract suspension or termination procedures will be initiated.

E. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as funding sources. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Sub-grantee shall start on **July 1, 2025, and end on June 30, 2026**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-grantee remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Executive Director (\$29/hr.)	\$ 20,000.00
Construction Supervisor (\$17/hr.)	\$ 21,000.00
Program Manager (\$24.00/hr.)	\$ 20,000.00
<u>Materials</u>	<u>\$ 99,000.00</u>
TOTAL	\$160,000.00

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$160,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

(a) Voucher System: All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions

(b) Books of Original Entry: Cash receipts and disbursements journal, general ledger

(c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.

(d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

(e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG

funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

(f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials, and others who may be authorized to examine such records.



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER 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 ACCEPTANCE OF A SCRAP TIRE ABATEMENT REIMBURSEMENT PROGRAM GRANT IN THE AMOUNT OF UP TO \$42,148.00 FROM THE ENVIRONMENTAL PROTECTION DIVISION OF THE GEORGIA DEPARTMENT OF NATURAL RESOURCES, WITH NO LOCAL MATCH REQUIRED; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County applied for and received a Scrap Tire Abatement Reimbursement (“STAR”) Program grant for scrap tire cleanup along Macon-Bibb County right-of-ways from the Environmental Protection Division of the Georgia Department of Natural Resources in the amount of up to \$42,148.00, with no local match required; and

WHEREAS, the Macon-Bibb County Commission finds that scrap tires left along Macon-Bibb County right-of ways pose a threat to the environment, health, safety, welfare, and economic progress of Macon-Bibb County and its citizens; and

WHEREAS, the STAR Program reimburses local governments for the costs of transporting and processing scrap tires removed from County right-of-ways; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the acceptance of the STAR program grant funds for the stated purpose; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute a Local Government Scrap Tire Abatement Reimbursement Program Agreement for acceptance of STAR grant funds in the amount of FORTY-TWO THOUSAND ONE HUNDRED FORTY-

EIGHT DOLLARS AND 00/100 CENTS (\$42,148.00), with no local match, to provide the County reimbursement for the cost of scrap tire cleanup along Macon-Bibb County rights-of-way, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference.

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

BE IT FURTHER RESOLVED 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 Accepting Scrap Tire Abatement Reimbursement (STAR) Grant 42148.docx

EXHIBIT A

Local Government Scrap Tire Abatement Reimbursement Program Agreement

Right of Way Project: 26-ST-094-004

This Reimbursement Agreement (hereafter, "AGREEMENT") authorizes Macon-Bibb County (hereafter, "LOCAL GOVERNMENT") to proceed with the implementation of the scrap tire abatement project as described in the above referenced PROJECT application.

The Environmental Protection Division (hereafter, "EPD") agrees to reimburse the LOCAL GOVERNMENT up to \$42,148 for the scrap tire abatement project as described in the above referenced PROJECT application. Any changes in the scope and/or increases in the estimated cost of implementing the PROJECT must be approved by EPD in writing prior to implementing or incurring them. The parties agree that any electronic signatures on this Contract constitute original, valid signatures pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-12-1 *et seq.*

The LOCAL GOVERNMENT agrees to begin removal of the scrap tires within 90 days of the date of this agreement and to submit a request for reimbursement to EPD within 30 days of completing the PROJECT. This agreement will terminate the earlier of 12 months from the date signed by the EPD Director or 90 days after completion of the project.

Requests for reimbursement must include:

- A completed final report form (available from epd.georgia.gov/scrap-tires) signed by the authorized local government representative that includes the certification statement, "I certify that all abatement activities required in the agreed upon contract and any amendments thereto contracts for this project have been carried out in accordance with the documented application, as well as all applicable federal, state and local laws, rules and regulations. I am aware that there are significant penalties for knowingly violating these and/or submitting false information, including fines, loss of certification or licensure, and imprisonment."
- Digital images that are at least 300 dpi, no larger than 5 MB, and in one of the following formats: JPG, PNG, TIF (right-of-way: one or more images taken during cleanup or at storage site; dump site: a minimum of three photos, one each taken before, during, and after cleanup)
- Itemized list of expenses
- Description of any problems encountered and how they were handled
- Number of volunteers participating (if applicable)
- Names and permit/approval numbers of carriers and processors used, if different from those in the application
- Copies of all itemized contractor invoices showing number and/or tons of tires removed by type (passenger, truck, other)
- Copies of all checks showing amount paid to each contractor
- Copies of all transportation manifests and weight tickets

ENVIRONMENTAL PROTECTION DIVISION

BY:

Jeffrey W. Cown
Director

Date

MACON-BIBB COUNTY

BY:

ATTEST:

Signature

Signature

Print Name

Title

Date



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH RIVER EDGE FOUNDATION, INC., FOR THE CONSTRUCTION OF TWO ADULT COMMUNITY RESIDENTIAL ALTERNATIVE GROUP HOMES, IN THE AMOUNT OF \$700,000.00, TO BE PAID FROM 2025 HOME FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the National Affordable Housing Act of 1990 (the “Act”) provided for the establishment of a Home Investment Partnership Program, to be known as the “HOME” Program; and

WHEREAS, Title II of the Act contemplates the use of HOME funds by eligible states and local governments to provide affordable housing options; and

WHEREAS, Macon-Bibb County has been designated as a participating jurisdiction under the HOME Program; and

WHEREAS, the U.S Department of Housing and Urban Development (“HUD”) has granted Macon-Bibb County an entitlement allocation of funds for the HOME program under the Act; and

WHEREAS, a grant agreement securing the entitlement allocation was offered by HUD after review and acceptance of the application made by Macon-Bibb County; and

WHEREAS, specific objectives of the Act include provisional opportunities for affordable homeownership, affordable rental housing, and the preservation of housing through rehabilitation activities utilizing a variety of program investment techniques and direct assistance; and

WHEREAS, the activities proposed under the HOME program are for the direct benefit of qualified low-income and very low-income individuals on a countywide basis; and

WHEREAS, River Edge Foundation, Inc. (“River Edge”) is the philanthropic arm of River Edge Behavioral Health, a non-profit organization with a mission to provide mental health care and supportive services to all individuals regardless of background or economic status; and

WHEREAS, River Edge has proposed to build two (2) Community Residential Alternative group homes for adults living with intellectual and developmental disabilities, to provide long-term support and education for qualifying individuals while promoting independence and community engagement for adults needing concentrated levels of support; and

WHEREAS, Macon-Bibb County desires to enter into an Independent Contractor Agreement with River Edge to provide for the construction of the two Community Residential Alternative group homes, with such services to be funded through the HOME program; 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 Independent Contractor Agreement with River Edge Foundation, Inc., in the amount of SEVEN HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$700,000.00), for the construction of two (2) new adult community residential alternative group homes, with such Agreement to be in a form substantially similar to the attached Exhibit A, incorporated herein by reference, and with associated costs to be paid from HOME funds.

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

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

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Authorizing HOME funds for River Edge Foundation - 2 CRA Homes - \$700,000.00 - HOME FUNDS - 10-7-25.docx

EXHIBIT A

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND
River Edge Foundation, INC.**

This Independent Contractor Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County") and River Edge Foundation, Inc. ("Contractor"), a domestic non-profit corporation, with a principal address of 175 Emery Highway, Macon, Georgia, 31217, collectively the "Parties."

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

1. Scope of Services

Contractor shall commence, diligently pursue, and complete the construction of two (2) Community Residential Alternative Group Homes at 5107 College Crossing Drive – IDD Community Residential Alternative (CRA) Group Homes for adult individuals with Intellectual and Developmental Disabilities offering intense residential support in small group settings or host home/life sharing arrangements, focusing on training and support in daily living skills. who meets Contractor's guidelines. Contractor shall furnish County with a copy of the guidelines and make them publicly available. Subject to County's approval, Contractor shall determine the method, details, and means of performing the services described in Exhibit A, attached hereto, and incorporated by reference. All services will be performed in accordance with federal, state, and local laws. Contractor shall maintain current certifications, licenses, and permits as required for services provided to the County. Any changes to the scope of service shall be made in writing and mutually agreed upon by the Parties. Contractor is not obligated to perform services beyond what is contemplated in this Agreement.

Layout of Work: Contractor shall verify all existing conditions and contiguous work to form a designated work site, providing all necessary measurements, lines, and levels. Contractor shall assume full responsibility for the accuracy of the work layout.

Work Area: Contractor shall confine operations to as small an area as possible, using only the areas designated for on-site storage. Contractor shall protect all surrounding and adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways, and fences along or adjacent to work. Contractor shall verify all underground utilities and their locations prior to commencing any work under this Agreement. Damages to underground utilities and costs to repair same shall be the sole responsibility of Contractor. Should damage occur, Contractor shall restore, at Contractor's own expense, any such property damage or injuries to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring to the satisfaction of County. In case of failure by Contractor to restore property and repair damages or injury, County may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due to Contractor under this Agreement.

Material Disposal: Contractor shall not allow trash, dirt, stumps, tree trunks, or excess material to accumulate and shall be responsible for removing same from the premises. Such items shall be disposed of off premises. Burning of material on-site shall be prohibited. Contractor shall cover all costs of removing trash properly.

2. Compensation

County shall provide Contractor with grant funds from the HOME Investment Partnership Program ("HOME") in the total of SEVEN HUNDRED THOUSAND AND 00/100 CENTS (\$700,000) as full compensation for the construction of five single family unit homes, as detailed in Exhibit A. By accepting this compensation, Contractor shall fully comply with all terms and conditions of the HOME Program. Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. Contractor shall submit an invoice monthly, to include an itemized billable amount reflective of services performed in the preceding thirty (30) day period, emailed to Wanzina Jackson, Director of the Macon-Bibb County Economic and Community Development Department ("ECDD"), at wjackson@maconbibb.us. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by the County Commission. County is tax exempt and cannot agree to pay State or Federal taxes.

Program Income: By accepting grant funds, Contractor must comply with Program Income requirements. For purposes of this Agreement, Program Income shall be defined as gross income received by the participating jurisdiction, subrecipient, or state recipient which is directly generated from the use of HOME funds and matching contributions. When Program Income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the HOME funds or match used. All Program Income shall be submitted to the ECDD. Program income shall include the following:

- Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions
- Gross income from the use of rental of real property, owned by the participating jurisdiction, state recipient, or a subrecipient that was acquired, rehabilitated, or constructed with HOME funds or matching contributions, less costs incidental to generation of the income
- Gross income from the use, rental, or sale of real property received by the project owner, developer, or sponsor if funds are paid by the project owner, developer, or sponsor to the participating jurisdiction, subrecipient, or state recipient
- Payments of principle and interest on loans made using HOME funds or matching contributions
- Proceeds from the sale of loans made with HOME funds or matching contributions
- Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions
- Interest earned on Program Income pending its disposition
- Any other interest or return on the investment permitted by HOME funds or matching contributions as defined in 24 CFR 92.205(b)

Deed Restrictions: Contractor shall comply fully with the usage and affordability requirements for HOME funds. The homeownership unit to be constructed must be sold at an affordable price to an eligible purchaser with a household income at or below eighty percent (80%) of the Area Median Income ("AMI"), to be used as a principal residence by the purchaser throughout the applicable affordability period. If the unit is sold at any time before the expiration of the affordability period, the unit will be sold to another low-to-moderate level income household in conformance with U.S. Department of Housing and Urban Development ("HUD") regulations to maintain the requisite level of proffered affordability (80% AMI). Should the homeowner in residence of the constructed unit default on payment terms, Contractor shall immediately notify the ECDD in writing of its intent to foreclose upon the current homeowner residing in the property funded through HOME funds.

Resale: Contractor shall follow the terms of the "Resale Option" to ensure that the unit remains affordable during the period of affordability by controlling the resale of the unit. Should the initial homeowner elect to sale the property, Contractor shall ensure that the unit is resold to another income eligible purchaser if still within the period of affordability. Contractor shall adhere to the following requirements:

- Property must be resold to a low-to-moderate income level buyer in the event of transfer by sale or foreclosure
- The sale price must be affordable as defined in program guidelines
- Initial homeowner must receive a fair return on the investment
- The subsequent home buyer must maintain the unit as a principle residence
- Terms must be included in the Agreement between Contractor and homebuyer

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

3. Term

This Agreement shall be effective as of the date it is fully executed by the Parties. Contractor shall commence work within ten (10) days from receipt of the Notice to Proceed and shall complete all work within one hundred and eighty days (180). In the event this Project is delayed by neglect, delay, default of any other Contractor, the County, damage from an Act of God, general strike of employees, or Covid-19 related matters, Contractor shall have reason to claim for delay and request an extension of time to complete this Agreement. Any schedule changes must be mutually agreed upon and executed in writing by both Parties.

4. Termination

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

5. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

6. County Obligations

County shall timely provide all information, plans, specifications, and other documentation reasonably required by Contractor to perform Services. County grants Contractor full privilege, and non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

7. Performance Standards

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

All labor and workmanship shall be guaranteed for a minimum of one (1) year from the date of completion.

8. Independent Contractor

Contractor is an independent contractor, and neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement. Contractor will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

9. Subcontracting and Assignment

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

10. Conflicts of Interest

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

11. Indemnification

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

12. Insurance:

- (a) Contractor shall procure and maintain and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- (b) Worker's compensation insurance to cover obligations imposed by applicable law by any employee engaged in the performance of work under this Agreement.
- (c) Comprehensive General Liability ("CGL") with minimum combined single limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, covering all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, Independent Contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include County and County's officers, employees, and contractors as additional insureds. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the required limits.
- (d) Contractor agrees to procure and maintain Business Automobile Liability Insurance ("BAP") with liability limits of not less than \$1,000,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.
- (e) Prior to the commencement of Services, Contractor shall submit certificates of insurance acceptable to County. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.
- (f) All deductibles shall be paid by Contractor. All liability policies obtained by Contractor in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each insured against whom any claim is made or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Contractor. Contractor shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of insurance no later than thirty (30) days prior to the renewal or amendment of any required insurance policy. Contractor shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this

Agreement unless County is given thirty (30) days advance notice from Contractor. Contractor shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.

- (g) The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

13. Ownership of Documents

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

14. Confidential Information and Open Records

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

15. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County as receiving goods or services under this Agreement. Contractor shall display any signage provided by County and agrees to incorporate County's seal and the names of the Macon-Bibb County Commission and other officials identified by County on all documents, literature, pamphlets, advertisements, and signage, permanent or otherwise. All publicity and advertisements prepared by Contractor for this Project shall recognize the County as one of the Project's funding sources.

16. Confidentiality

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

17. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Employment Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

Equal Employment Opportunity: Contractor shall provide and post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Equal Employment Opportunity Clause (EEOC):

- (a) Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability or political affiliation.
- (b) Contractor shall send to each labor union, representative, or workers with whom the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the contractor's commitments under the County's equal employment opportunity ordinance and other county code or ordinance and shall post copies of the notice in conspicuous places available to employees and applicants for employment. shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- (c) Upon County's request, Contractor shall furnish all information and reports that show compliance with EEOC requirements. County shall also have access to Contractor's books, records, and accounts upon reasonable notice and during normal business hours to confirm compliance.
- (d) Contractor shall take such action with respect to any subcontractor as the Contractor may direct as a means of enforcing the provisions of paragraphs (a) through (g) herein, including penalties and sanctions for non-compliance.
- (e) Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with County in the form and to the extent prescribed by the ECDD. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs, and statistics of the Contractor and its subcontractors.
- (f) Contractor shall, specifically or by reference, include the provisions of paragraphs (a) through (h) of the EEOC in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- (g) Contractor or subcontractors, if any, who refuse to comply with any portions of these provisions may be subject to the following penalties:
 - Withholding from Contractor in violation of all future payments under the involved contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract

- Refusal of all future bids for any contract with the County or any of its departments or divisions until such time as Contractor or subcontractors demonstrate there has been established and there shall be carried out all of the provisions of the program as provided herein
- Cancellation of the public contract
- Enjoining of contractors, subcontractors, or other organizations, groups, or individuals for cases that involve a substantial or material violation of the compliance procedure

18. Affirmative Action Program

Contractor shall provide County with a copy of its Affirmative Action Program. For the purposes of this Agreement, Affirmative Action Program means a written, results-oriented program meeting the requirements of local, state, and federal laws, and other applicable regulations designed to ensure that a contractor makes a good faith effort to employ women and minorities at all levels of employment in the contractor's or subcontractor's business, and to treat employees equally without regard to their status as a woman or as a minority. Contractor shall include without limitation the following aspects of employment pertaining to women and minorities: hiring; upgrading; demotion; transfer; layoff; termination; rates of pay and other forms of compensation; training programs and selection for training apprenticeship opportunities; recruitment advertising and efforts; employment goals; and written plan to achieve these goals with timetable.

19. Section 3 Clause (24 CFR § 135.38)

Contractor shall comply with the following requirements of 24 CFR § 135.38 ("Section 3" Clause) of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u:

- Contractor shall ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low income persons, particularly persons who are recipients of HUD assistance for housing.
- The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 135 regulations.
- Contractor agrees to send each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR, Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause. Contractor will not subcontract with any subcontractor where Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR, Part 135.
- Contractor shall certify that any vacant employment positions, including training positions, that are filled either (1) after Contractor was selected but before the contract is executed,

and (2) with persons other than those to whom the regulations of 24 CFR, Part 125 require employment opportunities to be directed, were not filed to circumvent Contractor's obligations under 24 CFR, Part 135.

- (f) Noncompliance with HUD's regulations in 24 CFR, Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, preference and opportunities for training and employment shall be given to Native Americans, and preference in the award of contracts and subcontracts shall be given to Native American organizations and owned economic enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

20. Drug Free Workplace

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

21. Prohibition Against Employing Illegal Aliens

Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Contractor shall not enter into an agreement with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. Contractor and all subcontractors shall execute the Contractor Affidavit ("Exhibit B"), attached hereto, and incorporated by reference, verifying compliance with all local, state, and federal immigration laws.

22. Build America Buy America

The Developer/Contractor shall comply with Build America, Buy America (BABA) when applicable to ensure that all iron, steel, manufactured products, and construction materials used for federally funded infrastructure projects are produced in the United States, unless otherwise exempt or subject to waiver. Known as the "Buy America Preference (BAP)" and the specific requirements are codified in 2 CFR 184.

23. Subrecipient Compliance with BABA Requirements.

"Pursuant to the Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58, 41 U.S.C. § 8301 note, the Federal Financial Assistance used to fund this infrastructure project is required to apply a domestic content procurement preference (the "Buy America Preference" or "BAP") for all construction, alteration, maintenance, or repair of infrastructure, including buildings and real property, unless application of the BAP has been waived by HUD. Additional details on fulfilling the BABA requirements can be found at <https://www.hud.gov/baba>.

24. Notices

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

For County:

Macon-Bibb County, Georgia
Attn: Mayor Lester M. Miller
700 Poplar Street
Macon, GA 31202-0247

For Independent Contractor:

River Edge Foundation, Inc.
Attn: Cass Hatcher, Chief Executive Officer
175 Emery Highway
Macon, GA 31217

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

25. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance. This paragraph shall not apply to any delay caused by the COVID-19 pandemic.

26. Audit Clause

Contractor will cooperate with County or its authorized agent to provide financial reports for all revenue generated under this Agreement, including but not limited to, granting County or its authorized agent access to audit and inspect financial records pertaining to services provided under this Agreement. County shall provide reasonable notice for any audit requests and any such requests shall be conducted during normal business hours.

27. Dispute Resolution and Jury Trial

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

28. Conflict of Laws

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

29. Non-Exclusivity

This Agreement is a non-exclusive agreement. Both Parties may enter into similar agreements with third parties.

30. Attorney's Fees

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

31. Authority to Execute

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

32. Counterparts

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

33. Electronic Representations and Records

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

34. Waiver

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

35. Severability

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

36. Survival

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

37. Entire Agreement

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

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

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor Date _____

Attested: _____
Janice S. Ross, Clerk of Commission Date _____

River Edge Foundation, Inc.:

By: _____
Cass Hatcher, CCM, Chief Executive Officer Date _____

Attested: _____

(Name)(Title) Date _____

EXHIBIT "A "
INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES: The Independent Contractor will perform the services and works outlined in Exhibit A. attached hereto and incorporated herein.

Independent Contractor shall construct two (2) Community Residential Alternative Group Homes for adult individuals with Intellectual and Development Disabilities. These units will offer intense residential support in small group settings or host home/life sharing arrangements, focusing on training and support in daily living skills, be affordable rental units for low-income households. Constructed facility designed to accommodate eight (8) residents. The one story, ranch style homes will meet or exceed the Energy Code requirements. Energy Star products will be specified and used whenever possible throughout the project. Energy Star appliances and products rated under the US EPA's Energy Start Program will be utilized throughout the department.

TERM: This Agreement shall commence on the date this Agreement and Addendum(s) are executed by the County and shall continue in full force and effect until the completion of the construction of the project.

County: County shall provide HOME (HOME Investment Partnership Program) funds in the amount of Seven Hundred Thousand Dollars (\$700,000.00) to the Independent Contractor for the project.

MACON-BIBB COUNTY:

By: _____
Mayor Lester M. Miller Date

Attested: _____
Janice Ross, Clerk of Commission Date

INDEPENDENT CONTRACTOR:

By: _____
Cass Hatcher, CCM, Chief Executive Officer Date

Exhibit A

Developer

Firm Name: River Edge Foundation, Inc.
Name: Cass Hatcher, CCM, Chief Executive Officer
Address: 175 Emery Highway
City/State/Zip: Macon, GA 31217
Email Address: chatcher@river-edge.org
Phone: (478)745-0630
FED ID #20-5794390 UEI D8LBD9SD9MT5

Uniform Guidance: 2 CFR 200.331, provides that certain elements be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:

HOME Investment Partnership Program

Subrecipient Name:

River Edge Foundation, Inc.

Agency UEI Number:

D8LBD9SD9MT5

Federal Award Identification Number:

M-20-MC-13-0202 and M-21-MC-13-0202

Federal Award Date:

March 23, 2021/August 21, 2021

Subaward period of performance start and end date:

November 1, 2025, to December 1, 2026

Federal Funds Obligated:

\$700,000

Project Description:

Construction of two (2) Community Residential Alternative Group Homes for adult individuals with Intellectual and Development Disabilities. These units will offer intense residential support in small group settings or host home/life sharing arrangements, focusing on training and support in daily living skills. be affordable rental units for low-income households.

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101, Macon, GA 31201

CFDA Name and Number:

HOME Investment Partnerships Program; 14.239

Research and Development: No

Provision:

OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost both direct and *indirect*. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and

maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities". Pursuant to HUD regulations, Macon Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

CONSTRUCTION COST ESTIMATED

BUDGET LINE ITEMS	IDD GROUP HOMES	GROUP	GROUP #2 36, 102.50
General Conditions	72,205.00	36,102.50	
Site Work	174,096.64	87,048.32	87,048.32
Concrete	47,516.25	23,758.13	23,758.13
Masonry	6,794.12	3,397.06	3,397.06
Structural Framing	119,941.54	59,970.77	59,970.77
Thermal & Moisture Protection	60,024.00	30,012.00	30,012.00
Siding & Cornice	68,482.31	34,241.16	34,241.16
Interior Wood Finishes	72,512.45	36,256.23	36,256.23
Doors/ Windows Hardware	105, 779.70	52,889.85	52,889.85
Drywall	45,000.00	22,500.00	22,500.00
Flooring	51,646.00	25,823.00	25,823.00
Painting	48,600.00	24,300.00	24,300.00
Specialties	4,925.88	2,462.94	2,462.94
Appliances	9,195.16		4,597.58
Blinds	10,608.00	5,304.00	5,304.00
Mechanical / Plumbing	154,900.00	77,450.00	77,450.00
Electrical	82,686.15	41 ,343.08	41 ,343.08
Sub-Total	1,134,913.20	567,456.60	567,456.60
GC Fee	158,888.97	79,444.49	79,444.49
TOTAL CONSTRUCTION COSTS	1,293,802.17	646,901.09	646,901.09

Macon-Bibb HOME Application 2025

EXHIBIT "A"

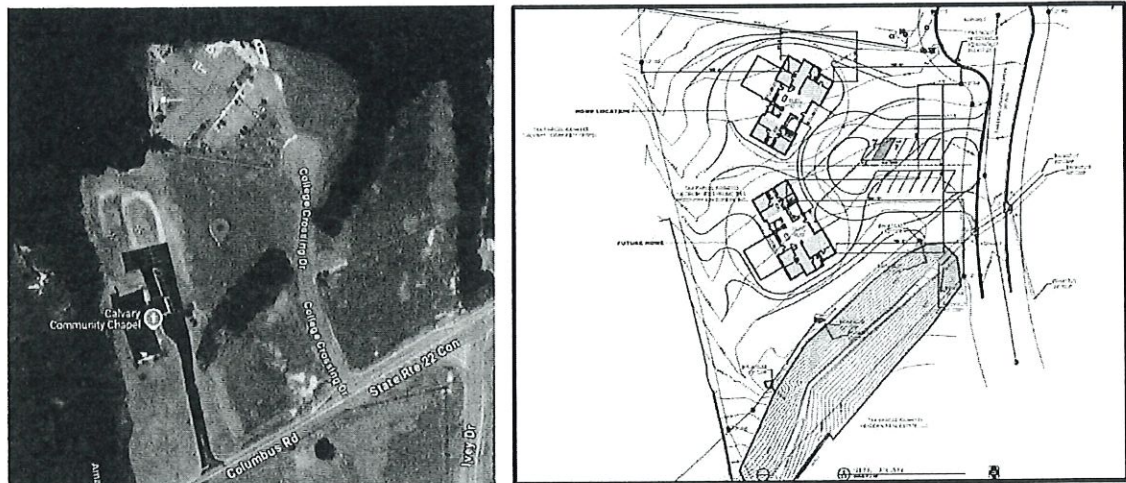
TOTAL DEVELOPMENT COSTS (TDC)

HOME Program Development Budget	
Project Name: IDD Community Residential Alternative (CRA) Group Homes Developer: River Edge Behavioral Health Address: 5107 College Crossing Drive, Macon, GA 31206	
USES	
Acquisition Costs:	
Acquisition: Land	\$ 218,567.00
Predevelopment	\$ 36,508.00
Total Acquisition:	\$ 255,075.00
Construction Development Costs:	
Design-Build Contractor (includes fees & gen conditions)	\$ 1,293,802.17
Bond Premium	\$ -
Differing Site Conditions	
Total Construction:	\$ 1,293,802.17
Soft Costs:	
Architectural Fees	\$ 90,000.00
Civil Engineering Fees	\$ 53,000.00
Environmental Testing	\$ 50,000.00
Accounting Services	\$ 10,000.00
As Built Site Survey	\$ 3,500.00
Legal Expense	\$ 10,000.00
FF&E /IT Security	\$ 77,289.83
Developer Fee 1.2%	\$ 16,000.00
Total Soft Costs:	\$ 309,789.83
Total Development Cost:	\$ 1,858,667.00
Mental Health Services for 20-Years:	\$ 25,920,000.00
SOURCES	
<i>Supportable Debt (see Operating Budget)</i>	
Additional Sources of Funds:	
DBHDD Capital Funding	\$ 940,100.00
Macon-Bibb County HOME Funds	\$ 700,000.00
River Edge Land Acquisition	\$ 218,567.00
Total Development Sources:	\$ 1,858,667.00

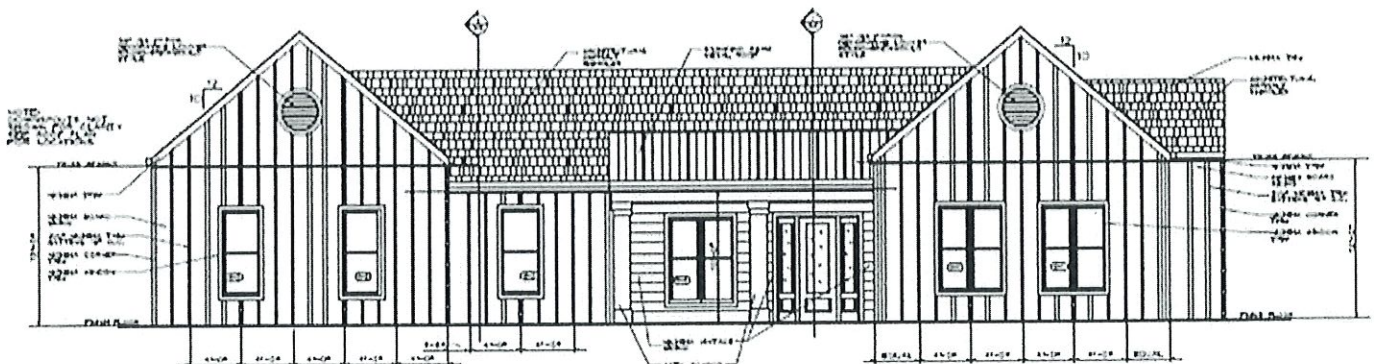
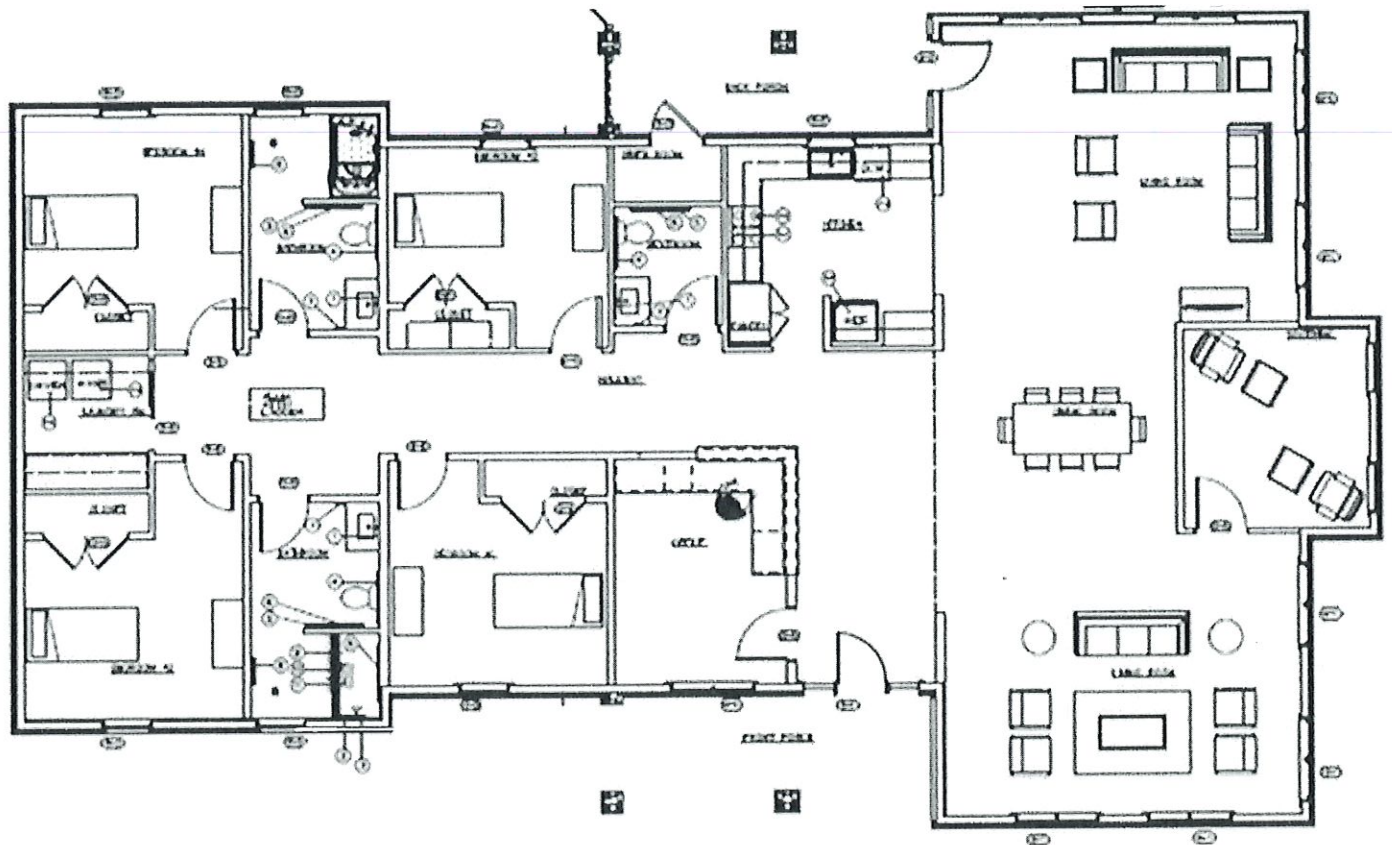
Site Description

There are many communities in Macon-Bibb that would benefit greatly from these houses. The proposed site locations are consistent with the 2030 Long-Range Land-Use Map which identifies the properties as Urban Residential of the Macon-Bibb Consolidated Plan.

Said property is known as 5107 College Crossing Drive, Macon, Macon-Bibb County, Georgia. Deed Reference: Deed Book 8845-204, Plat Page 93-273, Clerk's Office Macon-Bibb County. The IDD Group Homes will be newly constructed at this location. The 1.99-acre property is currently vacant. IDD Group Homes will consist of 3,400 square feet with paved parking and open green space.



Typical Group Home Floor Plan



Affidavit Verifying Status for Macon-Bibb County Public Benefit Application

By executing this affidavit under oath, as an applicant for Macon-Bibb County, Georgia, Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as referenced in 8 U.S.C. Section 1621 and O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a Macon-Bibb County, Georgia, Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit for:

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity.]

Check one of the following two options.

1) _____ I am a United States citizen.

OR

2) _____ I am a legal permanent resident, eighteen (18) years of age or older, or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act eighteen (18) years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date _____

Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 2025_

* _____
Alien Registration Number for Non-Citizens

Notary Public
My Commission Expires:

**Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definitions of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number: _____*

F:\LEGAL\K\SAVE\Affidavit Verifying Status-Alien or Citizen.doc

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, 2025 in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 2025.

NOTARY PUBLIC

My Commission Expires:

F:\LEGAL\K\SAVE\Contractor Affidavit 2011.doc

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, 2025 in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2025.

NOTARY PUBLIC

My Commission Expires:

F:\LEGAL\KSAVE\Subcontractor Affidavit 2011.doc

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

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract for _____

_____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____(name of contractor) on

behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____

_____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____

_____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, 2025 in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2025.

NOTARY PUBLIC

My Commission Expires:



LEGISLATIVE SPONSORS

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

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE APPROPRIATION OF \$960,500.00 FROM SPONSORED PROGRAMS – SCHOOL ZONE CAMERA FUNDS, TO BE ALLOCATED TO SHERIFF’S OFFICE FOR THE RENEWAL OF THE AXON CONTRACT FOR BODY CAMERAS AND TASERS; AND FOR OTHER LAWFUL PURPOSES.

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

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

WHEREAS, the Macon-Bibb County Commission desires to use such funds to improve the safety of our community; and

WHEREAS, the Macon-Bibb County Commission desires to allocate funding to the Sheriff’s Office to fund the renewal of the Axon contract for body cameras and tasers; and

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

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

Section 1.

The Macon-Bibb County Commission does hereby further approve and authorize the appropriation of up to \$960,500.00 from Sponsored Programs – School Zone Camera Funds, to be used by the Macon-Bibb County Sheriff’s Office to fund the renewal of the Axon contract for body cameras and tasers.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

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

By: _____
LESTER M. MILLER, Mayor

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

Q:\ORD MACON-BIBB\2025 Miller Appropriating Public Safety Funds To Sheriff For Axon Body Cams And Tasers \$960,500.00 10-2-25.Docx



LEGISLATIVE SPONSORS

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

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE A SUPPLEMENTAL APPROPRIATION FROM GENERAL FUND – FUND BALANCE, IN A TOTAL AMOUNT OF \$553,300.00, FOR VARIOUS EXPENDITURES AS SPECIFIED HEREIN; AND FOR OTHER LAWFUL PURPOSES.

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

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

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

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

Section 1

The Macon-Bibb County Commission hereby approves a supplemental appropriation from General Fund – Fund Balance, in a total amount of \$553,300.00, to the line items specified and for the purposes described in Exhibit A, attached hereto and incorporated herein by reference.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

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

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

Q:\ORD MACON-BIBB\2025 Miller Supplemental \$553,300 To Various Departments For Various Expenditures 10-7-25.Docx

EXHIBIT A

Budget Amendment

.....

X

100

(check a box)

Amount

77,000.00

77,000.00

Amount

50,000.00

27,000.00

77,000.00

Date _____

2025

2025

2025

2025

Budget Amendment

CONFIDENTIAL

Amount

27,000.00

.....

.....

27,000.00

Amount

27,000.00

.....

27,000.00

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

Date

2025

2025

2025

2025

Page 116 of 155

Routing/File Form

Document Type: ☐ Contract ☐ Deed ☒ Ordinance ☐ Resolution ☐ Grant ☐ Other
 (Check one of the above document types)

PURPOSE: AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE A SUPPLEMENTAL APPROPRIATION FROM GENERAL FUND – FUND BALANCE, IN A TOTAL AMOUNT OF \$553,300.00, FOR VARIOUS EXPENDITURES AS SPECIFIED HEREIN; AND FOR OTHER LAWFUL PURPOSES.

Annual Cost: _____

Total Contract Amount: _____

Administering Department or Officer: _____

Contractor(s): _____

Contract Start Date: _____ **Contract End Date:** _____

Funding Source(s): _____

Automatic Renewals: _____ **yes** _____ **no**
Number of Renewals: _____ **Final Expiration Date:** _____

<u>Ordinance/Resolution</u>			<u>Contracts/Other</u>	
<u>Reviewed By:</u>	<u>Initials</u>	<u>Month/Day/Year</u>	<u>Initials</u>	<u>Month/Day/Year</u>
Assistant County Att. I,II,III	SDW	10/7/25	_____	____/____/____
Sr./ Ch./Cnty. Attorney			_____	____/____/____
Grant Administrator	CWC	10/10/25	_____	____/____/____
Finance Director			_____	____/____/____
County Manager	_____	____/____/____	_____	____/____/____
Mayor	_____	____/____/____	_____	____/____/____
Clerk of Commission	_____	____/____/____	_____	____/____/____
Commission Approval		____/____/____		

Additional comments, instructions, etc.: _____

ALL FULLY-EXECUTED CONTRACTS ARE TO BE PLACED ON FILE IN THE CLERK OF COMMISSION'S OFFICE AS SOON AS POSSIBLE AFTER EXECUTION.

K:\Atty\TEMPLATES 2014\Template Routing Sheet, 10-02-18.doc



LEGISLATIVE SPONSORS

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

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE APPROPRIATIONS FROM 2018 SPLOST AND 2018 SPLOST INTEREST TO BE ALLOCATED TO AUTHORIZED RECREATION PROJECTS AT NORTH MACON PARK, FRANK JOHNSON RECREATION CENTER, FILMORE THOMAS PARK, AND CAROLYN CRAYTON PARK; AND FOR OTHER LAWFUL PURPOSES.

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

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

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

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

Section 1

The Macon-Bibb County Commission does hereby approve and authorize the transfer and appropriation from the 2018 SPLOST – Recreation – Other line item (323.6100.0050.541000) for funding the following authorized expenditures, in the following amounts:

- A. \$33,000.00 to North Macon Park (323.6100.0050.541000.605) for the purchase of new fitness equipment;
- B. \$100,000.00 to Frank Johnson Recreation Center (323.6100.0041.541000) for modifications to the site to accommodate a new inclusive playground; and
- C. \$6,200.00 to Filmore Thomas Park (323.6100.0042.541000) to add adhesives to the mulch at the playground to prevent removal.

Section 2.

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of \$2,400,000.00 from 2018 SPLOST Interest to Carolyn Crayton Park (323.6100.0047.541000) for funding renovations to the round building, bandstand, and the pond, replacing the bridge, adding new paved parking areas, completing the replacement of all electrical panels, and installing new LED field lighting at Luther Williams Field.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this

Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 7.

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

Section 8.

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

Section 9.

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

[Signatures on the following page.]

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

By: _____
LESTER M. MILLER, Mayor

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

*Q:\ORD MACON-BIBB\2025 Miller Appropriating 2018 SPLOST And 2018 SPLOST Interest For Various
Recreation Projects - North Macon, Frank Johnson, Filmore Thomas, CCP 10-6-25.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 APPROVE THE ISSUANCE OF A PURCHASE ORDER TO TYLER TECHNOLOGIES, INC., FOR ANNUAL LICENSING FEES FOR NEW WORLD ERP SOFTWARE IN THE AMOUNT OF \$116,959.50, PAYABLE FROM THE I.T. DEPARTMENT BUDGET – REPAIRS & MAINTENANCE – SOFTWARE LICENSES & MAINTENANCE LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on or about November 5, 2013, Macon-Bibb County entered into an agreement with New World Systems Corp. for New World public safety software; and

WHEREAS, New World Systems Corp., merged with Tyler Technologies, Inc. (“Tyler”) on November 16, 2015, with Tyler being the surviving entity; and

WHEREAS, New World ERP is an essential software for many departments in the Macon-Bibb County government that is only available from Tyler; and

WHEREAS, Tyler is a sole-source vendor providing annual maintenance and customization services of the existing public administration software for Macon-Bibb County; and

WHEREAS, sole-source procurement is authorized under Macon-Bibb County Code of Ordinances Sec. 19-5.4; and

WHEREAS, both the I.T. department and Procurement department concur with this award; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to approve the issuance of a purchase order to Tyler Technologies, Inc., in the amount of ONE HUNDRED

SIXTEEN THOUSAND, NINE HUNDRED FIFTY-NINE DOLLARS AND 50/100 CENTS (\$116,959.50) for the annual maintenance of New World ERP software licenses, payable from the I.T. Departmental budget – Repairs & Maintenance – Software licenses & maintenance line item.

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

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

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

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

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

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

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Authorizing PO for Tyler New World ERP- IT - \$116,959.50 -9-24-2025.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 ENTER INTO AN AGREEMENT WITH JOURNAL TECHNOLOGIES, INC., FOR THE ANNUAL RENEWAL OF ECOURT SOFTWARE, INCLUSIVE OF MAINTENANCE AND HOSTING SERVICES, IN THE AMOUNT OF \$213,810.64, TO BE PAID FROM THE INFORMATION TECHNOLOGY BUDGET – REPAIRS & MAINTENANCE – SOFTWARE LICENSE & MAINTENANCE LINE ITEM; AND FOR OTHER PURPOSES.

WHEREAS, in June 2015, Macon-Bibb County entered into a Contract for Software License and Support Agreement (the “Agreement”), filed with the Clerk of Commission as C-15-0160, with Journal Technologies, Inc., (“Journal”) for a term of 12-months, with 5 subsequent automatic renewals; and

WHEREAS, the Agreement provided support and maintenance for the eCourt system used for the electronic filing and case management in the Magistrate Court, Municipal Court and State Court of Bibb County; and

WHEREAS, the Agreement was subsequently renewed for additional 12-month terms in 2022, 2023, and 2024; and

WHEREAS, the using departments desire to renew this Agreement for one (1) additional 12-month term; and

WHEREAS, Journal Technologies, Inc., is a sole source provider of licenses and support for the eCourt system; and

WHEREAS, Procurement concurs with renewing the existing contract with Journal Technologies for this essential software system for an additional 12-month term; 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 Journal Technologies, Inc., for the renewal of the eCourt Software for an additional 12-month term in the amount of TWO HUNDRED THIRTEEN THOUSAND, EIGHT HUNDRED TEN DOLLARS AND SIXTY-FOUR CENTS (\$213,810.64), in a form to be approved by the County Attorney, to be paid from the Information Technology Department budget - Repairs & Maintenance – Software Licenses & Maintenance line item.

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

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

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

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Authorizing software license renewal - Journal Technologies - \$213,810.64.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 TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH MCCLEROY, INC., FOR ASPHALT PAVING & RESURFACING SERVICES, IN THE AMOUNT OF \$1,840,490.85, TO BE PAID FROM 2025 SPLOST BOND FUNDS; AND FOR OTHER LAWFUL PURPOSES.

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

WHEREAS, on March 18, 2025, Macon-Bibb County voters approved the imposition of a special local option sales tax (“2025 SPLOST”) in the amount of \$450,000,000.00 for funding of various authorized projects, including the paving and enhancement of roads, with collections set to commence on October 1, 2025; and

WHEREAS, to ensure that adequate funds would be available to commence authorized projects during the early period of collection of the 2025 SPLOST, the Commission determined it necessary to purchase General Obligation Sales Tax Bonds to be repaid from collection of sales tax made later in time; and

WHEREAS, on August 5, 2025, in Resolution R-25-0128, the Commission authorized the purchase of \$50,000,000.00 in General Obligation Sales Tax Bonds for purposes authorized under the SPLOST referendum; and

WHEREAS, on September 23, 2025, in Ordinance O-25-0044, the Commission adopted a budget for the \$50,000,000.00 2025 SPLOST Bond, plus the additional \$5,302,329.00 in bond premiums received by the County, appropriating \$20,000,000.00 to road projects; and

WHEREAS, Invitation for Bids (“IFB”) No. 26-010-LH was published on September 2, 2025, soliciting bids for the repair and resurfacing of various sections of roadways, such roadways to be paved shown on the attached Exhibit A, incorporated herein by reference; and

WHEREAS, IFB No. 26-010-LH was published on Macon-Bibb County's Procurement Department website and posted to the Georgia Procurement Registry, where one hundred ninety-three (193) vendors were notified of the opportunity for bidding; and

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

WHEREAS, on the published due date of October 2, 2025, nine (9) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification review; and

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

WHEREAS, Procurement concurs with this award recommendation; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute an Independent Contractor Agreement with McLeroy, Inc., in the amount of ONE MILLION, EIGHT HUNDRED FORTY THOUSAND, FOUR HUNDRED NINETY DOLLARS AND EIGHTY-FIVE CENTS (\$1,840,490.85) for deep patch asphalt resurfacing services to be paid from 2025 SPLOST Bond funds, with such Independent Contractor Agreement in a form to be approved of by the County Attorney.

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

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution, including, but not limited to, the authority to execute any amendments arising from the original scope of work, provided that such amendments comply with the requirements of

Chapter 4 of Title 32 of the Official Code of Georgia, notwithstanding the provisions of Macon-Bibb County Code of Ordinances Sec. 19-5.8.

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: _____
JANICE S. ROSS, Clerk of the Commission

(SEAL)

EXHIBIT A

Paving the Way Package 2 for Macon-Bibb County

(Roadway Repair and Resurfacing)

Bid Schedule – Paving the Way Package 2

The quantities listed are an approximate estimate of the materials required to complete the roadway repair and resurfacing projects, for the Main Streets list. The “Total Bid Price” is the bid amount which shall be used to award Paving the Way Package 2 paving contract to the successful bidder.

Prior to beginning contract paving work on the main streets, the successful bidder shall be required to contact Mike Beard with the Macon Water Authority, at (478) 256-9382, regarding coordination with MWA on locating /marking paved over sanitary manholes. Contact Willie Sidney with the Macon Water Authority, at (478) 256-9400, to locate / mark paved over water valves.

Also, the successful bidder shall contact Monte Tolleson with the Macon Water Authority Storm Water Office, at (478) 738-6520, regarding locating / marking paved over storm manholes.

The 120-day contract period shall proceed upon the successful bidder receiving the “Notice to Proceed” from our Procurement Office.

<u>Road Name</u>	<u>From</u>	<u>To</u>	<u>Miles</u>
Mount Pleasant Church Rd	Griffin Hills Dr	Strolley Dr	0.89
Knoxville Rd	Tobee Dr	Burgay Rd	3.05
Napier Ave	Forsyth Rd @ end of t	Grand Ave	0.91
Napier Ave	Mercer St	Napier Ave (Split)	0.07
Napier Ave	Fairmont Ave	Brookdale Ave	0.17
Napier Ave	Hillcrest Ave	McKenzie Dr	0.03
Napier Ave	Edna Pl	Log Cabin Way	0.13
Napier Ave	Lamont St	Burton Ave	0.35
Napier Ave	Wilmar Dr	Radio Dr	0.11
Napier Ave	Hillcrest Blvd	Inverness Ave	0.42
Napier Ave	Winton Ave	Courtland Ave	0.18
Napier Ave	Pio Nono Ave	Vine St	0.50
			6.81

Paving the Way Package 2

Item	Unit	Quantity	Unit Price	Total
Milling	TONS	9557.9		
Bituminous Tack	GAL	6951.19		
Roadway Patching	SY	11585.31		
12.5 mm Superpave Asphalt	TONS	9557.9		
9.5 mm Superpave Asphalt	TONS	0		
Install Furnished Sewer Manhole, Storm Manholes,	EA	105		
Install Furnished Water Valve Riser	EA	97		
Manhole (Adjustment)	EA	105		
Water Valve (Adjustment)	EA	97		
Traffic Signal Loop Install	EA	7		
Striping (Center Lines, Edge Lines, Lane Lines)	LF	119674		
Painted Arrows	EA	37		
Bike Symbols	EA	0		
Painted Messages	EA	0		
Painted Crosswalks	LF	337		
Painted Stop Bars	LF	202		
Painted RR Symbols	EA	0		
Painted Hatching	LF	339		
Rumble Stripe	SET	1		
RPMs	MILE	6.81		
Clipping Grassed Shoulders	MILE	7.89		

Total Bid \$_____



LEGISLATIVE SPONSORS

☒ **MAYOR LESTER M. MILLER**

☐ **MAYOR PRO TEMPORE SETH CLARK**

☐ **COMMISSIONER VALERIE WYNN**

☐ **COMMISSIONER PAUL BRONSON**

☐ **COMMISSIONER STANLEY B. STEWART**

☐ **COMMISSIONER JOEY HULETT**

☐ **COMMISSIONER RAYMOND WILDER**

☐ **COMMISSIONER BILL HOWELL**

☐ **COMMISSIONER DONICE BRYANT-CATO**

☐ **COMMISSIONER BRENDA LYN BAILEY**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH MCLEROY, INC., FOR ASPHALT PAVING & RESURFACING SERVICES, IN THE AMOUNT OF \$1,763,619.34, TO BE PAID FROM 2025 SPLOST BOND FUNDS; AND FOR OTHER LAWFUL PURPOSES.

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

WHEREAS, on March 18, 2025, Macon-Bibb County voters approved the imposition of a special local option sales tax (“2025 SPLOST”) in the amount of \$450,000,000.00 for funding of various authorized projects, including the paving and enhancement of roads, with collections set to commence on October 1, 2025; and

WHEREAS, to ensure that adequate funds would be available to commence authorized projects during the early period of collection of the 2025 SPLOST, the Commission determined it necessary to purchase General Obligation Sales Tax Bonds to be repaid from collection of sales tax made later in time; and

WHEREAS, on August 5, 2025, in Resolution R-25-0128, the Commission authorized the purchase of \$50,000,000.00 in General Obligation Sales Tax Bonds for purposes authorized under the SPLOST referendum; and

WHEREAS, on September 23, 2025, in Ordinance O-25-0044, the Commission adopted a budget for the \$50,000,000.00 2025 SPLOST Bond, plus the additional \$5,302,329.00 in bond premiums received by the County, appropriating \$20,000,000.00 to road projects; and

WHEREAS, Invitation for Bids (“IFB”) No. 26-009-LH was published on September 2, 2025, soliciting bids for the repair and resurfacing of various sections of roadways, such roadways to be paved shown on the attached Exhibit A, incorporated herein by reference; and

WHEREAS, IFB No. 26-009-LH was published on Macon-Bibb County's Procurement Department website and posted to the Georgia Procurement Registry, where one hundred ninety-three (193) vendors were notified of the opportunity for bidding; and

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

WHEREAS, on the published due date of October 2, 2025, nine (9) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification review; and

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

WHEREAS, Procurement concurs with this award recommendation; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute an Independent Contractor Agreement with McLeroy, Inc., in the amount of ONE MILLION, SEVEN HUNDRED SIXTY-THREE THOUSAND, SIX HUNDRED NINETEEN DOLLARS AND THIRTY-FOUR CENTS (\$1,763,619.34) for deep patch asphalt resurfacing services to be paid from 2025 SPLOST Bond funds, with such Independent Contractor Agreement in a form to be approved of by the County Attorney.

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

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution, including, but not limited to, the authority to execute any amendments arising from the original scope of work, provided that such amendments comply with the requirements of

Chapter 4 of Title 32 of the Official Code of Georgia, notwithstanding the provisions of Macon-Bibb County Code of Ordinances Sec. 19-5.8.

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: _____
JANICE S. ROSS, Clerk of the Commission

(SEAL)

EXHIBIT A

Paving the Way Package 1 for Macon-Bibb County

(Roadway Repair and Resurfacing)

Bid Schedule – Paving the Way Package 1

The quantities listed are an approximate estimate of the materials required to complete the roadway repair and resurfacing projects, for the Main Streets list. The “Total Bid Price” is the bid amount which shall be used to award Paving the Way Package 1 paving contract to the successful bidder.

Prior to beginning contract paving work on the main streets, the successful bidder shall be required to contact Mike Beard with the Macon Water Authority, at (478) 256-9382, regarding coordination with MWA on locating /marking paved over sanitary manholes. Contact Willie Sidney with the Macon Water Authority, at (478) 256-9400, to locate / mark paved over water valves.

Also, the successful bidder shall contact Monte Tolleson with the Macon Water Authority Storm Water Office, at (478) 738-6520, regarding locating / marking paved over storm manholes.

The 120-day contract period shall proceed upon the successful bidder receiving the “Notice to Proceed” from our Procurement Office.

<u>Road Name</u>	<u>From</u>	<u>To</u>	<u>Miles</u>
Fulton Mill Rd	Jane Ann Dr	US 80	0.38
Fulton Mill Rd	US 80	Hunnicutt Rd	1.71
Fulton Mill Rd	Western Cir	Bethel Church Rd	1.05
Fulton Mill Rd	Michael Dr	Skyhawk Cir	0.22
Dixon Rd	Bethel Church Rd	Rogers Rd	1.42
Dixon Rd	Fulton Mill	Pine Bloom Pl	1.23
Rogers Rd	Dixon Rd	Fulton Mill	3.53
Total			9.53

Paving the Way Package 1

Item	Unit	Quantity	Unit Price	Total
Milling	TONS	10146.7		
Bituminous Tack	GAL	7379.39		
Roadway Patching	SY	12298.98		
12.5 mm Superpave Asphalt	TONS	10146.7		
9.5 mm Superpave Asphalt	TONS	0		
Install Furnished Sewer Manhole, Storm Manholes,	EA	11		
Install Furnished Water Valve Riser		12		
Manhole (Adjustment)	EA	11		
Water Valve (Adjustment)	EA	12		
Traffic Signal Loop Install	EA	0		
Striping (Center Lines, Edge Lines, Lane Lines)	LF	201256		
Painted Arrows	EA	3		
Bike Symbols	EA	0		
Painted Messages	EA	0		
Painted Crosswalks	LF	0		
Painted Stop Bars	LF	56		
Painted RR Symbols	EA	0		
Painted Hatching	LF	340		
Rumble Stripe	SET	0		
RPMs	MILE	9.53		
Clipping Grassed Shoulders	MILE	19.06		

Total Bid \$ _____



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
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A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH PROFESSIONAL PAVING SERVICES, LLC FOR ASPHALT PAVING & RESURFACING SERVICES, IN THE AMOUNT OF \$1,590,141.04, TO BE PAID FROM 2025 SPLOST BOND FUNDS; AND FOR OTHER LAWFUL PURPOSES.

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

WHEREAS, on March 18, 2025, Macon-Bibb County voters approved the imposition of a special local option sales tax (“2025 SPLOST”) in the amount of \$450,000,000.00 for funding of various authorized projects, including the paving and enhancement of roads, with collections set to commence on October 1, 2025; and

WHEREAS, to ensure that adequate funds would be available to commence authorized projects during the early period of collection of the 2025 SPLOST, the Commission determined it necessary to purchase General Obligation Sales Tax Bonds to be repaid from collection of sales tax made later in time; and

WHEREAS, on August 5, 2025, in Resolution R-25-0128, the Commission authorized the purchase of \$50,000,000.00 in General Obligation Sales Tax Bonds for purposes authorized under the SPLOST referendum; and

WHEREAS, on September 23, 2025, in Ordinance O-25-0044, the Commission adopted a budget for the \$50,000,000.00 2025 SPLOST Bond, plus the additional \$5,302,329.00 in bond premiums received by the County, appropriating \$20,000,000.00 to road projects; and

WHEREAS, Invitation for Bids (“IFB”) No. 26-011-LH was published on September 2, 2025, soliciting bids for the repair and resurfacing of various sections of roadways, such roadways to be paved shown on the attached Exhibit A, incorporated herein by reference; and

WHEREAS, IFB No. 26-011-LH was published on Macon-Bibb County's Procurement Department website and posted to the Georgia Procurement Registry, where one hundred ninety-three (193) vendors were notified of the opportunity for bidding; and

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

WHEREAS, on the published due date of October 9, 2025, nine (9) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification review; and

WHEREAS, after the bid review, Professional Paving Services, LLC, a Georgia Corporation with its primary place of business in Macon-Bibb County, whose total bid was the lowest responsive and responsible submission, was recommended for award by the user department; and

WHEREAS, Procurement concurs with this award recommendation; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute an Independent Contractor Agreement with Professional Paving Services, LLC, in the amount of ONE MILLION, FIVE HUNDRED NINETY THOUSAND, ONE HUNDRED FORTY-ONE DOLLARS AND FOUR CENTS (\$1,590,141.04) for deep patch asphalt resurfacing services to be paid from 2025 SPLOST Bond funds, with such Independent Contractor Agreement in a form to be approved of by the County Attorney.

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

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution, including, but not limited to, the authority to execute any amendments arising

from the original scope of work, provided that such amendments comply with the requirements of Chapter 4 of Title 32 of the Official Code of Georgia, notwithstanding the provisions of Macon-Bibb County Code of Ordinances Sec. 19-5.8.

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

EXHIBIT A

Pave the Way Package 3 for Macon-Bibb County

(Roadway Repair and Resurfacing)

Bid Schedule – Pave the Way Package 3

The quantities listed are an approximate estimate of the materials required to complete the roadway repair and resurfacing projects, for the Main Streets list. The “Total Bid Price” is the bid amount which shall be used to award Pave the Way Package 3 paving contract to the successful bidder.

Prior to beginning contract paving work on the main streets, the successful bidder shall be required to contact Mike Beard with the Macon Water Authority, at (478) 256-9382, regarding coordination with MWA on locating /marking paved over sanitary manholes. Contact Willie Sidney with the Macon Water Authority, at (478) 256-9400, to locate / mark paved over water valves.

Also, the successful bidder shall contact Monte Tolleson with the Macon Water Authority Storm Water Office, at (478) 738-6520, regarding locating / marking paved over storm manholes.

The 120-day contract period shall proceed upon the successful bidder receiving the “Notice to Proceed” from our Procurement Office.

<u>Road Name</u>	<u>From</u>	<u>To</u>	<u>Miles</u>
Goodall Mill Rd	Jones Rd	Sardis Church Road	1.01
Guy Paine Rd	Pio Nono Ave	MLK	0.52
Allied Industrial	End of Rd	Mead Rd	0.65
Old Gaull City Rd	Allied Industrial	To a Point 212 Ft South of the RR Crossing	0.28
Allen Rd	Houston Rd	Hawkinsville Rd	1.09
Allen Rd	Hawkinsville Rd	East of 2104 Allen Rd	0.33
General Winship	Pinecrest Rd	General Winship Dr S	0.29
General Winship South	General Winship	Ingleside Ave.	0.14
Pinecrest Rd	Old Holton Rd	Elmridge Dr	0.41
Rogers Dr	End of Drive	Kingsley Dr	0.22
Corbin Ave	Riverside Dr	Old Holton Rd	0.48
Old Holton Rd	Pierce Ave	Corbin Ave	0.44
Thurmond Dr	Nancelon Cir N	Old Holton Rd	0.26
Newton Pl	End of Rd	Thurmond Dr	0.04
Kingsley Dr	Walton Pl	Rockbridge Rd	0.09
Rockbridge Rd	Adrian Pl	Kingsley Dr	0.10
Adrian Pl	Motes Pl	End of Rd	0.25
Walton Pl	Adrian Pl	Motes Pl	0.05
Motes Pl	End of Rd	Walton Pl	0.18
			6.85

Pave the Way Package 3

Item	Unit	Quantity	Unit Price	Total
Milling	TONS	8124.0		
Bituminous Tack	GAL	5908.35		
Roadway Patching	SY	9847.24		
12.5 mm Superpave Asphalt	TONS	8124.0		
9.5 mm Superpave Asphalt	TONS	0		
Install Furnished Sewer Manhole, Storm Manholes,	EA	113		
Install Furnished Water Valve Riser	EA	79		
Manhole (Adjustment)	EA	113		
Water Valve (Adjustment)	EA	79		
Traffic Signal Loop Install	EA	9		
Striping (Center Lines, Edge Lines, Lane Lines)	LF	92948		
Painted Arrows	EA	10		
Bike Symbols	EA	0		
Painted Messages	EA	0		
Painted Crosswalks	LF	356		
Painted Stop Bars	LF	320		
Painted RR Symbols	EA	0		
Painted Hatching	LF	40		
Rumble Stripe	SET	0		
RPMs	MILE	6.85		
Clipping Grassed Shoulders	MILE	6		

Total Bid \$ _____



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH ATLANTA PAVING & CONCRETE CONSTRUCTION, INC., FOR ASPHALT PAVING & RESURFACING SERVICES, IN THE AMOUNT OF \$1,800,773.36 TO BE PAID FROM 2025 SPLOST BOND FUNDS; AND FOR OTHER LAWFUL PURPOSES.

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

WHEREAS, on March 18, 2025, Macon-Bibb County voters approved the imposition of a special local option sales tax (“2025 SPLOST”) in the amount of \$450,000,000.00 for funding of various authorized projects, including the paving and enhancement of roads, with collections set to commence on October 1, 2025; and

WHEREAS, to ensure that adequate funds would be available to commence authorized projects during the early period of collection of the 2025 SPLOST, the Commission determined it necessary to purchase General Obligation Sales Tax Bonds to be repaid from collection of sales tax made later in time; and

WHEREAS, on August 5, 2025, in Resolution R-25-0128, the Commission authorized the purchase of \$50,000,000.00 in General Obligation Sales Tax Bonds for purposes authorized under the SPLOST referendum; and

WHEREAS, on September 23, 2025, in Ordinance O-25-0044, the Commission adopted a budget for the \$50,000,000.00 2025 SPLOST Bond, plus the additional \$5,302,329.00 in bond premiums received by the County, appropriating \$20,000,000.00 to road projects; and

WHEREAS, Invitation for Bids (“IFB”) No. 26-012-LH was published on September 2, 2025, soliciting bids for the repair and resurfacing of various sections of roadways, such roadways to be paved shown on the attached Exhibit A, incorporated herein by reference; and

WHEREAS, IFB No. 26-012-LH was published on Macon-Bibb County's Procurement Department website and posted to the Georgia Procurement Registry, where one hundred ninety-three (193) vendors were notified of the opportunity for bidding; and

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

WHEREAS, on the published due date of October 9, 2025, nine (9) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification review; and

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

WHEREAS, Procurement concurs with this award recommendation; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute an Independent Contractor Agreement with Atlanta Paving & Concrete Construction, Inc., in the amount of ONE MILLION, EIGHT HUNDRED THOUSAND, SEVEN HUNDRED SEVENTY-THREE DOLLARS AND THIRTY-SIX CENTS (\$1,800,773.36) for deep patch asphalt resurfacing services to be paid from 2025 SPLOST Bond funds, with such Independent Contractor Agreement in a form to be approved of by the County Attorney.

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

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution, including, but not limited to, the authority to execute any amendments arising from the original scope of work, provided that such amendments comply with the requirements of

Chapter 4 of Title 32 of the Official Code of Georgia, notwithstanding the provisions of Macon-Bibb County Code of Ordinances Sec. 19-5.8.

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: _____
JANICE S. ROSS, Clerk of the Commission

(SEAL)

Q:\RES MACON-BIBB\2025 Miller Authorizing Indep. Con. Ag. with ATL PAVING PTW4- \$1800773.36 - 2025 SPLOST BONDS - 10-9-25.docx

EXHIBIT A

Pave the Way Package 4
for Macon-Bibb County
(Roadway Repair and Resurfacing)
Bid Schedule – Pave the Way Package 4

The quantities listed are an approximate estimate of the materials required to complete the roadway repair and resurfacing projects, for the Main Streets list. The “Total Bid Price” is the bid amount which shall be used to award Pave the Way Package 4 paving contract to the successful bidder.

Prior to beginning contract paving work on the main streets, the successful bidder shall be required to contact Mike Beard with the Macon Water Authority, at (478) 256-9382, regarding coordination with MWA on locating /marking paved over sanitary manholes. Contact Willie Sidney with the Macon Water Authority, at (478) 256-9400, to locate / mark paved over water valves.

Also, the successful bidder shall contact Monte Tolleson with the Macon Water Authority Storm Water Office, at (478) 738-6520, regarding locating / marking paved over storm manholes.

The 120-day contract period shall proceed upon the successful bidder receiving the “Notice to Proceed” from our Procurement Office.

<u>Road Name</u>	<u>From</u>	<u>To</u>	<u>Miles</u>
Lamar Rd	Zebulon Rd	Runnymede Ln	1.80
Peake Rd	Plantation Way	Zebulon Rd	0.34
Peake Rd	Zebulon Rd	Plantation Inn Dr North	0.10
Peake Rd	Plantation Inn Dr (South)	I-475	0.69
Plantation Inn Dr. North	Plantation Inn Dr South	Peake Rd	0.06
Tharpe Dr	Wesleyan Dr	Northside Dr	0.44
Maplewood Dr	Tharpe Dr	Leo Pl	0.41
Savage Creek Dr	Maplewood Dr	Marlowe Dr	0.28
Savage Hills Dr	Maplewood Dr	Marlowe Dr	0.27
N Beechwood Dr	Glenwood Dr	Glenwood Dr	0.58
Glenwood Dr	Maplewood Dr	N Beachwood Dr	0.06
Glenwood Dr	Marlowe Dr	Forest Hill Rd	0.34
Cheryle Ann Dr	Wesleyan Dr	Maplewood Dr	0.32
Leo Pl	Cheryle Ann Dr	Maplewood Dr	0.30
Sprucewood Dr	S Beechwood Dr	Marlowe Dr	0.27
N Stratford Oaks Dr	Maplewood Dr	Marlowe Dr	0.27
S Stratford Oaks Dr	Maplewood Dr	Marlowe Dr	0.27
Wilshire Dr	S Stratford Oaks Dr	Timberlane Dr	0.07
Timberlane Dr	Wesleyan Dr	Marlowe Dr	0.63
Hathaway Dr	Timberland Dr	End of Road	0.13
Lattimore Dr	Hathaway Dr	Marlowe Dr	0.36
			7.99

Pave the Way Package 4

Item	Unit	Quantity	Unit Price	Total
Milling	TONS	9964.8		
Bituminous Tack	GAL	7247.15		
Roadway Patching	SY	12078.58		
12.5 mm Superpave Asphalt	TONS	9964.8		
9.5 mm Superpave Asphalt	TONS	0		
Install Furnished Sewer Manhole, Storm Manholes,	EA	114		
Install Furnished Water Valve Riser	EA	46		
Manhole (Adjustment)	EA	114		
Water Valve (Adjustment)	EA	46		
Traffic Signal Loop Install	EA	6		
Striping (Center Lines, Edge Lines, Lane Lines)	LF	71240		
Painted Arrows	EA	38		
Bike Symbols	EA	0		
Painted Messages	EA	3		
Painted Crosswalks	LF	336		
Painted Stop Bars	LF	574		
Painted RR Symbols	EA	0		
Painted Hatching	LF	256		
Rumble Stripe	SET	6		
RPMs	MILE	7.99		
Clipping Grassed Shoulders	MILE	4.61		

Total Bid \$_____