



Board of County Commissioners Pre-Commission Meeting

December 16, 2025 | 4:00 PM

City Hall
700 Poplar Street
Macon, GA 31201

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

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval of minutes from the December 2, 2025 Pre-commission meeting
(Sponsored by: Lester M. Miller, Mayor)

3. Appropriations

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of \$50,000.00 From From Sponsored Programs Line Item 250.0368 – Public Safety Funds To Be Used For The Purchase And Installation Of Audible Pedestrian Signal Devices (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)
- b. An Ordinance Of The Macon-Bibb County Commission To Authorize Appropriations, In The Amount Of \$29,254,596.00, From 2025 SPLOST Bond Funds To The Jail Expansion And Upgrade Project, The Arena Project, Recreation Projects, And The Industrial Authority And Urban Development Authority (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)
- c. An Ordinance Of The Macon Bibb County Commission To Amend The Fy2025 General Fund Budget To \$242,375,011 In Total Revenues And \$242,375,011 In Total Expenditures And Other Year End Adjustments (Sponsored by: Lester M. Miller, Mayor)

- d. An Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation For The Transfer Of \$62,252,626.00 From The Fund Balances Of Multiple Funds In The FY26 Budget To Account For Outstanding Purchase Orders (Sponsored by: Lester M. Miller, Mayor)
- e. An Ordinance Of The Macon-Bibb County Commission To Authorize A Supplemental Appropriation, In The Amount Of \$82,934.00 From General Fund - Fund Balance To The GDOT - Ocmulgee Heritage Trail Grant Fund Line Item, To Provide Funding For Additional Engineering Services For The Ocmulgee Heritage Trail Project; Authorizing The Mayor To Execute A Change Order With Cranston Engineering Group. P.C., For Additional Engineering Services, In The Amount Of \$139,750.00 (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)
- f. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Stafford Builders & Consultants, Inc., For The Renovation Of Thomas Jackson Juvenile Justice Center Courtroom #3, In The Amount Of \$202,075.00, To Be Paid From The SPLOST 2018 Fund – Judicial - Juvenile Justice – Property Line Item And The SPLOST 2018 Fund – Judicial - Courthouse – Property Line Item (Sponsored by: Lester M. Miller, Mayor)

4. Agreements and Contracts

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Construction Manager-At-Risk Agreement With Warren Associates, Inc. For The Renovation Of The Bibb County Courthouse, Subject To Further Approval Upon Finalization Of Cost Of Construction, For A Pre-Construction Cost Of \$7,500.00 And Construction Management Fee Of 2.45% Of The Cost Of Construction, To Be Paid From The Splost 2018 Fund – Judicial – Courthouse (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With BTBB, Inc. For The Provision Of Architectural Services For The Renovation Of The Bibb County Courthouse, In The Amount Of 6% Of The Cost Of Construction, To Be Determined At A Later Date, Plus \$12,000.00 For Digital Mapping Services, To Be Paid From The SPLOST 2018 Fund – Judicial – Courthouse – Property Line Item (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission To Approve A Change Order, In The Amount Of \$16,000.00, To The Purchase Order For Smith Law And Consulting Group, To Provide Contract Attorney Consulting Services For The Next Three Months, To Be Paid From The General Fund – District Attorney – Contract Labor - Contractual Services Line Item (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Payscale, Inc., In The Amount Of \$56,499.00, For The Provision Of Human Resources Consulting Services, Payable from the General Fund – Human Resources – Repairs & Maint – Software License &

Maint Line Item (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)

- e. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Construction Manager-At-Risk Agreement With Warren Associates, Inc. For The Expansion And Upgrade Of The Law Enforcement Center, Subject To Further Approval Upon Finalization Of Cost Of Construction, For A Pre-Construction Cost Of \$17,500.00 And Construction Management Fee Of 1.74% Of The Cost Of Construction, To Be Paid From SPLOST 2025 Fund – Public Safety – Sheriff Buildings Line Item; (Sponsored by: Lester M. Miller, Mayor)
- f. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Stafford Builders & Consultants, Inc., For Installations And Repairs To Softball Field Number Seven In Carolyn Crayton Park, In The Amount Of \$665,668.00, To Be Paid From The SPLOST 2018 Fund – Recreation – CCP – Property Line Item (Sponsored by: Lester M. Miller, Mayor)
- g. 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 Equipment At Carolyn Crayton Park, In The Amount Of \$295,264.00, To Be Paid From The SPLOST 2018 Fund – Recreation – CCP – Property Line Item (Sponsored by: Lester M. Miller, Mayor)
- h. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into A Professional Services Agreement With Hodges, Harbin, Newberry & Tribble, Inc., In The Amount Of \$82,895.00, For The Provision Of Engineering Design Services For Sidewalk Improvements Along Third Street Between Walnut Street And Plum Street, Payable From 2025 SPLOST Funds, Roadwork, Other - Property (Sponsored by: Lester M. Miller, Mayor)

5. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Macon-Bibb Law Enforcement Foundation Grant, In The Amount Of \$40,635.00, With No Local Match Required, Awarded To The Bibb County Sheriff's Office To Purchase Equipment For Patrol Deputies; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of The Judicial Council Of Georgia American Rescue Plan Act Grant For Calendar Year 2026, In The Amount Of \$87,205.00, With No Local Match, Awarded To The Macon Judicial Circuit Superior Court (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Macon-Bibb County Economic Opportunity Council, Inc., Granting Home Investment Partnerships Program-American Rescue Plan Funding, In The Amount Of \$150,000.00, To Implement A Homeless Prevention Program (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Family Advancement Ministries, Inc., Granting Home Investment Partnerships Program-American Rescue Plan Funding, In The

Amount Of \$205,008.00, To Implement A Homeless Prevention Program
(Sponsored by: Lester M. Miller, Mayor)

- e. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Pleasant Hill Landing, Lp, For The Construction Of A MultiFamily Housing Development At 151 Madison Street, In The Amount Of \$1,400,000.00, To Be Paid From 2025 Home Funds And Community Development Block Grant Funds (Sponsored by: Lester M. Miller, Mayor)
- f. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Fy2026 Grant From The Governor's Office Of Highway Safety, In The Amount Of \$211,425.74, With No Local Match, To Be Used By The Macon Judicial Circuit District Attorney's Office To Implement The Pedestrian Awareness And Understanding Safety Education ("P.A.U.S.E.") Program (Sponsored by: Lester M. Miller, Mayor)

6. Executive Session

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

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
December 2, 2025 – 5:00 PM
City Hall
(Commission Chamber)**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on December 2, 2025 at 5:00 PM in the Commission Chamber at City Hall.

COMMISSION MEMBERS PRESENT

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

STAFF PRESENT

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

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. November 18, 2025 Pre-Commission Meeting (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Stewart, seconded by Commissioner Bryant and carried unanimously, the minutes of the November 18, 2025 Pre-Commission Meeting were approved.

3. Alcohol Beverage License

- a. Final Recommendation on Alcohol License Denial for Tienda Bernabe located at 4221 Mercer University Drive, Suite 3, Macon, Georgia (Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Pro Tem Clark, seconded by Commissioner Howell and carried unanimously, the Final Recommendation on Alcohol License Denial for Tienda Bernabe located at 4221 Mercer University Drive, Suite 3, Macon, Georgia was approved.

- b. Final Recommendation on Alcohol License Denial for Toms Food Mart located at 811 Pio Nono Ave., Macon, Georgia (Sponsored by: Lester M. Miller, Mayor, Seth Clark, Mayor Pro Tem)
On motion of Mayor Pro Tem Clark, seconded by Commissioner Wilder and carried unanimously, the Final Recommendation on Alcohol License Denial for Toms Food Mart located at 811 Pio Nono Ave., Macon, Georgia was approved.
- c. Final Recommendation on Alcohol License Denial for Jek 2022 LLC located at 3565 Pio Nono Ave., Macon, Georgia (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bronson, seconded by Commissioner Wynn and carried unanimously, the Final Recommendation on Alcohol License Denial for Jek 2022 LLC located at 3565 Pio Nono Ave., Macon, Georgia was approved.

4. Appointments to Boards, Commissions and Authorities

- a. A Resolution Of The Macon-Bibb County Commission Reappointing Dr. Y. Monique Davis-Smith To The Board Of Directors Of River Edge Behavioral Health (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bronson, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Reappointing Dr. Y. Monique Davis-Smith To The Board Of Directors Of River Edge Behavioral Health was approved.
- b. A Resolution Of The Macon-Bibb County Commission Submitting A Slate Of Nominees For A Seat Held By John Houser To Serve On The Macon-Bibb County Hospital Authority Board (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bronson, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Submitting A Slate Of Nominees For A Seat Held By John Houser To Serve On The Macon-Bibb County Hospital Authority Board was approved.

5. Pension

- a. An Ordinance Of The Macon-Bibb County Commission To Amend Appendices I, II, And III Of The Macon-Bibb County Charter, Relating To The Macon-Bibb County Pension Plan, The Macon-Bibb County Pensions And Retirement System, Division A, And Macon Fire And Police Employees Retirement System, For The Purpose Of Adding A New Death Benefit For Active Employees In All Three Plans, And For Revising The Manner Of Calculation For Pension Benefits Payable To Retired Superior Court Judges In The Macon-Bibb County Pension Plan (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner, Paul Bronson, Commissioner, Valerie Wynn, Commissioner, Raymond Wilder,

Commissioner)

On motion of Commissioner Wynn, seconded by Commissioner Bronson and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Amend Appendices I, II, And III Of The Macon-Bibb County Charter, Relating To The Macon-Bibb County Pension Plan, The Macon-Bibb County Pensions And Retirement System, Division A, And Macon Fire And Police Employees Retirement System, For The Purpose Of Adding A New Death Benefit For Active Employees In All Three Plans, And For Revising The Manner Of Calculation For Pension Benefits Payable To Retired Superior Court Judges In The Macon-Bibb County Pension Plan was approved.

- b. An Ordinance Of The Macon-Bibb County Commission To Provide A One-Time Cost Of Living Adjustment Of Three Percent Of Current Benefits, Effective January 1, 2026, For All Retirees And Beneficiaries Of The Macon-Bibb County Pension Plan; The Macon-Bibb County Pensions And Retirement System, Division A; And The Macon Fire And Police Employees Retirement System Who Would Otherwise Be Entitled To A Benefits Adjustment Of One And One half Percent On That Date, And In Lieu Thereof; (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner, Tim Wilder, Board Member, Valerie Wynn, Commissioner)
On motion of Commissioner Wynn, seconded by Commissioner Bronson and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Provide A One-Time Cost Of Living Adjustment Of Three Percent Of Current Benefits, Effective January 1, 2026, For All Retirees And Beneficiaries Of The Macon-Bibb County Pension Plan; The Macon-Bibb County Pensions And Retirement System, Division A; And The Macon Fire And Police Employees Retirement System Who Would Otherwise Be Entitled To A Benefits Adjustment Of One And One half Percent On That Date, And In Lieu Thereof was approved.

6. Appropriations

- a. An Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation From General Fund – Fund Balance, In The Amount Of \$500,000.00, For County-Wide Telephone Expenses; (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Wilder, seconded by Commissioner Bryant and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation From General Fund – Fund Balance, In The Amount Of \$500,000.00, For County-Wide Telephone Expenses was approved.

7. Contracts and Purchase Orders

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute Purchase Agreement With North America Fire

Equipment Company, Inc. ("NAFECO"), In The Amount Of \$208,530.00, For The Purchase Of V-Force Fire Protective Gear, To Be Paid From SPLOST 2018 Fund, Public Safety, Fire Upgrade, Property Line Item; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)
On motion of Commissioner Wilder, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute Purchase Agreement With North America Fire Equipment Company, Inc. ("NAFECO"), In The Amount Of \$208,530.00, For The Purchase Of V-Force Fire Protective Gear, To Be Paid From SPLOST 2018 Fund, Public Safety, Fire Upgrade, Property Line Item was approved.

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into A Purchase And Maintenance Agreement With Federal Signal Corporation For The Purchase, Installation, And Maintenance Of An Emergency Alert Siren System, In The Amount Of \$2,782,934.67, Payable From The 2025 SPLOST Funds – Public Safety – Other Line Item; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)
On motion of Commissioner Wynn, seconded by Commissioner Wilder and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into A Purchase And Maintenance Agreement With Federal Signal Corporation For The Purchase, Installation, And Maintenance Of An Emergency Alert Siren System, In The Amount Of \$2,782,934.67, Payable From The 2025 SPLOST Funds – Public Safety – Other Line Item was substituted with a Floor Amendment.

On motion of Commissioner Wynn, seconded by Commissioner Bronson and carried unanimously, the Floor Amendment for the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into A Purchase And Maintenance Agreement With Federal Signal Corporation For The Purchase, Installation, And Maintenance Of An Emergency Alert Siren System, In The Amount Of \$2,737,693.03, Payable From The 2025 SPLOST Funds – Public Safety – Other Line Item was approved

On motion of Commissioner Wynn, seconded by Commissioner Wilder and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into A Purchase And Maintenance Agreement With Federal Signal Corporation For The Purchase, Installation, And Maintenance Of An Emergency Alert Siren System, In The Amount Of \$2,737,693.03, Payable From The 2025 SPLOST Funds – Public Safety – Other Line Item was approved.

8. Executive Session

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

employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1); Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E); and Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. §50-14-3(b)(2);
Mayor Miller stated that there was no items for an Executive Session.

Respectfully Submitted:

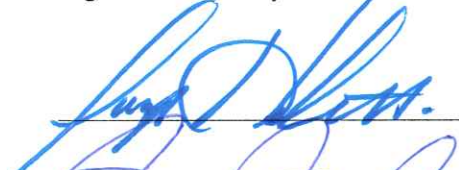
Janice S. Ross
Clerk of the Commission

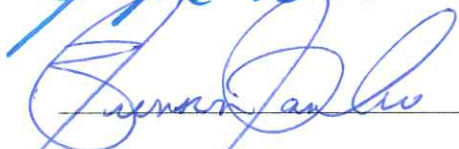
Financial Interest Disclosure

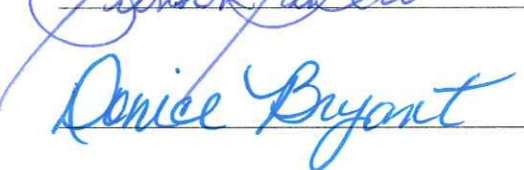
We, the undersigned commissioners, hereby disclose that we have a personal financial interest in the item captioned, "An Ordinance Of The Macon-Bibb County Commission To Provide A One-Time Cost Of Living Adjustment Of Three Percent Of Current Benefits, Effective January 1, 2026, For All Retirees And Beneficiaries Of The Macon-Bibb County Pension Plan; The Macon-Bibb County Pensions And Retirement System, Division A; And The Macon Fire And Police Employees Retirement System Who Would Otherwise Be Entitled To A Benefits Adjustment Of One And One half Percent On That Date, And In Lieu Thereof, and for other lawful purposes." and being considered on the December 2, 2025, commission agenda.

The nature of the interest is that I am, or someone I am closely related to is, a personal recipient of pension benefit payments, and so would receive the same Cost of Living Allowance increase afforded to all retirees and beneficiaries generally by the proposed legislation. Despite this interest, I am participating in the consideration and vote on this matter considering only the public interest and benefit of this legislation, and am not acting under motivation of how this action might affect me or my relatives.

Signed this 2nd day of December.







Filed with:


Clerk of the Commission



MEMORANDUM

PRIVILEGED AND CONFIDENTIAL

FROM: Michael McNeill, Assistant County Attorney

TO: Joey Hulett, Commissioner, District 4

CC: Lester M. Miller, Mayor

Donice Bryant-Cato, Commissioner, District 8

Duke Groover, Interim County Attorney

Janice Ross, Clerk of the Commission

RE: Conflict of Interest on Pension COLA vote

DATE: December 1, 2025

SAVED AT: Q:\Atty\MJM\Commissioner Projects\Memo - Conflict Of Interest For Commission COLA
Vote 12-1-25.Docx

Background: I was contacted by Janice Ross, Clerk of the Commission, on behalf of District 4 Commissioner Joey Hulett, with a question regarding his ethical duties concerning two items on the Commission agenda for December 2, 2025. This memo addresses those questions.

The first item on the agenda is styled, "An Ordinance Of The Macon-Bibb County Commission To Amend Appendices I, II, And III Of The Macon-Bibb County Charter, Relating To The Macon-Bibb County Pension Plan, The Macon-Bibb County Pensions And Retirement System, Division A, And Macon Fire And Police Employees Retirement System, For The Purpose Of Adding A New Death Benefit For Active Employees In All Three Plans, And For Revising The Manner Of Calculation For Pension Benefits Payable To Retired Superior Court Judges In The Macon-Bibb County Pension Plan, and for other lawful purposes." (hereafter "Charter Change Ordinance"). In substance, this item adds a death benefit for vested, active employees who are participating in any of the three county pension plans, and who die after termination but before they begin drawing any of their accrued pension benefits. This item also revises the method of calculation for pension benefits for retired superior court judges so as to keep the benefits consistent based on recent changes to state law.

The second item is styled, "An Ordinance Of The Macon-Bibb County Commission To Provide A One-Time Cost Of Living Adjustment Of Three Percent Of Current Benefits, Effective January 1, 2026, For All Retirees And Beneficiaries Of The Macon-Bibb County Pension Plan; The Macon-Bibb County Pensions And Retirement System, Division A; And The Macon Fire And Police Employees Retirement System Who Would Otherwise Be Entitled To A Benefits Adjustment Of One And One half Percent On That Date, And In Lieu Thereof, and for other lawful purposes." (hereafter, "COLA Ordinance"). The effect of this ordinance is to grant all retirees currently receiving pension benefits under any of the three Macon-Bibb County pension plans a

one-time 3% cost of living increase in their benefits as of January 1, 2026, in lieu of the standard 1.5% increase contemplated in the plan documents.

Commissioner Hulett raised concerns because he is a retired member of the Macon Fire Department, and is receiving pension payments under the Fire and Police pension plan. Clerk Ross noted that Commissioner Bryant-Cato is also a retiree under the Macon-Bibb County pension plan.

Short Answer: It is my opinion that there is no colorable conflict of interest as to the debating and voting on the Charter Change Ordinance or the COLA Ordinance based on the information presented here, provided that a written disclosure must be filed with the Clerk of the Commission before participating in the consideration of the COLA Ordinance.

Analysis: The ethical duties relating to commissioner conflicts of interest are found in Section 2 of the Macon-Bibb County Charter, and Section 2-17 of the Macon-Bibb County Code of Ordinances. For purposes of this memo, I have also reviewed Chapter 10 of Title 16 of the O.C.G.A., relating to abuse of office, and Chapter 5 of Title 21 of the O.C.G.A., relating to campaign finance violations, and found nothing relevant in either of those state authorities.

Section 20 of the Macon-Bibb County Charter spells out general ethical duties of elected officials of the County government. Section 20(b)(1) expressly prohibits elected officials from “Engag[ing] in any *business or transaction* in which the person has a financial interest which is incompatible with the proper discharge of official duties”; and (b)(5) prohibits, “Vot[ing] or otherwise actively participat[ing] in the *negotiation or the making of any contract* between the restructured government and any business or entity in which he or she has a substantial financial interest.” By its terms, both of these prohibitions are limited only to business transactions or the making of contracts with the government.

Section 20(c) provides,

Any elected or appointed officer . . . who possesses or who acquires any financial interest as might reasonably tend to create a conflict with the public interest shall make full disclosure in writing to the appointing authority or the commission, in the case of a member of the commission, at any time a conflict becomes apparent. The disclosure statement shall be made a matter of public record and be filed with the clerk of commission. Any member of the commission who has any personal or private interest, indirect, financial, or otherwise, in any proposal before the commission shall disclose the interest in writing to the commission. The disclosure shall be made a matter of public record prior to the taking of any vote on the proposal.

Lastly, Section 20(d) relates to doing business with the County or with any authority whose members are appointed by the County, and 20(e) relates to misappropriation of County property “for financial benefit, convenience, or profit.”

Notably, under Section 20(j), any knowing violation of Section 20 is a misdemeanor under state law, and, upon conviction, shall be required to forfeit their office.

Here, the Charter Change Ordinance would not have any substantive effect on the retirement benefits of any members who have already retired, other than former Superior Court judges. Because of the Gratuities Clause of the Georgia Constitution (Art. 3, Sec. 6, Para. 6), the newly-created death benefit can only be afforded to active employees who are participants in the pension plans, and would not apply to anybody who has already separated from employment. Because no sitting commissioners are former judges of the Superior Courts of the Macon Judicial Circuit, there is no personal financial benefit that I am aware of that would go to any sitting commissioners as to the Charter Change Ordinance, and therefore, no prohibition on participating in the debate or vote on that matter.

The COLA ordinance would appear to grant Commissioners Hulett and Bryant-Cato an increase in their pension benefit payments. However, this is not a part of a business deal or a contract, but rather a benefit earned for their past work as public servants. Therefore, Section 20(b), (d), and (e) would appear not to apply to this matter. Section 20(c) does appear to apply here. Under Section 20(c), there are two different ethical duties created, under the first and third sentences respectfully.

The first sentence of Section 20(c) requires the written disclosure of “any financial interest as might reasonably tend to create a conflict with the public interest.” Here, because of the fact that this is a COLA benefit applicable to all retirees, and not just to these commissioners, I am not inclined to believe that this vote could “reasonably tend to create a conflict with the public interest.” In other words, it does not appear reasonable that a sitting commissioner would vote to support this COLA out of a pure matter of self-interest, rather than the consideration that providing for all County retirees generally in this way is in the best interest of the public. This may be a matter that reasonable minds could differ on. However, the cure is to file a written disclosure statement prior to taking any public vote on this matter. As discussed in the next paragraph, such a disclosure appears to be required anyway by the third and fourth sentences of Section 20(c), and so satisfying that requirement would also serve any requirement for compliance here as well.

The third sentence of Section 20(c) is much broader, however. It states, “Any member of the commission who has any personal or private interest, indirect, financial, or otherwise, in any proposal before the commission shall disclose the interest in writing to the commission.” This is not limited to business transactions, or to the materiality of the interest itself, but applies by its terms to *all* financial interests a commissioner might have in any proposal to come before the Commission. *In that circumstance, the Charter requires only a written disclosure of the interest to be filed with the Clerk of the Commission before the commissioner takes any public vote on the matter. The Charter does not, however, prohibit or limit the participation in debate or in the vote*

itself on those items that fall under the third sentence of Section 20(c), without implicating the rest of Section 20. Notably, while not required, leaving the meeting and not participating in the vote would also avoid any issues with compliance under the Charter.

Turning to Section 2-17 of the Macon-Bibb County Code of Ordinances, Section 2-17(c)(1) defines the term “benefit” to mean an item of value that would reasonably be recognized as “being likely to be intended to influence a Macon-Bibb County official.” Because there does not seem to be a colorable argument that the purpose of this COLA Ordinance is to influence the votes of Commissioners Hulett and Bryant-Cato, as opposed to providing for public retirees, this definition does not appear to apply. Section 2-17(c)(3) defines “financial interest” in terms of monetary gains “as a result of a contract or transaction¹ that is, or may be, the subject of an official act or action by, or with, Macon-Bibb County.” As noted above, neither of the subject ordinances relate to a business transaction, and so the term “financial interest” would not apply to these matters as it is used in the Code.

Section 2-17(k) speaks to conflicts of interest generally, but only prohibits voting on matters relating to contracts where a commissioner has “a substantial financial interest.” Since these ordinances are not for contracts, this would not apply here either.

Section 2-17(q) and (r) relate to the duty of commissioners to abstain from debate and leave a meeting when certain matters are under consideration. However, both of those paragraphs are limited to circumstances where there is a “financial interest” or “potential financial interest.” Because that term is limited to only business or contractual financial benefits, those would not apply to the consideration of these ordinances either.

CONCLUSION: For the reasons stated above, it is my opinion that the only ethical duties attendant to considering the COLA Ordinance are that a written disclosure must be filed with the Clerk of Commission prior to taking a public vote on the matter. There do not appear to be any ethical duties relating to the Charter Change Ordinance. Affected commissioners are also not required to abstain from debate or voting on this matter, but may leave the meeting if they desire to do so. A disclosure form is attached hereto for use by any concerned commissioners.

¹ Black’s Law Dictionary primarily defines the word “transaction” in terms of business dealings or contracts, but has a minor definition that includes “any activity involving two or more persons.” While this term might arguably bring a COLA increase within the definition of a “transaction,” it is the opinion of this office that such a broad construction would undermine the purpose of this ordinance. This is also consistent with past County precedents. For example on August 3, 2021, the Macon-Bibb County Commission adopted Ordinance O-21-0066, which established a COVID-19 vaccination incentive fund, which paid direct payments to employees who received a COVID-19 vaccine. This Ordinance was made applicable to the commissioners, and no commissioner was required to make a financial disclosure or abstain from debate on the basis of their eligibility for the incentive payment. Another more recent example was on August 19, 2025, when the Macon-Bibb County Commission adopted Ordinance O-25-0037, reducing the property tax millage rate countywide. Those commissioners who own taxable property would have benefited financially from the reduced tax rate, but were not required to disclose a financial interest because of the general nature of the benefit as reaching all members of the public.



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 \$50,000.00 FROM FROM SPONSORED PROGRAMS LINE ITEM 250.0368 – PUBLIC SAFETY FUNDS TO BE USED FOR THE PURCHASE AND INSTALLATION OF AUDIBLE PEDESTRIAN SIGNAL DEVICES; AND FOR OTHER LAWFUL PURPOSES.

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

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

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

WHEREAS, the Pedestrian Safety Review Board has requested that the County purchase and install audible pedestrian signal devices at certain pedestrian crossings to allow those with vision impairments to know when to safely cross the street; and

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

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

Section 1.

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$50,000.00 from Sponsored Programs Line Item 250.0368 – Public Safety

funds to be used for the purchase and installation of audible pedestrian signal devices. The Mayor shall be further authorized to execute an agreement, in a form to be approved by the County Attorney, with a vendor for the purpose of procuring such devices in accordance with the purposes and intents of this Ordinance.

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 For Audible Pedestrian Signals \$50,000.00
12-8-25.Docx*



LEGISLATIVE SPONSORS

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

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE APPROPRIATIONS, IN THE AMOUNT OF \$29,254,596.00, FROM 2025 SPLOST BOND FUNDS TO THE JAIL EXPANSION AND UPGRADE PROJECT, THE ARENA PROJECT, RECREATION PROJECTS, AND THE INDUSTRIAL AUTHORITY AND URBAN DEVELOPMENT AUTHORITY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, a one cent Special Purpose Local Option Sales and Use Tax was approved by Resolution R-24-0182 A, dated December 16, 2024, 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 March 18, 2025 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 \$450,000,000.00 which collection is set to begin on October 1, 2025, or upon the termination of the current SPLOST being collected (the “2025 SPLOST Revenues”); and

WHEREAS, in anticipation of the collection of the 2025 SPLOST Revenues, the Macon-Bibb County Commission authorized, via Resolution R-25-0128, dated August 2, 2025, the purchase of \$50,000,000.00 General Obligation Sales Tax Bonds (“2025 SPLOST Bond”) to be utilized to begin 2025 SPLOST projects and to be repaid from sales tax collections at a later time; and

WHEREAS, the Macon-Bibb County Commission, via Ordinance O-25-0044, dated September 23, 2025, adopted a budget for the expenditure of 2025 SPLOST Bond funds; and

WHEREAS, the Macon-Bibb County Commission believes that the appropriations included herein from 2025 SPLOST Bond funds, 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 following transfers and appropriations for funding the following authorized expenditures, in the following amounts:

- A. \$6,474,336.00 from 2025 SPLOST – Public Safety – Other, Contingency to 2025 SPLOST – Public Safety – Sheriffs Buildings - Property to allow for the hiring of a Construction Manager-at-Risk for the Law Enforcement Center expansion and upgrade;
- B. \$5,780,260.00 from 2025 SPLOST – Culture & Recreation – Other, Contingency to 2025 SPLOST – Culture and Recreation – Arena, Property and 2025 SPLOST Culture and Recreation – Arena, Professional Services to fund architectural professional services and a Construction Manager-at-Risk for the arena project;
- C. \$7,000,000.00 from 2025 SPLOST – Recreation – Other, Contingency to 2025 SPLOST – Recreation – Other, Property to fund identified work at various recreation projects; and
- D. \$10,000,000.00 from 2025 SPLOST - Industrial & Urban Development – Other, Contingency to 2025 SPLOST – Industrial & Urban Development – Industrial, Property for payments to the Industrial Authority and Urban Development Authority.

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 2025 SPLOST Bond Proceeds To Sheriffs Buildings, Arena, And Industrial Authority And UDA - \$29,254,596.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 AMEND THE FY2025 GENERAL FUND BUDGET TO \$242,375,011 IN TOTAL REVENUES AND \$242,375,011 IN TOTAL EXPENDITURES AND OTHER YEAR END ADJUSTMENTS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 18, 2024, the Macon-Bibb County Commission did by Ordinance No. O-24-0033 adopt the FY 2025 budget, said ordinance to become effective on July 1, 2024; and

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

WHEREAS, the FY 2025 amended budget differs from the FY 2025 actual budget, reflecting said variance; and

WHEREAS, said information is reflected in the FY 2025 Budget Amendment Summary hereto attached as Exhibit A, and incorporated herein by reference; and

WHEREAS, the Finance Officer recommends to the Macon-Bibb County Commission that the requested Budget Amendment be approved; 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 as follows:

Section 1.

The Commission approves a Budget Amendment to the FY 2025 General Fund Budget so as to reflect \$242,375,011.00 in total revenues and \$242,375,011.00 in total expenditures, in accordance with the budget amendment(s) attached hereto as Exhibit A 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, 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 FY25 Year-End Budget True-Up 12-10-25.Docx

EXHIBIT A

Accounting Transaction Form

Journal #
Effective Date 6/30/25
FY 2025

Line #	G/L Account	
	100 313100 LOST	1,724,679
	100 313110 OLOST	1,724,679
	100 393600 GASB Subscription Activity	4,505,983

1	100 1100 51 0000	Personal/Services and Employee Benefits	(12,912)
2	100 1100 52 0000	Purchased/Contracted Services	40,905
3	100 1100 53 0000	Supplies	2,509
4	100 1100 57 0000	Other Costs	1,000
5	100 1300 51 0000	Personal/Services and Employee Benefits	831
6	100 1300 52 0000	Purchased/Contracted Services	45,298
7	100 1300 53 0000	Supplies	6,964
8	100 1300 55 0000	Interfund/Interdepartmental Charges	0
9	100 1300 57 0000	Other Costs	(2,374)
10	100 1320 51 0000	Personal/Services and Employee Benefits	204,290
11	100 1320 52 0000	Purchased/Contracted Services	90,203
12	100 1320 53 0000	Supplies	32,662
13	100 1320 55 0000	Interfund/Interdepartmental Charges	0
14	100 1330 51 0000	Personal/Services and Employee Benefits	(10,706)
15	100 1330 52 0000	Purchased/Contracted Services	15,364
16	100 1330 53 0000	Supplies	13,607
17	100 1330 55 0000	Interfund/Interdepartmental Charges	0
18	100 1400 51 0000	Personal/Services and Employee Benefits	(41,554)
19	100 1400 52 0000	Purchased/Contracted Services	144,483
20	100 1400 53 0000	Supplies	33,081
21	100 1400 54 0000	Capital Outlays	0
22	100 1400 55 0000	Interfund/Interdepartmental Charges	0
23	100 1510 51 0000	Personal/Services and Employee Benefits	75,606
24	100 1510 52 0000	Purchased/Contracted Services	52,741
25	100 1510 53 0000	Supplies	12,583
26	100 1510 55 0000	Interfund/Interdepartmental Charges	0
27	100 1517 51 0000	Personal/Services and Employee Benefits	3,021
28	100 1517 52 0000	Purchased/Contracted Services	5,242
29	100 1517 53 0000	Supplies	2,395
30	100 1517 55 0000	Interfund/Interdepartmental Charges	0
31	100 1530 51 0000	Personal/Services and Employee Benefits	82,513
32	100 1530 52 0000	Purchased/Contracted Services	(2,646,989)
33	100 1530 53 0000	Supplies	20,142
34	100 1530 55 0000	Interfund/Interdepartmental Charges	22,808
35	100 1535 51 0000	Personal/Services and Employee Benefits	575,273
36	100 1535 52 0000	Purchased/Contracted Services	2,466,547
37	100 1535 53 0000	Supplies	46,115
38	100 1535 54 0000	Capital Outlays	25,808
39	100 1535 55 0000	Interfund/Interdepartmental Charges	0
40	100 1540 51 0000	Personal/Services and Employee Benefits	163,420
41	100 1540 52 0000	Purchased/Contracted Services	315,978
42	100 1540 53 0000	Supplies	26,624
43	100 1540 55 0000	Interfund/Interdepartmental Charges	0
44	100 1540 57 0000	Other Costs	38,795
45	100 1545 51 0000	Personal/Services and Employee Benefits	376,079
46	100 1545 52 0000	Purchased/Contracted Services	351,897
47	100 1545 53 0000	Supplies	11,345
48	100 1545 55 0000	Interfund/Interdepartmental Charges	0
49	100 1550 51 0000	Personal/Services and Employee Benefits	385,235
50	100 1550 52 0000	Purchased/Contracted Services	229,284
51	100 1550 53 0000	Supplies	15,919
52	100 1550 55 0000	Interfund/Interdepartmental Charges	0
53	100 1555 52 0000	Purchased/Contracted Services	508,436
54	100 1555 53 0000	Supplies	1,034
55	100 1555 55 0000	Interfund/Interdepartmental Charges	6,568

56	100	1555	57	0000	Other Costs	77,237
57	100	1560	51	0000	Personal/Services and Employee Benefits	(11,224)
58	100	1560	52	0000	Purchased/Contracted Services	9,075
59	100	1560	53	0000	Supplies	3,785
60	100	1560	55	0000	Interfund/Interdepartmental Charges	0
61	100	1565	51	0000	Personal/Services and Employee Benefits	285,509
62	100	1565	52	0000	Purchased/Contracted Services	369,846
63	100	1565	53	0000	Supplies	(6,365,103)
64	100	1565	55	0000	Interfund/Interdepartmental Charges	0
65	100	1580	51	0000	Personal/Services and Employee Benefits	(2,933)
66	100	1580	52	0000	Purchased/Contracted Services	31,100
67	100	1580	53	0000	Supplies	7,936
68	100	1592	51	0000	Personal/Services and Employee Benefits	19,698
69	100	1592	52	0000	Purchased/Contracted Services	12,008
70	100	1592	53	0000	Supplies	4,047
71	100	1592	55	0000	Interfund/Interdepartmental Charges	0
72	100	1592	57	0000	Other Costs	125
73	100	1594	51	0000	Personal/Services and Employee Benefits	2,075
74	100	1594	52	0000	Purchased/Contracted Services	73,159
75	100	1594	53	0000	Supplies	9,092
76	100	1595	52	0000	Purchased/Contracted Services	3,227
77	100	1597	52	0000	Purchased/Contracted Services	(40,017)
78	100	1597	53	0000	Supplies	7,646
79	100	1597	57	0000	Other Costs	443,705
80	100	2150	51	0000	Personal/Services and Employee Benefits	426
81	100	2150	52	0000	Purchased/Contracted Services	(36,181)
82	100	2150	53	0000	Supplies	24,103
83	100	2150	55	0000	Interfund/Interdepartmental Charges	0
84	100	2180	51	0000	Personal/Services and Employee Benefits	127,699
85	100	2180	52	0000	Purchased/Contracted Services	110,014
86	100	2180	53	0000	Supplies	10,556
87	100	2180	55	0000	Interfund/Interdepartmental Charges	0
88	100	2200	51	0000	Personal/Services and Employee Benefits	590,774
89	100	2200	52	0000	Purchased/Contracted Services	14,488
90	100	2200	53	0000	Supplies	(2,429)
91	100	2200	55	0000	Interfund/Interdepartmental Charges	0
92	100	2201	51	0000	Personal/Services and Employee Benefits	891
93	100	2201	52	0000	Purchased/Contracted Services	(8,248)
94	100	2201	53	0000	Supplies	(37,727)
95	100	2300	51	0000	Personal/Services and Employee Benefits	73,641
96	100	2300	52	0000	Purchased/Contracted Services	118,641
97	100	2300	53	0000	Supplies	17,686
98	100	2300	55	0000	Interfund/Interdepartmental Charges	0
99	100	2301	51	0000	Personal/Services and Employee Benefits	72,289
100	100	2301	52	0000	Purchased/Contracted Services	23,386
101	100	2301	53	0000	Supplies	8,489
102	100	2301	55	0000	Interfund/Interdepartmental Charges	0
103	100	2302	51	0000	Personal/Services and Employee Benefits	5,999
104	100	2302	52	0000	Purchased/Contracted Services	5,900
105	100	2302	53	0000	Supplies	12,413
106	100	2302	55	0000	Interfund/Interdepartmental Charges	0
107	100	2303	51	0000	Personal/Services and Employee Benefits	10,736
108	100	2400	51	0000	Personal/Services and Employee Benefits	(11,506)
109	100	2400	52	0000	Purchased/Contracted Services	6,722
110	100	2400	53	0000	Supplies	8,740
111	100	2425	51	0000	Personal/Services and Employee Benefits	(103,558)
112	100	2425	52	0000	Purchased/Contracted Services	40,764
113	100	2425	53	0000	Supplies	15,392
114	100	2425	54	0000	Capital Outlays	299
115	100	2425	55	0000	Interfund/Interdepartmental Charges	0
116	100	2450	51	0000	Personal/Services and Employee Benefits	18,155
117	100	2450	52	0000	Purchased/Contracted Services	52,785
118	100	2450	53	0000	Supplies	1,393
119	100	2450	54	0000	Capital Outlays	13,179
120	100	2450	55	0000	Interfund/Interdepartmental Charges	0
121	100	2600	51	0000	Personal/Services and Employee Benefits	(29,735)
122	100	2600	52	0000	Purchased/Contracted Services	48,601
123	100	2600	53	0000	Supplies	2,699
124	100	2600	55	0000	Interfund/Interdepartmental Charges	0

125	100	2650	51	0000	Personal/Services and Employee Benefits	111,480
126	100	2650	52	0000	Purchased/Contracted Services	208,967
127	100	2650	53	0000	Supplies	720
128	100	2650	55	0000	Interfund/Interdepartmental Charges	0
129	100	2700	51	0000	Personal/Services and Employee Benefits	3,232
130	100	2700	52	0000	Purchased/Contracted Services	7,537
131	100	2700	53	0000	Supplies	(3,686)
132	100	2800	52	0000	Purchased/Contracted Services	298,471
133	100	2800	53	0000	Supplies	25,596
134	100	2800	54	0000	Capital Outlays	1,090
135	100	2800	55	0000	Interfund/Interdepartmental Charges	0
136	100	3300	51	0000	Personal/Services and Employee Benefits	(4,233,263)
137	100	3300	52	0000	Purchased/Contracted Services	(2,917,132)
138	100	3300	53	0000	Supplies	2,469,440
139	100	3300	54	0000	Capital Outlays	13
140	100	3300	55	0000	Interfund/Interdepartmental Charges	0
141	100	3500	51	0000	Personal/Services and Employee Benefits	(5,091,055)
142	100	3500	52	0000	Purchased/Contracted Services	(143,794)
143	100	3500	53	0000	Supplies	225,133
144	100	3500	54	0000	Capital Outlays	10,222
145	100	3500	55	0000	Interfund/Interdepartmental Charges	0
146	100	3700	51	0000	Personal/Services and Employee Benefits	(41,730)
147	100	3700	52	0000	Purchased/Contracted Services	(43,208)
148	100	3700	53	0000	Supplies	(9,706)
149	100	3700	55	0000	Interfund/Interdepartmental Charges	0
150	100	3910	51	0000	Personal/Services and Employee Benefits	(8,702)
151	100	3910	52	0000	Purchased/Contracted Services	3,079
152	100	3910	53	0000	Supplies	1,695
153	100	3910	55	0000	Interfund/Interdepartmental Charges	0
154	100	3920	51	0000	Personal/Services and Employee Benefits	(11,461)
155	100	3920	52	0000	Purchased/Contracted Services	(30,257)
156	100	3920	53	0000	Supplies	5,445
157	100	3920	55	0000	Interfund/Interdepartmental Charges	0
158	100	4000	51	0000	Personal/Services and Employee Benefits	522,365
159	100	4000	52	0000	Purchased/Contracted Services	138,896
160	100	4000	53	0000	Supplies	185,777
161	100	4000	54	0000	Capital Outlays	100,000
162	100	4000	55	0000	Interfund/Interdepartmental Charges	0
163	100	4275	51	0000	Personal/Services and Employee Benefits	368,248
164	100	4275	52	0000	Purchased/Contracted Services	752,247
165	100	4275	53	0000	Supplies	27,796
166	100	4275	55	0000	Interfund/Interdepartmental Charges	0
167	100	5100	55	0000	Interfund/Interdepartmental Charges	(107,097)
168	100	5400	55	0000	Interfund/Interdepartmental Charges	(28,900)
169	100	5500	55	0000	Interfund/Interdepartmental Charges	(3,280)
170	100	6100	51	0000	Personal/Services and Employee Benefits	311,450
171	100	6100	52	0000	Purchased/Contracted Services	233,402
172	100	6100	53	0000	Supplies	127,010
173	100	6100	55	0000	Interfund/Interdepartmental Charges	0
174	100	6170	51	0000	Personal/Services and Employee Benefits	0
175	100	6200	51	0000	Personal/Services and Employee Benefits	168,466
176	100	6200	52	0000	Purchased/Contracted Services	291,756
177	100	6200	53	0000	Supplies	24,110
178	100	6200	54	0000	Capital Outlays	16,200
179	100	7130	51	0000	Personal/Services and Employee Benefits	51,931
180	100	7130	52	0000	Purchased/Contracted Services	16,098
181	100	7130	53	0000	Supplies	8,480
182	100	7130	55	0000	Interfund/Interdepartmental Charges	0
183	100	7200	51	0000	Personal/Services and Employee Benefits	257,440
184	100	7200	52	0000	Purchased/Contracted Services	38,815
185	100	7200	53	0000	Supplies	13,453
186	100	7200	55	0000	Interfund/Interdepartmental Charges	0
187	100	7300	55	0000	Interfund/Interdepartmental Charges	5
188	100	7300	57	0000	Other Costs	96,000
189	100	7500	51	0000	Personal/Services and Employee Benefits	18,665
190	100	7500	54	0000	Capital Outlays	45,000
191	100	8000	58	0000	Debt Services	(2,751,585)
192	100	9001	61	0000	Other Financing Uses	(281,869)
193	101	9005	61	0001	Other Financing Uses	680,115



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 FOR THE TRANSFER OF \$62,252,626.00 FROM THE FUND BALANCES OF MULTIPLE FUNDS IN THE FY26 BUDGET TO ACCOUNT FOR OUTSTANDING PURCHASE ORDERS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 17, 2025, the Macon-Bibb County Commission did by Ordinance No. O-25-0022 adopt the FY 2026 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 as follows:

Section 1.

The Commission approves a supplemental appropriation for the transfer of sixty-two million, two hundred and fifty-two thousand, six hundred and twenty-six dollars and zero cents (\$62,252,626.00) from Fund Balances of multiple funds to multiple funds in the FY26 Budget to account for outstanding purchase orders in accordance with that Budget Amendment(s) attached hereto as Exhibit A 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, 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 FY 26 PO Rollover Supplemental 12-10-25.Docx

EXHIBIT A

Macon Bibb County
Purchase Order Rollovers FY25 to FY26

Encumbrances
Rollover

100 General Fund	3,717,639
202 Drug Abuse Treatment & Ed Fund	9,870
210 Confiscated Fund (Sheriff)	299,398
213 Commissary Fund	157,503
215 E - 911 Fund	28,832
230 American Rescue Plan Grant Fund	1,416,000
250 Sponsored Prog	1,795,518
251 ECD - CDBG Grant Fund	106,691
252 Grants Fund	16,901,211
277 DFACS MIL Fund	46,779
290 Emergency Mgt & Disaster Control	6,098
310 Capital Improvements Fund	10,780,294
323 SPLOST 2018 Fund	7,576,539
350 Blight Elimination Rev Loan Fund	7,969
362 2014 TAD-2 Second St Projects	28,614
364 2014 TAD-4 Bibb Mill Center	71,566
541 Solid Waste Management Fund City	39,319
550 Airport Fund	18,362,336
555 Coliseum & Auditorium Fund	523,016
558 Bowden Golf Course Fund	117,618
559 Tobesofkee Recreation Area Fund	209,219
606 Group Insurance Fund	50,597
	<u>62,252,626</u>



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 A SUPPLEMENTAL APPROPRIATION, IN THE AMOUNT OF \$82,934.00 FROM GENERAL FUND – FUND BALANCE TO THE GDOT – OCMULGEE HERITAGE TRAIL GRANT FUND LINE ITEM, TO PROVIDE FUNDING FOR ADDITIONAL ENGINEERING SERVICES FOR THE OCMULGEE HERITAGE TRAIL PROJECT; AUTHORIZING THE MAYOR TO EXECUTE A CHANGE ORDER WITH CRANSTON ENGINEERING GROUP, P.C., FOR ADDITIONAL ENGINEERING SERVICES, IN THE AMOUNT OF \$139,750.00; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County was awarded grant funds from GDOT in the amount of \$400,000.00, with a required \$100,000.00 local match, to fund the Ocmulgee Heritage Trail project, with such funds being accepted by the Commission on February 2, 2021, in Resolution R-21-0048; and

WHEREAS, on June 21, 2022 by Resolution R-22-0124, the Macon-Bibb County Commission (“Commission”) authorized a Master Services Agreement with Cranston Engineering Group, P.C. (“Cranston”), for engineering services for the Ocmulgee Heritage Trail project; and

WHEREAS, Work Order 1 under the Master Services Agreement included preliminary engineering services at a cost of \$443,184.00; and

WHEREAS, the scope of the intended project necessitated negotiations with Norfolk Southern Railroad, which took longer than anticipated, resulting in Cranston incurring additional project costs; and

WHEREAS, due to the delay from negotiations with Norfolk Southern Railroad and increased scope due to successful negotiations with that entity, the costs of completing Work Order 1 have increased by \$139,750.00, or 31% of the original cost of Task Order 1; and

WHEREAS, pursuant to Macon-Bibb County Code of Ordinances Section 19-5.8, a change order greater than 20% of the last approved contract price must be approved by the Macon-Bibb County Commission; and

WHEREAS, in light of the additional costs incurred by Cranston and work required to complete the project, the Commission finds that it is necessary to make a supplemental appropriation of \$82,934.00; and

WHEREAS, the Commission desires to support the ongoing development of the Ocmulgee Heritage Trail as an important economic and cultural resource, to attract tourism, recreation, and connect Downtown Macon to Amerson River Park; 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 a supplemental appropriation of \$82,934.00 from General Fund – Fund Balance to the GDOT – Ocmulgee Heritage Trail Grant fund account, for the purpose of providing funding for additional engineering services to be performed by Cranston Engineering Group, P.C., for the Ocmulgee Heritage Trail project as more readily shown in the attached Exhibit A.

Section 2.

The Macon-Bibb County Commission does hereby approve and authorize the Mayor to execute a Change Order with Cranston Engineering Group P.C., in the amount of ONE HUNDRED THIRTY-NINE THOUSAND, SEVEN HUNDRED FIFTY DOLLARS AND 00/100 CENTS (\$139,750.00) to provide for additional engineering services on the Ocmulgee Heritage Trail Project, with such Change Order to be in a substantially similar form to the attached Exhibit A, incorporated herein by reference, with associated costs to be paid from the GDOT – Ocmulgee Heritage Trail Grant funds.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

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

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

J:\ORD MACON-BIBB\2025 Miller Authorizing Cranston CO and Appropriation \$82,934.00 - 12-12-25.docx

EXHIBIT A



CRANSTON

CranstonEngineering.com

452 Ellis Street Augusta, Georgia 30901
PO Box 2546 Augusta, Georgia 30903
706.722.1588

October 14, 2025

Mayor Lester Miller
Macon – Bibb County
700 Poplar Street
Macon, GA 31201

Re: OHT – Amerson Connector
Task Order No. 1.3
Macon, Georgia
Cranston File No. 2021-0332
GDOT PI No. 0017879

Dear Mayor Miller:

In accordance with your request, we are pleased to offer the following proposal for the design and project administration services associated with Task Order No. 1.3 for the design and development of the Amerson Connector multi-use trail as part of the Ocmulgee Heritage Trail. This is in accordance with our Master Agreement for Professional Civil Engineering Services with Macon-Bibb County dated June 21, 2022. The following letter outlines Task Order No. 1.3 as we understand it, the scope of services offered, and the proposed fees. Task Order 1.3 is an extension of Task Order 1.2. This extension is needed due to the approximate two-year delay in the project due to Norfolk Southern coordination and project feasibility efforts.

BACKGROUND

This project consists of constructing a 10' wide multi-use trail approximately 2 miles long. The project alignment will consist of two segments running along the Ocmulgee River. One beginning at Amerson River Park connecting the "River Trail" to the "Pinch Point Trail" (being constructed as part of PI#311400). The second segment will pick up at the end of the "Pinch Point Trail" and continue to tie into the section of the Ocmulgee Heritage Trail by I-16 (being constructed as part of PI#0012701). This will complete the 13-mile trail connecting Ocmulgee National Historic Park and Amerson River Park. The trail will run along the Ocmulgee River in Macon-Bibb County and will include the following elements: sidewalk/trail, boardwalk, pedestrian bridges, and grading.

It is our understanding that the project will utilize Federal Transportation Alternatives Program (TAP) funds, which were allocated to Macon-Bibb County for the project. The government sponsor overseeing the distribution of the funds is the Georgia Department of Transportation (GDOT). GDOT's Plan Development Process (PDP) will be followed. Two of the first steps in utilizing this type of funding are the completion of the Concept Report and Environmental Clearance documentation.

DESIGN TEAM

Cranston will act as the prime consultant for the project. Our team will provide all necessary civil engineering, structural engineering, landscape architecture, and project administration services. We will contract with Wellston & Associates (now SAM) to provide surveying services. Environmental services will be provided by Edwards-Pitman. Phase 1 ESA and Geotechnical engineering services will be completed by Terracon.

SCOPE OF WORK

We propose to provide the necessary design and project management services associated with Task Order No. 1.3 for the multiuse trail extension. Our Environmental subconsultant has proposed their services on a time and material, (T&M), basis. We do not expect to exceed the T&M Estimates provided in the Fee Proposal section and will invoice monthly for work performed. Task Order 1.3 is an extension of Task Order 1.2. The scope is broken down by phase and summarized as follows:

1. ENVIRONMENTAL EARLY COORDINATION & RESOURCE IDENTIFICATION (RID) [T&M]

- a. Cultural Resources (CR_106) Early Coordination Letter (ECL)
 - i. Discipline Management
 - ii. Team Meetings
 - iii. History Field Survey Report
 - iv. Phase I Archaeological Report (as required)
- b. Ecology
 - i. Discipline Management – Coordination
 - ii. File Review & Deliverables Schedule Development/Coordination w/ GDOT Ecologist
 - iii. Prepare for and attend project meetings and prepare, review and comment on minutes
 - iv. Desktop Review & Early Coordination
 - v. ARDVRq Package
 - vi. State Waters Determination Package
 - vii. Resource Survey Report
 - viii. US Army Corps of Engineers (USACOE) Jurisdictional Determination (JD)
 - ix. Avoidance & Minimization Measures Meeting (A3M)
 - x. Protected Species Report - Short Form (As-Required)
 - xi. Protected Species Report – Aquatic (As-Required)
- c. National Environmental Protection Act (NEPA) ECL
 - i. Perform Environmental Management and Coordination
 - ii. Update T-PRO and P-6
 - iii. Attend Project Team Meetings
 - iv. Conduct Early Coordination
 - v. Contribute to Concept Report
 - vi. Prepare EJ Tech Memo
 - vii. Prepare Need, Purpose, and Logical Termini (NELT) Report
 - viii. Contribute to Need and Purpose
 - ix. Perform All Functions of A3M

2. ENVIRONMENTAL FIELDWORK [T&M]

- a. Ecology Field Survey
- b. ARDVRq Field Visit
- c. State Waters Determination Field Visit
- d. History Field Survey
- e. Phase I Archaeological Survey (as required)
- f. Protected Species Survey - Terrestrial (as required)
- g. Protected Species Survey - Aquatic (as required)

3. PHASE 1 ENVIRONMENTAL SITE ASSESSMENT FOR UNDERGROUND STORAGE TANKS OR HAZARDOUS MATERIALS

- a. Base Phase 1 ESA Services
- b. REC Definition
- c. Physical Setting
- d. Historical Use Information
- e. Regulatory Records Review
- f. Site and Adjoining/Surrounding Property Reconnaissance
- g. Report Preparation

4. LAND SURVEY FIELDWORK

- a. Boundary Survey
- b. Topographic Survey
- c. Utility Survey
- d. Engineer Map Check

5. LAND SURVEY DATABASE

- a. Field Data Deliverable
- b. Database Creation
- c. Engineer Review and Approval

6. CONCEPT REPORT (CR)

- a. Community Review
- b. Concept Team Meeting (CTM)
- c. GDOT Office of Design Policy & Support (ODPS) review cycle

7. PROJECT MANAGEMENT

- a. Coordinate with MBC, Subconsultants, Atlas and GDOT on all aspects of project associated with this task order
- b. Conduct status meetings (expected monthly)
- c. Provide record keeping and reporting

8. RAILROAD COORDINATION AND FEES

- a. Coordinate with RailPro access, permitting, and insurance needs for the subconsultants survey activities

9. SITE VISITS AND REIMBURSABLES

- a. Monthly site visits anticipated and reimbursable expenses

FEE PROPOSAL

We propose to accomplish Task Order No. 1.3 in accordance with the following fee schedule. Reimbursable items will be provided on a time and material basis according to our Schedule of Rates and Charges in effect at the time the work is performed. Our current Schedule of Rates and Charges will be provided as requested. Our fees can be further broken down by project phases as follows:

PHASE		FEE	
Task Order No. 1.3			
1.	Environmental Early Coordination	T&M Estimate	\$ **
1a.	Environmental Early Coordination (as required)	T&M Estimate	\$ **
2.	Environmental Field Work (additional)	T&M Estimate	\$ 22,325
2a.	Environmental Field Work – Archeology (as required)	T&M Estimate	\$ **
2b.	Environmental Field Work – Rare Plants (as required)	T&M Estimate	\$ 17,250
3.	Phase 1 Environmental Site Assessment	Lump Sum	\$ **
4.	Land Survey Field Work (additional)	Lump Sum	\$ 9,500
5.	Land Survey Database	Lump Sum	\$ **
6.	Concept Report (additional)	Lump Sum	\$ 25,125
7.	Project Management (additional)	Lump Sum	\$ 18,450
8.	Railroad Coordination and Fees	T&M Estimate	\$ 21,450
9.	Site Visits and Reimbursables	T&M Estimate	\$ 25,650
Task Order No. 1.3 Total		\$	139,750

** These items previously included in Task 1.2

We would expect to submit periodic invoices covering the work as it progresses and to receive payment within 30 days thereafter.

TIME OF COMPLETION

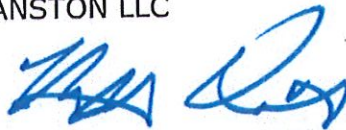
We are prepared to begin work immediately and will start upon your direction. Based on the schedule coordinated between Macon-Bibb County and GDOT, the work associated with Task Order No. 1.2 and 1.3 outlined in the scope section above is scheduled to be completed by the Summer of 2026. Should the schedule change, we can adjust to adhere to the updated GDOT PDP.

Mayor Lester Miller
October 14, 2025
Page 5 of 5

We appreciate the opportunity of making this proposal and trust that you find it satisfactory. Your signature in the space provided on a copy of this letter returned to us will be our authority to proceed. Should you have any questions concerning the scope of the services offered or the fees, please do not hesitate to give us a call.

Sincerely,

CRANSTON LLC



Matthew Quirey, PLA, ASLA



Mitchell Murchison, PE, MBA

ACCEPTED:

Macon – Bibb County

BY: _____

TITLE: _____

DATE: _____

Enclosures:



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 STAFFORD BUILDERS & CONSULTANTS, INC., FOR THE RENOVATION OF THOMAS JACKSON JUVENILE JUSTICE CENTER COURTROOM #3, IN THE AMOUNT OF \$202,075.00, TO BE PAID FROM THE SPLOST 2018 FUND – JUDICIAL - JUVENILE JUSTICE – PROPERTY LINE ITEM AND THE SPLOST 2018 FUND – JUDICIAL - COURTHOUSE – PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County desires to update Courtroom #3 of the Thomas Jackson Juvenile Justice Center, which is currently existing unfinished space within the Juvenile Justice Center; and

WHEREAS, WHEREAS, accordingly, on October 27, 2025, the County issued Invitation for Bids (“IFB”) #26-024-LH soliciting bids for the published scope of work for the courtroom renovation project;

WHEREAS, IFB # 26-024-LH was published on the Macon-Bibb County Procurement page, and posted to the Georgia Procurement Registry, where nine hundred four (904) vendors were notified of the opportunity to submit bids; and

WHEREAS, of the prospective vendors notified of the IFB, sixty-three (63) self-identified as African American owned, one (1) self-identified as Asian American owned, thirteen (13) self-identified as Native American owned, twelve (12) self-identified as Hispanic/Latino owned, and one (1) self-identified Pacific Islander/American owned; and

WHEREAS, on the published due date of December 4, 2025, six (6) bids were received in Procurement, tabulated for responsiveness, and provided to a panel for review of and scoring of the proposals; and

WHEREAS, after review of the bids, Stafford Builders & Consultants, Inc., whose total bid was the lowest responsive and responsible submission is recommended for award of a contract for the required renovation; and

WHEREAS, Procurement concurs with the recommendation of award of a contract to Stafford Builders & Consultants, Inc.; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Mayor to execute an agreement with Stafford Builders & Consultants, Inc., for the renovation of Thomas Jackson Juvenile Justice Center Courtroom #3, in the amount of \$202,075.00; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with Stafford Builders & Consultants, Inc., for the renovation of Thomas Jackson Juvenile Justice Center Courtroom #3, in the amount of \$202,075.00, to be paid from the SPLOST 2018 Fund – Judicial - Juvenile Justice – Property line item and the SPLOST 2018 Fund – Judicial - Courthouse – Property line item, in a form to be approved by the County Attorney’s Office.

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

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

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

*Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Stafford Builders for Reno of Juvenile Justice
Courtroom 3 \$202,075.00 12-11-25.docx*



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION MANAGER-AT-RISK AGREEMENT WITH WARREN ASSOCIATES, INC. FOR THE RENOVATION OF THE BIBB COUNTY COURTHOUSE, SUBJECT TO FURTHER APPROVAL UPON FINALIZATION OF COST OF CONSTRUCTION, FOR A PRE-CONSTRUCTION COST OF \$7,500.00 AND CONSTRUCTION MANAGEMENT FEE OF 2.45% OF THE COST OF CONSTRUCTION, TO BE PAID FROM THE SPLOST 2018 FUND – JUDICIAL – COURTHOUSE – PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County has been planning for the renovation of the Bibb County Courthouse since the inception of the 2018 SPLOST; and

WHEREAS, the Macon-Bibb County Commission desires to hire a construction firm to plan for, provide a finalized cost for, and ultimately perform the renovation of the Bibb County Courthouse; and

WHEREAS, accordingly, on October 16, 2025, the County issued Request for Proposals (“RFP”) #26-021-LH soliciting proposals from qualified firms to provide Construction Manager-at-Risk services for the courthouse project;

WHEREAS, RFP #26-021-LH was published on the Macon-Bibb County Procurement page, and posted to the Georgia Procurement Registry, where nine thousand seven hundred thirty-six (9736) vendors were notified of the opportunity to submit proposals; and

WHEREAS, of the prospective vendors notified of the RFP, five hundred thirty (530) self-identified as African American owned, one hundred fifteen (115) self-identified as Asian American owned, sixty-five (65) self-identified as Native American-owned, sixty (60) self-identified as Hispanic/Latino owned, and five (5) self-identified Pacific Islander/American owned; and

WHEREAS, on the published due date of November 20, 2025, six (6) were received in Procurement, tabulated for responsiveness, and provided to a panel for review of and scoring of the proposals; and

WHEREAS, after review, the panel has selected Warren Associates, Inc. to perform the Construction Manager-at-Risk services for the Bibb County Courthouse renovation; and

WHEREAS, Procurement concurs with the recommendation of award; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Mayor to execute an agreement with Warren Associates, Inc. (“Warren”) for Construction Manager-at-Risk (“CMAR”) services, subject to further approval upon the finalization of the cost of construction, as provided herein; and

WHEREAS, such CMAR agreement calls for the establishment of a Guaranteed Maximum Price (“GMP”) by Warren at a later date; and

WHEREAS, the GMP serves as a ceiling on the cost of construction to be paid by the County on this project; if the actual construction cost exceeds the GMP, Warren will be responsible for paying the additional cost; and

WHEREAS, the Macon-Bibb County Commission desires to authorize Warren to provide pre-construction services in accordance with the CMAR agreement, through the establishment of the GMP, at a cost of up to \$7,500.00; and

WHEREAS, once the GMP has been set, the Macon-Bibb County Commission may by further resolution authorize a change order to the CMAR Agreement, thereby approving the GMP and the completion of the courthouse renovation project by Warren; 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 Warren Associates, Inc. for Construction Manager-at Risk services for the Bibb County Courthouse renovation, subject to additional Commission approval upon the establishment of the GMP, as provided for therein.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby authorizes the payment of up to \$7,500.00 for preconstruction services, and the payment of 2.45% of the cost

of construction of the renovation to Warren, once that has been finalized by further resolution of this Commission, all to be paid from the SPLOST 2018 Fund – Judicial – Courthouse – Property line, as provided for in the CMAR agreement.

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 Warren Associates Inc. for Pre-Construction
Services for Courthouse - \$7,500 12-8-25.docx*



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BTBB, INC. FOR THE PROVISION OF ARCHITECTURAL SERVICES FOR THE RENOVATION OF THE BIBB COUNTY COURTHOUSE, IN THE AMOUNT OF 6% OF THE COST OF CONSTRUCTION, TO BE DETERMINED AT A LATER DATE, PLUS \$12,000.00 FOR DIGITAL MAPPING SERVICES, TO BE PAID FROM THE SPLOST 2018 FUND – JUDICIAL – COURTHOUSE – PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County has been planning for the renovation of the Bibb County Courthouse since the inception of the 2018 SPLOST; and

WHEREAS, the County has selected BTBB, Inc. to perform the architectural services for the aforementioned project; and

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

WHEREAS, the Macon-Bibb County Commission desires to approve the hiring of BTBB, Inc., to perform the aforementioned services, for a total cost of 6% of the cost of construction of the renovation plus \$12,000.00 for digital mapping services, as provided in quote attached as Exhibit A and incorporated herein by reference; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute a professional services agreement with BTBB, Inc., to provide architectural services for the

renovation of the Bibb County Courthouse, in the amount of 6% of the cost of construction of the renovation, which number shall be determine at a later date, plus \$12,000 for the provision of digital mapping services, to be paid from the SPLOST 2018 Fund – Judicial – Courthouse - Property line item, in a form to be approved by the County Attorney’s Office.

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

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

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

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

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

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

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with BTBB Inc for Architectural Services for Courthouse Reno - 6% of Construction Cost.docx

EXHIBIT A

**BCCH MASTER PLAN
COURTHOUSE RENOVATIONS
BTBB #2025-09**

November 20, 2025

SCOPE OF SERVICES

Implement 3-Phases of Master Plan Feasibility Study recommendations outlined in BTBB Report, dated July 14, 2025, and subsequent Master Plan Phasing, dated July 21, 2025.

Phase 1 renovations are those items that can be implemented relatively quickly and without significant renovation.

Phase 2 renovations are those involving a building addition and/or require significant modifications to interior spaces.

Phase 3 renovations are those improvements/modifications that cannot be commenced until work in Phase 2 is complete.

There is also a final consideration of other interior renovations not specifically related to security but that will update the building in terms of efficiency and/or appearance. Those renovations include such work as:

- replacing floorcovering
- painting walls
- replacing ceilings
- replacing lighting fixtures
- updating restrooms

These renovations could conceivably be done in-part within each of the three Phases.

CONSTRUCTION DELIVERY METHOD: Construction Manager-at-Risk

PROJECT BUDGET: \$10M

CONSULTANTS

PiTech, Inc.....	Structural Engineer
Total Engineers.....	Mechanical/Plumbing/ Fire Protection Engineer
Electrical Design Consultants.....	Electrical Engineer

SERVICES NOT INCLUDED

Environmental testing / specifications for abatement

FEES:

Digital Mapping of Existing BuildingLump Sum - \$12,000
Design and Contract Documents.....6% x construction cost

ADDITIONAL SERVICES:

Additional Services of the Architect, if required and approved by the Owner, shall be invoiced at the following hourly rates:

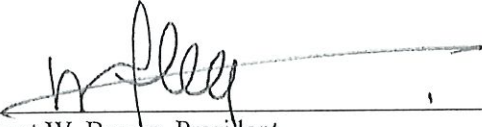
Principal / Architect	\$180.00 per hour
Staff Architect	\$130.00 per hour
Draftsman	\$ 95.00 per hour
Clerical	\$ 70.00 per hour

Hourly rates for multi-year contracts shall increase at a rate of 5% annually, commencing on the first of each successive year.

Additional Services of the Architect's Consultant(s), if required, shall be invoiced at 1.5 x actual Consultant's costs billed to the Architect.

Reimbursables: 1.5 x actual out-of-pocket expenses for long distance telephone calls, mileage, CD's, reproductions, professional renderings, mailing and shipping, professional cost estimates, and fees paid for securing approval of authorities having jurisdiction over the project.

Architectural Services as outlined above will be billed on a monthly basis; payments are due and payable fifteen (15) days from the date of the Architect's invoice.



Robert W. Brown, President
BTBB inc.

Date 11/20/2025

Clay Murphey, SPLOST Coordinator
Macon-Bibb County, Georgia

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 APPROVE A CHANGE ORDER, IN THE AMOUNT OF \$16,000.00, TO THE PURCHASE ORDER FOR SMITH LAW AND CONSULTING GROUP, TO PROVIDE CONTRACT ATTORNEY CONSULTING SERVICES FOR THE NEXT THREE MONTHS, TO BE PAID FROM THE GENERAL FUND – DISTRICT ATTORNEY – CONTRACT LABOR - CONTRACTUAL SERVICES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Smith Law and Consulting Group (“Making A Difference”) is a contracted service provider for the District Attorney’s Office, providing contract attorney consulting services; and

WHEREAS, the District Attorney intends to continue to utilize the services of Smith Law and Consulting Group; and

WHEREAS, the District Attorney’s Office has submitted a change order request to the purchase order for Smith Law and Consulting Group, in the amount of \$16,000.00, in order to pay for such services for an additional 3 months; and

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

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

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

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

hereby approves a change order, in the amount of \$16,000.00, to the purchase order for Smith Law and Consulting Group (P.O. #2026-0335) for contract attorney consulting services to the District Attorney's Office, to be paid from General Fund – District Attorney – Contract Labor -Contractual Services line item.

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

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

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

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

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

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

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

Q:\RES MACON-BIBB\2025 Miller Approving Change Order to Smith Law PO for DA's Office 12-10-25.docx



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH Payscale, INC., IN THE AMOUNT OF \$56,499.00, FOR THE PROVISION OF HUMAN RESOURCES CONSULTING SERVICES, PAYABLE FROM THE GENERAL FUND – HUMAN RESOURCES – REPAIRS & MAINT – SOFTWARE LICENSE & MAINT LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, in order to continue competitively recruiting, retaining, and motivating personnel, the Human Resources Department has identified a firm to provide the County with an human resources consulting and job description management services; and

WHEREAS, Payscale, Inc. will perform such services at a cost of \$56,499.00, which includes access to their databases, job description management services, and training and implementation services; and

WHEREAS, Procurement concurs with this award recommendation; and

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

WHEREAS, the Macon-Bibb County Commission desires to approve the hiring of Payscale, Inc. to perform the aforementioned services at the aforementioned cost; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to execute an agreement with Payscale, Inc., in the amount of \$56,499.00, for the provision of human resources

consulting and job description management services, to be paid from the General Fund – Human Resources – Repairs & Maint – Software License & Maint line item.

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

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

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

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

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

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

[Signatures on the following page.]

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement With Payscale, Inc. For Human Resources Consulting Services \$56,499 12-10-25.Docx



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION MANAGER-AT-RISK AGREEMENT WITH WARREN ASSOCIATES, INC. FOR THE EXPANSION AND UPGRADE OF THE LAW ENFORCEMENT CENTER, SUBJECT TO FURTHER APPROVAL UPON FINALIZATION OF COST OF CONSTRUCTION, FOR A PRE-CONSTRUCTION COST OF \$17,500.00 AND CONSTRUCTION MANAGEMENT FEE OF 1.74% OF THE COST OF CONSTRUCTION, TO BE PAID FROM SPLOST 2025 FUND – PUBLIC SAFETY – SHERIFF BUILDINGS LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County has been planning for the expansion of upgrade of the Macon-Bibb County Law Enforcement Center (“LEC”); and

WHEREAS, the Macon-Bibb County Commission desires to hire a construction firm to plan for, provide a finalized cost for, and ultimately perform the expansion and upgrade of the LEC; and

WHEREAS, accordingly, on October 23, 2025, the County issued Request for Proposals (“RFP”) #26-023-LH soliciting proposals from qualified firms to provided Construction Manager-at-Risk services for the LEC project;

WHEREAS, RFP #26-023-LH was published on the Macon-Bibb County Procurement page, and posted to the Georgia Procurement Registry, one thousand eight hundred twelve (1812) vendors were notified of the opportunity to submit proposals; and

WHEREAS, of the prospective vendors notified of the RFP, sixty-nine (69) self-identified as African American owned, six (6) self-identified as Asian American owned, fourteen (14) self-identified as Native American-owned, and five (5) self-identified as Hispanic/Latino owned; and

WHEREAS, on the published due date of December 4, 2025, six (6) were received in Procurement, tabulated for responsiveness, and provided to a panel for review of and scoring of the proposals; and

WHEREAS, after review, the panel has selected Warren Associates, Inc. to perform the Construction Manager-at-Risk services for the LEC expansion and upgrade; and

WHEREAS, Procurement concurs with the recommendation of award; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Mayor to execute an agreement with Warren Associates, Inc. (“Warren”) for Construction Manager-at-Risk (“CMAR”) services, subject to further approval upon the finalization of the cost of construction, as provided herein; and

WHEREAS, such CMAR agreement calls for the establishment of a Guaranteed Maximum Price (“GMP”) by Warren at a later date; and

WHEREAS, the GMP serves as a ceiling on the cost of construction to be paid by the County on this project; if the actual construction cost exceeds the GMP, Warren will be responsible for paying the additional cost; and

WHEREAS, the Macon-Bibb County Commission desires to authorize Warren to provide pre-construction services in accordance with the CMAR agreement, through the establishment of the GMP, at a cost of up to \$17,500.00; and

WHEREAS, once the GMP has been set, the Macon-Bibb County Commission may by further resolution authorize a change order to the CMAR Agreement, thereby approving the GMP and the completion of the LEC expansion and upgrade project by Warren; 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 Warren Associates, Inc. for Construction Manager-at Risk services for the Law Enforcement Center expansion and upgrade, subject to additional Commission approval upon the establishment of the GMP, as provided for therein.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby authorizes the payment of up to \$17,500.00 for preconstruction services, to be paid from the SPLOST 2025 Fund – Public Safety – Sheriff Buildings line item, and the payment of 1.74% of the cost of construction of the renovation to Warren, once that has been finalized by further resolution of this Commission, as provided for in the CMAR agreement.

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

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

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

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

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

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

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

*Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Warren Associates Inc. for Pre-Construction
Services for LEC Expansion and Reno - \$17,500.00 12-10-25.docx*

Routing/File Form

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

PURPOSE: A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFORD BUILDERS & CONSULTANTS, INC., FOR INSTALLATIONS AND REPAIRS TO SOFTBALL FIELD NUMBER SEVEN IN CAROLYN CRAYTON PARK, IN THE AMOUNT OF \$665,668.00, TO BE PAID FROM THE SPLOST 2018 FUND – RECREATION – CCP – PROPERTY LINE ITEM; 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>Reviewed By:</u>	<u>Ordinance/Resolution</u>		<u>Contracts/Other</u>	
	<u>Initials</u>	<u>Month/Day/Year</u>	<u>Initials</u>	<u>Month/Day/Year</u>
Assistant County Att. I,II,III	<u>JSK</u>	<u>12 / 15 / 25</u>	_____	____ / ____ / ____
Sr./ Ch./Cnty. Attorney	_____	____ / ____ / ____	_____	____ / ____ / ____
Grant Administrator	_____	____ / ____ / ____	_____	____ / ____ / ____
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 |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFORD BUILDERS & CONSULTANTS, INC., FOR INSTALLATIONS AND REPAIRS TO SOFTBALL FIELD NUMBER SEVEN IN CAROLYN CRAYTON PARK, IN THE AMOUNT OF \$665,668.00, TO BE PAID FROM THE SPLOST 2018 FUND – RECREATION – CCP – PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Softball Field Seven in Carolyn Crayton Park is in need of renovations, including installation of new grass turf fields, improvements to the drainage of the fields, fencing, dugouts, bleachers, irrigation systems, and pedestrian circulation enhancements; and

WHEREAS, in order to select a contractor for these improvements, Request for Proposal (RFP) No. 26-022-LH was published on October 20, 2025, advertised on the Macon-Bibb County Procurement page, and posted to the Georgia Procurement Registry; and

WHEREAS, four thousand four hundred sixty-six (4466) vendors were notified of the RFP, of whom nine (9) were African American, one hundred ninety-two (192) were Asian American, twenty-one (21) were Native American, three (3) were Hispanic/Latino, and twenty-one (21) were Pacific Islander American; and

WHEREAS, on the published due date of November 20, 2025, four (4) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirement review; and

WHEREAS, after review of the RFPs, Stafford Builders & Consultants, Inc. is recommended for award of a contract for the required improvements; and

WHEREAS, Procurement concurs with the recommendation of award of a contract to Stafford Builders & Consultants, Inc.; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Mayor to execute an agreement with Stafford Builders & Consultants, Inc., for installations and repairs to Softball Field Number Seven in Carolyn Crayton Park, in the amount of \$665,668.00, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with Stafford Builders & Consultants, Inc., for improvements to Softball Field Seven at Carolyn Crayton Park, in the amount of \$665,668.00, to be paid from the SPLOST 2018 Fund – Recreation – Central City Park – Property line item, for the scope of work included in Exhibit A, Invitation for Bid and Bidder's Response thereto, of the agreement 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 Authorizing Agreement with Stafford Builders for Softball Field #7 at Carolyn Crayton Improvements \$665,668.00 - 12-09-25.docx

EXHIBIT A

**CAROLYN CRAYTON PARK SOFTBALL FIELD SEVEN
INSTALLATION AND REPAIRS AGREEMENT BETWEEN
MACON-BIBB COUNTY AND
STAFFORD BUILDERS & CONSULTANTS, INC.**

This Carolyn Crayton Park Softball Field Seven Installation and Repairs Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, a political subdivision of the State of Georgia ("County"), and Stafford Builders & Consultants, Inc. ("Contractor"), a Georgia corporation with a principal office address at 2960 Napier Ave., Macon, Georgia 31204, each individually a "Party" and collectively the "Parties."

NOW THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, the Parties agree as follows:

1. Term and Compensation

1.1 Term

This Agreement shall be effective as of the date it is fully executed by the Parties. Contractor shall commence performance of services within ten (10) days from receipt of Notice to Proceed. All work, including clean up, demobilization, and restoration of the area to its final state, shall be completed within one hundred fifty (150) days from the issuance of Notice to Proceed, but may be extended in writing upon mutual consent of the Parties.

1.2 Compensation

County shall pay to Contractor a total amount of SIX HUNDRED SIXTY-FIVE THOUSAND SIX HUNDRED SIXTY-EIGHT DOLLARS AND 00/100 CENTS (\$665,668.00) for the services to be performed pursuant to this Agreement. Payment of all amounts due are to be made upon presentation of an invoice to the County and will be considered past due thirty (30) days from County's receipt of invoice.

A five percent (5%) retainage will be withheld from each payment until substantial completion of the project, consistent with O.C.G.A. §13-10-80. The County will only pay for items used and actual work performed. Change orders will be issued for any variance from this Agreement. Any unauthorized work or material change will not be compensated unless a change order or amendment has been approved in writing by the County.

County shall not pay any interest, penalties, or other amount claimed beyond the amount authorized by the County Commission or agreed to in writing by the County, consistent with Chapter 19 of the Macon-Bibb County Code of Ordinances. County is tax exempt and cannot agree to pay State or Federal taxes.

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

2. Services and Obligations of Independent Contractor

2.1 Scope of Services

Contractor shall commence, diligently pursue, and complete the installation and repairs to Softball Field Seven at Carolyn Crayton Park as set forth in this Agreement and as specifically provided in Exhibit A – Invitation for Bids for Carolyn Crayton Park Softball Field #7 Installation and Repairs (26-022-LH) and Contractor's Response Thereto (the "Services"), in accordance with the specifications provided in Exhibit A, and with all federal, state, and local laws, regulations, and standard codes, including but not limited to International Building Code, State and Local Building Code, Georgia Department of Transportation requirements, and Occupational Safety and Health Administration requirements. Contractor shall maintain current licenses and permits as required for Services provided to the County. Any changes to the scope of services shall be made in writing in the form of Change Orders and must be mutually agreed upon by the Parties. Contractor is not obligated to perform any services beyond what is contemplated in this Agreement.

2.2 Schedule

Contractor shall commence work as soon as practicable upon receipt of the Notice to Proceed. Time is of the essence; therefore, Contractor shall execute all work diligently, completing all work within the timeframe established between County and Contractor, with all work to be completed as provided in Section 1.1 of this Agreement unless such time is extended in writing by mutual consent of the Parties. This Schedule includes all clean up, demobilization, and other work necessary to return the project area to its final state.

The County may charge Contractor SEVENTY-FIVE DOLLARS AND 00/100 CENTS (\$75.00) per day as liquidated damages for each day that the project is delayed beyond the date work is to be completed pursuant to this Agreement.

2.3. Method of Performing Services

(a) General

All work to be performed under this Agreement shall comply with all applicable codes, ordinances, and regulations. Contractor shall obtain all permits and licenses and pay all fees as required. Contractor shall also arrange for all required and necessary inspections required by authorities having jurisdiction over the project and submit certificates of approval to the County.

(b) Layout of Work

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

(c) Work Area

- (i) Contractor shall confine operations to as small an area as possible, using only the areas designated for on-site storage.
- (ii) 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. 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 the County.
- (iii) In case of failure on part of 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.
- (iv) 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.

(d) Traffic Control

If required by the project, the Contractor shall maintain traffic by utilizing adequate construction signs and flagmen. The Contractor shall furnish, install, maintain, and upon completion of work remove all traffic control devices necessary to properly protect and divert traffic during the term of this Agreement. The Contractor shall pay all costs associated with traffic control necessary for the performance of this Agreement and shall assume responsibility for damages resulting from failure to properly protect and divert traffic.

(e) Vandalism

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

(f) Material Disposal

Contractor shall not allow trash, or excess material to accumulate and shall be responsible for removing same from the premises. Such items shall be disposed of off premises. All costs of removing trash shall be the responsibility of Contractor. Contractor shall be responsible for the place and method of proper disposal.

(g) Inspection

- (i) Inspectors may be appointed by the County to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation and manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of the specification, nor will they be authorized to approve or accept any portion of

the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the inspector.

(ii) It is mutually agreed between the Parties to this Agreement to prevent all disputes and misunderstandings between them in relation to the Scope of Services, as such is defined in Sec. 2.1 of this Agreement. In the event of a dispute, the County shall serve as the initial decision maker with regards to all matters related to design, specifications, and project terms of this Agreement. Contractor shall proceed in accordance with the County's decisions, subject to Contractor's right to seek additional compensation and time as a result of such decision. County does not agree to waive any rights to trial by jury.

(iii) County and its designated inspectors shall have free access to all parts of the work site and to all material intended for use in the project. Work will be inspected as it progresses, but failure to reject or condemn defective work at the time it is performed will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform this Agreement according to its terms.

2.4 Resources

All equipment, personnel, and materials required for the proper performance of services shall be furnished by and shall remain under the control of Contractor. Contractor shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high-quality working and performing order.

2.5 Warranty

Contractor shall guarantee all labor and workmanship for all Services provided for a minimum of one (1) year from the date of completion.

3. Non-Employment Relationship between County and Contractor

3.1 Independent Contractor Relationship

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.

4. Contractor Representations and Warranties

4.1 Authority

Contractor has all the necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Contractor, enforceable against it in accordance with its terms. No action, suit or proceeding in which Contractor is a party that may restrain or question this Agreement or the provision of services by Contractor is pending or threatened. Agreement does not violate the terms of any agreement between Contractor and any third party.

4.2 Professional Standards

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

4.3 Conformity

The development, creation, delivery, provision, implementation, maintenance, and support of all services shall conform in all material respects to the description of services in this Agreement, including all Exhibits attached hereto.

4.4 Representations and Warranties

Contractor will make no representations, warranties, or commitments binding the County without the County's prior written consent.

4.5 Compliance with Laws

Contractor will perform all services in compliance with all applicable local, state, and Federal laws. 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.

5. Personnel, Subcontracting, and Conflicts

5.1 Personnel

Contractor shall be responsible, at its own cost, for all recruiting, hiring, training, educating, and orienting of all Contractor's personnel, all of whom shall be fully qualified and shall be authorized under applicable law to perform the services.

5.2 Subcontracting and Assignments

Should Contractor elect to subcontract any services under this Agreement, 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.

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

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

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

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

5.3 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 the Agreement. County shall make a written determination as to whether a conflict of interest exists and the actions to be taken to resolve the conflict of interest. Failure to properly

disclose any conflicts of interest shall result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation for services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

6. Company Prohibitions to Create a Safe Work Environment

6.1 Drug Free Workplace

Contractor, employees and 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.

6.2 Discrimination and ADA Compliance

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

6.3 Equal Employment Opportunity

During the performance of this Agreement, Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used herein, the words "shall not discriminate" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

6.4 Prohibition Against Employing Illegal Immigrants

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

7. Termination

7.1 Termination

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

7.2 Fiscal Non-Appropriation Clause

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

8. 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
700 Poplar Street
Macon, GA 31202-0247

For Contractor:

Stafford Builders & Consultants, Inc.
Attn: WyKesia Stafford
2960 Napier Ave.
Macon, Georgia 31204
kesia@staffordbci.com

With Copy To:
Macon-Bibb County Attorney's Office
700 Poplar Street
Macon, Georgia 31202

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.

9. 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 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 all applicable law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

10. Insurance Requirements

10.1 General Terms

Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed in the "Request for Proposals" document included in Exhibit A 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.

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.

Contractor agrees to purchase and have the authorized agent state on the insurance certificate that Contractor has purchased the following types of insurance coverages, consistent with the policies and requirements of O.C.G.A. §50-21-37.

10.2 Evidence of Insurance

Contractor shall provide County with certificates of insurance evidencing the insurance required above, and satisfactory to the County, prior to commencing work under this Agreement. 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 "B+" 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.

10.3 County's Obligation

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.

11. Force Majeure

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

12. Arbitration and Jury Trial

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 Superior Court or the Federal District Court in 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.

13. 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.

14. Publicity

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

15. Work Product, Intellectual Property, and Information

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.

16. 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.

17. General Terms

17.1 Waiver

Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment, or waiver of this Agreement will be binding on County unless executed in writing by the County.

17.2 Severability

If 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.

17.3 Titles, Captions and Headings

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

17.4 No Drafting Presumption

No presumption of any applicable law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

17.5 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.

17.6 Previous Agreements

Any services authorized by County under previous "quote(s)" for services, and any related contract documents, shall be governed by and subject to this Agreement.

17.7 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 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.

17.8 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 the County and of no force or effect.

17.9 Electronic Representation and Records

The Parties 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.

17.10 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.

17.11 Precedence of Documents

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

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

MACON-BIBB COUNTY:

By: _____
Lester M. Miller, Mayor

Date

Attested: _____
Janice S. Ross, Clerk of Commission

Date

STAFFORD BUILDERS & CONSULTANTS, INC.:

By: _____

(Printed Name & Title)

Date

Attested: _____

(Printed Name & Title)

Date

Q:\CONTRACTS\26-022-LH- *Stafford Builders & Carolyn Crayton Park Softball Field #7 Improvements - 665,668.00.Docx*

EXHIBIT A

Bid Price Form

For

**Carolyn Crayton Park (formerly known as Central City Park)
Softball Field # 7 for Installation and Repairs**

Total Bid Price: \$ 665,668.00

Delivery Timeframe 210 days/7mons

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

Printed Name: WyKesia Stafford
Signature: WyKesia Stafford
Date: November 20, 2025



Macon-Bibb County Government
Procurement Department
City Hall
700 Poplar Street, Suite 308
Macon, Georgia 31201
(478) 803-0550

Laura Hardwick
Director of Procurement

November 4, 2025

ADDENDUM # 1

To: ALL PROSPECTIVE FIRMS

**Re: INVITATION FOR BIDS: 26-022-LH, Carolyn Crayton Park (Formerly known as Central City Park)
Softball Field #7 for Installation and Repairs.**

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

1. In the page C-2 under key notes for site demolition 4 it states "Sawcut, remove and dispose of existing paving in areas indicated for new work." The drawing does not show the locations of these items. Kindly clarify.

Answer: Existing paving is not anticipated in the work area.

2. On page C-16 the post and chain barrier detail is shown, we do not see in any location in the drawings, kindly clarify location and the length of the chain barrier and details on the post.

Answer: The chain barrier is not included in this project. Disregard details.

3. On page C-15 precast concrete manhole and catch basin details provided, we don't see in any location in the drawings, kindly clarify the location.

Answer: Grate Inlet A and Grate Inlet B are on the west and east side of Field 7. Location, Rim and Inverts for each catch basin are shown on C-5

4. Please let us know the exact location/address of field 7.

Answer: The address of the park is 150 Willie Smokie Glover Drive. The field itself does not have an address but is in the rear of Carolyn Crayton Park near the railroad crossing. It currently exists but looks abandoned. It is easy to locate once you are in the park.

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

Sincerely,

Laura Hardwick

BID FORM

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

DATE: November 20, 2025

Re: **Carolyn Crayton Park (formerly known as Central City Park) Softball Field #7 for Installation and Repairs**

Macon-Bibb County, Georgia

1. We have examined the Specifications, related documents and the site of the proposed Work, and are familiar with all the conditions surrounding this project, including the availability of materials and labor, and hereby bid to furnish all materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under these Specifications, of which this bid is part.
2. ADDENDUM RECEIPT:
 - a. We acknowledge our responsibility to ensure that all addenda have been received prior to the submission of a bid.
 - b. Bidder acknowledges receipt of the following addenda:
Addendum No. 1 Dated November 4, 2025
Addendum No. Dated
Addendum No. Dated
3. We agree to commence actual physical work on site, with adequate force and equipment within the timeframe presented in the specifications and to complete fully all work within the stated timeframe following notice to proceed.
4. We agree that this bid may not be revoked or withdrawn after the time set for the opening of bids and shall remain open for acceptance for a period of sixty (60) days following such time.
5. In case of written notification by mail, telegraph, or delivery of the acceptance of this bid within sixty (60) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a Contract for the Work for the below stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond and a Payment Bond, both in an amount equal to one-hundred-percent (100%) of the Contract Sum.

5. Enclosed herewith is a Bid Bond in the amount of five percent (5%) of the total base bid. We agree that the above stated amount is the proper measure of liquidated damages that the Owner will sustain by the failure of the undersigned to execute the Contract and to furnish the Performance Bond and the Payment Bond.
6. If this bid is accepted within sixty (60) days after the date set for the opening of bids and we fail to execute the Contract within ten (10) days after written notice of such acceptance or if we fail to furnish both a Performance Bond and a Payment Bond, the obligation of the bond will remain in full force and effect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the obligation of the bond will be null and void.
7. We hereby certify that we have not, nor have any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.
8. We understand the total bid price listed below to be inclusive of all materials, labor, equipment, and other provisions necessary to provide the services in accordance with the associated specification.

Attachment "A"
Required Submission Documents

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

- Bidder Qualification Form
- List of Sub-Contractors
- Bidder Minority Participation Goal
- Financial & Legal Stability Statement
- Insurability Statement
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Non-Collusion Affidavit
- Macon-Bibb County Vendor Application
- Form W-9.
- E-Verify Affidavit

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: Stafford Builders & Consultants, Inc.
Address: 2960 Napier Ave, Macon, GA 31204
When Organized: January, 2000 Where Incorporated: Macon, GA
How many years have you engaged in business under the present firm name? 25
Credit available for this contract? \$250,000.00
Contracts now in hand? \$4M
Has bidder ever refused to execute a contract at the original bid amount? No
Has bidder ever been declared in default on a contract? No
Comments: N/A

Company Name: Stafford Builders & Consultants, Inc.
Authorized By (typed name): WyKesia Stafford
Authorized Signature: *WyKesia Stafford*
Title: President Date: November, 20, 2025

References

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

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #
Freedom Park	Macon, GA	Clay Murphy	478.751.9204
Log Cabin Park	Macon, GA	Clay Murphy	478.447.3263

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

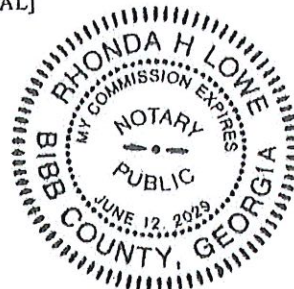
20th DAY OF November, 2025

Rhonda H. Lowe

Notary Public

My Commission Expires: 6/12/2029

[NOTARY SEAL]



Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

- ☒ Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.
- ☒ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.
- Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: Stafford Builders & Consultants, Inc.

Authorized By (typed name): WyKesia Stafford

Authorized Signature: *WyKesia Stafford*

Title: President

Date: November 20, 2025

SUBSCRIBED AND SWORN

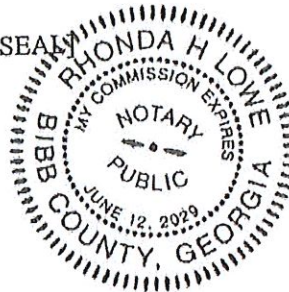
BEFORE ME ON THIS THE

20th DAY OF November, 202 5 My Commission Expires: 6/19/2029

Rhonda H. Lowe

Notary Public

[NOTARY SEAL]



LIST OF SUB-CONTRACTORS

NAME/ADDRESS	TYPE OF WORK	% of Contract
Will supply upon award of project		

TYPE OF WORK

% of Contract

NAME/ADDRESS
Will supply upon award of project

Contractor Name.

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

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

1%

2960 Napier Ave, Macon, GA 31204 Stanford's Supermarket

Will supply additional list of subs upon award of project

Contractor Name

Attachment "A"
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

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

Company Name: Stafford Builders & Consultants, Inc.
Authorized By (typed name): WyKesia Stafford
Authorized Signature: *WyKesia Stafford*
Title: President Date: November 20, 2025

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

20th DAY OF November, 2025

My Commission Expires: 6/19/2029

Rhonda H. Lowe
Notary Public

[NOTARY SEAL]



Attachment "A"
Required Submission Documents

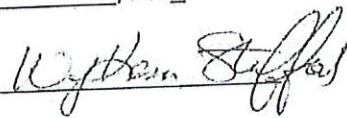


Macon-Bibb County
Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31202-0247
Tel: (478) 803-0550 • Fax: (478) 751-7252
www.maconbibb.us

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

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

Dated at this 20th day of November, 2025.

Signature of Contractor: WyKesia Stafford 

Title: President

For Macon Bibb County Personnel Only:

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

Signature of Procurement Officer _____ Date _____

Printed Name _____

Attachment "A"
Required Submission Documents

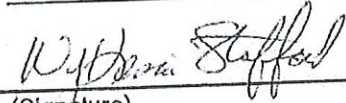
NON COLLUSION AFFIDAVIT

Date:	November 20, 2025
Project:	Bibb County, Georgia
Project #:	26-022-LH
Project Description:	Carolyn Crayton Park Softball Field #7 Installation and Repairs
Services Provided:	General Contracting
State of:	Georgia
County of:	Bibb

I, WyKesia Stafford having first been duly sworn, deposes and states as follows:

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

Contractor:
Stafford Builders & Consultants, Inc.



(Signature)

(Seal)



Attachment "A"
Required Submission Documents
MACON-BIBB COUNTY
Vendor Application

Date Submitted: November 20, 2025

☒ New Application

☐ Revised Application

RETURN THIS COMPLETED FORM TO:

Macon-Bibb County Procurement Department
700 Poplar Street, Ste. 308
Macon, GA 31201

Phone: 478-803-0550

Fax: 478-751-7252

Email: procurement@maconbibb.us

GENERAL VENDOR INFORMATION

Company Name: Stafford Builders & Consultants, Inc.

Company Address: 2960 Napier Ave, Macon, GA 31204

Authorized By (Name): WyKesia Stafford

Title: President

Authorized Signature: [Signature]

Date: November 20, 2025

Telephone Number: 478.738.9770

Fax Number: 478.738.0445

Email Address: kesia@staffordbci.com

REMITTANCE INFORMATION (where payments should be sent)

Remit to Name: Stafford Builders & Consultants, Inc.

Remit to Address: 2960 Napier Ave, Macon, GA 31204

Phone: 478.738.9770

Fax: 478.738.0445

Toll Free:

Contact: Shawnda Chaney

Email: shawnda@staffordbci.com

Business Type (choose one):

☐ Individual/Sole Proprietor

☐ Single member LLC

☒ Business - incorporated

☐ Business - not incorporated/partnership

☐ LLC: C S P (circle one)

☐ Other (Specify):

Social Security #:

Federal Tax ID #: 58-251-2400

PURCHASE ORDER INFORMATION (where purchase orders should be sent)

Purchase Order Name: Stafford Builders & Consultants, Inc.

Purchase Order Address: 2960 Napier Ave, Macon, GA 31204

Phone: 478.738.9770

Fax: 478.738.0445

Toll Free:

Contact: Walter Stafford

Email: walter@staffordbci.com

Payment Terms: Discount % 0

Days 14

Net Due

Freight Terms: Ship Via

FOB

E-Verify Information

Private Employer Affidavit is attached :

With E-Verify # _____ With E-Verify exemption selected _____

Contractor Affidavit is attached: (additional affidavit, if applicable)

With E-Verify # _____ Without E-Verify # but a copy of my driver's license is attached since

I have no employees and no intent to hire employees _____

MBE/DBE/WBE STATUS (Select at least one)

Minority Owned (African American) Hispanic, Native American, Asian American) circle one African American

Woman Owned _____

Disabled _____

Veteran _____

Not Applicable _____

Do you maintain a local office in Macon-Bibb County?

Yes X

No _____

Attachment "A"
Required Submission Documents
Request for Taxpayer
Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Stafford Builders & Consultants, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 2960 Napier Ave	Requester's name and address (optional)
6 City, state, and ZIP code Macon, GA 31204	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-					
or									
Employer identification number									
5	8	-	2	5	1	2	4	0	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>Shaunac S. Chaney</i>	Date ▶ Nov 20, 2025
-----------	---	---------------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

Attachment "A"
Required Submission Documents

E-VERIFY AND PRIVATE EMPLOYER AFFIDAVIT

Pursuant To O.C.G.A. § 36-60-6(d)

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

Business Name: Stafford Builders & Consultants, Inc.

SECTION 1 (Choose ONE of the following)

- (A) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed ten (10) or less employees. (Proceed to Section 3)
- (B) ☒ On January 1 of the below-signed year, the individual, firm, or corporation employed more than ten (10) employees and has registered with the E-Verify program. (Proceed to Section 2)

SECTION 2

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

E-Verify Number: 490662

Date of Authorization: January 17, 2012 (Proceed to Section 3)

SECTION 3

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

Executed on November, 20th, 2025 in Macon (city), GA (state)

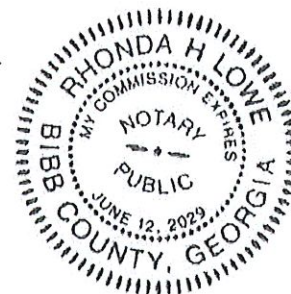
Printed Name of Authorized Officer or Agent: Shawnda Chaney

Title of Authorized Officer or Agent: Corp Sec

Signature of Authorized Officer or Agent: Shawnda S Chaney

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 20th DAY OF November, 2025

Rhonda H. Lowe
NOTARY PUBLIC
My Commission Expires: 6/12/2029



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Stafford Builders & Consultants, Inc.
2960 Napier Avenue
Macon, GA 31204

SURETY:

(Name, legal status and principal place of business)
Swiss Re Corporate Solutions America Insurance
Corporation

1200 Main Street, Suite 800
Kansas City, MO 64105
Mailing Address for Notices

This document has important
legal consequences. Consultation
with an attorney is encouraged
with respect to its completion or
modification.

OWNER:

(Name, legal status and address)

Macon-Bibb County Procurement Department
700 Poplar Street, Suite 308
Macon, GA 31201

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Carolyn Crayton Park Softball Field # 7 Installation and Repairs

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of November, 2025.

Rhonda Lowe
(Witness) Rhonda Lowe

Charles E. Thompson
(Witness) Charles E. Thompson

Stafford Builders & Consultants, Inc.

(Principal)

(Seal)

By: Wykesia Stafford
(Title) Wykesia Stafford, President

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

(Seal)

By: Seari Tidwell
(Title) Seari Tidwell, Attorney-in-Fact



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint: Sean Tidwell

Principal: Stafford Builders & Consultants, Inc.
Obligee: Macon-Bibb County Procurement Department
Bond Description: Carolyn Crayton Park Softball Field # 7 Installation and Repairs
Bond Number: Bid Bond
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise; provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By: Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

By: Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereto affixed, and these presents to be signed by their authorized officers this 10TH day of NOVEMBER 20 22

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

State of Illinois
County of Cook

SS

On this 10TH day of NOVEMBER 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of November 2025

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC

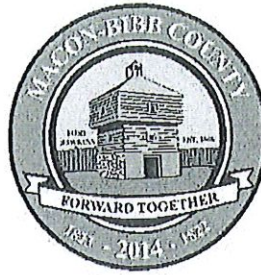
Debarred, Suspended or Ineligible Firms

~~STAFFORD BUILDING~~ CONSTRUCTION

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

Entity	Action	Date Eligible for Contract

Last updated 1/10/2020



Macon-Bibb County, Georgia

INVITATION FOR BIDS

FOR

CAROLYN CRAYTON PARK (formerly known as Central City Park) SOFTBALL FIELD #7 INSTALLATION AND REPAIRS

90916
90917
98852

BID NUMBER: 26-022-LH

ISSUED: 10/20/25

BIDS DUE NO LATER THAN 12:00 NOON ON THURSDAY, NOVEMBER 20, 2025

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

TABLE OF CONTENTS

I.	GENERAL.....	ERROR! BOOKMARK NOT DEFINED.
A.	INVITATION.....	1
B.	BID DOCUMENTS	1
C.	PRE-BID	1
D.	BID BOND	1
E.	SEALED BIDS	1
F.	VALIDITY	2
G.	CONTRACT AWARD.....	2
H.	SURETY	2
I.	PAYMENT CONDITIONS	2
J.	EXCISE TAXES	2
K.	INSURANCE	3
II.	INSTRUCTIONS TO BIDDERS	3
A.	DEFINITIONS	4
B.	RELATED DOCUMENTS	4
C.	BIDDER'S REPRESENTATION	4
D.	DOCUMENT DISCREPANCIES	5
E.	SUBMITTALS	5
F.	RESERVATIONS	5
G.	SURETY AND INSURANCE COMPANIES	5
III.	SPECIAL CONDITIONS.....	6
A.	GENERAL	6
B.	PERMITS AND LICENSES	6
C.	LAYOUT OF WORK	6
D.	WORK AREA	6
E.	UNDERGROUND UTILITIES	6
F.	TRAFFIC CONTROL	7
G.	EROSION CONTROL	7
H.	VANDALISM	7
I.	MATERIAL DISPOSAL	7
J.	EXTENSION OF TIME	7
K.	LIQUIDATED DAMAGES.....	7
L.	INSPECTION	8
IV.	EXECUTION	8
A.	GENERAL	8
B.	SPECIFICATIONS	8
C.	SCHEDULE.....	8
V.	WARRANTY	8
VI.	OPEN RECORDS.....	8

FORMS PROVIDED:

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

ATTACHMENTS:

A – REQUIRED SUBMITTAL DOCUMENTS W/ BID SCHEDULE & BID PRICE FORM
 B – DEVELOPMENT PLANS/SCOPE OF WORK
 C – FREQUENTLY ASKED QUESTIONS

END OF TABLE OF CONTENTS

I. GENERAL

A. Invitation

1. Notice is hereby given that the Macon-Bibb County Board of Commissioners will receive sealed bids (1 original and Flash Drive) in the Procurement Department, Suite 308, Macon-Bibb City Hall, 700 Poplar Street, Macon, Georgia 31201, until 12:00 o'clock NOON at the time legally prevailing in Macon, Georgia on Thursday, November 20, 2025, for Carolyn Crayton Park Softball Field #7 for Installation and Repairs for the Macon-Bibb County, Georgia.
2. **NO BIDS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.**
3. Bids will be publicly opened in the Macon-Bibb County Board of Commissioners Chamber on Thursday November 20, 2025, at 2:00 pm.
4. Minority, Women Owned, and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Charise Stephens, Director of Small Business Affairs at (478) 300-2297 or Cstephens2@maconbibb.us.

B. Bid Documents

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

C. Pre-Bid

A Pre-bid conference is scheduled for 11:00 o'clock a.m., Wednesday, October 29, 2025, in the Macon-Bibb Board of Commissioners Chambers located at 700 Poplar Street, Macon, GA 31201. This Pre-bid is mandatory. Deadline for submission of questions is Friday, October 31, 2025, at 3:00 p.m. standard eastern time. Questions must be submitted via email to Lhardwick@maconbibb.us

Bid Bond

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

D. Sealed Bids

1. Envelopes shall be identified on the outside as
"Bid 26-022-LH – "Carolyn Crayton Softball Field # 7 for Installation and Repairs"

And delivered by hand or mailed to:
Macon-Bibb County Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31201

E. Validity

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

F. Contract Award

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

G. Surety

1. Whereas the anticipated contracted price exceeds \$5,000, the bidder to whom award is made shall submit a Payment Bond and a Performance Bond, both in amount of one hundred percent (100%) of the contract price.
 - a) Bonding company/Surety shall be:
 - (1) Rated B+ or better in current Key Rating Guide as issued by A.M. Best Company, Oldwick, NJ.
 - (2) Licensed to do business in the State of Georgia.

H. Payment Conditions

1. The County Inspector will collect material tickets, measure and inspect work completed to date on said job and report to the Project Manager for payment.
2. A 10% retainage will be withheld from each payment until final payment is made. The Owner will only pay for items used and actual work performed.
3. Change orders are issued for any variance from contract or plan sheets.
4. Any unauthorized work or material change will not be paid for unless a change order has been issued.

I. Excise Taxes

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

J. Insurance

1. Insurance coverage shall be carried with an insurance company licensed to do business

in the State of Georgia.

2. Insurance shall be obtained prior to commencement of work and shall remain in force throughout the period of the contract.
3. Macon-Bibb County shall be named as additional insured on the policy.
4. Coverage shall include water damage.
5. Contractor is responsible for any and all deductibles.
6. Required coverage:
 - a) Worker's Compensation: Statutory
 - b) General Liability:
 - (1) \$1,000,000.00 combined single limit for B.I., P.D.
 - (2) Maximum deductible: \$5,000.00
 - (3) To include:
 - (a) Premises – Operations
 - (b) Products & Completed Operations
 - (c) Broad form Contractual
 - (d) Independent Contractor and Subcontractor
 - (e) Underground explosion and collapse
 - c) Automobile Liability:
 - (1) \$1,000,000.00 combined single limit for B.I. and P.D.
 - (2) Maximum deductible: \$5,000.00
 - (3) To include:
 - (a) Owned Automobiles
 - (b) Hired Automobiles
 - (c) Non-Owned Automobiles

II. INSTRUCTIONS TO BIDDERS

A. Definitions

1. Wherever the term "Owner", "County", or "Macon-Bibb County" occur in these specifications, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.
2. Wherever the term "Engineer" occurs in these specifications, it shall mean the engineer of the Owner, the County Engineer, or his representative.
3. Wherever the term "work" occurs in these specifications, it shall mean the work as

defined herein, including, all labor, materials, equipment, transportation, and supervision necessary to complete the contract.

4. Wherever the term "D.O.T." occurs in these specifications, it shall mean the Georgia Department of Transportation.

B. Related Documents

1. Quantity Worksheet (Attachment "B")
2. Bid Form
3. Bidder's Qualification Form
4. Financial & Legal Stability Statement
5. Bidder MBE Plan Form
6. List of Sub-contractors
7. Bond Forms
8. E-Verify Affidavit
9. Title VI non-discrimination Notice

C. Bidder's Representation

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

D. Document Discrepancies

1. Should the bidder find discrepancies in, or omissions from the documents, he shall at once notify the Macon-Bibb County Procurement Department.
2. Requests for Interpretations of Drawings and Specifications shall be submitted via email to Lhardwick@maconbibb.us no later than October 24, 2025, by 3:00 pm.
3. Any subsequent instructions to bidders will be issued in the form of addenda to the specifications and sent to the bidder. All addenda shall be enumerated in the Bid Form.
4. All definitions set forth in the specifications are applicable to this Instruction to Bidders,

the Bid Form and the proposed Contract Documents including, but not limited to, drawings, project manual, and any addenda issued prior to receipt of bids.

- a) Addenda are written or graphic instruments issued prior to the execution of the Contract that may modify or interpret the bidding documents by deletion, additions, clarifications or corrections.
- b) Addenda will become part of the Contract Documents when the Construction Contract is executed.

E. Submittals

- 1. In order for bids to be considered, the complete bid document package should be submitted including each of the following completed documents.
 - a) Bid Form
 - b) Bidder's Qualification Form
 - c) Financial & Legal Stability Statement
 - d) List of Sub-Contractors
 - e) Minority Participation Goal
 - f) Bid Bond in amount of 5% of the total base bid
 - g) E-Verify Affidavit
 - h) Disbarment Form

F. Reservations

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

G. Surety and Insurance Companies

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

III. SPECIAL CONDITIONS

A. General

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

B. Permits and Licenses

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

C. Layout of Work

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

D. Work Area

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

E. Underground Utilities

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

F. Traffic Control

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

G. Erosion Control

1. The Contractor shall control all erosion by incorporating temporary grassing, mulch, baled straw, or silt fencing wherever required.

H. Vandalism

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

I. Material Disposal

1. The Contractor shall allow no trash, dirt, stumps, tree trunks, or excess material to accumulate and shall be responsible for removing same from the premises.
 - a) Such items shall be disposed of off the premises.
 - b) Burning of material on the site will not be permitted.
 - c) All costs of removing trash shall be the responsibility of the Contractor.
 - d) Place and method of disposal shall be the responsibility of the Contractor.

J. Extension of Time

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

K. Liquidated Damages

1. Liquidated damages in the amount of \$75 shall be charged to the contractor for each day that the project is delayed beyond the completion date of the contract. These charges are to defray the cost of inspection by Macon-Bibb employees assigned to the project.

L. Inspection

1. The Engineer may appoint inspectors to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation of manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge or relax the provisions of this specification, nor will

they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the Engineer.

2. It is mutually agreed between the parties to the contract that to prevent all disputes and misunderstandings between them in relation to any of the provisions contained in these specifications, or their performance by either of said parties, the Engineer shall serve as the referee to decide all matters of construction of the specifications and of the terms of the contract, and as to all matters arising or growing out of said contract and his decision shall be final and binding upon both parties.
3. The Engineer and his inspectors shall have free access to all parts of the work, and to all material intended for use in the work. The work will be inspected as it progresses, but failure to reject or condemn defective work at the time it is done will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform the contract according to its terms.

IV. EXECUTION

A. General

1. It is the intent of this specification to provide for the Carolyn Crayton Park Softball Field # 7 for Installation and Repairs, for Macon-Bibb County.

B. Specifications

1. The Contractor shall provide all labor, materials, and equipment to complete the project as described in Attachment B Site Development Plans/Scope of Work. The project will include, but not limited to, demolition of all existing conditions (except for the field lighting, which will be done by other designated persons), grading, fencing, construction of dugouts and bleacher areas, grassing, irrigation, and all other necessary work to rebuild the field. Please see Attachment "B" for additional information attached hereto and incorporated herein.

C. Schedule

1. The contractor shall commence work including applying for all needed railroad permits within 10 calendar days following issuance of notice to proceed, shall execute the work diligently, and shall complete all work requirements within 150 calendar days following the receipt of all necessary railroad permits. This time shall include all clean up, demobilization, and other necessary work to return the project area to its final state.

V. WARRANTY

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

VII. SUBCONTRACTOR REPORTING REQUIREMENTS

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

BID FORM

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

DATE: _____

Re: Carolyn Crayton Park (formerly known as Central City Park) Softball Field #7 for Installation and Repairs

Macon-Bibb County, Georgia

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

5. Enclosed herewith is a Bid Bond in the amount of five percent (5%) of the total base bid. We agree that the above stated amount is the proper measure of liquidated damages that the Owner will sustain by the failure of the undersigned to execute the Contract and to furnish the Performance Bond and the Payment Bond.
6. If this bid is accepted within sixty (60) days after the date set for the opening of bids and we fail to execute the Contract within ten (10) days after written notice of such acceptance or if we fail to furnish both a Performance Bond and a Payment Bond, the obligation of the bond will remain in full force and affect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the obligation of the bond will be null and void.
7. We hereby certify that we have not, nor have any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.
8. We understand the total bid price listed below to be inclusive of all materials, labor, equipment, and other provisions necessary to provide the services in accordance with the associated specification.

Bid Price Form

For

**Carolyn Crayton Park (formerly known as Central City Park)
Softball Field # 7 for Installation and Repairs**

Total Bid Price: \$ _____

Delivery Timeframe _____

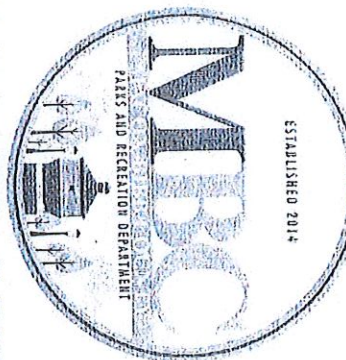
I certify that my bid meets these minimum specifications. This bid shall be valid and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Printed Name: _____

Signature: _____

Date: _____

SITE DEVELOPMENT PLANS FOR



MACON-BIBB PARKS AND RECREATION CENTRAL CITY PARK SOFTBALL FIELD #7 150 WILLIE SMOKIE GLOVER DRIVE

09/26/2025

NARRATIVE

This will be a renovation of the Central City Park Softball Complex - Field #7. This work will encompass the installation of new grass turf fields, improvements to the drainage of the fields, fencing, dugouts, bleachers, irrigation system, and pedestrian circulation enhancements. The disturbed project area is 2.90 acres.



30 DAY NOTICE
THIS REPORT WAS PREPARED BY
THE FIRM OF GEORGETOWN, INC.
ON BEHALF OF THE CLIENT.
DATE: 09/26/2025
PROJECT: 150 WILLIE SMOKIE GLOVER DRIVE
SHEET: 01 OF 01

DATE SIGNED: September 27, 2025



APPROVED BY
SIGNATURE: [Signature]
NAME: [Name]
TITLE: [Title]
DATE: 09/26/2025
PROJECT: 150 WILLIE SMOKIE GLOVER DRIVE
SHEET: 01 OF 01

INDEX TO DRAWINGS

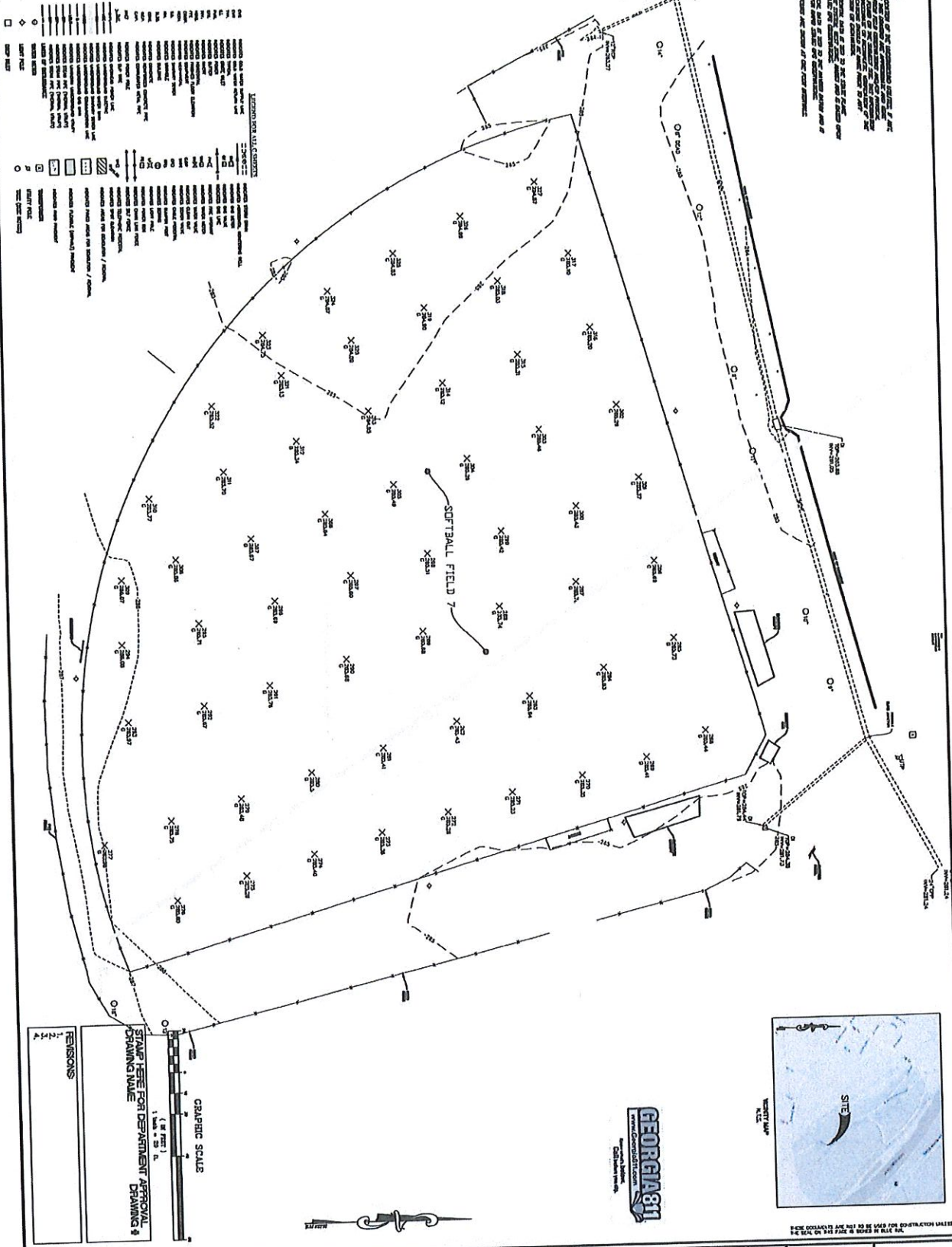
SHEET NO.	DESCRIPTION
C-1	EXISTING CONDITIONS
C-2	DEMOLITION
C-3	FIELD LAYOUT PLAN - 200' FIELD
C-4	GRADING AND DRAINAGE
C-5	IRrigation AND DRAINAGE
C-6	IRrigation AND DRAINAGE
C-7	FIELD CONSTRUCTION DETAILS CONT.
C-8	FIELD CONSTRUCTION DETAILS CONT.
C-9	FIELD CONSTRUCTION DETAILS CONT.
C-10	FIELD CONSTRUCTION DETAILS CONT.
C-11	FIELD CONSTRUCTION DETAILS CONT.
C-12	FIELD CONSTRUCTION DETAILS CONT.
C-13	FIELD CONSTRUCTION DETAILS CONT.
C-14	FIELD CONSTRUCTION DETAILS CONT.
C-15	FIELD CONSTRUCTION DETAILS CONT.
C-16	FIELD CONSTRUCTION DETAILS CONT.
C-17	FIELD CONSTRUCTION DETAILS CONT.
C-18	FIELD CONSTRUCTION DETAILS CONT.
C-19	FIELD CONSTRUCTION DETAILS CONT.
C-20	FIELD CONSTRUCTION DETAILS CONT.

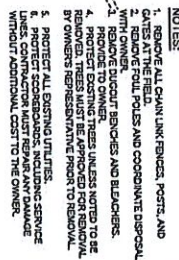
MAJOR NOTE:
The operation and maintenance of the stormwater management facilities and associated drainage structures (i.e., detention ponds, pipes, etc.) shall be the responsibility of the City of Macon. The City shall be responsible for the operation and maintenance of the stormwater management facilities and associated drainage structures (i.e., detention ponds, pipes, etc.) within the public right-of-way. The City shall be responsible for the operation and maintenance of the stormwater management facilities and associated drainage structures (i.e., detention ponds, pipes, etc.) outside the public right-of-way. The City shall be responsible for the operation and maintenance of the stormwater management facilities and associated drainage structures (i.e., detention ponds, pipes, etc.) within the public right-of-way. The City shall be responsible for the operation and maintenance of the stormwater management facilities and associated drainage structures (i.e., detention ponds, pipes, etc.) outside the public right-of-way.

**Widner &
Associates, Inc.**



PROJECT NO.: 150 WILLIE SMOKIE GLOVER DRIVE
SHEET NO.: 01 OF 01





-

[illegible]

GRAPHIC SCALE

(in feet)

1 inch = 20 ft

STAMP HERE FOR DEPARTMENT APPROVAL

DRAWING NAME

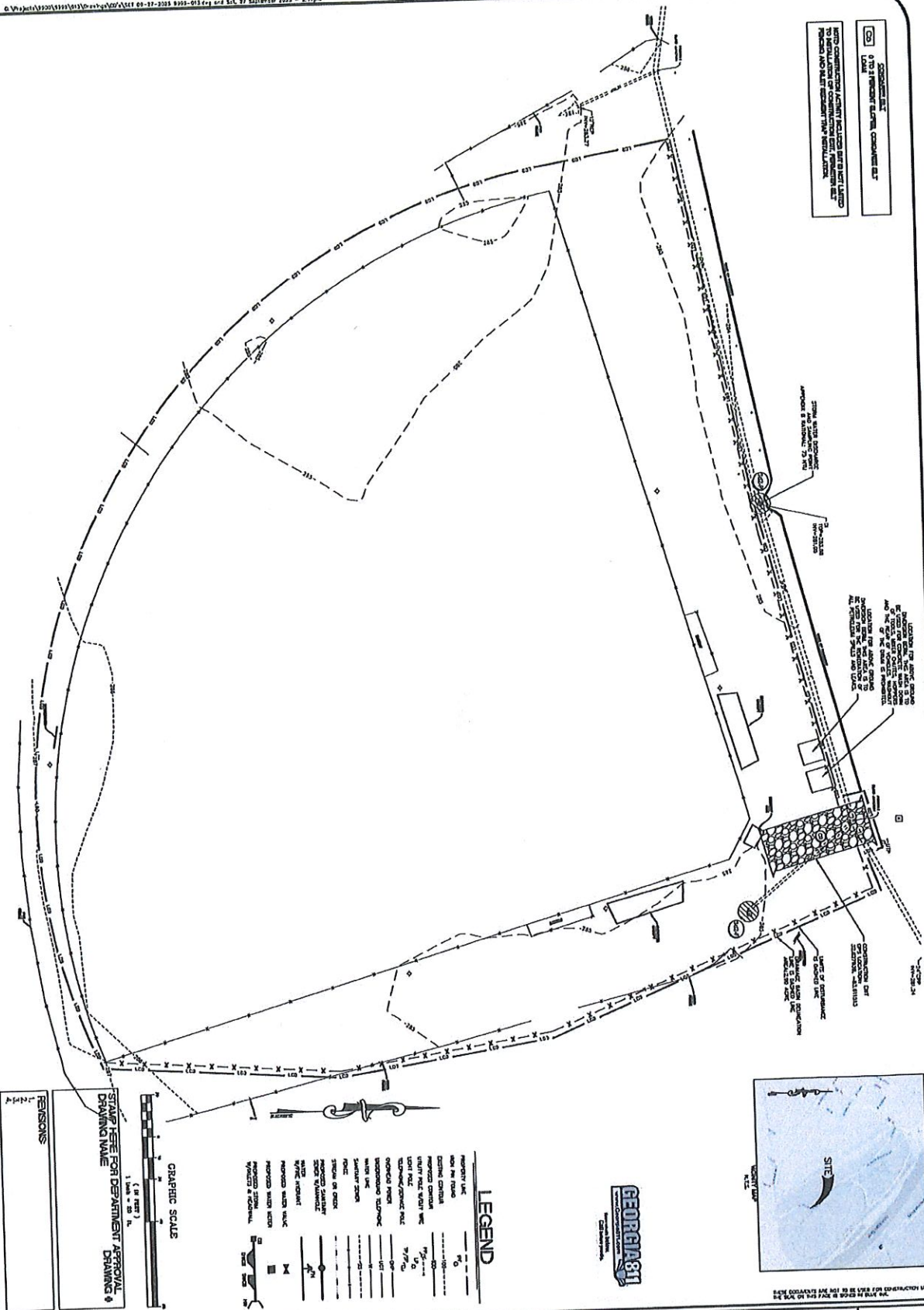
REVISIONS

NO.	DATE	BY	REVISION
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			

DISTRICT	DATE:	
PROJECT #	TOWNSHIP	
SECTION	RANGE	
CORNER	GRID REF.	
SHEET		
C-2		

DEMOLITION PLAN FOR
CENTRAL CITY - SOFTBALL FIELD 7
150 WILLIE SMOKIE GLOVER DRIVE
 MACON, BIBB COUNTY, GEORGIA
 LAND LOT (S) N/A N/A LAND DISTRICT

Widner & Associates, Inc.
 TEL: (478) 748-8012 FAX: BOX 108, LUDON, GEORGIA 31803
 E-MAIL: widner@widner-associates.com WEBSITE: www.widner-associates.com



STAMP HERE FOR DEPARTMENT APPROVAL DRAWING NAME	
REVISIONS	REVISED BY

[illegible]

GEORGIA 811
www.Georgia811.com
One-call before
you dig

THESE DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES

DATE FEBRUARY 1978	STATE GEORGIA	INITIAL EROSION AND SEDIMENT CONTROL PLAN FOR CENTRAL CITY - SOFTBALL FIELD 7 150 WILLIE SMOKIE GLOVER DRIVE MACON, BIBB COUNTY, GEORGIA LAND LOT N/A N/A LAND DISTRICT
DESIGNED BY C-6	DRAWN BY C-6	
CHECKED BY P-25	PERMIT NO. 17775-5	
APPROVED BY P-25		

Widner & Associates, Inc.
 P.O. BOX 808 LAGRANGE, GEORGIA 30245
 (404) 746-8008 FAX (404) 746-8008
 WWW.WIDNER-ASSOCIATES.COM

WIDENER & KALCHauer
35
ANNIVERSARY
1887-1922

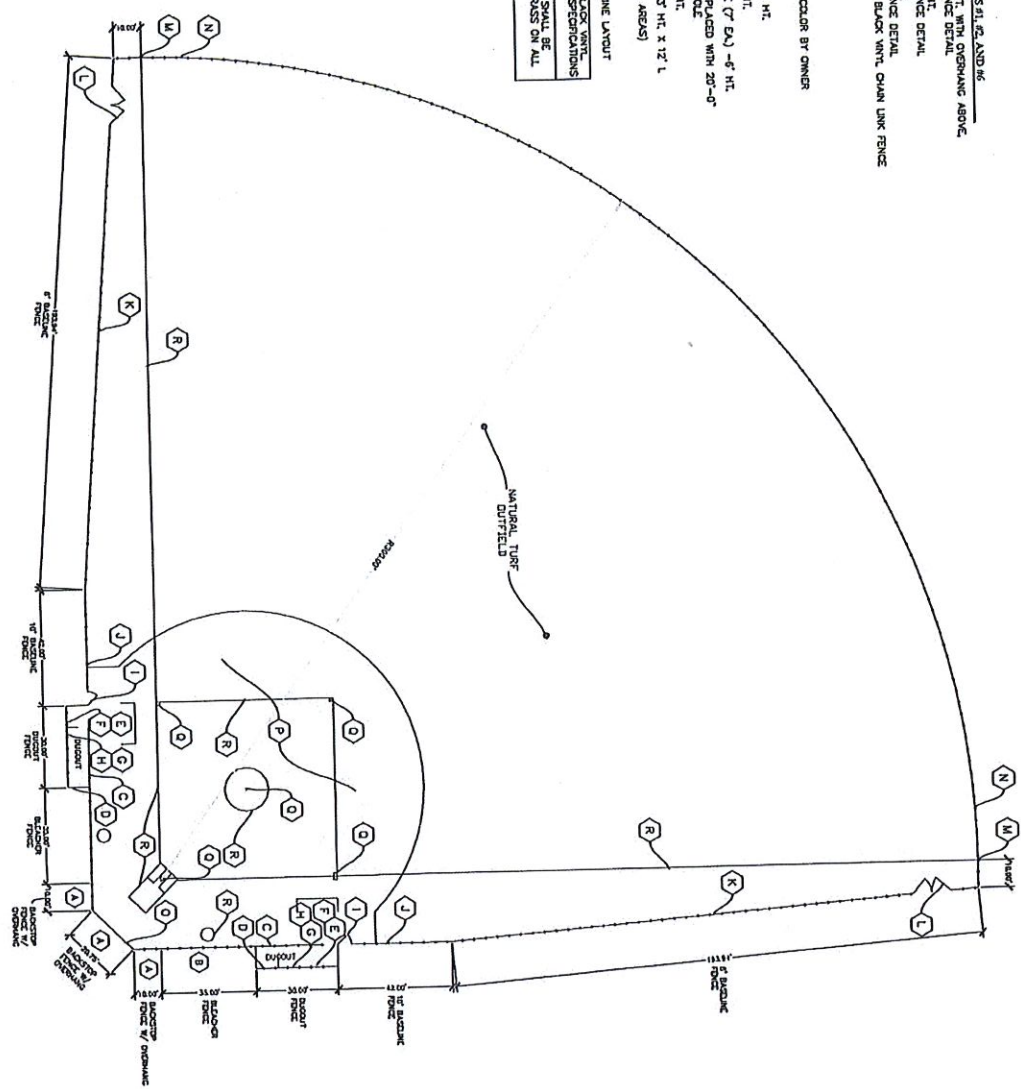
LONG & CORPORATION
CHICAGO & BOSTON

WIDENER & KALCHauer
35
ANNIVERSARY
1887-1922

LONG & CORPORATION
CHICAGO & BOSTON

- KEY NOTES FOR FIELDS #1, #2, AND #6**
- A BACKSTOP FENCE 20' HT. WITH OVERHANG ABOVE.
 - B BLOWER FENCE 20' HT.
 - C BLOWER FENCE 20' HT.
 - D BLOWER FENCE 20' HT.
 - E BLOWER FENCE 20' HT.
 - F BLOWER FENCE 20' HT.
 - G BLOWER FENCE 20' HT.
 - H BLOWER FENCE 20' HT.
 - I BLOWER FENCE 20' HT.
 - J BLOWER FENCE 20' HT.
 - K BLOWER FENCE 20' HT.
 - L BLOWER FENCE 20' HT.
 - M BLOWER FENCE 20' HT.
 - N BLOWER FENCE 20' HT.
 - O BLOWER FENCE 20' HT.
 - P BLOWER FENCE 20' HT.
 - Q BLOWER FENCE 20' HT.
 - R BLOWER FENCE 20' HT.
 - S BLOWER FENCE 20' HT.
 - T BLOWER FENCE 20' HT.
 - U BLOWER FENCE 20' HT.
 - V BLOWER FENCE 20' HT.
 - W BLOWER FENCE 20' HT.
 - X BLOWER FENCE 20' HT.
 - Y BLOWER FENCE 20' HT.
 - Z BLOWER FENCE 20' HT.

CONSTRUCTION FOR 300' FIELD (FIELD #7)



STAMP HERE FOR DEPARTMENT APPROVAL

DRAWING NAME

DATE

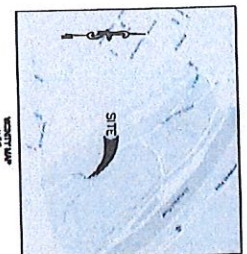
DESIGNED BY

CHECKED BY

IN CHARGE

SCALE

PROJECT #



THE INFORMATION ON THIS PLAN IS FOR CONSTRUCTION ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.

300' SOFTBALL FIELD SITE PLAN FOR

CENTRAL CITY - SOFTBALL FIELD 7

150 WILLIE SMOKIE GLOVER DRIVE

MACON, BIBB COUNTY, GEORGIA

LAND LOT (S) N/A

DATE

DESIGNED BY

CHECKED BY

IN CHARGE

SCALE

PROJECT #

Widner & Associates, Inc.

111 S. 600 745-800

1000 S. 600 745-800

1000 S. 600 745-800

35

WIDNER & ASSOCIATES, INC.

111 S. 600 745-800

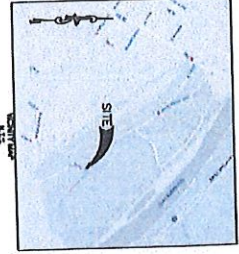
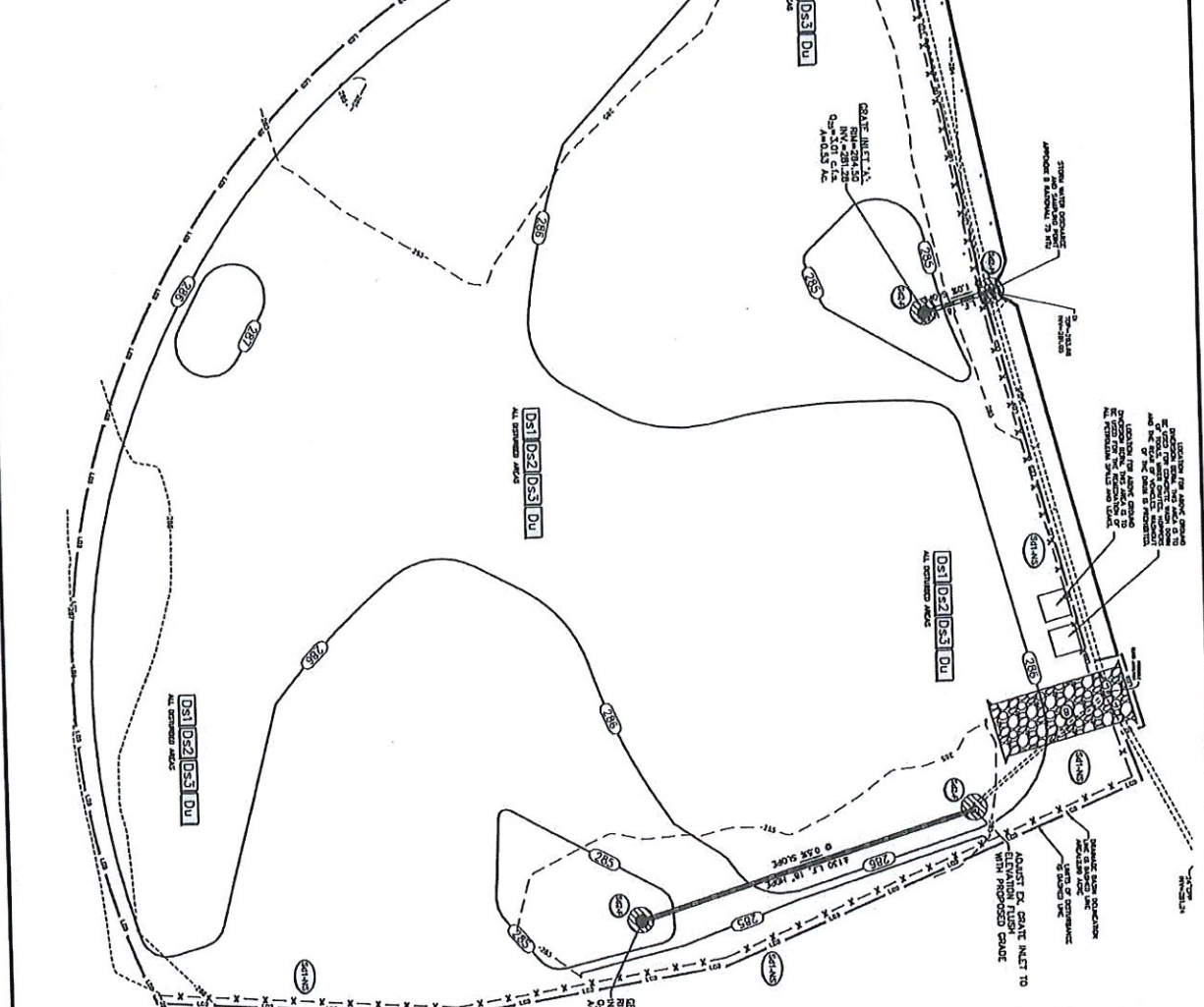
1000 S. 600 745-800

1000 S. 600 745-800

THIS CONSTRUCTION EROSION AND SEDIMENT CONTROL PLAN IS NOT A GUARANTEE OF PERFORMANCE. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN NECESSARY PERMITS AND TO FOLLOW ALL APPLICABLE REGULATIONS AND ORDINANCES.

1. EROSION CONTROL: The plan shows the location of all erosion control measures, including silt fences, sediment basins, and other measures, and the location of all erosion control measures, including silt fences, sediment basins, and other measures.
2. SEDIMENT CONTROL: The plan shows the location of all sediment control measures, including sediment basins, sediment traps, and other measures, and the location of all sediment control measures, including sediment basins, sediment traps, and other measures.
3. STORMWATER CONTROL: The plan shows the location of all stormwater control measures, including stormwater basins, stormwater traps, and other measures, and the location of all stormwater control measures, including stormwater basins, stormwater traps, and other measures.
4. EROSION CONTROL: The plan shows the location of all erosion control measures, including silt fences, sediment basins, and other measures, and the location of all erosion control measures, including silt fences, sediment basins, and other measures.
5. SEDIMENT CONTROL: The plan shows the location of all sediment control measures, including sediment basins, sediment traps, and other measures, and the location of all sediment control measures, including sediment basins, sediment traps, and other measures.
6. STORMWATER CONTROL: The plan shows the location of all stormwater control measures, including stormwater basins, stormwater traps, and other measures, and the location of all stormwater control measures, including stormwater basins, stormwater traps, and other measures.
7. EROSION CONTROL: The plan shows the location of all erosion control measures, including silt fences, sediment basins, and other measures, and the location of all erosion control measures, including silt fences, sediment basins, and other measures.
8. SEDIMENT CONTROL: The plan shows the location of all sediment control measures, including sediment basins, sediment traps, and other measures, and the location of all sediment control measures, including sediment basins, sediment traps, and other measures.
9. STORMWATER CONTROL: The plan shows the location of all stormwater control measures, including stormwater basins, stormwater traps, and other measures, and the location of all stormwater control measures, including stormwater basins, stormwater traps, and other measures.
10. EROSION CONTROL: The plan shows the location of all erosion control measures, including silt fences, sediment basins, and other measures, and the location of all erosion control measures, including silt fences, sediment basins, and other measures.
11. SEDIMENT CONTROL: The plan shows the location of all sediment control measures, including sediment basins, sediment traps, and other measures, and the location of all sediment control measures, including sediment basins, sediment traps, and other measures.
12. STORMWATER CONTROL: The plan shows the location of all stormwater control measures, including stormwater basins, stormwater traps, and other measures, and the location of all stormwater control measures, including stormwater basins, stormwater traps, and other measures.

1. EROSION CONTROL: The plan shows the location of all erosion control measures, including silt fences, sediment basins, and other measures, and the location of all erosion control measures, including silt fences, sediment basins, and other measures.
2. SEDIMENT CONTROL: The plan shows the location of all sediment control measures, including sediment basins, sediment traps, and other measures, and the location of all sediment control measures, including sediment basins, sediment traps, and other measures.
3. STORMWATER CONTROL: The plan shows the location of all stormwater control measures, including stormwater basins, stormwater traps, and other measures, and the location of all stormwater control measures, including stormwater basins, stormwater traps, and other measures.
4. EROSION CONTROL: The plan shows the location of all erosion control measures, including silt fences, sediment basins, and other measures, and the location of all erosion control measures, including silt fences, sediment basins, and other measures.
5. SEDIMENT CONTROL: The plan shows the location of all sediment control measures, including sediment basins, sediment traps, and other measures, and the location of all sediment control measures, including sediment basins, sediment traps, and other measures.
6. STORMWATER CONTROL: The plan shows the location of all stormwater control measures, including stormwater basins, stormwater traps, and other measures, and the location of all stormwater control measures, including stormwater basins, stormwater traps, and other measures.
7. EROSION CONTROL: The plan shows the location of all erosion control measures, including silt fences, sediment basins, and other measures, and the location of all erosion control measures, including silt fences, sediment basins, and other measures.
8. SEDIMENT CONTROL: The plan shows the location of all sediment control measures, including sediment basins, sediment traps, and other measures, and the location of all sediment control measures, including sediment basins, sediment traps, and other measures.
9. STORMWATER CONTROL: The plan shows the location of all stormwater control measures, including stormwater basins, stormwater traps, and other measures, and the location of all stormwater control measures, including stormwater basins, stormwater traps, and other measures.
10. EROSION CONTROL: The plan shows the location of all erosion control measures, including silt fences, sediment basins, and other measures, and the location of all erosion control measures, including silt fences, sediment basins, and other measures.
11. SEDIMENT CONTROL: The plan shows the location of all sediment control measures, including sediment basins, sediment traps, and other measures, and the location of all sediment control measures, including sediment basins, sediment traps, and other measures.
12. STORMWATER CONTROL: The plan shows the location of all stormwater control measures, including stormwater basins, stormwater traps, and other measures, and the location of all stormwater control measures, including stormwater basins, stormwater traps, and other measures.



REVISIONS

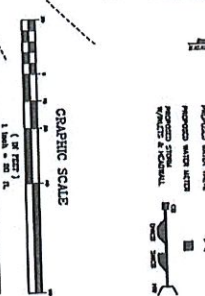
NO.	DATE	DESCRIPTION
1	10/24/2013	ISSUED FOR PERMIT

STAMP HERE FOR DEPARTMENT APPROVAL

DRAWING NAME

DRAWING NO.

PROJECT #



LEGEND

SYMBOL	DESCRIPTION
[Symbol]	PROPERTY LINE
[Symbol]	EXISTING EASEMENT
[Symbol]	NEW EASEMENT
[Symbol]	EXISTING ROAD
[Symbol]	NEW ROAD
[Symbol]	EXISTING UTILITY
[Symbol]	NEW UTILITY
[Symbol]	EXISTING FENCE
[Symbol]	NEW FENCE
[Symbol]	EXISTING CONCRETE
[Symbol]	NEW CONCRETE
[Symbol]	EXISTING ASPHALT
[Symbol]	NEW ASPHALT
[Symbol]	EXISTING GRAVEL
[Symbol]	NEW GRAVEL
[Symbol]	EXISTING DIRT
[Symbol]	NEW DIRT
[Symbol]	EXISTING VEGETATION
[Symbol]	NEW VEGETATION
[Symbol]	EXISTING WATER
[Symbol]	NEW WATER
[Symbol]	EXISTING FISH
[Symbol]	NEW FISH
[Symbol]	EXISTING BIRDS
[Symbol]	NEW BIRDS
[Symbol]	EXISTING INSECTS
[Symbol]	NEW INSECTS
[Symbol]	EXISTING PLANTS
[Symbol]	NEW PLANTS
[Symbol]	EXISTING ANIMALS
[Symbol]	NEW ANIMALS
[Symbol]	EXISTING HUMANS
[Symbol]	NEW HUMANS



INTERMEDIATE EROSION AND SEDIMENT CONTROL PLAN FOR

CENTRAL CITY - SOFTBALL FIELD 7

150 WILLIE SMOKIE GLOVER DRIVE

MACON, BIBB COUNTY, GEORGIA

LAND LOT N/A

Widner & Associates, Inc.

1111 S. 10TH STREET, SUITE 100, MACON, GA 31204

TEL: 478-744-8200 FAX: 478-744-8201

WWW.WIDNER-ASSOCIATES.COM

DATE: 10/24/2013

DRAWN BY: C-7

CHECKED BY: C-7

PROJECT #: 1000-013

35

STATE OF GEORGIA

DEPARTMENT OF REVENUE

SALES TAX EXEMPTION

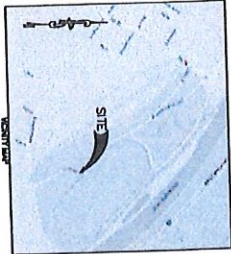
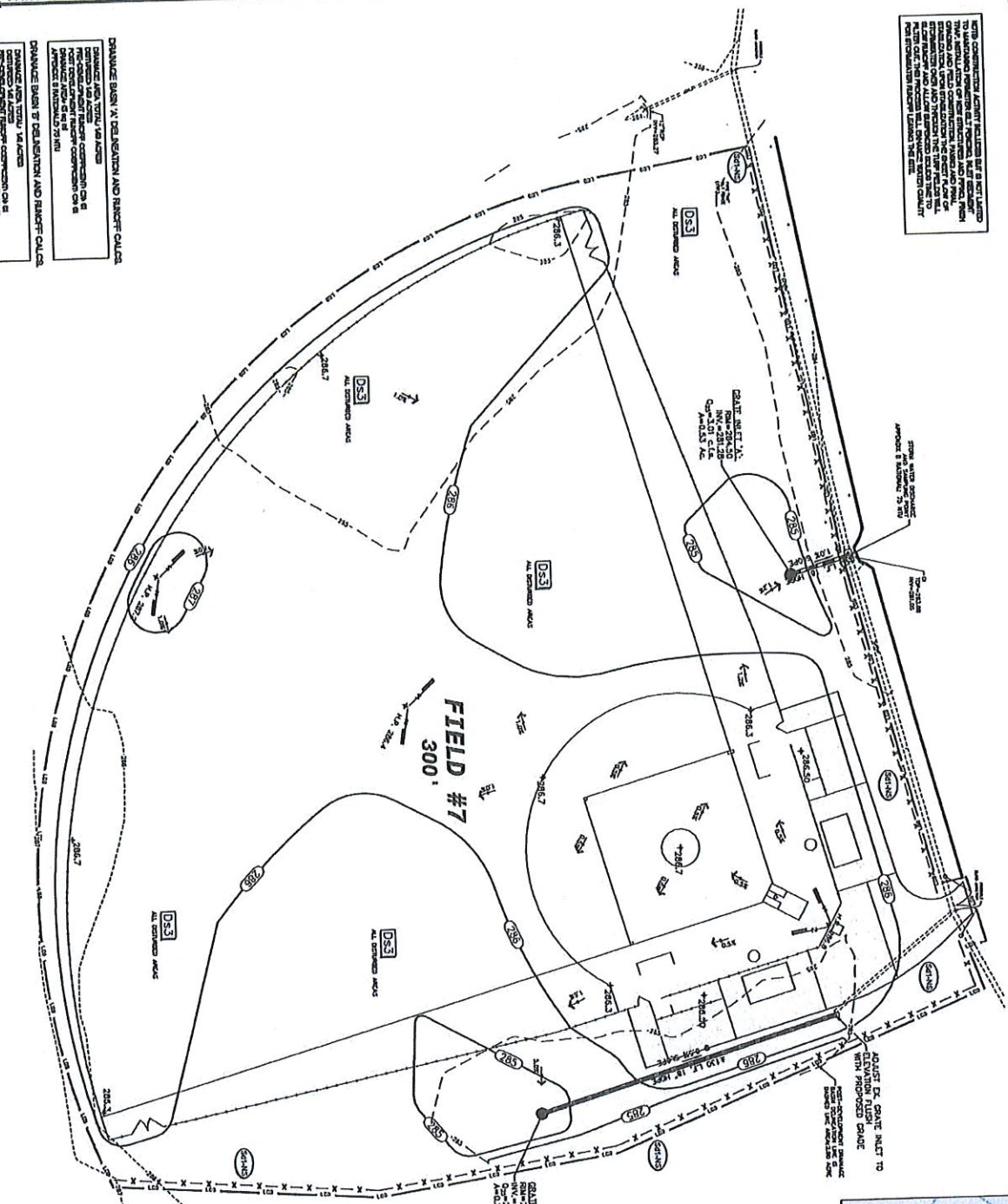
SCALE: 1" = 20'

PROJECT #: 1000-013

THIS CONSTRUCTION PLAN AND ALL INFORMATION HEREON IS THE PROPERTY OF WIDNER & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WIDNER & ASSOCIATES, INC. ANY VIOLATION OF THIS NOTICE SHALL BE SUBJECT TO LEGAL ACTION.

DRAINAGE BASIN 14 DELINEATION AND RAINFALL CALC.
 DRAINAGE BASIN 14 TOTAL AREA: 1.00 AC.
 DRAINAGE BASIN 14 PERCENT IMPERVIOUS COVER: 10.0%
 DRAINAGE BASIN 14 RAINFALL: 1.00 IN.
 DRAINAGE BASIN 14 RAINFALL CALC.: 0.10 IN.
 DRAINAGE BASIN 14 RAINFALL CALC. (1.00 IN. x 10.0%): 0.10 IN.

DRAINAGE BASIN 7 DELINEATION AND RAINFALL CALC.
 DRAINAGE BASIN 7 TOTAL AREA: 1.00 AC.
 DRAINAGE BASIN 7 PERCENT IMPERVIOUS COVER: 10.0%
 DRAINAGE BASIN 7 RAINFALL: 1.00 IN.
 DRAINAGE BASIN 7 RAINFALL CALC.: 0.10 IN.
 DRAINAGE BASIN 7 RAINFALL CALC. (1.00 IN. x 10.0%): 0.10 IN.



GRAPHIC SCALE
 1" = 50' (1" = 100')

LEGEND

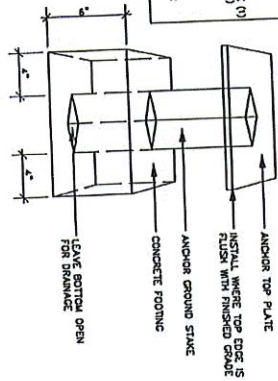
REVISIONS

STAMP HERE FOR DEPARTMENT DRAWING

FINAL EROSION AND SEDIMENT CONTROL PLAN FOR
CENTRAL CITY - SOFTBALL FIELD 7
150 WILLIE SMOKIE GLOVER DRIVE
 MACON, BIBB COUNTY, GEORGIA
 LAND LOT N/A

Widner & Associates, Inc.
 1000 YOUNG ROAD, SUITE 100, MACON, GA 31204
 TEL: 478-744-8800 FAX: 478-744-8801
 WWW.WIDNER-ASSOCIATES.COM





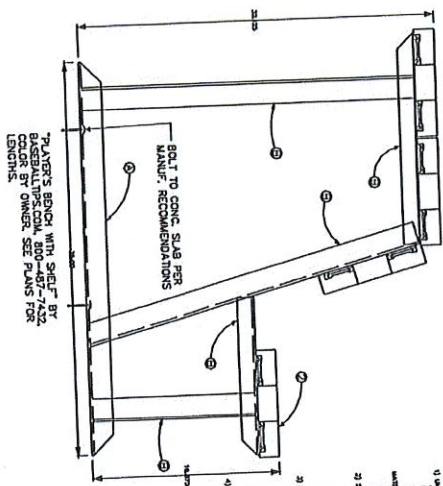
1 BASE ANCHOR
N/TS

STANDARD FOLDING BACKSTOP
PADDING (36993D) BY DOUGLAS
INDUSTRIES. DOUGLAS-SPORTS.COM
COLOR BY OWNER. (3'Hx12'L)

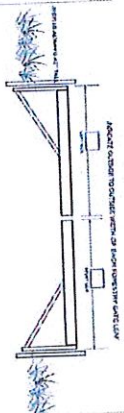
5 BACKSTOP PADDING
NTS

PREMIUM FENCE GUARD (36982) BY
DOUGLAS INDUSTRIES.
(DOUGLAS-SPORTS.COM).
SAFETY YELLOW IN COLOR.

6 PREMIUM FENCE GUARD
NTS



7 DUG OUT BENCH
NTS



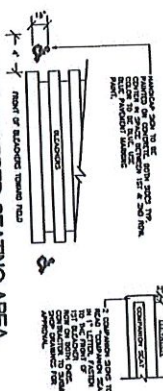
VIEW IS FROM OUTSIDE OF GATE
DUAL FORESTRY GATE FRAME (16" OR LESS WIDE PER LEAF)

BRAIN DRAINING INCORPORATED **GATECRAFTERS.COM** **WWW.GATECRAFTERS.COM**
 13100 STATE RD. S4
 CODES-CA, FL 33556
 813.252.4411
 FAX TO: 813.252.4411

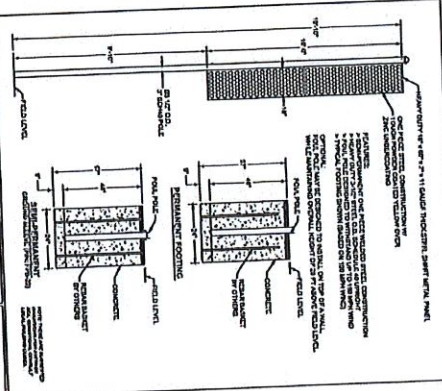
9 FORESTRY GATE
NTS

3 ROW, 21'-0" ANODIZED ALUMINUM
BLEACHERS BY BASEBALL TIPS.COM,
800-487-7432

3 BLEACHER DETAIL
NTS



4 AT LOCATIONS FOR BLEACHERS
NTS



8 Foul Pole
NTS

STAMP HERE FOR DEPARTMENT APPROVAL
DRAWING NAME _____ DRAWING # _____

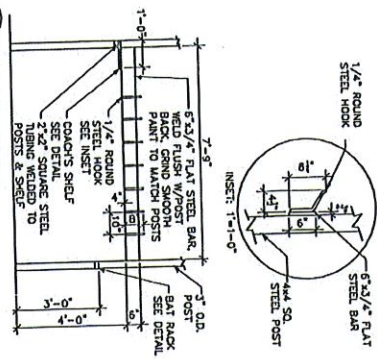
REVISIONS	DATE

DETAILS FOR
CENTRAL CITY - SOFTBALL FIELD 7
150 WILLIE SMOKIE GLOVER DRIVE
MACON, BIBB COUNTY, GEORGIA
LAND LOT (S) N/A N/A LAND DISTRICT

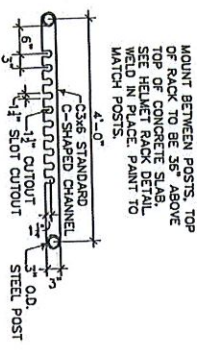
Widner & Associates, Inc.
P.O. Box 103 Lakeland, Georgia 31808
P.L. # 1475 748-8013 www.widner.com



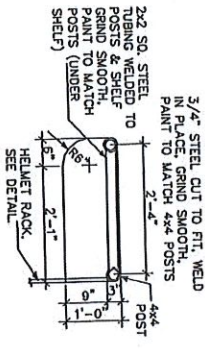
4 HELMET BACK
1/2" = 1'-0"



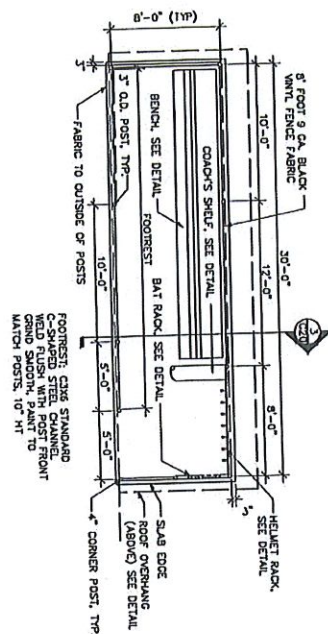
5 BAT BACK - PLAN
1\"/>



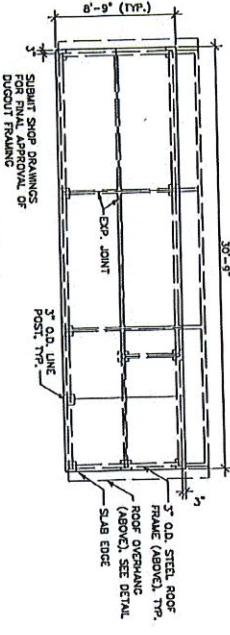
6 COACH'S SHELF - PLAN
1\"/>



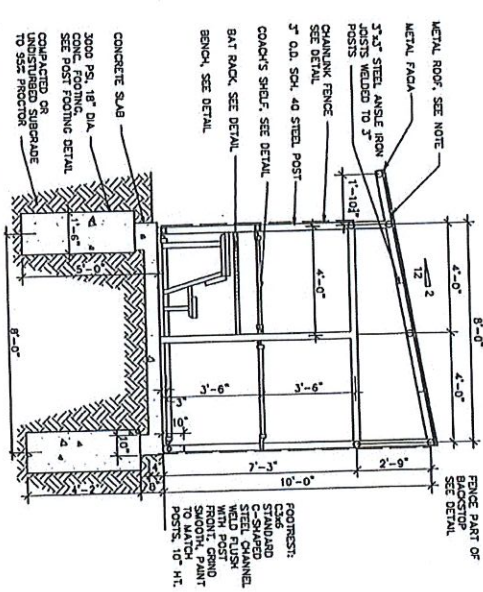
2 DUGOUT LAYOUT
1/2\"/>



1 DUGOUT SLAB - PLAN VIEW
1/2\"/>



3 DUGOUT SLAB - PLAN VIEW
1/2\"/>



ROOFING NOTE: MIGHTY-BITE 26 GA. CORRUGATED METAL ROOFING PANEL BY FABRAL, DISTINGUISHED BY ORION ASSOCIATES, BIRMINGHAM, ALABAMA, IS THE ONLY SYSTEM RECOMMENDED BY THE MANUFACTURER FOR THIS APPLICATION. SEE DETAIL FOR FASTENERS AND INSTALLATION. ALL COMPONENTS PER MANUFACTURER'S RECOMMENDATIONS.

- NOTES:
1. ALL POSTS SHALL BE EQUIPPED WITH DIVERGE LINE POST CAPS OR STANDARD CAPS TO KEEP MOISTURE OUT OF POSTS. SEE DETAIL.
 2. ALL FENCING SHALL BE BLACK VINYL COATED, KNUCKLED AT TOP AND BOTTOM.
 3. CHAINLINK FENCE SHALL BE 42\"/>

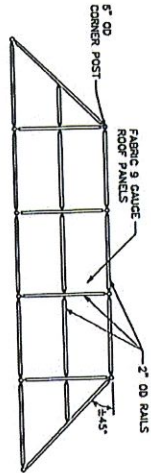
REVISIONS	DATE	BY	APPROVED
1	10/20/2012	WJ	WJ

DETAILS FOR
CENTRAL CITY - SOFTBALL FIELD 7
150 WILLIE SMOKIE GLOVER DRIVE
MACON, BIBB COUNTY, GEORGIA
LAND LOT (S) N/A

Widner & Associates, Inc.
1111 S. 10TH AVE. SUITE 200
MACON, GA 31204
TEL: 478-745-7500
FAX: 478-745-7501
WWW.WIDNER-ASSOCIATES.COM

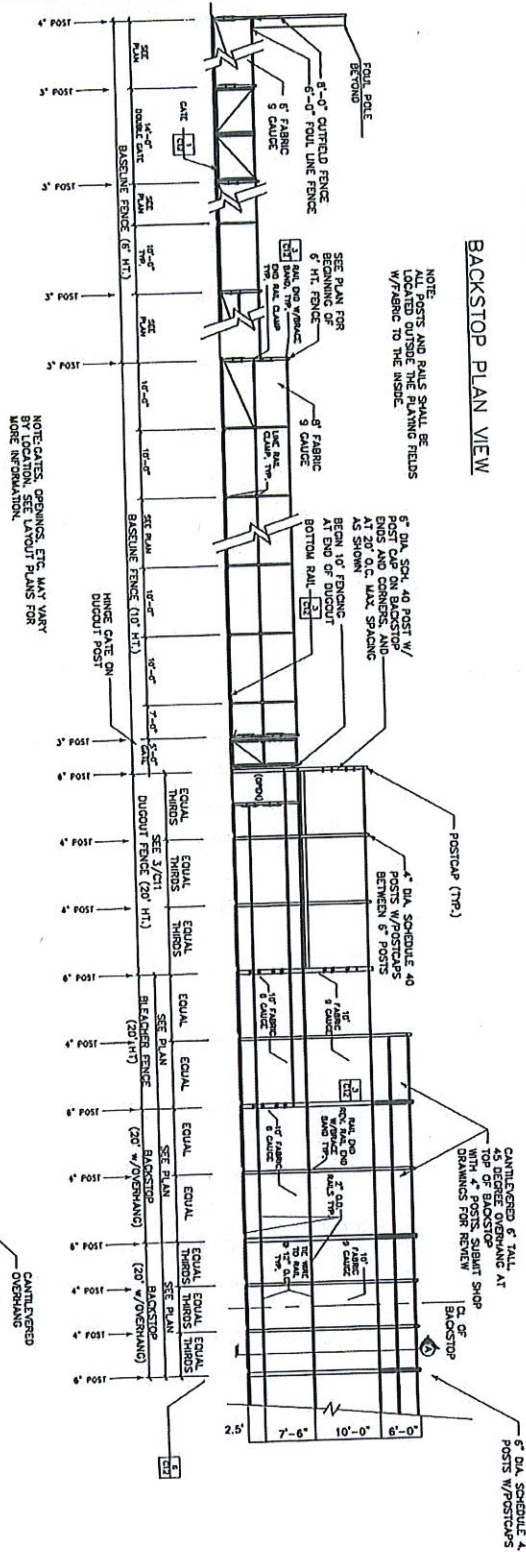


Page 129 of 302



BACKSTOP PLAN VIEW

NOTE:
ALL POSTS AND RAILS SHALL BE
LOCATED OUTSIDE THE PLAYING FIELDS
W/FABRIC TO THE INSIDE.

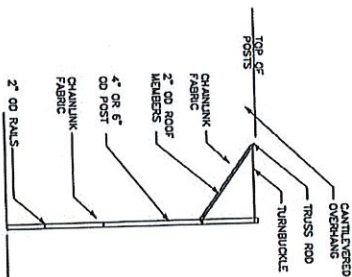


BACKSTOP AND FENCE - ELEVATION

SCALE: 1/8" = 1'-0"

- NOTES:
1. ALL POSTS AND RAILS SHALL BE LOCATED OUTSIDE THE PLAYING FIELDS W/ FABRIC TO THE INSIDE.
 2. ALL RAILS SHALL BE 1-5/8"x1/4" ROLL FORMED STEEL OR EQUIV. C TYPE RAIL POST.
 3. ALL RAILS SHALL BE 1-5/8"x1/4" ROLL FORMED STEEL OR EQUIV. C TYPE RAIL POST.
 4. ALL POSTS SHALL BE EQUIPPED WITH EITHER ONE POST CAPS OR STANDARD CAPS TO KEEP WEATHER OUT OF POST.
 5. FENCING SHALL BE KNUCKLED TOP AND BOTTOM.
 6. SET FENCING CHARTS FOR CORNER POST AND LINE POST REQUIREMENTS.
 7. CHANGES IN REQUIRED PLANS DUE TO SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNERS.
 8. REPRESENTATIVE NOTES TO BE SIGNED PANELS UNLESS NOTED OTHERWISE ON PLANS.
 9. SET STEEL TIES TO MATCH FENCING FABRIC COATING.
 10. MID-RAIL ON FENCING 6' & OVER.
 11. FENCING HT. 4' AND UNDER SHALL BE PER FOOT FENCING HT. 5' AND ABOVE 1 BAND LESS THAN HT. OF FENCE.
 12. COATED BLACK GAUGE OF VINYL COATED FABRIC REFERS TO CORN WIRE.

SECTION A

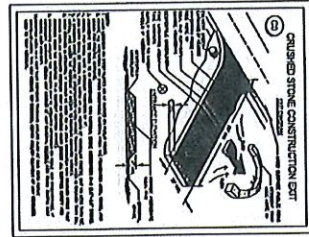


STAMP HERE FOR DEPARTMENT APPROVAL	
DESIGNER	DRAWING NAME
DATE	PROJECT #
10/24/2013	100-013
SCALE	PROJECT #
1/8" = 1'-0"	100-013

DETAILS FOR
CENTRAL CITY - SOFTBALL FIELD 7
150 WILLIE SMOKIE GLOVER DRIVE
MACON, BIBB COUNTY, GEORGIA
LAND LOT (S) N/A

Widner & Associates, Inc.
1111 S. 14TH ST. SUITE 100
MACON, GA 31204
TEL: 478-744-1000
FAX: 478-744-1001
WWW.WIDNER-ASSOCIATES.COM





MILITARY APPLICATION REQUIREMENTS			
MATERIALS	Ratio	DEPTH	
Shore to 100'	2 1/2" Shore/100'	6" to 10"	
Shore to 200'	0 to 2 1/2" Shore/200'	2" to 5"	
Shore to 300'	1/2" Shore/300'	-	
Shore to 400'	1/4" Shore/400'	-	
Shore to 500'	1/8" Shore/500'	-	
Shore to 600'	1/16" Shore/600'	-	
Shore to 700'	1/32" Shore/700'	-	
Shore to 800'	1/64" Shore/800'	-	
Shore to 900'	1/128" Shore/900'	-	
Shore to 1000'	1/256" Shore/1000'	-	
Shore to 1100'	1/512" Shore/1100'	-	
Shore to 1200'	1/1024" Shore/1200'	-	
Shore to 1300'	1/2048" Shore/1300'	-	
Shore to 1400'	1/4096" Shore/1400'	-	
Shore to 1500'	1/8192" Shore/1500'	-	
Shore to 1600'	1/16384" Shore/1600'	-	
Shore to 1700'	1/32768" Shore/1700'	-	
Shore to 1800'	1/65536" Shore/1800'	-	
Shore to 1900'	1/131072" Shore/1900'	-	
Shore to 2000'	1/262144" Shore/2000'	-	
Shore to 2100'	1/524288" Shore/2100'	-	
Shore to 2200'	1/1048576" Shore/2200'	-	
Shore to 2300'	1/2097152" Shore/2300'	-	
Shore to 2400'	1/4194304" Shore/2400'	-	
Shore to 2500'	1/8388608" Shore/2500'	-	
Shore to 2600'	1/16777216" Shore/2600'	-	
Shore to 2700'	1/33554432" Shore/2700'	-	
Shore to 2800'	1/67108864" Shore/2800'	-	
Shore to 2900'	1/134217728" Shore/2900'	-	
Shore to 3000'	1/268435456" Shore/3000'	-	
Shore to 3100'	1/536870912" Shore/3100'	-	
Shore to 3200'	1/1073741824" Shore/3200'	-	
Shore to 3300'	1/2147483648" Shore/3300'	-	
Shore to 3400'	1/4294967296" Shore/3400'	-	
Shore to 3500'	1/8589934592" Shore/3500'	-	
Shore to 3600'	1/17179869184" Shore/3600'	-	
Shore to 3700'	1/34359738368" Shore/3700'	-	
Shore to 3800'	1/68719476736" Shore/3800'	-	
Shore to 3900'	1/137438953472" Shore/3900'	-	
Shore to 4000'	1/274877906944" Shore/4000'	-	
Shore to 4100'	1/549755813888" Shore/4100'	-	
Shore to 4200'	1/1099511627776" Shore/4200'	-	
Shore to 4300'	1/2199023255552" Shore/4300'	-	
Shore to 4400'	1/4398046511104" Shore/4400'	-	
Shore to 4500'	1/8796093022208" Shore/4500'	-	
Shore to 4600'	1/17592186044416" Shore/4600'	-	
Shore to 4700'	1/35184372088832" Shore/4700'	-	
Shore to 4800'	1/70368744177664" Shore/4800'	-	
Shore to 4900'	1/140737488355328" Shore/4900'	-	
Shore to 5000'	1/281474976710656" Shore/5000'	-	
Shore to 5100'	1/562949953421312" Shore/5100'	-	
Shore to 5200'	1/1125899906842624" Shore/5200'	-	
Shore to 5300'	1/2251799813685248" Shore/5300'	-	
Shore to 5400'	1/4503599627370496" Shore/5400'	-	
Shore to 5500'	1/9007199254740992" Shore/5500'	-	
Shore to 5600'	1/18014398509481984" Shore/5600'	-	
Shore to 5700'	1/36028797018963968" Shore/5700'	-	
Shore to 5800'	1/72057594037927936" Shore/5800'	-	
Shore to 5900'	1/144115188075855872" Shore/5900'	-	
Shore to 6000'	1/288230376151711744" Shore/6000'	-	
Shore to 6100'	1/576460752303423488" Shore/6100'	-	
Shore to 6200'	1/1152921504606846976" Shore/6200'	-	
Shore to 6300'	1/2305843009213693952" Shore/6300'	-	
Shore to 6400'	1/4611686018427387904" Shore/6400'	-	
Shore to 6500'	1/9223372036854775808" Shore/6500'	-	
Shore to 6600'	1/18446744073709551616" Shore/6600'	-	
Shore to 6700'	1/36893488147419103232" Shore/6700'	-	
Shore to 6800'	1/73786976294838206464" Shore/6800'	-	
Shore to 6900'	1/147573952589676412928" Shore/6900'	-	
Shore to 7000'	1/295147905179352825856" Shore/7000'	-	
Shore to 7100'	1/590295810358705651712" Shore/7100'	-	
Shore to 7200'	1/1180591620717411303424" Shore/7200'	-	
Shore to 7300'	1/2361183241434822606848" Shore/7300'	-	
Shore to 7400'	1/4722366482869645213696" Shore/7400'	-	
Shore to 7500'	1/9444732965739290427392" Shore/7500'	-	
Shore to 7600'	1/18889465931478580854784" Shore/7600'	-	
Shore to 7700'	1/37778931862957161709568" Shore/7700'	-	
Shore to 7800'	1/75557863725914323419136" Shore/7800'	-	
Shore to 7900'	1/151115727451828646838272" Shore/7900'	-	
Shore to 8000'	1/302231454903657293676544" Shore/8000'	-	
Shore to 8100'	1/604462909807314587353088" Shore/8100'	-	
Shore to 8200'	1/1208925819614629174706176" Shore/8200'	-	
Shore to 8300'	1/2417851639229258349412352" Shore/8300'	-	
Shore to 8400'	1/4835703278458516698824704" Shore/8400'	-	
Shore to 8500'	1/9671406556917033397649408" Shore/8500'	-	
Shore to 8600'	1/19342813113834066795298816" Shore/8600'	-	
Shore to 8700'	1/38685626227668133590597632" Shore/8700'	-	
Shore to 8800'	1/77371252455336267181195264" Shore/8800'	-	
Shore to 8900'	1/154742504910672534362390528" Shore/8900'	-	
Shore to 9000'	1/309485009821345068724781056" Shore/9000'	-	
Shore to 9100'	1/618970019642690137449562112" Shore/9100'	-	
Shore to 9200'	1/1237940039285380274899124224" Shore/9200'	-	
Shore to 9300'	1/2475880078570760549798248448" Shore/9300'	-	
Shore to 9400'	1/4951760157141521099596496896" Shore/9400'	-	
Shore to 9500'	1/9903520314283042199192993792" Shore/9500'	-	
Shore to 9600'	1/19807040628566084398385987584" Shore/9600'	-	
Shore to 9700'	1/39614081257132168796771975168" Shore/9700'	-	
Shore to 9800'	1/79228162514264337593543950336" Shore/9800'	-	
Shore to 9900'	1/158456325028528675187087900672" Shore/9900'	-	
Shore to 10000'	1/316912650057057350374175801344" Shore/10000'	-	

AREA	SEEDING RATE (lb/1000 sq ft)
1. 1/2"	100
2. 1/4"	50
3. 1/8"	25
4. 1/16"	12 1/2
5. 1/32"	6 1/4
6. 1/64"	3 1/8
7. 1/128"	1 5/8
8. 1/256"	7/8
9. 1/512"	3/4
10. 1/1024"	3/8
11. 1/2048"	3/16
12. 1/4096"	3/32
13. 1/8192"	3/64
14. 1/16384"	3/128
15. 1/32768"	3/256
16. 1/65536"	3/512
17. 1/131072"	3/1024
18. 1/262144"	3/2048
19. 1/524288"	3/4096
20. 1/1048576"	3/8192
21. 1/2097152"	3/16384
22. 1/4194304"	3/32768
23. 1/8388608"	3/65536
24. 1/16777216"	3/131072
25. 1/33554432"	3/262144
26. 1/67108864"	3/524288
27. 1/134217728"	3/1048576
28. 1/268435456"	3/2097152
29. 1/536870912"	3/4194304
30. 1/1073741824"	3/8388608
31. 1/2147483648"	3/16777216
32. 1/4294967296"	3/33554432
33. 1/8589934592"	3/67108864
34. 1/17179869184"	3/134217728
35. 1/34359738368"	3/268435456
36. 1/68719476736"	3/536870912
37. 1/137438953472"	3/1073741824
38. 1/274877906944"	3/2147483648
39. 1/549755813888"	3/4294967296
40. 1/1099511627776"	3/8589934592
41. 1/2199023255552"	3/17179869184
42. 1/4398046511104"	3/34359738368
43. 1/8796093022208"	3/68719476736
44. 1/17592186044416"	3/137438953472
45. 1/35184372088832"	3/274877906944
46. 1/70368744177664"	3/549755813888
47. 1/140737488355328"	3/1099511627776
48. 1/281474976710656"	3/2199023255552
49. 1/562949953421312"	3/4398046511104
50. 1/1125899906842624"	3/8796093022208
51. 1/2251799813685248"	3/17592186044416
52. 1/4503599627370496"	3/35184372088832
53. 1/9007199254740992"	3/70368744177664
54. 1/18014398509481984"	3/140737488355328
55. 1/36028797018963968"	3/281474976710656
56. 1/72057594037927936"	3/562949953421312
57. 1/144115188075855872"	3/1125899906842624
58. 1/288230376151711744"	3/2251799813685248
59. 1/576460752303423488"	3/4503599627370496
60. 1/1152921504606846976"	3/9007199254740992
61. 1/2305843009213693952"	3/18014398509481984
62. 1/4611686018427387904"	3/36028797018963968
63. 1/9223372036854775808"	3/72057594037927936
64. 1/18446744073709551616"	3/144115188075855872
65. 1/36893488147419103232"	3/288230376151711744
66. 1/73786976294838206464"	3/576460752303423488
67. 1/147573952589676412928"	3/1152921504606846976
68. 1/295147905179352825856"	3/2305843009213693952
69. 1/590295810358705651712"	3/4611686018427387904
70. 1/1180591620717411303424"	3/9223372036854775808
71. 1/2361183241434822606848"	3/18446744073709551616
72. 1/4722366482869645213696"	3/36893488147419103232
73. 1/9444732965739290427392"	3/73786976294838206464
74. 1/18889465931478580854784"	3/147573952589676412928
75. 1/37778931862957161709568"	3/295147905179352825856
76. 1/75557863725914323419136"	3/590295810358705651712
77. 1/151115727451828646838272"	3/1180591620717411303424
78. 1/302231454903657293676544"	3/2361183241434822606848
79. 1/604462909807314587353088"	3/4722366482869645213696
80. 1/1208925819614629174706176"	3/9444732965739290427392
81. 1/2417851639229258349412352"	3/18889465931478580854784
82. 1/4835703278458516698824704"	3/37778931862957161709568
83. 1/9671406556917033397649408"	3/75557863725914323419136
84. 1/19342813113834066795298816"	3/151115727451828646838272
85. 1/38685626227668133590597632"	3/302231454903657293676544
86. 1/77371252455336267181195264"	3/604462909807314587353088
87. 1/154742504910672534362390528"	3/1208925819614629174706176
88. 1/309485009821345068724781056"	3/2417851639229258349412352
89. 1/618970019642690137449562112"	3/4835703278458516698824704
90. 1/1237940039285380274899124224"	3/9671406556917033397649408
91. 1/2475880078570760549798248448"	3/19342813113834066795298816
92. 1/4951760157141521099596496896"	3/38685626227668133590597632
93. 1/9903520314283042199192993792"	3/77371252455336267181195264
94. 1/19807040628566084398385987584"	3/154742504910672534362390528
95. 1/39614081257132168796771975168"	3/309485009821345068724781056
96. 1/79228162514264337593543950336"	3/618970019642690137449562112
97. 1/158456325028528675187087900672"	3/1237940039285380274899124224
98. 1/316912650057057350374175801344"	3/2475880078570760549798248448
99. 1/633825300114114700748351602688"	3/4951760157141521099596496896
100. 1/1267650600228229401496703205376"	3/9903520314283042199192993792
101. 1/2535301200456458802993406410752"	3/19807040628566084398385987584
102. 1/5070602400912917605986812821504"	3/39614081257132168796771975168
103. 1/10141204801825835211973625643008"	3/79228162514264337593543950336
104. 1/20282409603651670423947251286016"	3/158456325028528675187087900672
105. 1/40564819207303340847894502572032"	3/316912650057057350374175801344
106. 1/81129638414606681695789005144064"	3/633825300114114700748351602688
107. 1/162259276829213363391578010288128"	3/1267650600228229401496703205376
108. 1/324518553658426726783156020576256"	3/2535301200456458802993406410752
109. 1/649037107316853453566312041152512"	3/5070602400912917605986812821504
110. 1/1298074214633706907132624082305024"	3/10141204801825835211973625643008
111. 1/2596148429267413814265248164610048"	3/20282409603651670423947251286016
112. 1/5192296858534827628530496329220096"	3/40564819207303340847894502572032
113. 1/10384593717069655257060992658440192"	3/81129638414606681695789005144064
114. 1/20769187434139310514121985316880384"	3/162259276829213363391578010288128
115. 1/41538374868278621028243970633760768"	3/324518553658426726783156020576256
116. 1/83076749736557242056487941267521536"	3/649037107316853453566312041152512
117. 1/166153499473114484112975882535043072"	3/1298074214633706907132624082305024
118. 1/332306998946228968225951765070086144"	3/2596148429267413814265248164610048
119. 1/664613997892457936451903530140172288"	3/5192296858534827628530496329220096
120. 1/1329227995784915872903807060280344576"	3/10384593717069655257060992658440192
121. 1/2658455991569831745807614120560689152"	3/20769187434139310514121985316880384
122. 1/5316911983139663491615228241121378304"	3/41538374868278621028243970633760768
123. 1/10633823966279326983230456482242756608"	3/83076749736557242056487941267521536
124. 1/21267647932558653966460912964485513216"	3/166153499473114484112975882535043072
125. 1/42535295865117307932921825928971026432"	3/332306998946228968225951765070086144
126. 1/85070591730234615865843651857942052864"	3/664613997892457936451903530140172288
127. 1/170141183460469231731687303715884105728"	3/1329227995784915872903807060280344576
128. 1/340282366920938463463374607431768211456"	3/2658455991569831745807614120560689152
129. 1/680564733841876926926749214863536422912"	3/5316911983139663491615228241121378304
130. 1/1361129467683753853853498429727072845824"	3/10633823966279326983230456482242756608
131. 1/2722258935367507707706996859454145691648"	3/21267647932558653966460912964485513216
132. 1/5444517870735015415413993718908291383296"	3/42535295865117307932921825928971026432
133. 1/10889035741470030830827987437816582766592"	3/85070591730234615865843651857942052864
134. 1/21778071482940061661655974875633165533184"	3/170141183460469231731687303715884105728
135. 1/43556142965880123323311949751266331066368"	3/340282366920938463463374607431768211456
136. 1/87112285931760246646623899502532662132736"	3/680564733841876926926749214863536422912
137. 1/174224571863520493293247799005065324265472"	3/1361129467683753853853498429727072845824
138. 1/348449143727040986586495598010130648530944"	3/2722258935367507707706996859454145691648
139. 1/696898287454081973172991196020261297061888"	3/5444517870735015415413993718908291383296
140. 1/1393796574908163946345982392040522594123776"	3/10889035741470030830827987437816582766592
141. 1/2787593149816327892691964784081045188247552"	3/21778071482940061661655974875633165533184
142. 1/5575186299632655785383929568162090376495104"	3/43556142965880123323311949751266331066368
143. 1/11150372599265311570767859136324180752990208"	3/87112285931760246646623899502532662132736
144. 1/22300745198530623141535718272648361505980416"	3/174224571863520493293247799005065324265472
145. 1/44601490397061246283071436545296723011960832"	3/348449143727040986586495598010130648530944
146. 1/89202980794122492566142873090593446023921664"	3/696898287454081973172991196020261297061888
147. 1/178405961588244985132285746181186892047843328"	3/1393796574908163946345982392040522594123776
148. 1/356811923176489970264571492362373784095686656"	3/27875931498530623141535718272648361505980416
149. 1/713623846352979940529142984724747568191373312"	3/5575186299632655785383929568162090376495104
150. 1/1427247692705959881058285969449495136382746624"	3/11150372599265311570767859136324180752990208
151. 1/2854495385411919762116571938898990272765493248"	3/22300745198530623141535718272648361505980416
152. 1/5708990770823839524233143877797980545530986496"	3/44601490397061246283071436545296723011960832
153. 1/11417981541647679048466287755595961091061972992"	3/89202980794122492566142873090593446023921664
154. 1/22835963083295358096932575511191922182123945984"	3/178405961588244985132285746181186892047843328
155. 1/45671926166590716193865151022383844364247891968"	3/356811923176489970264571492362373784095686656
156. 1/91343852333181432387730302044767688728495783936"	3/713623846352979940529142984724747568191373312
157. 1/182687704666362864775460604089535377456991567872"	3/1427247692705959881058285969449495136382746624
158. 1/365375409332725729550921208179070754913983135744"	3/2854495385411919762116571938898990272765493248
159. 1/730750818665451459101842416358141509827966271488"	3/5708990770823839524233143877797980545530986496
160. 1/1461501637330902918203684832716283019655932542976"	3/11417981541647679048466287755595961091061972992
161. 1/2923003274661805836407369665432566039311865085952"	3/22835963083295358096932575511191922182123945984
162. 1/5846006549323611672814739330865132078623730171904"	3/45671926166590716193865151022383844364247891968
163. 1/11692013098647223345629478661730264157247460343808"	3/91343852333181432387730302044767688728495783936</

D-2 CRUSHED STONE CONSTRUCTION DETAIL

SEEDING RATES FOR PERMANENT SEEDING

AREA	SEEDING RATE (lb/1000 sq ft)
1. 1/2"	

SEEDING RATES FOR PERMANENT SEEDING

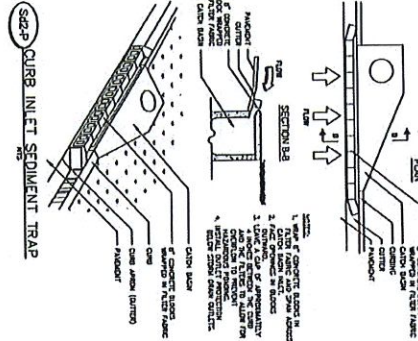
AREA	SEEDING RATE (lb/1000 sq ft)
1. 1/2"	

SEEDING RATES FOR PERMANENT SEEDING

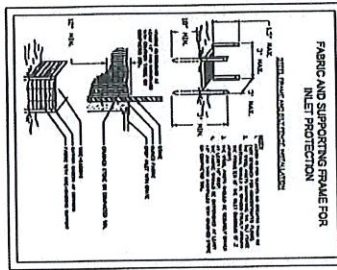
AREA	SEEDING RATE (lb/1000 sq ft)
1. 1/2"	

SEEDING RATES FOR PERMANENT SEEDING

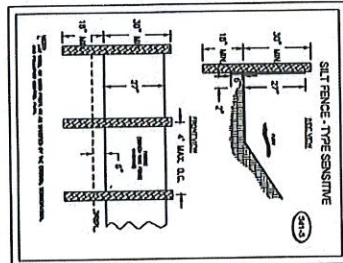
AREA	SEEDING RATE (lb/1000 sq ft)
1. 1/2"	1.00
2. 3/4"	1.00
3. 1/2"	1.00
4. 3/4"	1.00
5. 1/2"	1.00
6. 3/4"	1.00
7. 1/2"	1.00
8. 3/4"	1.00
9. 1/2"	1.00
10. 3/4"	1.00
11. 1/2"	1.00
12. 3/4"	1.00
13. 1/2"	1.00
14. 3/4"	1.00
15. 1/2"	1.00
16. 3/4"	1.00
17. 1/2"	1.00
18. 3/4"	1.00
19. 1/2"	1.00
20. 3/4"	1.00
21. 1/2"	1.00
22. 3/4"	1.00
23. 1/2"	1.00
24. 3/4"	1.00
25. 1/2"	1.00
26. 3/4"	1.00
27. 1/2"	1.00
28. 3/4"	1.00
29. 1/2"	1.00
30. 3/4"	1.00
31. 1/2"	1.00
32. 3/4"	1.00
33. 1/2"	1.00
34. 3/4"	1.00
35. 1/2"	1.00
36. 3/4"	1.00
37. 1/2"	1.00
38. 3/4"	1.00
39. 1/2"	1.00
40. 3/4"	1.00
41. 1/2"	1.00
42. 3/4"	1.00
43. 1/2"	1.00
44. 3/4"	1.00
45. 1/2"	1.00
46. 3/4"	1.00
47. 1/2"	1.00
48. 3/4"	1.00
49. 1/2"	1.00
50. 3/4"	1.00
51. 1/2"	1.00
52. 3/4"	1.00
53. 1/2"	1.00
54. 3/4"	1.00
55. 1/2"	1.00
56. 3/4"	1.00
57. 1/2"	1.00
58. 3/4"	1.00
59. 1/2"	1.00
60. 3/4"	1.00
61. 1/2"	1.00
62. 3/4"	1.00
63. 1/2"	1.00
64. 3/4"	1.00
65. 1/2"	1.00
66. 3/4"	1.00
67. 1/2"	1.00
68. 3/4"	1.00
69. 1/2"	1.00
70. 3/4"	1.00
71. 1/2"	1.00
72. 3/4"	1.00
73. 1/2"	1.00
74. 3/4"	1.00
75. 1/2"	1.00
76. 3/4"	1.00
77. 1/2"	1.00
78. 3/4"	1.00
79. 1/2"	1.00
80. 3/4"	1.00
81. 1/2"	1.00
82. 3/4"	1.00
83. 1/2"	1.00
84. 3/4"	1.00
85. 1/2"	1.00
86. 3/4"	1.00
87. 1/2"	1.00
88. 3/4"	1.00
89. 1/2"	1.00
90. 3/4"	1.00
91. 1/2"	1.00
92. 3/4"	1.00
93. 1/2"	1.00
94. 3/4"	1.00
95. 1/2"	1.00
96. 3/4"	1.00
97. 1/2"	1.00
98. 3/4"	1.00
99. 1/2"	1.00
100. 3/4"	1.00



Sd2 CURB INLET SEDIMENT TRAP



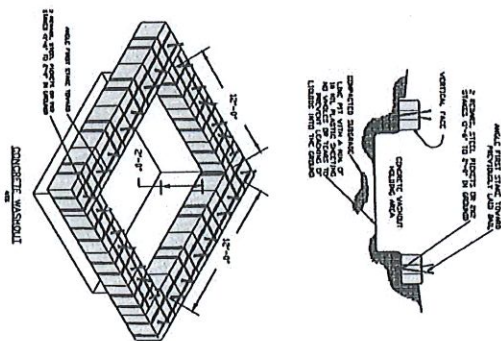
Sd2 CURB INLET SEDIMENT TRAP



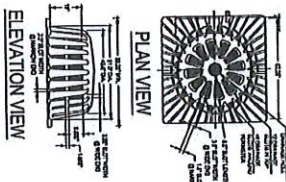
CONSTRUCTION SCHEDULE

NO.	DESCRIPTION	DATE
1	1. 1/2\"/>	1/1/13
2	2. 1/2\"/>	1/1/13
3	3. 1/2\"/>	1/1/13
4	4. 1/2\"/>	1/1/13
5	5. 1/2\"/>	1/1/13
6	6. 1/2\"/>	1/1/13
7	7. 1/2\"/>	1/1/13
8	8. 1/2\"/>	1/1/13
9	9. 1/2\"/>	1/1/13
10	10. 1/2\"/>	1/1/13
11	11. 1/2\"/>	1/1/13
12	12. 1/2\"/>	1/1/13
13	13. 1/2\"/>	1/1/13
14	14. 1/2\"/>	1/1/13
15	15. 1/2\"/>	1/1/13
16	16. 1/2\"/>	1/1/13
17	17. 1/2\"/>	1/1/13
18	18. 1/2\"/>	1/1/13
19	19. 1/2\"/>	1/1/13
20	20. 1/2\"/>	1/1/13
21	21. 1/2\"/>	1/1/13
22	22. 1/2\"/>	1/1/13
23	23. 1/2\"/>	1/1/13
24	24. 1/2\"/>	1/1/13
25	25. 1/2\"/>	1/1/13
26	26. 1/2\"/>	1/1/13
27	27. 1/2\"/>	1/1/13
28	28. 1/2\"/>	1/1/13
29	29. 1/2\"/>	1/1/13
30	30. 1/2\"/>	1/1/13
31	31. 1/2\"/>	1/1/13
32	32. 1/2\"/>	1/1/13
33	33. 1/2\"/>	1/1/13
34	34. 1/2\"/>	1/1/13
35	35. 1/2\"/>	1/1/13
36	36. 1/2\"/>	1/1/13
37	37. 1/2\"/>	1/1/13
38	38. 1/2\"/>	1/1/13
39	39. 1/2\"/>	1/1/13
40	40. 1/2\"/>	1/1/13
41	41. 1/2\"/>	1/1/13
42	42. 1/2\"/>	1/1/13
43	43. 1/2\"/>	1/1/13
44	44. 1/2\"/>	1/1/13
45	45. 1/2\"/>	1/1/13
46	46. 1/2\"/>	1/1/13
47	47. 1/2\"/>	1/1/13
48	48. 1/2\"/>	1/1/13
49	49. 1/2\"/>	1/1/13
50	50. 1/2\"/>	1/1/13
51	51. 1/2\"/>	1/1/13
52	52. 1/2\"/>	1/1/13
53	53. 1/2\"/>	1/1/13
54	54. 1/2\"/>	1/1/13
55	55. 1/2\"/>	1/1/13
56	56. 1/2\"/>	1/1/13
57	57. 1/2\"/>	1/1/13
58	58. 1/2\"/>	1/1/13
59	59. 1/2\"/>	1/1/13
60	60. 1/2\"/>	1/1/13
61	61. 1/2\"/>	1/1/13
62	62. 1/2\"/>	1/1/13
63	63. 1/2\"/>	1/1/13
64	64. 1/2\"/>	1/1/13
65	65. 1/2\"/>	1/1/13
66	66. 1/2\"/>	1/1/13
67	67. 1/2\"/>	1/1/13
68	68. 1/2\"/>	1/1/13
69	69. 1/2\"/>	1/1/13
70	70. 1/2\"/>	1/1/13
71	71. 1/2\"/>	1/1/13
72	72. 1/2\"/>	1/1/13
73	73. 1/2\"/>	1/1/13
74	74. 1/2\"/>	1/1/13
75	75. 1/2\"/>	1/1/13
76	76. 1/2\"/>	1/1/13
77	77. 1/2\"/>	1/1/13
78	78. 1/2\"/>	1/1/13
79	79. 1/2\"/>	1/1/13
80	80. 1/2\"/>	1/1/13
81	81. 1/2\"/>	1/1/13
82	82. 1/2\"/>	1/1/13
83	83. 1/2\"/>	1/1/13
84	84. 1/2\"/>	1/1/13
85	85. 1/2\"/>	1/1/13
86	86. 1/2\"/>	1/1/13
87	87. 1/2\"/>	1/1/13
88	88. 1/2\"/>	1/1/13
89	89. 1/2\"/>	1/1/13
90	90. 1/2\"/>	1/1/13
91	91. 1/2\"/>	1/1/13
92	92. 1/2\"/>	1/1/13
93	93. 1/2\"/>	1/1/13
94	94. 1/2\"/>	1/1/13
95	95. 1/2\"/>	1/1/13
96	96. 1/2\"/>	1/1/13
97	97. 1/2\"/>	1/1/13
98	98. 1/2\"/>	1/1/13
99	99. 1/2\"/>	1/1/13
100	100. 1/2\"/>	1/1/13

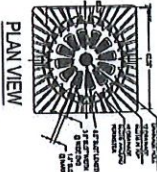
Sd2 CURB INLET SEDIMENT TRAP



Sd2 CURB INLET SEDIMENT TRAP (ALTERNATIVE)



Sd2 CURB INLET SEDIMENT TRAP (ALTERNATIVE)



Sd2 CURB INLET SEDIMENT TRAP (ALTERNATIVE)

SEEDING RATES FOR PERMANENT SEEDING

AREA	SEEDING RATE (lb/1000 sq ft)
1. 1/2\"/>	1.0
2. 1/2\"/>	1.0
3. 1/2\"/>	1.0
4. 1/2\"/>	1.0
5. 1/2\"/>	1.0
6. 1/2\"/>	1.0
7. 1/2\"/>	1.0
8. 1/2\"/>	1.0
9. 1/2\"/>	1.0
10. 1/2\"/>	1.0
11. 1/2\"/>	1.0
12. 1/2\"/>	1.0
13. 1/2\"/>	1.0
14. 1/2\"/>	1.0
15. 1/2\"/>	1.0
16. 1/2\"/>	1.0
17. 1/2\"/>	1.0
18. 1/2\"/>	1.0
19. 1/2\"/>	1.0
20. 1/2\"/>	1.0
21. 1/2\"/>	1.0
22. 1/2\"/>	1.0
23. 1/2\"/>	1.0
24. 1/2\"/>	1.0
25. 1/2\"/>	1.0
26. 1/2\"/>	1.0
27. 1/2\"/>	1.0
28. 1/2\"/>	1.0
29. 1/2\"/>	1.0
30. 1/2\"/>	1.0
31. 1/2\"/>	1.0
32. 1/2\"/>	1.0
33. 1/2\"/>	1.0
34. 1/2\"/>	1.0
35. 1/2\"/>	1.0
36. 1/2\"/>	1.0
37. 1/2\"/>	1.0
38. 1/2\"/>	1.0
39. 1/2\"/>	1.0
40. 1/2\"/>	1.0
41. 1/2\"/>	1.0
42. 1/2\"/>	1.0
43. 1/2\"/>	1.0
44. 1/2\"/>	1.0
45. 1/2\"/>	1.0
46. 1/2\"/>	1.0
47. 1/2\"/>	1.0
48. 1/2\"/>	1.0
49. 1/2\"/>	1.0
50. 1/2\"/>	1.0
51. 1/2\"/>	1.0
52. 1/2\"/>	1.0
53. 1/2\"/>	1.0
54. 1/2\"/>	1.0
55. 1/2\"/>	1.0
56. 1/2\"/>	1.0
57. 1/2\"/>	1.0
58. 1/2\"/>	1.0
59. 1/2\"/>	1.0
60. 1/2\"/>	1.0
61. 1/2\"/>	1.0
62. 1/2\"/>	1.0
63. 1/2\"/>	1.0
64. 1/2\"/>	1.0
65. 1/2\"/>	1.0
66. 1/2\"/>	1.0
67. 1/2\"/>	1.0
68. 1/2\"/>	1.0
69. 1/2\"/>	1.0
70. 1/2\"/>	1.0
71. 1/2\"/>	1.0
72. 1/2\"/>	1.0
73. 1/2\"/>	1.0
74. 1/2\"/>	1.0
75. 1/2\"/>	1.0
76. 1/2\"/>	1.0
77. 1/2\"/>	1.0
78. 1/2\"/>	1.0
79. 1/2\"/>	1.0
80. 1/2\"/>	1.0
81. 1/2\"/>	1.0
82. 1/2\"/>	1.0
83. 1/2\"/>	1.0
84. 1/2\"/>	1.0
85. 1/2\"/>	1.0
86. 1/2\"/>	1.0
87. 1/2\"/>	1.0
88. 1/2\"/>	1.0
89. 1/2\"/>	1.0
90. 1/2\"/>	1.0
91. 1/2\"/>	1.0
92. 1/2\"/>	1.0
93. 1/2\"/>	1.0
94. 1/2\"/>	1.0
95. 1/2\"/>	1.0
96. 1/2\"/>	1.0
97. 1/2\"/>	1.0
98. 1/2\"/>	1.0
99. 1/2\"/>	1.0
100. 1/2\"/>	1.0

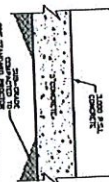
STAMP HERE FOR DEPARTMENT APPROVAL
DRAWING NAME: _____
DRAWING NO: _____
DATE: _____
BY: _____
CHECKED BY: _____
APPROVED BY: _____

DETAILS FOR
CENTRAL CITY - SOFTBALL FIELD 7
150 WILLIE SMOKIE GLOVER DRIVE
MACON, BIBB COUNTY, GEORGIA
LAND LOT (S) N/A

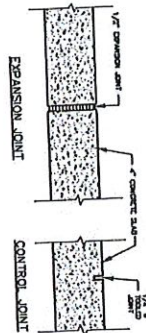
Widner & Associates, Inc.
1111 WILSON AVENUE, SUITE 100
MACON, GEORGIA 31204
TEL: 478-748-8000
FAX: 478-748-8000
WWW.WIDNER-ASSOCIATES.COM



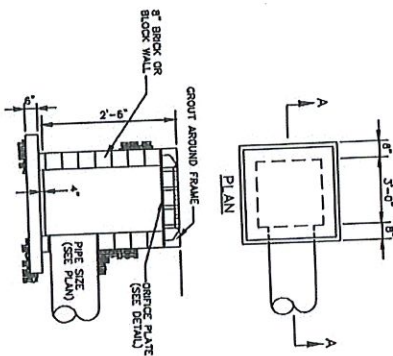
TYP. CONC. WALKWAY PAVING SECTION



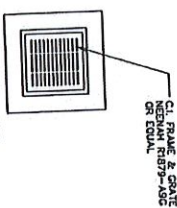
TYPICAL SIDEWALK JOINT DETAILS



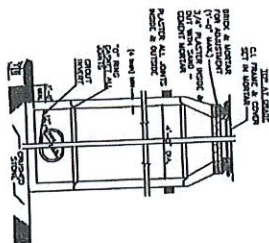
TYP. CATCH BASIN DETAIL



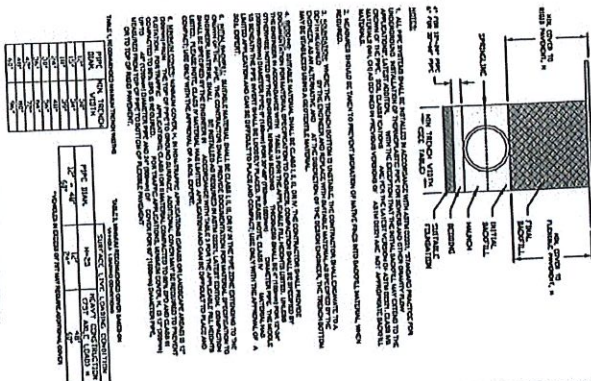
CATCH BASIN LID



PRECAST CONCRETE MANHOLE



PIPE BEDDING DETAIL



STAMP HERE FOR DEPARTMENT APPROVAL
DRAWING NAME
PROJECT F

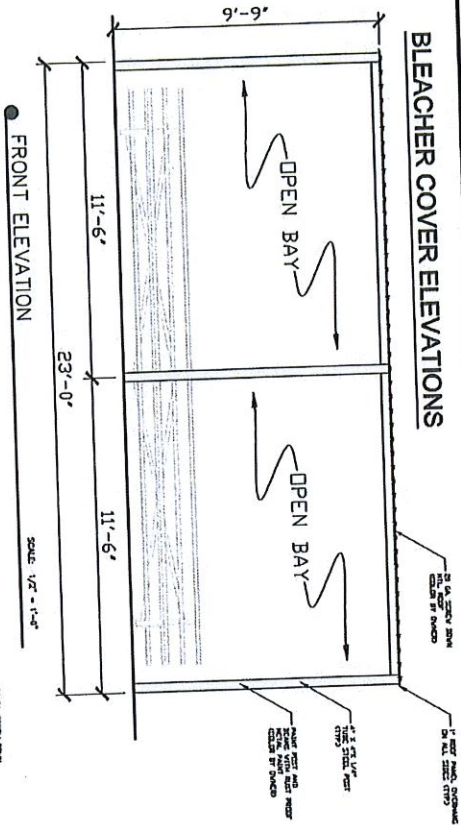
DATE: 10/15/15
DRAWN BY: C-15
CHECKED BY: N/A
PROJECT F

DETAILS FOR
CENTRAL CITY - SOFTBALL FIELD 7
150 WILLIE SMOKIE GLOVER DRIVE
MACON, BIBB COUNTY, GEORGIA
LAND LOT (S) N/A

Widner & Associates, Inc.
P.O. BOX 100, MACON, GEORGIA 31203
TEL: 478-744-8000 FAX: 478-744-8001

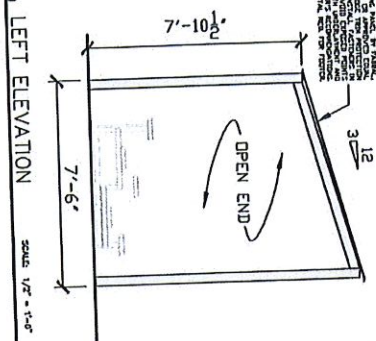
35
L.A. 35000000
SHEET 7 OF 10

BLEACHER COVER ELEVATIONS



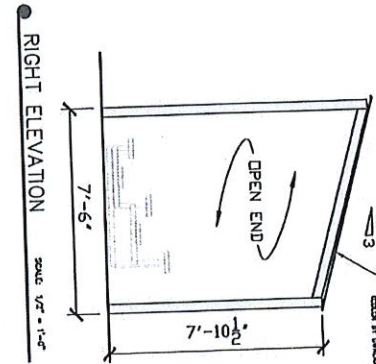
FRONT ELEVATION

SCALE: 1/2" = 1'-0"



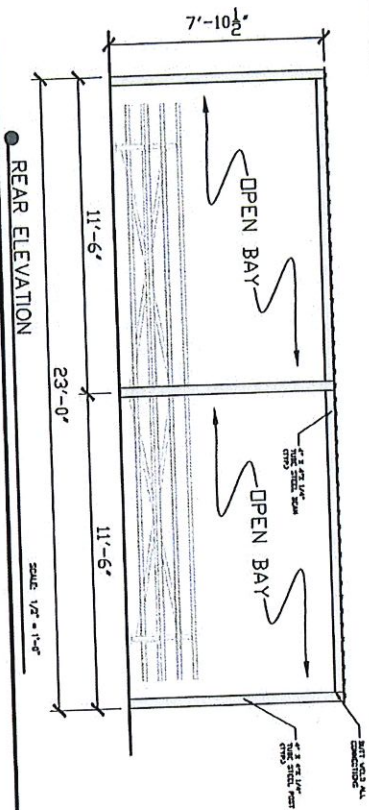
LEFT ELEVATION

SCALE: 1/2" = 1'-0"



RIGHT ELEVATION

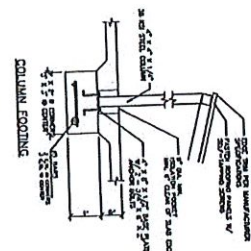
SCALE: 1/2" = 1'-0"



REAR ELEVATION

SCALE: 1/2" = 1'-0"

BLEACHER COVER SECTION

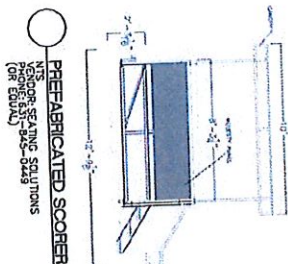


N.T.S.

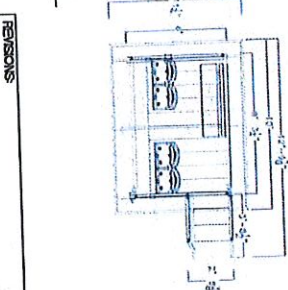
NOTES: 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE. 2. ALL MATERIALS SHALL BE OF QUALITY SUITABLE FOR OUTDOOR USE. 3. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

The chain barrier should be of simple post and chain construction. The post height should be between 32"-36" above finish grade and all posts shall have a top cap. Posts should be placed no farther than 4' apart and the chain drops between posts should be no less than 6" below the tops of posts. Each post shall be removable, for replacement in the event one becomes damaged. A shop submittal shall be provided for approval by MDC.

POST AND CHAIN BARRIER



PREFABRICATED SCORER'S BOX



REVISIONS

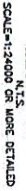
NO.	DATE	BY	REVISION
1	10/1/03	WIDNER & ASSOCIATES, INC.	ISSUED FOR PERMITTING
2	10/1/03	WIDNER & ASSOCIATES, INC.	ISSUED FOR PERMITTING
3	10/1/03	WIDNER & ASSOCIATES, INC.	ISSUED FOR PERMITTING

DETAILS FOR
CENTRAL CITY - SOFTBALL FIELD 7
150 WILLIE SMOKIE GLOVER DRIVE
MACON, BIBB COUNTY, GEORGIA
LAND LOT (S) N/A

Widner & Associates, Inc.
P.O. BOX 222 MACON, GEORGIA 31202
TEL: 478-748-2000 FAX: 478-748-2001
WWW.WIDNER-ASSOCIATES.COM



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
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

[illegible]

WIDNER & SONS
3000 10th Ave. S.W.
Seattle, Wash. 98148

NOTES FOR
CITY - SOFTBALL FIELD 7

DATE: 09/25/2009
DRAWN BY: JAP
CHECKED BY: C-DOOD
BY: TTN
PROJECT: PROJECC
SHEET: 0

**Widner &
Associates, Inc.**
P.O. BOX 1001 MACON, GEORGIA 31201
TEL (404) 746-8200

1. The purpose of this document is to provide a clear and concise description of the project and its objectives. It is intended to serve as a reference for all project team members and to ensure that everyone is working towards the same goals.

2. The project is a software development project aimed at creating a new web application. The application will be used by a large number of users and will need to be able to handle a high volume of data. The project is being developed using a modern web framework and will be hosted on a cloud platform.

3. The objectives of the project are to create a web application that is easy to use, secure, and scalable. The application will be developed in a modular fashion, allowing for future expansion and updates. The project will be completed within a set timeline and budget.

4. The project team consists of a project manager, a software developer, a quality assurance tester, and a user acceptance tester. Each team member has specific responsibilities and will work closely together to ensure the success of the project.

5. The project will be managed using a project management tool. This tool will allow the project manager to track progress, assign tasks, and communicate with team members. Regular meetings will be held to discuss the project and any issues that arise.

6. The project will be completed in three phases. The first phase will be the planning phase, where the requirements for the application will be gathered and the project plan will be created. The second phase will be the development phase, where the application will be built. The third phase will be the testing phase, where the application will be tested to ensure it meets the requirements.

7. The project will be completed by the end of the year. Once the application is launched, it will be monitored closely to ensure it is performing well and to address any issues that may arise. The project team will continue to work on the application to improve its performance and add new features as needed.

1. The project is a software development project aimed at creating a new web application. The application will be used by a large number of users and will need to be able to handle a high volume of data. The project is being developed using a modern web framework and will be hosted on a cloud platform.

2. The objectives of the project are to create a web application that is easy to use, secure, and scalable. The application will be developed in a modular fashion, allowing for future expansion and updates. The project will be completed within a set timeline and budget.

3. The project team consists of a project manager, a software developer, a quality assurance tester, and a user acceptance tester. Each team member has specific responsibilities and will work closely together to ensure the success of the project.

4. The project will be managed using a project management tool. This tool will allow the project manager to track progress, assign tasks, and communicate with team members. Regular meetings will be held to discuss the project and any issues that arise.

5. The project will be completed in three phases. The first phase will be the planning phase, where the requirements for the application will be gathered and the project plan will be created. The second phase will be the development phase, where the application will be built. The third phase will be the testing phase, where the application will be tested to ensure it meets the requirements.

6. The project will be completed by the end of the year. Once the application is launched, it will be monitored closely to ensure it is performing well and to address any issues that may arise. The project team will continue to work on the application to improve its performance and add new features as needed.

1. The project is a software development project aimed at creating a new web application. The application will be used by a large number of users and will need to be able to handle a high volume of data. The project is being developed using a modern web framework and will be hosted on a cloud platform.

2. The objectives of the project are to create a web application that is easy to use, secure, and scalable. The application will be developed in a modular fashion, allowing for future expansion and updates. The project will be completed within a set timeline and budget.

3. The project team consists of a project manager, a software developer, a quality assurance tester, and a user acceptance tester. Each team member has specific responsibilities and will work closely together to ensure the success of the project.

4. The project will be managed using a project management tool. This tool will allow the project manager to track progress, assign tasks, and communicate with team members. Regular meetings will be held to discuss the project and any issues that arise.

5. The project will be completed in three phases. The first phase will be the planning phase, where the requirements for the application will be gathered and the project plan will be created. The second phase will be the development phase, where the application will be built. The third phase will be the testing phase, where the application will be tested to ensure it meets the requirements.

6. The project will be completed by the end of the year. Once the application is launched, it will be monitored closely to ensure it is performing well and to address any issues that may arise. The project team will continue to work on the application to improve its performance and add new features as needed.

1. The project is a software development project aimed at creating a new web application. The application will be used by a large number of users and will need to be able to handle a high volume of data. The project is being developed using a modern web framework and will be hosted on a cloud platform.

2. The objectives of the project are to create a web application that is easy to use, secure, and scalable. The application will be developed in a modular fashion, allowing for future expansion and updates. The project will be completed within a set timeline and budget.

3. The project team consists of a project manager, a software developer, a quality assurance tester, and a user acceptance tester. Each team member has specific responsibilities and will work closely together to ensure the success of the project.

4. The project will be managed using a project management tool. This tool will allow the project manager to track progress, assign tasks, and communicate with team members. Regular meetings will be held to discuss the project and any issues that arise.

5. The project will be completed in three phases. The first phase will be the planning phase, where the requirements for the application will be gathered and the project plan will be created. The second phase will be the development phase, where the application will be built. The third phase will be the testing phase, where the application will be tested to ensure it meets the requirements.

6. The project will be completed by the end of the year. Once the application is launched, it will be monitored closely to ensure it is performing well and to address any issues that may arise. The project team will continue to work on the application to improve its performance and add new features as needed.

1. The project is a software development project aimed at creating a new web application. The application will be used by a large number of users and will need to be able to handle a high volume of data. The project is being developed using a modern web framework and will be hosted on a cloud platform.

2. The objectives of the project are to create a web application that is easy to use, secure, and scalable. The application will be developed in a modular fashion, allowing for future expansion and updates. The project will be completed within a set timeline and budget.

3. The project team consists of a project manager, a software developer, a quality assurance tester, and a user acceptance tester. Each team member has specific responsibilities and will work closely together to ensure the success of the project.

4. The project will be managed using a project management tool. This tool will allow the project manager to track progress, assign tasks, and communicate with team members. Regular meetings will be held to discuss the project and any issues that arise.

5. The project will be completed in three phases. The first phase will be the planning phase, where the requirements for the application will be gathered and the project plan will be created. The second phase will be the development phase, where the application will be built. The third phase will be the testing phase, where the application will be tested to ensure it meets the requirements.

6. The project will be completed by the end of the year. Once the application is launched, it will be monitored closely to ensure it is performing well and to address any issues that may arise. The project team will continue to work on the application to improve its performance and add new features as needed.

1. The project is a software development project aimed at creating a new web application. The application will be used by a large number of users and will need to be able to handle a high volume of data. The project is being developed using a modern web framework and will be hosted on a cloud platform.

2. The objectives of the project are to create a web application that is easy to use, secure, and scalable. The application will be developed in a modular fashion, allowing for future expansion and updates. The project will be completed within a set timeline and budget.

3. The project team consists of a project manager, a software developer, a quality assurance tester, and a user acceptance tester. Each team member has specific responsibilities and will work closely together to ensure the success of the project.

4. The project will be managed using a project management tool. This tool will allow the project manager to track progress, assign tasks, and communicate with team members. Regular meetings will be held to discuss the project and any issues that arise.

5. The project will be completed in three phases. The first phase will be the planning phase, where the requirements for the application will be gathered and the project plan will be created. The second phase will be the development phase, where the application will be built. The third phase will be the testing phase, where the application will be tested to ensure it meets the requirements.

6. The project will be completed by the end of the year. Once the application is launched, it will be monitored closely to ensure it is performing well and to address any issues that may arise. The project team will continue to work on the application to improve its performance and add new features as needed.

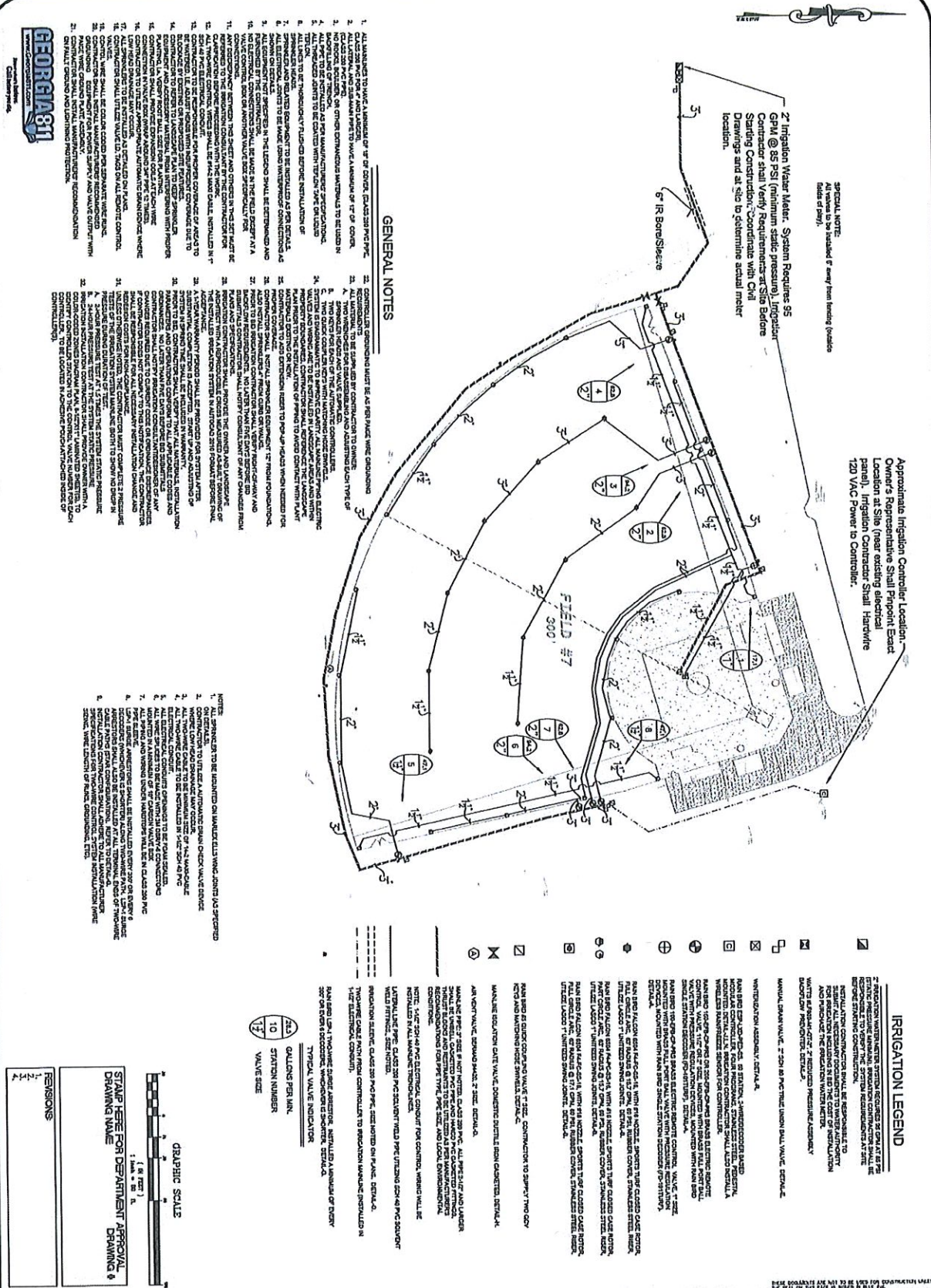
NOTES FOR
CENTRAL CITY - SOFTBALL FIELD 7
150 WILLIE SMOKIE GLOVER DRIVE
MACON, BIBB COUNTY, GEORGIA
LAND LOT (S) N/A

DATE: 9/27/23
DRAWN BY: C-18
CHECKED BY: [Signature]
DATE: 9/27/23

STAMP HERE FOR DEPARTMENT APPROVAL
DRAWING NAME: [Blank]
DRAWING NO: [Blank]

Widner & Associates, Inc.
1111 E. 7th St. Suite 100
Macon, GA 31204
Phone: 478-244-1111
Fax: 478-244-1112





1. ALL MATERIALS TO HAVE A MINIMUM OF 1/2\"/>

GENERAL NOTES

1. ALL MATERIALS TO HAVE A MINIMUM OF 1/2\"/>

IRRIGATION LEGEND

1. IRRIGATION WATER MAIN: 12\"/>



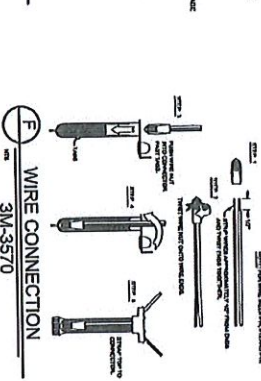
STAMP HERE FOR DEPARTMENT APPROVAL
DRAWING NAME
DRAWING #

REVISIONS	DATE	BY	DESCRIPTION
1	11/1/2011	WIDNER	ISSUED FOR PERMIT
2	11/1/2011	WIDNER	ISSUED FOR PERMIT

IRRIGATION PLAN FOR
CENTRAL CITY - SOFTBALL FIELD 7
150 WILLIE SMOKIE GLOVER DRIVE
MACON, BIBB COUNTY, GEORGIA
LAND LOT (S) N/A

Widner & Associates, Inc.
1111 N. GATEWAY BLVD., SUITE 100
MACON, GA 31206
TEL: 478-874-1111
FAX: 478-874-1112
WWW.WIDNER-ASSOCIATES.COM

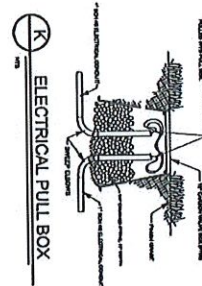
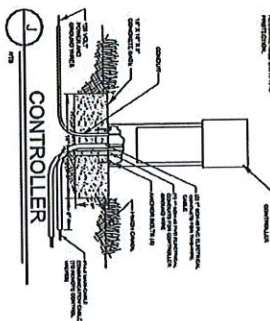
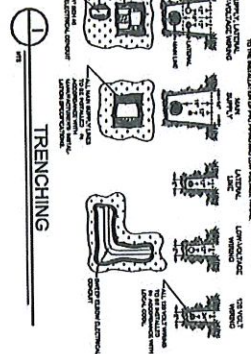
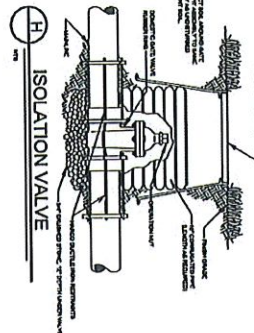
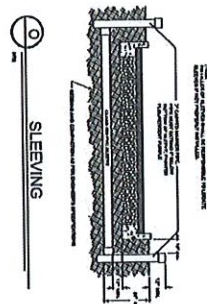
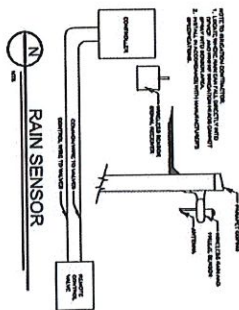
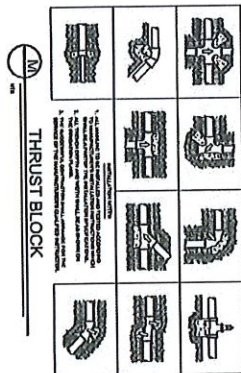
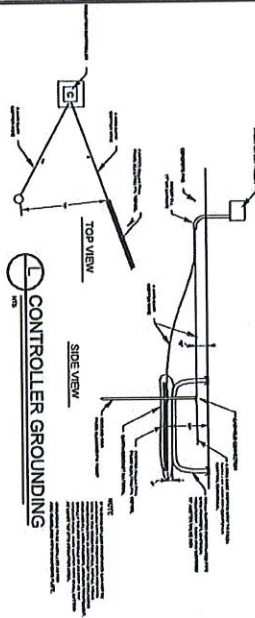
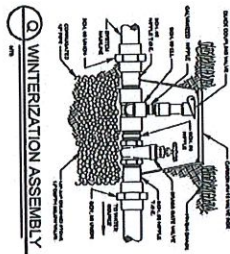
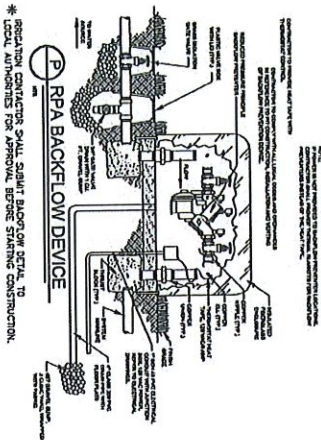




- [illegible]

[illegible]

STAMP HERE FOR DEPARTMENT APPROVAL DRAWING NAME	PERSONS
--	---------



STAMP HERE FOR DEPARTMENT APPROVAL
DRAWING NAME: _____
PROJECT # _____

REVISIONS
DATE: 09/25/2023
DRAWN BY: _____
CHECKED BY: _____
PROJECT # _____

IRRIGATION DETAILS FOR
CENTRAL CITY - SOFTBALL FIELD 7
150 WILLIE SMOKIE GLOVER DRIVE
MACON, BIBB COUNTY, GEORGIA
LAND LOT (S) N/A N/A LAND DISTRICT

Widner & Associates, Inc.
P.O. BOX 632 MACON, GEORGIA 31201
TEL: 478-743-2010 FAX: 478-743-2011
WWW.WIDNER-ASSOCIATES.COM

SEE PLAN FOR THE DISTRICT'S MAPS



2.3. EVAPORATION VALVES

1. Close-type die as usually in

2. "To be entitled to the English Channel Protocol the applicant must:

2.7 THREAT MODELS

- [illegible]

B. The Contractor shall

- [illegible]

C. All plead o-to-puncti
Instructed by the p

- D. The person and the allowed to put a seal (every-day) on the bottom pressure is applied to the system on PVC pipe.
- 23. CONTROLS AND ELECTRICAL CONNECTIONS**
- A. All electrical connections and endings to the Infrared Exhaust Cables, label clearly.
 - B. Control wires insulated (household, green, or other permanent surfaces) and be placed in sleeves.

C. What is the main idea of the passage?

- 14. FILLING AND TIGHTING**

A. After all new capital

- e. *Spillwater studies* at specific locations should be reported and a "list" of names used to identify the spillwater.
- f. *Spillwater studies* must be primarily related to the objectives:
 1. "To determine the impact of spillwater on the spawning and early life history of the salmonids." (1976)
 2. "To determine the impact of spillwater on the spawning and early life history of the salmonids." (1976)
 3. "To determine the impact of spillwater on the spawning and early life history of the salmonids." (1976)
- g. *Timing of the reports* shall be performed after completion of the studies and studies and any necessary reports shall be made to the Contracting agency to put the project in compliance with the requirements of the Contract.

C. Adjustment of the Adjustment Factor

- [illegible]

2.9 WATERFORD THE 3

- A. Contractor's responsibility to maintain the highest system for best value delivery statement. Completion of the Project.
- 27. INJECTION**
- A. Product: Injections will be made by Real Knowledge Architects (RKA). Responsibility to ensure the safety and progress of the work. Work should be to the satisfaction of the client. It may state (to be determined by Owner's representative). Review required (inserted priority) from the project file.

B. It will be the responsibility of the Substantial Company

- [illegible]

4.2. POINTS AND FEES

- 4.3. WARRANT AND GUARANTEE
- A. The Contractor shall obtain all required permits and shall pay all required fees. Any penalties imposed due to failure to obtain or obtain any permit or pay any fee shall be the responsibility of the Contractor.
- B. The Contractor shall indemnify and hold the Owner harmless from and against all claims, damages, losses, costs and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the Owner as a result of the Contractor's performance or non-performance of the Work.
- C. The Contractor shall maintain a schedule of weekly progress and a written guarantee of work and materials for a two-year period from the date of final acceptance of the Inspection System by the Owner and the Designer.
- END OF SECTION

- 7-14137

STAMP HERE FOR DEPARTMENT APPROVAL DRAWING NAME	APPROVAL DRAWING #
PERSONS	
1-1-1-1	

IRRI GATION DETAILS FOR
CENTRAL CITY - SOFTBALL FIELD 7
150 WILLIE SMOKIE GLOVER DRIVE
MACON, BIBB COUNTY, GEORGIA
LAND LOT (S) N/A N/A LAND DISTRICT

Widner & Associates, Inc.
 PH: (478) 744-2010 P.O. BOX 112 LUCON, GEORGIA 30601
 ELLU: ydner@widner-associ.com WEBSITE: www.widner-associ.com

Routing/File FormDocument Type: ☐ Contract ☐ Deed ☐ Ordinance ☒ Resolution ☐ Grant ☐ Other

(Check one of the above document types)

PURPOSE: 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 EQUIPMENT AT CAROLYN CRAYTON PARK, IN THE AMOUNT OF \$295,264.00, TO BE PAID FROM THE SPLOST 2018 FUND – RECREATION – CCP – PROPERTY LINE ITEM; 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	<u>[Signature]</u>	<u>12 / 15 / 25</u>	_____	_____/_____/____
Sr./ Ch./Cnty. Attorney	_____	_____/_____/____	_____	_____/_____/____
Grant Administrator	_____	_____/_____/____	_____	_____/_____/____
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 |
-

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 EQUIPMENT AT CAROLYN CRAYTON PARK, IN THE AMOUNT OF \$295,264.00, TO BE PAID FROM THE SPLOST 2018 FUND – RECREATION – CCP – PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Softball Field Seven at Carolyn Crayton Park is in need of upgraded lighting; and

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

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

WHEREAS, Middle Georgia Outdoor Lighting, Inc. has provided the County a proposal, attached hereto and incorporated herein as Exhibit A, in the amount of \$295,264.00 to purchase and install the required lighting; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Mayor to execute an agreement with or issue a purchase order to Middle Georgia Outdoor Lighting, Inc. for the purchase and installation of lighting equipment at Field Seven in Carolyn Crayton Park, in the amount of \$295,264.00; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with or issue a purchase order to Middle Georgia Outdoor Lighting, Inc. for the purchase and installation of lighting at Softball Field Seven in Carolyn Crayton Park, in the amount of \$295,264.00, to be paid from the SPLOST 2018 Fund – Recreation – Central City Park – Property line item, for the scope of work included in the proposal provided in Exhibit A.

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

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

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

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Middle Georgia Outdoor Lighting Inc. for Carolyn Crayton Park Lights - \$295,264.00 -12-09-25.docx

EXHIBIT A

====PROPOSAL====

MIDDLE GEORGIA OUTDOOR LIGHTING, INC.
155 Osborn Roberts Road
Macon, Ga. 31211
(478) 986-9776 Office

PROPOSAL SUBMITTED TO:
MACON-BIBB RECREATION

DATE:
OCTOBER 15, 2025

ADDRESS:

JOB NAME:
CENTRAL CITY PARK FIELD # 7

PRICE TO INCLUDE:

FURNISH EQUIPMENT AND LABOR TO OFFLOAD MUSCO LED SPORTS LIGHTING SYSTEM. MUSCO FURNISHED UNDER THIS CONTRACT WITH A 25 YEAR WARRANTY. FURNISH STORAGE CONTAINERS AND DUMPSTER. FURNISH PERMIT PER REQUIREMENTS BY COUNTY.

FURNISH EQUIPMENT AND LABOR TO REMOVE EXISTING POLES AND FIXTURES. FURNISH LABOR TO REMOVE MATERIAL FROM SITE.

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

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

FURNISH EQUIPMENT AND LABOR TO STAND POLES ON CONCRETE BASES.

FURNISH AND INSTALL CAGES AT BOTTOM OF POLES FOR SECURITY.

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

FURNISH EQUIPMENT AND LABOR TO BORE FROM SERVICE POINT TO EACH POLES LOCATION WITH CONDUIT PULLBACK. FURNISH AND INSTALL NEW COPPER WIRE. TERMINATE ALL CONNECTIONS.

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

ANY EXCAVATION OF ROCK OR DEBRIS DURING DIRECTIONAL BORING WILL BE EXTRA.

TOTAL: \$295,264.00

PROPOSAL SUBMITTED BY: DIANE WADE, PRES. DATE: 10-15-25



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 A PROFESSIONAL SERVICES AGREEMENT WITH HODGES, HARBIN, NEWBERRY & TRIBBLE, INC., IN THE AMOUNT OF \$82,895.00, FOR THE PROVISION OF ENGINEERING DESIGN SERVICES FOR SIDEWALK IMPROVEMENTS ALONG THIRD STREET BETWEEN WALNUT STREET AND PLUM STREET, PAYABLE FROM 2025 SPLOST FUNDS, ROADWORK, OTHER – PROPERTY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County and the Macon-Bibb County Urban Development Authority (“UDA”) desire to partner on improvements along Third Street between its intersection with Walnut Street and its intersection with Plum Street to improve walkability and overall curb appeal of downtown Macon; and

WHEREAS, to perform the desired improvements, a preliminary step is the engineering design to develop design drawings; and

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

WHEREAS, Hodges, Harbin, Newberry & Tribble, Inc., (HHNT) is an engineering firm maintaining an office in Macon, Georgia, with the professional qualifications and experience necessary to perform the required design services; and

WHEREAS, the SPLOST Coordinator and Urban Development Authority agree and approves of HHNT to perform these services; and

WHEREAS, Procurement concurs with this award recommendation; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to execute a professional services agreement Hodges, Harbin, Newberry & Tribble, Inc., in a total amount of \$82,895.00, for the provision of professional engineering design services, with such professional services agreement to be in a substantially similar form to the attached Exhibit A, incorporated herein by reference, with associated costs to be paid from 2025 SPLOST funds, Roadwork, Other – Property.

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

BE IT FURTHER RESOLVED 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

J:\RES MACON-BIBB\2025 Miller Authorizing Engineering with HHNT -\$82,895.00 - 12-12-25.docx

EXHIBIT A



☎ 478-743-7175

🌐 hhnt.com

📍 3920 Arkwright Road, Suite 101
Macon, GA 31210

October 30, 2025

Ms. Margaret Peth
Operations Manager
Macon-Bibb Urban Development Authority
700 Poplar Street
Macon, Georgia 31201

**Re: Proposal for Engineering Design Services
Third Street Improvements – Walnut Street to Plum Street
HHNT Project No.: 5021-012-01**

Dear Ms. Peth:

Hodges, Harbin, Newberry & Tribble, Inc. (HHNT) appreciates the opportunity to submit this proposal to the Macon-Bibb Urban Development Authority (UDA) for engineering services associated with designing improvements along Third Street from its intersection at Walnut Street to its intersection with Plum Street. Listed below are the limited scope of services, our estimated schedule, and our estimated fees for this project.

Please review and, if approved, execute this Proposal Letter and accompanying Proposal Acceptance Sheet in order to place HHNT under contract to perform these services on a time, material, and expense basis in accordance with our 2026 standard hourly rates. Once you execute the Proposal Acceptance Sheet and letter, please return an electronic or hard copy to our office, whichever is more convenient.

Scope of Services

Based on the description of the proposed improvements provided to HHNT by the UDA, the design is for approximately 2,300 linear feet of sidewalk, driving lane, and parking area improvements along Third Street from Walnut Street to Plum Street. It is proposed to reduce the travel lanes from two (2) lanes in each direction to one (1) lane in each direction. In order to do this, the sidewalks on both sides of the street will be extended and the current parking layout will also be shifted to remove one of the travel lanes. No adjustments are proposed to be made to the median or park areas of Third Street. HHNT will use this design concept as well as the information provided in the topographic survey, prepared by others, to complete our design. It is our understanding that the surveying information will include utility locate, existing stormwater infrastructure, and right-of-way data. HHNT's design will utilize the existing stormwater system and if relocations or retrofitting is required, Macon-Bibb County Engineering will provide design assistance.

Ms. Margaret Peth

October 30, 2025

Page 2 of 4

=====

Task 1- Conceptual Layout

As an initial step, HHNT will prepare a conceptual layout for the UDA to review prior to moving into the detailed engineering design. This initial conceptual layout will show the linework for the relocated parking areas, the new single travel lane layouts, the extended sidewalks, proposed pavement striping/markings, and intersection adjustments. Based on our discussions, the improvements will begin at the existing edge of sidewalk and project into the roadway. No improvements are proposed beyond the limits of the existing edge of sidewalk, in the direction of the existing buildings. Additionally, no improvements are proposed to be designed in association with the median / park areas. HHNT anticipates adjusting this conceptual layout up to two (2) times based on comments provided by the UDA prior to beginning the detailed engineering design.

Task 2- Detailed Engineering Design

Once the Conceptual Layout is agreed upon by the UDA, HHNT will begin to work on the detailed engineering design. The detailed design will take the design concepts and incorporate them with the existing conditions/elevations and the existing stormwater infrastructure to produce the overall desired roadway reduction and improvements. The detailed design will attempt to maintain existing elevations and not propose significant regrading throughout the project. Ideally the proposed parking areas, and proposed sidewalk extensions will be designed to be constructed directly on top of the existing conditions. The detailed design will continue to provide access at all existing driveways, intersections, and access points. All sidewalk transitions at intersections will be designed to maintain handicap access. Additionally, the storm water management design will attempt to utilize the existing storm water infrastructure and maintain existing drainage patterns as much as possible. Other existing utilities such as water, power, sewer, and fiber are not anticipated to be affected by these designed improvements. Once the overall detailed engineering design is completed, HHNT will provide a draft for the UDA to review and provide comments. HHNT anticipates adjusting the detailed design up to two (2) times based on comments provided by the UDA prior to beginning the preparation of the construction plans.

Task 3- Construction Plans

HHNT will use the detailed engineering design to prepare construction plans that provide adequate information to allow for the construction of the proposed improvements. The construction plans will provide a plan view identifying the locations of the proposed improvements as well as the details associated with constructing the sidewalk, parking, and travel lane improvements.

The construction plans will also include any necessary erosion and sediment control measures in accordance with the Manual for Erosion and Sediment Control in Georgia. At this time, the need for a Land Disturbance Permit (LDP) from the Local Issuing authority is not known. Therefore, the cost for preparing an application for an LDP is not included.

Also included with the design of the proposed improvements is the design of modifications to existing stormwater structures to maintain positive flow through the project area. HHNT intends to utilize or retrofit existing structures as much as possible to meet the design criteria.

Ms. Margaret Peth

October 30, 2025

Page 3 of 4

=====

The construction plans will include a plan and profile of the proposed design as well as construction details for the applicable portions of the design. The set of construction plans is anticipated to include the following sheets:

- Title Sheet
- Existing Conditions
- Demolition and Utility Relocation Plan
- Proposed Improvements
- Cross Sections
- Striping and Signage Plan
- Miscellaneous Details

Task 4 – Technical Specifications

HHNT will prepare a bid worksheet and technical specifications for the UDA to use in procuring bids for construction of this project. The bid worksheet will contain the items and quantities required for constructing the project based on HHNT's design. The technical specifications will accompany the bid worksheet to provide clarity to the construction bidders for the materials and workmanship required for constructing the project.

Task 5 – Meetings

HHNT has estimated that there will be 4 virtual meetings and 2 in person meetings with the UDA (or their consultants) for the design phase services of this project.

Other Services

Services not exclusively specified in the Scope of Services identified herein are not included in this proposal. Specifically, this proposal does not include any structural engineering designs, electrical engineering designs, contract document preparation, local Land Disturbance Permit Application plans, GDOT Permitting, traffic signaling design, surveying, easements, landscape plan, irrigation plan, or lighting plan. Please note any required fees to Macon-Bibb County, the Georgia EPD, or others are not part of our engineering fee and will be paid directly by the UDA.

Proposed Fees and Charges

HHNT estimates that our total cost for the work described will be \$82,895. HHNT will invoice the UDA monthly based on actual time and materials expended at our standard hourly rates (see attached). This fee estimate is based on our understanding of the project as of the date of this proposal. Additional information provided once the survey information is received may require additional efforts and additional fees. This estimated fee will not be exceeded without prior authorization. Any services not exclusively specified in the scope of work identified herein are not included as part of this proposal.

Schedule

HHNT anticipates being able to begin this work within 30 days of receiving the signed proposal and the survey information. Once the work has begun, HHNT anticipates completing this scope of work within 10 to 12 weeks. If

Ms. Margaret Peth

October 30, 2025

Page 4 of 4

=====

additional reviews and edits are requested by the UDA during the conceptual or detailed design phases, this schedule will be adjusted.

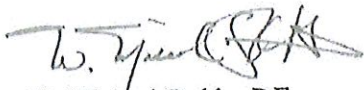
Approval for the Work

If this proposal is acceptable, please sign the acknowledgment at the end of this proposal and the attached Proposal Acceptance Sheet and return it to us. These documents will serve as our agreement and our notice to proceed. This proposal shall be valid for 30 days.

Should you have any questions, please call.

Sincerely,

HODGES, HARBIN, NEWBERRY & TRIBBLE, INC.



W. Michael Stubbs, P.E.
Principal/Professional Engineer

KGB

Enclosure



Kevin G. Berry, P.E.
Professional Engineer

Acceptance of Proposal

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 AUTHORIZING THE ACCEPTANCE OF A MACON-BIBB LAW ENFORCEMENT FOUNDATION GRANT, IN THE AMOUNT OF \$40,635.00, WITH NO LOCAL MATCH REQUIRED, AWARDED TO THE BIBB COUNTY SHERIFF’S OFFICE TO PURCHASE EQUIPMENT FOR PATROL DEPUTIES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb Law Enforcement Foundation (“MBLEF”) provides private financial support to fund equipment, technology, training, youth programs and community outreach not supported by the Macon-Bibb County budget for the Bibb County Sheriff’s Office; and

WHEREAS, the MBLEF desires to provide the Bibb County Sheriff’s Office with funds, in the amount of \$40,635.00, to purchase pelican cases, alco-sensors, and bleeding control kits for patrol deputies to have in their vehicles; and

WHEREAS, the funds will be provided on a reimbursement basis, with no local match required; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission approves the acceptance of funding from Macon Bibb Law Enforcement Foundation in the amount of FORTY THOUSAND SIX HUNDRED THIRTY-FIVE DOLLARS AND 00/100 CENTS (\$40,635.00), with no local match required, awarded to the Bibb County Sheriff’s Office to

purchase pelican cases, alco-sensors, and bleeding control kits for patrol deputies to have in their vehicles, as detailed in the request letter in Exhibit A, attached hereto and incorporated herein by reference.

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

BE IT FURTHER RESOLVED 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 Macon-Bibb Law Enforcement Foundation Funds - 40,635- 12-10-25.docx

EXHIBIT A



Office of the Sheriff
Bibb County, Georgia
Serving Macon-Bibb
Sheriff David J. Davis



P.O. Box 930 • Macon, Georgia 31202-0930 • (478) 746-9441
www.bibbsheriff.us

September 16, 2025

Mr. Walt Miller, Chairman
Macon-Bibb Law Enforcement Foundation
P.O. Box 6098
Macon, Georgia 31208

Dear Chairman Miller and Members of the Macon-Bibb Law Enforcement Foundation,

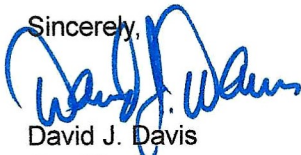
This letter is to submit a proposal for the Law Enforcement Foundation to provide equipment for Patrol Deputies to have in their vehicles. This equipment would consist of a Pelican Case that would contain an Alco-Sensor and a bleeding control kit. The bleeding control kits consist of a tourniquet, gloves, chest seal bandage, scissors and other small items.

The advantage of the Pelican Case is that all the items would be contained in the case and it would be easy for the deputy to locate in an emergency. The case would also contain Narcan, which we are able to have donated.

The attached sheet outlines the cost for 80 Pelican Cases, 25 Alco-Sensors and 125 Bleeding Control Kits. We have some Alco-Sensors which is why 25 will be sufficient to have one in every case. We are requesting 125 Bleeding Control Kits so that we will have a supply on hand for replenishment.

The estimated cost of \$40,635 is the most up to date pricing we have received, and we believe this pricing should hold for the near future. Once the board approves this request and we receive notification of this approval, we will move forward with the order.

As always, we appreciate your support and look forward to hearing from you.

Sincerely,

David J. Davis
Sheriff
Bibb County, Georgia

enclosure

Request for Macon-Bibb law Enforcement Foundation



Supplies Requested for Patrol Division

	Cost	# Units	Total
	Per Unit		
Pelican Case	147	80	11,760
Alco-Sensor	535	25	13,375
Bleeding Control Kit	120	125	15,000
Estimated Shipping Cost			500
			\$ 40,635



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 THE JUDICIAL COUNCIL OF GEORGIA AMERICAN RESCUE PLAN ACT GRANT FOR CALENDAR YEAR 2026, IN THE AMOUNT OF \$87,205.00, WITH NO LOCAL MATCH, AWARDED TO THE MACON JUDICIAL CIRCUIT SUPERIOR COURT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Judicial Council of Georgia Ad Hoc Committee on American Rescue Plan Act Funding (“ARPA Committee”) has awarded a grant to the Macon Judicial Circuit Superior Court in the amount of \$87,205.00, with no local match required; and

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

WHEREAS, specifically, the Superior Court will utilize the funds to provide for salaries for two (2) senior judges, a judicial assistant, and a court reporter for a four (4) to six (6) month period; and

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

WHEREAS, the Macon-Bibb County Commission desires to accept the aforementioned grant funds on behalf of the Macon Judicial Circuit Superior Court; 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 accept the

Judicial Council of Georgia American Rescue Plan Act Grant funding in the amount of EIGHTY-SEVEN THOUSAND TWO HUNDRED FIVE DOLLARS AND 00/100 CENTS (\$87,205.00), with no local match required, to provide support for existing or new personnel, and provide for administrative expenses to enable the courts to address case backlogs caused by the pandemic, 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 Accepting Judicial Council Of Georgia ARPA Grant - Macon Judicial Circuit
\$87205 - 11-21-2025.docx*

EXHIBIT A



Judicial Council of Georgia

Administrative Office of the Courts

Chief Justice Nels S.D. Peterson
Chair

Cynthia H. Clanton
Director

December 1, 2025

The Honorable Phillip Raymond, III
Chief Judge
Macon Judicial Circuit
601 Mulberry Street
Macon, Georgia 31201

Re: The Judicial Council of Georgia American Rescue Plan Act Funding Award- CY2026

Dear Chief Judge Raymond,

On behalf of the Judicial Council of Georgia Ad Hoc Committee on American Rescue Plan Act (ARPA Committee), I am pleased to inform you that the Macon Judicial Circuit has been awarded \$ 87,205 for CY2026.

The effective date for the award begins on January 1, 2026, and will end September 30, 2026.

Attached are the CY2026 Grant Agreement outlining the responsibilities and expectations of both parties and the CY2026 approved budget. Please review and sign the Grant Agreement and return it within **ten** days of receipt. Upon acceptance of the award, as indicated by returning the signed agreement, the circuit will receive by email the instructions and budget reimbursement form to begin the reimbursement process. The agreement with the original signature may be mailed or emailed to both:

Kari Kitchens
Administrative Office of the Courts
244 Washington Street SW
Suite 300
Atlanta, Georgia 30334-5900
470.734.6655

kari.kitchens@georgiacourts.gov and arpa@georgiacourts.gov

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

We continue to value the ongoing efforts employed in clearing your circuit's backlog of cases and applaud you for your superior service to the State of Georgia and the Judiciary.

As always, please feel free to reach out to let us know how we can support you during this grant process.

Sincerely,

A handwritten signature in cursive script that reads "Regina Hailey".

Regina Hailey
ARPA Grants Manager
Judicial Council of Georgia / Administrative Office of the Court

Attachments: Grant Award Conditions and Restrictions
Grant Award Agreement
Approved Budget Form

Cc: Mechelle McMullen via email to mmcullen@maconbibb.us
Shantese Thomas via email to slthomas@maconbibb.us
Joe Baden via email to jbaden@3rdjad.org

**JUDICIAL COUNCIL OF GEORGIA
AMERICAN RESCUE PLAN ACT GRANT AWARD
CONDITIONS AND RESTRICTIONS**

Judicial Circuit Name: Macon
Award Date: November 7, 2025

Section 1. Conditions

All the following conditions apply to the enclosed grant award:

- (a) Grant recipients shall comply with the conditions and restrictions in this attachment.
- (b) Grant recipients shall comply with all procedures and instructions detailed in the current *Overview and Instructions, Judicial Branch ARPA FAQs, Award Amendments and Budget Revision Policy, Audio-Visual Equipment Modernization Policy, and Use of Award Funds Policy* (incorporated herein by reference and posted under Quick Links at <https://jcaoc.georgiacourts.gov/arpa/>).
- (c) The ARPA grants awarded by the Judicial Council of Georgia Ad Hoc Committee on American Rescue Plan Act Funding (“ARPA Committee”) on November 7, 2025, are subject to audit and were awarded for eligible expenses *beginning on January 1, 2026, through September 30, 2026, only*.
- (d) Any portion of this award that is not expended by September 30, 2026, shall revert to the ARPA Committee on or before November 1, 2026.
- (e) *Grant recipients shall not submit a reimbursement request for any ineligible expenditure listed in Section 2 (b) of this attachment. Only the expenditures listed in Section 2 (a) of this attachment are currently authorized.*
- (f) If awarded funds for court-based mental health diversion services, recipient shall (for U.S. Treasury reporting purposes): (1) report the amount of the ARPA funds allocated to evidence-based interventions; and (2) report whether ARPA-funded activities are primarily serving a disproportionately impacted community. See Treasury’s [Compliance and Reporting Guidance](#), “Project Demographic Distribution” and “Use of Evidence,” pp. 27-28; 47; 50-51; 55 for details. *Such report shall be communicated monthly by letter accompanying the reimbursement requests for applicable expenditures.* EC 1.12; 31 CFR § 35.6 (b) (3) (i) (C).
- (g) If awarded funds for court-based substance use diversion services, recipient shall (for U.S. Treasury reporting purposes): (1) report the amount of the ARPA funds allocated to evidence-based interventions; and (2) report whether ARPA-funded activities are primarily serving a disproportionately impacted community. See Treasury’s [Compliance and Reporting Guidance](#), “Project Demographic Distribution” and “Use of Evidence,” pp. 27-28; 47; 50-51; 55 for details. *Such report shall be communicated monthly by letter accompanying the reimbursement requests for applicable expenditures.* EC 1.13; 31 CFR § 35.6 (b) (3) (i) (C).
- (h) If awarded funds for court-based eviction prevention and diversion services, recipient shall (for U.S. Treasury reporting purposes): (1) report the amount of the ARPA funds allocated to evidence-based interventions; and (2) report whether ARPA-funded activities are primarily serving a disproportionately impacted community. See Treasury’s [Compliance and Reporting Guidance](#), “Project Demographic Distribution” and “Use of Evidence,” pp. 27-28; 47; 50-51; 55 for details. *Such report shall be communicated monthly by letter accompanying the reimbursement requests for applicable expenditures.* ECs 2.2, 2.18; 31 CFR § 35.6 (b) (3) (ii) (A) (1), (5).

- (i) The enclosed grant award is subject to the following specific conditions: None.

Section 2. Restrictions

(a) Federally Eligible Uses Currently Authorized by the Executive Branch and the ARPA Committee

Only the following expenditures are currently authorized by the Executive Branch and the ARPA Committee:

(1) *Personnel*. Payroll costs for personnel responding to court case backlogs with a primary focus on serious violent felonies; backfilling positions requiring less experience to reassign more experienced staff to expedite the disposition of serious violent felony cases; or personnel administering the ARPA grant. *As used in this expenditure category only, “primary focus on serious violent felonies” means more than 50 percent of total personnel costs awarded in each calendar year under Application section (E) (1) must be dedicated to responding to serious violent felonies, as defined in OCGA § 17-10-6.1 (a).*

(2) *Court-based Eviction, Mental Health, or Substance Use Diversion*. Payroll costs for personnel performing court-based eviction, mental health, or substance use diversion services only if: (i) such services respond to case backlogs; and (ii) a subrecipient provides a *numerical* estimate to the AOC demonstrating that such services will conserve staff time and resources to respond to backlogs of serious violent felony cases, as defined in OCGA § 17-10-6.1 (a). *As used in these expenditure categories, “numerical” means containing one or more of the number symbols 0, 1, 2, 3, 4, 5, 6, 7, 8, or 9; e.g., 20 hours of staff time per week, 18 percent of a judge’s caseload, or some other numerical measurement.*

(3) *Other Program Costs*. Reasonable and necessary costs to support a response to court case backlogs with a primary focus on cases involving serious violent felonies or to perform ARPA grant administration, as follows:

- (i) The purchase of necessary supplies and materials used by personnel funded by the ARPA grant;
- (ii) The purchase or rental of equipment used by personnel funded by the ARPA grant, including any reasonable and required license, basic operating or word processing software, or service needed to use such equipment;
- (iii) Travel costs of personnel and contractors funded by the ARPA grant traveling between counties in multi-county judicial circuits that are necessary to address the backlog in court cases with a primary focus on cases involving serious violent felonies;
- (iv) Rental of temporary space for personnel funded by the ARPA grant;
- (v) Printing, publication, media, or postage costs;
- (vi) Jury expenditures for the trial of cases that are part of the case backlog caused by the COVID-19 pandemic;
- (vii) Jury sequestration costs if necessary for jurors in serious violent felony cases;
- (viii) Continuing legal education and professional dues for law clerks, staff attorneys, and prosecutors funded by the ARPA grant, as required by the State Bar of Georgia to maintain a law license;
- (ix) Mandatory continuing judicial education for judges funded by the ARPA grant, as required by the Institute of Continuing Judicial Education and uniform court rules;
- (x) Contracts for professional services or per diem to respond to court case backlogs, including services provided by interpreters, senior judges, state paid county reimbursed (SPCR) prosecutors, and court reporters; or to perform grant administration;

- (xi) Mandatory training for victim assistance coordinators and victims' advocates funded by the ARPA grant, as required by law and the Prosecuting Attorneys' Council;
- (xii) Mandatory training for district attorney investigators funded by the ARPA grant, as required by law and the Peace Officer Standards and Training Council;
- (xiii) Audio-visual equipment modernization in *existing* courtrooms, the purchase and installation of which is subject to all applicable federal procurement requirements found in 2 CFR §§ 200.318-200.327 (see **FAQ 28.2** for detailed federal procurement guidance from OPB) and the **Audio-Visual Equipment Modernization Policy** (available under Quick Links at jcaoc.georgiacourts.gov/arpa);
- (xiv) Legal research software for ARPA-funded law clerks, staff attorneys, and prosecutors, the purchase of which is subject to all applicable federal procurement requirements found in 2 CFR §§ 200.318-200.327 (see **FAQ 28.2** for detailed federal procurement guidance from OPB);
- (xv) Digital evidence management software, the purchase of which is subject to all applicable federal procurement requirements found in 2 CFR §§ 200.318-200.327 (see **FAQ 28.2** for detailed federal procurement guidance from OPB); and
- (xvi) Other program costs necessary to address a court backlog caused or exacerbated by the COVID-19 pandemic with a primary focus on cases involving serious violent felonies may be approved by OPB at its sole discretion following a written request for approval by AOC prior to AOC's approval of said costs;
- (xvii) Contracts for services by a licensed psychologist or psychology doctoral student under the supervision of a licensed psychologist to conduct pre-trial psychological assessments as required by law or court order.

(b) Federally Eligible Uses Not Currently Authorized by the Executive Branch or the ARPA Committee

All the following federally eligible ARPA expenditure categories (ECs) *are not* currently authorized by the Executive Branch or the ARPA Committee:

- (1) Professional dues, continuing education, and training for staff (unless expressly authorized in Section 2 (a) (3) of this attachment) (ECs 3.5, 7.1; 31 CFR § 35.6 (b) (3) (ii) (E) (4); 87 Fed. Reg. 4,438 (Jan. 27, 2022) (Uniform Guidance (2 CFR 200 Subpart E) applies to ARPA funds); 2 CFR § 200.473 ("The cost of training and education provided for employee development is allowable")).
- (2) Case management systems and software (EC 7.1; 31 CFR § 35.6 (b) (3) (ii) (E) (4); 87 Fed. Reg. 4,389 (Jan. 27, 2022) ("improvements to case management systems . . . are eligible").
- (3) Unauthorized software. Only the following software is currently authorized by OPB: (i) basic operating and word processing software; (ii) digital evidence management software; and (iii) legal research software for ARPA-funded staff attorneys and prosecutors. See **Overview and Instructions, Administrative Expenses Note #6** for special procurement rules for certain software.
- (4) ARPA grants to municipal courts (pursue ARPA funds from cities before contacting the ARPA Committee), public defenders, or conflict attorneys (request ARPA funds from [GPDC](#)).
- (5) COVID-19 testing (EC 1.2; 31 CFR § 35.6 (b) (3) (i) (A)). Contact the [Georgia Emergency Management and Homeland Security Agency](#) (GEMA) for COVID-19 testing assistance.
- (6) The purchase of personal protective equipment (e.g., gloves, masks, and hand sanitizer) (EC 1.5; 31 CFR § 35.6 (b) (3) (i) (A)). Contact [GEMA](#) for personal protective equipment.

- (7) Expenditures to prevent COVID-19 in congregate settings (e.g., plexiglass, cleaning supplies or services) (EC 1.4; 31 CFR § 35.6 (b) (3) (i) (A)). Contact [GEMA](#) for assistance with supplies to prevent COVID-19 in congregate settings.
- (8) Payroll supplements, stipends, bonuses, “premium pay,” or any other payroll payments to staff that do not correspond to actual documented payroll time spent responding to case backlogs or performing ARPA grant administration. “Premium pay” is defined in 31 CFR §§ 35.3, 35.6 (c). EC 4.1.
- (9) Long-term infrastructure (i.e., capital) investments in public facilities, such as physical plant improvements, permanent adaptations to existing public buildings, or constructing new facilities to respond to the pandemic or its negative economic impacts (ECs 3.5, 7.1; 31 CFR § 35.6 (b) (3) (i) (A), (b) (3) (ii), (b) (4); 87 Fed. Reg. 4,389 (Jan. 27, 2022)). *Grant recipients should rent equipment (if possible, practical, and cost-effective) to avoid violating the prohibition on purchasing permanent infrastructure. See **Overview and Instructions, § 15; Audio-Visual Equipment Modernization Policy** for an exception for audio-visual equipment modernization projects in existing permanent courtrooms.*
- (10) Adding or upgrading a court’s broadband connection, including modernization of cybersecurity for existing or new broadband infrastructure (EC 5.19; 31 CFR § 35.6 (e) (2) (i)-(ii)).
- (11) Offsets to a reduction in government revenue due to the pandemic, which may be used to maintain existing infrastructure, build new infrastructure, or provide any government service, excluding contributions to a rainy-day fund (EC 6.1; 31 CFR § 35.6 (d); 87 Fed. Reg. 4,422-4,430 (Jan. 27, 2022)).
- (12) General modernization of cybersecurity not related to broadband upgrades, including hardware, related software, and protection of critical infrastructure (falls under the category of government revenue offsets) (EC 6.1; 31 CFR § 35.6 (d)). See 31 CFR § 35.6 (e) (2) (ii).



Judicial Council of Georgia

Administrative Office of the Courts

Chief Justice Nels S.D. Peterson
Chair

Cynthia H. Clanton
Director

Judicial Council of Georgia American Rescue Plan Act Grant Funding Calendar Year 2026 Grant Agreement

Award Name: 2026_ARPA_3Y015	
Recipient Name: MACON JUDICIAL CIRCUIT	
Award Amount: \$ 87,205	CFDA: 21.027
Grant Period: January 1, 2026 – September 31, 2026	Award Effective: January 1, 2026

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

Grantee Responsibilities:

Submit monthly reimbursement requests via email to the Administrative Office of the Courts to Kari.Kitchens@georgiacourts.gov and ARPA@georgiacourts.gov, by the 15th of each month. The monthly requests are to include invoice copies, payroll reports/time sheets, receipts, and, in some cases, check copies, general ledger reports, and additional documentation as requested for the prior month's expenditures.

AOC Responsibilities:

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

Acceptance of Terms and Conditions:

Signature and Title:

Date:

JUDICIAL BRANCH ARPA GRANT BUDGET TEMPLATE - see instructions at bottom

Submitted by: [Macon Judicial Circuit](#)

Budget Categories			Calendar Year 2026		Committee Approved Award \$87,205
Personnel Services	Salary	Quantity	Total	Revision	Revised Total Budget
Grant Administration and Clerical (include in application section (E) (6))					
	\$ -	0	\$ -		\$ -
	\$ -	0	\$ -		\$ -
Total Grant Admin and Clerical Request	\$ -	0	\$ -		\$ -
Personnel Directly Responding to Case Backlog (include in application section (E) (1))					
Judicial Assistant (1 position for CY26)	\$ 38,000	1	\$ 38,000	\$ 2,250	\$ 35,750
Judges (Sr Judges to Serve as Presiding Judge) Several for CY26	\$ 165,000	1	\$ 165,000	\$ 119,000	\$ 46,000
	\$ -	0	\$ -		\$ -
Total-Personnel Directly Responding to Case Backlog	\$ 203,000	2	\$ 203,000	\$ 121,250	\$ 81,750
Percentage of “Total-Personnel Directly Responding to Case Backlog” for CYs 2023-2025 Dedicated to Serious Violent Felonies					51.63%
Personnel Court-Based Mental Health Diversion (include in application section (E) (2))					
	\$ -	0	\$ -		\$ -
Total Personnel Court-Based Mental Health Diversion (include in application section (E) (2))	\$ -	0	\$ -		\$ -
Personnel Court-Based Substance Use Diversion (include in application section (E) (3))					
	\$ -	0	\$ -		\$ -
	\$ -	0	\$ -		\$ -
	\$ -	0	\$ -		\$ -
	\$ -	0	\$ -		\$ -
	\$ -	0	\$ -		\$ -
Total Personnel Court-Based Substance Use Diversion (include in application section (E) (3))	\$ -	0	\$ -		\$ -
Personnel Court-Based Eviction Prevention and Diversion (include in application section (E) (4))					
	\$ -	0	\$ -		\$ -
	\$ -	0	\$ -		\$ -
Total Personnel Court-Based Eviction Prevention and Diversion (E) (4)	\$ -	0	\$ -		\$ -
Total Personnel Costs:	\$ 203,000	2	\$ 203,000	\$ 121,250	\$ 81,750
Direct/Administrative Costs:	Amount		CY 2026	Revision	Revised Total Budget
ARPA-Eligible Administrative Expenses (include in application section (E) (6))					
Contracts-Court Rptg Transcription (est. \$6/pg., aver plea=10 pages)	\$ 600	1	\$ 600	\$ 600	\$ -
Prof Services - Court Reporter (Per Diem) - Bibb * Per Day	\$ 12,000	1	\$ 12,000	\$ 6,545	\$ 5,455
	\$ -	0	\$ -	\$ -	\$ -
Total ARPA-Eligible Administrative Expenses	\$ 12,600	2	\$ 12,600	\$ 7,145	\$ 5,455
ARPA-Audio Visual Equipment Modernization (include in application section (E) (7))					
	\$ -	0	\$ -		\$ -
	\$ -	0	\$ -		\$ -
	\$ -	0	\$ -		\$ -
Total ARPA Audio Visual Equipment Modernization	\$ -	0	\$ -		\$ -

Temporary Facilities or Workspace (include in application section (E) (5))					
	\$ -	0	\$ -		\$ -
	\$ -	0	\$ -		\$ -
Total Temporary Facilities or Workspace	\$ -	0	\$ -		\$ -
Total Direct/Administrative Costs:	\$ 12,600	2	\$ 12,600	\$ 7,145	\$ 5,455
TOTAL OVERALL BUDGET	\$ 215,600	4	\$ 215,600	\$ 128,395	\$ 87,205

Final Approved v.9 11.07.25
revised budget approved 12.3.25rh

Instructions for Revised Budgets due 11/21/25:

Please place amount (per line) that the circuit wants to be decreased in revision column E.
Do not remove or type over any formulas.

Rev. 11/10/25

CY26 ARPA Summary

The Macon-Bibb County Superior Court has requested ARPA funds for 4 – 6 months in 2026. These funds will be used starting on January 01, 2026. The funds will be used for two (2) senior judges, a judicial assistant, and a court reporter for the Senior Judges. The senior judges cover presiding duties, criminal trials, and pleas. Examples of presiding duties are child support, temporary protection orders, and bond calendars. The budget breakdown is as follows:

Budget Category	Budget
Senior Judges	\$46,000.00
Judicial Assistant	\$35,750.00
Court Reporter	\$5,455.00



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MACON-BIBB COUNTY ECONOMIC OPPORTUNITY COUNCIL, INC., GRANTING HOME INVESTMENT PARTNERSHIPS PROGRAM-AMERICAN RESCUE PLAN FUNDING, IN THE AMOUNT OF \$150,000.00, TO IMPLEMENT A HOMELESS PREVENTION PROGRAM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County HOME Investment Partnerships American Rescue Plan (“HOME-ARP”) program is administered by the Economic and Community Development Department (“ECD”) of the Macon-Bibb County Government and funded by a HOME Investment Partnerships - American Rescue Plan grant applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Macon-Bibb County Economic Opportunity Council, Inc. (“EOC”) has applied for HOME-ARP funding, in the amount of \$150,000.00, from ECD, to fund a homeless prevention program; and

WHEREAS, EOC intends to utilize these HOME-ARP funds to assist residents of Bibb County who find themselves homeless with no resources by providing them access to application fees, security deposits, moving fees, first and last month’s rent, and subsequent other monthly rent, not to exceed three months; and

WHEREAS, ECD has determined this to be eligible HOME-ARP activity and has selected EOC 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 HOME-ARP 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 Macon-Bibb County Economic Opportunity Council, Inc. for the County to provide HOME-ARP funding, in the amount of ONE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 CENTS (\$150,000.00), to assist residents of Bibb County who find themselves homeless with access to funding for application fees, security deposits, moving fees, first month rent, last month rent, and subsequent other monthly rent, 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 Economic Opportunity Council Inc. HOME-ARP
Funds \$150000.00 12-4-25.docx*

EXHIBIT A

AGREEMENT

BETWEEN

**MACON-BIBB COUNTY GOVERNMENT
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT**

AND

**MACON-BIBB COUNTY ECONOMIC OPPORTUNITY COUNCIL, INC.
Homelessness Prevention
456 Bay Street
Macon, GA 31201
478-738-3240**

**PROVIDING FOR
HOME Investment Partnerships Program -AMERICAN RESCUE PLAN**

This Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("M-BCG") a political subdivision of the State of Georgia, and **Macon-Bibb County Economic Opportunity Council (MBCEOC), Inc.**, ("Subrecipient"). This Agreement shall be in effect on 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 Subrecipient 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 HOME Investment Partnerships American Rescue Plan (HOME-ARP) Program or "Program"

The term "Macon-Bibb County HOME American Rescue Plan (HOME-ARP) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by an HOME Investment Partnerships American Rescue Plan Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title II of the Cranston-Gonzalez National Affordable Housing Act 1990, as amended (42 U.S.C. 12701 et seq.)

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 HOME Investment Partnerships American Rescue Plan 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.

HOME-ARP requires that funds be used to primarily benefit individuals and families in the following specified "qualifying populations." Any individual or family who meets the criteria for these populations is eligible to receive assistance or services funded through HOME-ARP without meeting additional criteria (e.g., additional income criteria). All income calculations to meet income criteria of a qualifying population or required for income determinations in HOMEARP eligible activities must use the annual income definition in 24 CFR 5.609 in accordance with the requirements of 24 CFR 92.203(a)(1).

A. Qualifying Populations**1. Homeless, as defined in 24 CFR 91.5 Homeless (1), (2), or (3):**

(1) An individual or family who lacks a fixed, regular, and adequate night-time residence, meaning:

(i) An individual or family with a primary night-time residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.

- (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
 - (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
- (2) An individual or family who will imminently lose their primary nighttime residence, provided that:
- (i) The primary night-time residence will be lost within 14 days of the date of application for homeless assistance;
 - (ii) No subsequent residence has been identified; and
 - (iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;
- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
- (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
 - (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 - (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
 - (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment;

2. At risk of Homelessness, as defined in 24 CFR 91.5 At risk of homelessness:

- (1) An individual or family who:
 - (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
 - (ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition in this section; and

- (iii) Meets one of the following conditions:
 - (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - (B) Is living in the home of another because of economic hardship;
 - (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
 - (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
 - (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
 - (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;
- (2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(l) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(l)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
- (3) A child or youth who does not qualify as “homeless” under this section but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

3. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD

For HOME-ARP, this population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from

further violence if the individual remains within the same dwelling unit that the individual is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer.

Domestic violence, which is defined in 24 CFR 5.2003 includes felony or misdemeanor crimes of violence committed by:

- 1) A current or former spouse or intimate partner of the victim (the term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship);
- 2) A person with whom the victim shares a child in common;
- 3) A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
- 4) A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving HOME-ARP funds; or
- 5) Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating violence which is defined in 24 CFR 5.2003 means violence committed by a person:

- 1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- 2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - a. The length of the relationship;
 - b. The type of relationship; and
 - c. The frequency of interaction between the persons involved in the relationship

Sexual assault which is defined in 24 CFR 5.2003 means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Stalking which is defined in 24 CFR 5.2003 means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- 1) Fear for the person’s individual safety or the safety of others; or
- 2) Suffer substantial emotional distress.

Human Trafficking includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102). These are defined as:

- 1) Sex trafficking means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- 2) Labor trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

4. Other Populations where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family’s homelessness or would serve those with the greatest risk

of housing instability. HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria:

- (1) **Other Families Requiring Services or Housing Assistance to Prevent Homelessness** is defined as households (i.e., individuals and families) who have previously been qualified as “homeless” as defined in 24 CFR 91.5, are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.
- (2) **At Greatest Risk of Housing Instability** is defined as household who meets either paragraph (i) or (ii) below:
 - (i) has annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs);
 - (ii) has annual income that is less than or equal to 50% of the area median income, as determined by HUD, AND meets one of the following conditions from paragraph (iii) of the “At risk of homelessness” definition established at 24 CFR 91.5:
 - (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - (B) Is living in the home of another because of economic hardship;
 - (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
 - (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
 - (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
 - (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan Veterans and Families that include a Veteran Family Member that meet the criteria for one of the qualifying populations described above are eligible to receive HOME-ARP assistance.

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.

The American Rescue Plan authorized HUD to allocate HOME-ARP funds to states, units of general local government, insular areas, and consortia of units of general local government that qualified for an allocation of HOME funds in Fiscal Year (FY) 2021, pursuant to section 217 of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 et seq.) (“NAHA”). On April 8, 2021, HUD allocated HOME-ARP funds to 651 grantees using the HOME formula established at 24 CFR 92.50 and 92.60.

Under the Rules and Regulations of HUD, the M-BCG is 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 Subrecipient for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain the assurance from the Subrecipient , and Subrecipient so assures the M-BCG, that the Subrecipient 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 Subrecipient .

ARTICLE III **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY25 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, provide certain elements be included in contracts for recipients of federal grant awards acting as pass through entities.

Federal Award:

HOME American Rescue Plan

Subrecipient Name:

Macon-Bibb Economic Opportunity Council, Inc.

Agency Unique Entity Identification (UEI):

M5W2KRFMZND3

Federal Award Identification Number:

M-21-MP-13-0202

Federal Award Date:

August 27, 2021

Subaward period of performance start and end date:

July 1, 2025, thru June 30, 2026

Federal Funds Obligated:

\$150,000.00

Project Description:

Home-ARP – Supportive Services - Homelessness Prevention Program

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 American Rescue Plan; 14.231

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provide 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 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 Subrecipient in an amount not to exceed **One Hundred Fifty Thousand Dollars (\$150,000.00)** (hereinafter the "Grant") to implement the following project (s): "**HOME Investment Partnerships American Rescue Plan- Supportive Services-Homelessness Prevention**" program. Macon-Bibb EOC is proposing to assist residents of Bibb County who find themselves homeless with no resources, with application fees, security deposits, moving fees, first month rent, last month rent, and subsequent other monthly rent, not to exceed three months. Said project(s) are more fully set forth in Exhibit "A" attached hereto and made a part hereof.

ARTICLE V
NOTICES

Subrecipient 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 Consolidated Government
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Manager
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-751-7390

If to Subrecipient : Macon-Bibb County EOC, Inc.
Attention: Sarita Hill, Executive Director
456 Bay Street
Macon, GA 31201
Phone: 478-738-3240
Facsimile: (478) 738-3258

ARTICLE VI **GENERAL CONDITIONS**

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 576 (the U.S. Housing and Urban Development regulations concerning HOME American Rescue Plans (HOME-ARP)) except that (1) the Subrecipient does not assume the M-BCG's environmental responsibilities and (2) the Subrecipient does not assume the M-BCG's responsibility for initiating the review process. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient 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 Subrecipient 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 Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient 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 Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

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

E. Insurance & Bonding

The Subrecipient 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 Subrecipient shall comply with the bonding and insurance requirements of 2 CFR part 200 or 2 CFR Part 200.325 and 2 CFR Part 200, Subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Subrecipient shall insure 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Subrecipient shall be notified pursuant to Article IV, and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Subrecipient 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 Subrecipient'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 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 Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient, 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 Subrecipient agrees to comply with 2 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 Subrecipient shall administer its program in conformance with OMB 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). Subrecipient 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). Subrecipient agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the M-BCG under this Agreement.
- (c). All Grant funds disbursed through a HOME American Rescue Plan shall be used only for eligible activities specifically outlined in this Agreement. The Subrecipient shall comply with any conditions and timetables set forth in this Agreement. In the event the

Subrecipient does not comply with the conditions and timetables, or if the Subrecipient ceases to exist or provide the services for which the Grant was made, the Subrecipient will not carry out another HOME-ARP eligible project, the Subrecipient 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 Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 and 578.103 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 the components of the HOME-ARP program;
- (c). Records required to determine the eligibility of activities;
- (d). Records documenting compliance with the homeless definition of the HOME-ARP 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 24 CFR Part 576.

2. Retention

The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient'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 Subrecipient'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 Subrecipient has control over HOME-ARP 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 HOME-ARP eligible project.

6. Audits & Inspections

All Subrecipient 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 Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with the current M-BCG policy concerning Subrecipient audits and 2 CFR Part 200, Subpart F-Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with HOME-ARP funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use each 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

1. In order to obtain reimbursement from the M-BCG in connection with the Project, Subrecipient shall provide the following information:

(a). Subrecipient 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 Subrecipient 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 Subrecipient shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c). Time sheets shall be submitted as backup documentation for salary reimbursement.

(d). Request for reimbursement by Subrecipient shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Subrecipient.

(e). The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

2. 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.

3. The Department shall authorize the M-BCG's Finance Department to reimburse the Subrecipient for all costs it determines are eligible for reimbursement, pursuant to the audit.

4. The M-BCG will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Subrecipient. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Subrecipient.

3. Progress Reports

The Subrecipient shall submit monthly Progress Reports to the M-BCG in the format and content provided as required by the M-BCG by the 10th of each following month, or as agreed upon electronically or in writing by the department and Subrecipient. Additions to or updated versions of these and other required forms may be provided to the Subrecipient by the department via email or in hard copy throughout the year, within reason. The department will give Subrecipient s advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Subrecipient shall comply with 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 Subrecipient.

(b). Subrecipient 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 Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

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

4. Security

Subrecipient'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. Subrecipient 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 X 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, 507.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the M-BCG any HOME-ARP 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 that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be:

(a). Transferred to the M-BCG for the HOME-ARP 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Subrecipient 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 Subrecipient 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 Subrecipient to assist in the formulation of such program. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient shall furnish and cause each of its own Subrecipient s 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 Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient will monitor all subcontracted services on a regular basis to assure 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 Subrecipient 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 Subrecipient shall undertake to ensure that all subcontracts let 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 Subrecipient.

(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 Subrecipient.

3. Hatch Act

The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 HOME-ARP-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 HOME-ARP-assisted activity, or with respect to the proceeds from the HOME-ARP-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 Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient 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 Subrecipient s shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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, Manager

Date

ATTEST:

MACON-BIBB COUNTY EOC, INC.

Witness

Sarita Hill, Executive Director

Date

EXHIBIT "A"

SCOPE OF SERVICES AND TIMETABLE

The Subrecipient will be responsible for administering the HOME American Rescue Plan (HOME-ARP- Supportive Services – Homeless Prevention Program (HP) – **MBCEOC Homelessness Prevention Program** in a manner satisfactory to 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 HOME American Rescue Plan program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY

With the HOME-ARP-Homeless Prevention Funds, we are proposing to assist residents of Macon-Bibb County who find themselves “at risk of becoming homeless”, with an eviction notice or demand letter. Households receiving this assistance should have income **below 30%** of the Area Median Income for Macon Bibb County, Georgia. They must demonstrate that they do not have sufficient resources or support networks to prevent them from moving to an emergency shelter or other place defined under HUD Definition of Homelessness, “Category 1”. We will provide medium term rental assistance to either stabilize or relocate an individual or family from moving into a shelter. These funds will only be used to the extent that is necessary to assist with regaining stability in their current housing or relocating them to other housing, stabilizing them in that housing

Program Delivery

Macon-Bibb County Economic Opportunity Council, Inc., was established in 1965 as a part of the Macon-Bibb County Planning and Zoning Department in accordance with the Economic Opportunity Act of 1964. In 1985, MBCEOC became the purpose and mission of Macon-Bibb County Economic Opportunity Council, Inc., to break the cycle of poverty by coordinating available resources, in a structured manner, to affect the economy and other causes of poverty in the Macon-Bibb County area.

Of the Agency’s total work, twenty-five (25%) percent is devoted solely to persons identified as at-risk-of-homelessness. MBCEOC works daily providing services that are dedicated to those individuals and families that are already in housing from becoming homeless.

Under the HOME-ARP Supportive Services Homeless Prevention Program, clients will be assessed with the Prevention and Diversion Tool through the Coordinated Entry System. This system can be assessed in one of three ways: 1) 478-750-8689, leaving a message or speaking with someone to be screened and given a possible appointment or placed on a waiting list for a VI – SPDAT, 2) Email: rduncan@maconbibbeoc.com or 3) Walk-Ins – Macon Bibb County Economic Opportunity Council, 456 Bay Street, Macon, Georgia 31201, the hours of 9:00 AM to 4:00 PM, Monday –Friday.

If determined that a client is best suited for Homeless Prevention, a referral is generated to the MBCEOC office, and the individual or family is contacted within 72 hours. Appointments are scheduled and they are provided with instructions on the necessary documentation that will be needed. Clients must provide an eviction notice or demand letter and a payment history or tenant ledger from the landlord. The clients must

be able to demonstrate that they do not have any other resources to prevent them from becoming homeless. Case Managers will advocate for the clients without being dishonest to the landlord. If landlord is refusing to cooperate with the client or the process, we will be allowed to relocate the client to affordable housing.

Once stabilized, the necessary connection to supportive services (such as Social Security, DFCS, Employment, Child Support, Education), home visits and follow ups are provided to them.

Use of Homeless Management Information System (HMIS) and Coordinated Entry (CE)

Macon Bibb County Economic Opportunity Council, Inc. currently utilizes Client Track to access the Homeless Management Information System. As employees are hired to work with any of the homeless programs, they must become HMIS trained immediately and are trained on the policies and procedures for following the guidelines for Coordinated Entry. Currently all workers are SOAR Certified, which enables them to be able to assist clients with receiving their SSI or Social Security benefits.

IMPLEMENTATION PLANS

General Administration

MBCEOC will begin advertising immediately within the community regarding the available funding. We will also discuss the process one must use to access the funds. Community Partners will be informed through the Macon Coalition To End Homeless meetings that are held monthly. We will also build on going relationships with landlords making it easier to advocate for our clients leading to possible waiver of late fees.

Policies and Procedures

Policies and Procedures will be closely linked with those provided through DCA and HUD for the Homeless Prevention Programs. Eligibility Criteria, required documents, Income Eligibility, Proof of Lack of Resources, "At Risk of Homelessness" documentation and guidelines will all be utilized as previously designed to operate this program. The only varying factors are the Fair Market Rental Values and Median Area Income for Macon Bibb County for the operating year 2025 – 2026.

Termination Plans

The Termination process is as follows:

- Clients are found to be ineligible if information is contrived or fraudulent
- Clients are receiving other federal subsidies for same rental assistance (such as Section 8)
- The landlord is willing to work with the Tenant without outside financial assistance

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

General Administration

This program will be administered by the Program Director, Case Managers, Finance Department, City Inspectors, Chief Executive Office, the Grantee Staff of Macon Bibb County ECDD. All agency Policies and Procedures as well as the HOME-ARP-Homeless Prevention Program Policies and Procedures will be honored.

DESCRIPTION OF RELEVANT PERSONNEL/ADMINISTRATIVE PROCESSES

Coordinated Entry Staff (CES) or Receptionist will make the initial contact with the client needing services performing the assessment needed (VI-SPDAT) to determine and prioritized need. Under Homeless Prevention the main focus of CES will be **Diversions**. A referral is then made to a Case Manager at this agency where the necessary assessment, documents and assistance is delivered to assist the client. Data Entry Specialist will make certain the household's information is accurately keyed into Client Track. Files are monitored and signed off by another department head. After which, approval is sought from the Chief Executive Officer to provide the services being requested. Check Request is forwarded to the Finance Director leading to a check being written for the services. In most cases, another individual will hand deliver the check to the landlord (if local) or check will be placed in the mail.

The primary staff for this program is Mr. Carlton Williams, Program Manager, Rhonda Duncan, Abeni Berry, Jackie Ivory, Sherry Jones, T'aundra Kendrick and Cynthia Poole. The support staff for this program includes, Ms. Sarita Hill, CEO, Nequana Stevens, Program Manager, Kay Clark, Finance Director and the Finance Staff, Amber Poole, Director of Administration, Eric Greene, Payroll Administrator, and Miller Fluellen who hand delivers the checks.

B. Program Components

The Subrecipient certifies that the activity carried out under this Agreement will meet one of the following HOME American Rescue Plan program components: Supportive Services – Homeless Prevention components.

C. Levels of Accomplishment - Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1. Provide rental assistance to eligible households	8	July 1, 2025, to June 30, 2026	75 individuals will be assisted
2. Provide utility assistance to eligible households	8	July 1, 2025, to June 30, 2026	75 individuals will be assisted

SUBRECIPIENT is also responsible for submitting to M-BCG: monthly progress reports, time sheets, Participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

D. Performance Monitoring

The Subrecipient 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 Subrecipient with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subrecipient's compliance with the terms and conditions of this Agreement, and comparing the Subrecipient'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 Subrecipient 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 Subrecipient shall submit monthly progress reports as required by Section 6-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 10th of the following month.**

The M-BCG will monitor the performance of the Subrecipient 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 Subrecipient 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 Subrecipient shall insure 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 Subrecipient 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 Subrecipient 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 Subrecipient remains in control of HOME-ARP funds or other HOME-ARP assets, including program income.

III. BUDGET

<u>Line-Item</u>	<u>Amount</u>
Case Manager	\$ 30,000.00
Data Entry Salary	\$ 12,000.00
Fringe Benefits (FICA, WC, Unemp. & Accrued Leave)	\$ 8,000.00
Direct Benefits:	
Rental Payment	\$ 67,500.00
Utility Deposits	\$ 2,500.00
Utility Payments	\$ 5,000.00
Supplies	\$ 2,500.00
<u>Indirect Costs (Admin Fee-15%)</u>	<u>\$ 22,500.00</u>
TOTAL	\$150,000.00

Any amendments to the budget must be in writing and approved by both the M-BCG and the Subrecipient. Any changes to the contract will be communicated in writing by the grantee to the Subrecipient after approval and prior to implementation.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$150,000.00**. Draw-downs 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 Subrecipient 's financial management system in accordance with the standards specified in 24 CFR 84.21.

Subrecipient is also responsible for submitting to 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

Subrecipient shall operate this project funded through the M-BCG's HOME American Rescue Plan Program according to the following guidelines:

1. Accounting and related records of Subrecipient shall comprise the following as a minimum:
 - a. Voucher System - All supporting documentation, such as purchase order, 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 file 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 HOME-ARP 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 M-BCG.
 - g. Checking Accounts - Monthly bank reconciliation shall be conducted by Subrecipient. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes.
 - h. Petty Cash - Subrecipient is encouraged to use an imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any HOME-ARP 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, Subrecipient is obligated to conform to the more restrictive practices and procedures. It is recommended that Subrecipient use a formal pre-numbered purchase order system where possible and applicable.
 - j. Inventories - Subrecipient 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 HOME-ARP funds.

k. Property Records - Subrecipient 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 projects' 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 M-BCG, HUD and/or any of their authorized representatives.

3. Subrecipient 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 FAMILY ADVANCEMENT MINISTRIES, INC., GRANTING HOME INVESTMENT PARTNERSHIPS PROGRAM-AMERICAN RESCUE PLAN FUNDING, IN THE AMOUNT OF \$205,008.00, TO IMPLEMENT A HOMELESS PREVENTION PROGRAM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County HOME Investment Partnerships American Rescue Plan (“HOME-ARP”) program is administered by the Economic and Community Development Department (“ECD”) of the Macon-Bibb County Government and funded by a HOME Investment Partnerships American Rescue Plan Grant applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Family Advancement Ministries, Inc. (“FAM”) has applied for HOME-ARP funding, in the amount of \$205,008.00, from ECD, to fund a homeless prevention program; and

WHEREAS, FAM intends to utilize these HOME-ARP funds to assist residents of Bibb County who are at-risk of homelessness with financial assistance, support, and education; and

WHEREAS, ECD has determined this to be eligible HOME-ARP activity and has selected FAM 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 HOME-ARP 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 Family Advancement Ministries, Inc. for the County to provide HOME-ARP funding, in the amount of TWO HUNDRED FIVE THOUSAND EIGHT DOLLARS AND 00/100 CENTS (\$205,008.00), to assist residents of Bibb County who at-risk of homelessness with financial assistance, support, and education, 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 Family Advancement Ministries Inc. HOME-ARP
Funds \$205008.00 12-4-25.docx*

EXHIBIT A

AGREEMENT
BETWEEN
MACON-BIBB COUNTY GOVERNMENT
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
AND
FAMILY ADVANCEMENT MINISTRIES, INC.
Homelessness Prevention
538 Orange Street
Macon, GA 31201
478-746-9803
PROVIDING FOR
HOME Investment Partnerships Program -AMERICAN RESCUE PLAN

This Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("M-BCG") a political subdivision of the State of Georgia, and **Family Advancement Ministries, Inc.**, ("Subrecipient"). This Agreement shall be in effect on 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 Subrecipient 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 HOME Investment Partnerships American Rescue Plan (HOME-ARP) Program or "Program"

The term "Macon-Bibb County HOME American Rescue Plan (HOME-ARP) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by an HOME Investment Partnerships American Rescue Plan Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title II of the Cranston-Gonzalez National Affordable Housing Act 1990, as amended (42 U.S.C. 12701 et seq.)

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 HOME Investment Partnerships American Rescue Plan 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.

HOME-ARP requires that funds be used to primarily benefit individuals and families in the following specified "qualifying populations." Any individual or family who meets the criteria for these populations is eligible to receive assistance or services funded through HOME-ARP without meeting additional criteria (e.g., additional income criteria). All income calculations to meet income criteria of a qualifying population or required for income determinations in HOMEARP eligible activities must use the annual income definition in 24 CFR 5.609 in accordance with the requirements of 24 CFR 92.203(a)(1).

A. Qualifying Populations**1. Homeless, as defined in 24 CFR 91.5 Homeless (1), (2), or (3):**

(1) An individual or family who lacks a fixed, regular, and adequate night-time residence, meaning:

(i) An individual or family with a primary night-time residence that is a public or private place not

designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional

housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or

- (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

- (i) The primary night-time residence will be lost within 14 days of the date of application for homeless assistance;
- (ii) No subsequent residence has been identified; and
- (iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

- (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
- (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
- (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
- (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment;

2. At risk of Homelessness, as defined in 24 CFR 91.5 At risk of homelessness:

- (1) An individual or family who:
 - (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
 - (ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition in this section; and
 - (iii) Meets one of the following conditions:

- (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
- (B) Is living in the home of another because of economic hardship;
- (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
- (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
- (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
- (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

(2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(l) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(l)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

(3) A child or youth who does not qualify as “homeless” under this section but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

3. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD

For HOME-ARP, this population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit that the individual is

currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer.

Domestic violence, which is defined in 24 CFR 5.2003 includes felony or misdemeanor crimes of violence committed by:

- 1) A current or former spouse or intimate partner of the victim (the term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship);
- 2) A person with whom the victim shares a child in common;
- 3) A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
- 4) A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving HOME-ARP funds; or
- 5) Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating violence which is defined in 24 CFR 5.2003 means violence committed by a person:

- 1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- 2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - a. The length of the relationship;
 - b. The type of relationship; and
 - c. The frequency of interaction between the persons involved in the relationship

Sexual assault which is defined in 24 CFR 5.2003 means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Stalking which is defined in 24 CFR 5.2003 means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- 1) Fear for the person’s individual safety or the safety of others; or
- 2) Suffer substantial emotional distress.

Human Trafficking includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102). These are defined as:

- 1) Sex trafficking means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- 2) Labor trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

4. Other Populations where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family’s homelessness or would serve those with the greatest risk of housing instability. HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria:

- (1) **Other Families Requiring Services or Housing Assistance to Prevent Homelessness** is defined as households (i.e., individuals and families) who have previously been qualified as “homeless” as defined in 24 CFR 91.5, are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.
- (2) **At Greatest Risk of Housing Instability** is defined as household who meets either paragraph (i) or (ii) below:
- (i) has annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs);
 - (ii) has annual income that is less than or equal to 50% of the area median income, as determined by HUD, AND meets one of the following conditions from paragraph (iii) of the “At risk of homelessness” definition established at 24 CFR 91.5:
 - (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - (B) Is living in the home of another because of economic hardship;
 - (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
 - (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
 - (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
 - (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan Veterans and Families that include a Veteran Family Member that meet the criteria for one of the qualifying populations described above are eligible to receive HOME-ARP assistance.

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.

The American Rescue Plan authorized HUD to allocate HOME-ARP funds to states, units of general local government, insular areas, and consortia of units of general local government that

qualified for an allocation of HOME funds in Fiscal Year (FY) 2021, pursuant to section 217 of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 et seq.) (“NAHA”). On April 8, 2021, HUD allocated HOME-ARP funds to 651 grantees using the HOME formula established at 24 CFR 92.50 and 92.60.

Under the Rules and Regulations of HUD, the M-BCG is 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 Subrecipient for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain the assurance from the Subrecipient, and Subrecipient so assures the M-BCG, that the Subrecipient 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 Subrecipient.

ARTICLE III **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY25 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, provide certain elements be included in contracts for recipients of federal grant awards acting as pass through entities.

Federal Award:

HOME American Rescue Plan

Subrecipient Name:

Family Advancement Ministries

Agency Unique Entity Identification (UEI):

J8RMY8GLZKN7

Federal Award Identification Number:

M-21-MP-13-0202

Federal Award Date:

August 27, 2021

Subaward period of performance start and end date:

July 1, 2025, thru June 30, 2026

Federal Funds Obligated:

\$205,008.00

Project Description:

Home-ARP – Supportive Services - Homelessness Prevention Program

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 American Rescue Plan; 14.231

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provide 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 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 Subrecipient in an amount not to exceed **Two Hundred Five, Eight Dollars (\$205,008.00)** (hereinafter the "Grant") to implement the following project (s): **"FAM HOME Investment Partnerships American Rescue Plan- Supportive Services-Homelessness Prevention" program.** Family Advancement Ministries is proposing to assist residents of Bibb County who find themselves homeless with no resources, with application fees, security deposits, moving fees, first month rent, last month rent, and subsequent other monthly rent, not to exceed three months. Said project(s) are more fully set forth in Exhibit "A" attached hereto and made a part hereof.

ARTICLE V
NOTICES

Subrecipient 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 Consolidated Government
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Manager
688 Walnut Street, Suite 101

Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-751-7390

If to Subrecipient: Family Advancement Ministries
538 Orange Street
Macon, GA 31201
Phone: (478)746-9803
Facsimile: (478)745-8671

ARTICLE VI **GENERAL CONDITIONS**

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 576 (the U.S. Housing and Urban Development regulations concerning HOME American Rescue Plans (HOME-ARP)) except that (1) the Subrecipient does not assume the M-BCG's environmental responsibilities and (2) the Subrecipient does not assume the M-BCG's responsibility for initiating the review process. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient 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 Subrecipient 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 Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient 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 Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

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

E. Insurance & Bonding

The Subrecipient 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 Subrecipient shall comply with the bonding and insurance requirements of 2 CFR part 200 or 2 CFR Part 200.325 and 2 CFR Part 200, Subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Subrecipient shall insure 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Subrecipient shall be notified pursuant to Article IV, and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Subrecipient 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 Subrecipient'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 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 Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient, 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 Subrecipient agrees to comply with 2 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 Subrecipient shall administer its program in conformance with OMB 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). Subrecipient 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). Subrecipient agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the M-BCG under this Agreement.
- (c). All Grant funds disbursed through a HOME American Rescue Plan shall be used only for eligible activities specifically outlined in this Agreement. The Subrecipient shall comply with any conditions and timetables set forth in this Agreement. In the event the Subrecipient does not comply with the conditions and timetables, or if the Subrecipient ceases to exist or provide the services for which the Grant was made, the Subrecipient will not carry out another HOME-ARP eligible project, the Subrecipient 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 Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 and 578.103 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 the components of the HOME-ARP program;
- (c). Records required to determine the eligibility of activities;
- (d). Records documenting compliance with the homeless definition of the HOME-ARP 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 24 CFR Part 576.

2. Retention

The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient'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 Subrecipient'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 Subrecipient has control over HOME-ARP 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 HOME-ARP eligible project.

6. Audits & Inspections

All Subrecipient 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 Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with the current M-BCG policy concerning Subrecipient audits and 2 CFR Part 200, Subpart F-Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with HOME-ARP funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use each 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

1. In order to obtain reimbursement from the M-BCG in connection with the Project, Subrecipient shall provide the following information:

- (a). Subrecipient 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 Subrecipient 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 Subrecipient shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.
 - (c). Time sheets shall be submitted as backup documentation for salary reimbursement.
 - (d). Request for reimbursement by Subrecipient shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Subrecipient.
 - (e). The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.
2. 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.
 3. The Department shall authorize the M-BCG's Finance Department to reimburse the Subrecipient for all costs it determines are eligible for reimbursement, pursuant to the audit.
 4. The M-BCG will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Subrecipient. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Subrecipient.

3. Progress Reports

The Subrecipient shall submit monthly Progress Reports to the M-BCG in the format and content provided as required by the M-BCG by the 10th of each following month, or as agreed upon electronically or in writing by the department and Subrecipient. Additions to or updated versions of these and other required forms may be provided to the Subrecipient by the department via email or in hard copy throughout the year, within reason. The department will give Subrecipient s advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Subrecipient shall comply with 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 Subrecipient.

(b). Subrecipient 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 Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

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

4. Security

Subrecipient'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. Subrecipient 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 X 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, 507.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the M-BCG any HOME-ARP 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 that funds received

under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be:

- (a). Transferred to the M-BCG for the HOME-ARP 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Subrecipient 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 Subrecipient 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 Subrecipient to assist in the formulation of such program. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient shall furnish and cause each of its own Subrecipient s 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 Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient will monitor all subcontracted services on a regular basis to assure 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 Subrecipient 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 Subrecipient shall undertake to ensure that all subcontracts let 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 Subrecipient.

(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 Subrecipient.

3. Hatch Act

The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 HOME-ARP-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 HOME-ARP-assisted activity, or with respect to the proceeds from the HOME-ARP-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 Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient 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 Subrecipient s shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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, Manager

Date

ATTEST:

FAMILY ADVANCEMENT MINISTRIES

Witness

GiGi Rolfes, Executive Director

Date

EXHIBIT "A"

SCOPE OF SERVICES AND TIMETABLE

The Subrecipient will be responsible for administering the HOME American Rescue Plan (HOME-ARP- Supportive Services – Homeless Prevention Program (HP) – **Family Advancement Ministries (FAM) Homelessness Prevention Program** in a manner satisfactory to 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 HOME American Rescue Plan program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY

Family Advancement Ministries has been providing assistance to low-income individuals and families since the mid 1990's. For over 35 years, our focus has been to reduce poverty in our community by providing financial assistance, support, and education to enable our citizens to become self-sufficient. For more than 10 years, FAM has administered the Emergency Solutions Grants (ESG) that provided rental and utility assistance to individuals and families in Macon-Bibb County. This assistance enabled families to remain in their homes, keep utilities on and prevent homelessness.

In addition to the direct financial assistance, FAM provides a wide array of social services support and case management helping families through the initial crisis and provides the tools necessary to prevent these types of crisis from reoccurring.

Program Delivery

Family Advancement Ministries will provide services and support free to participants in Macon-Bibb County. Through the HOME-ARP program, FAM will provide supportive services to eligible participants in Macon-Bibb providing rental and utility assistance. The amount and length of assistance will be determined by our case manager after interviews and review of required documentation.

Within FAM's HOME-ARP Supportive Services, assistance provided to individuals and families will be to those who are not already receiving services in other programs. Family Advancement's assistance will help program participants regain stability in their current permanent housing or move into other permanent housing. Services will include rental application fees, utility deposits, payment of rental arrears, and utility assistance (water, natural gas, electricity).

Family Advancement Ministries will serve the qualifying population of individuals and families living in Macon-Bibb who currently are living at least 50% below the medium income level (HUD 2025).

To market this program, FAM will notify all current partnerships of the eligibility of the program and procedures for potential participants. As a member of our local Continuum of Care, all partners will be made aware of the requirements, and FAM will notify the members of the COC of any updates regarding the program and/or participants. The program will be identified on our website and social media pages as well as informational flyers for distribution throughout this community.

Use of Homeless Management Information System (HMIS) and Coordinated Entry (CE)**IMPLEMENTATION PLANS**General Administration

Participants in the program may be living in or planning to move into apartments, duplex, single-family homes, as designated by code. Their expected household income level should be below 50% of the medium income level.

Within the FAM program, rents will not exceed the fair market value for the size of the housing unit and include all utility allowances for the unit. FAM proposes to offer assistance for rent and utilities to no more than 3 months of arrears. Funds requested include rental and utility assistance and a portion of the administrative costs of the grant program.

Policies and Procedures

Specific groups or individuals that will benefit from the program will include: homeless individuals and/or families, individuals and/or families living in shelters or hotels and motels paid for by charitable organization or other governmental programs, individuals or families who are at risk of losing their primary residence within 14 days or that lacks the resources to obtain permanent housing. FAM will also serve those who are considered at great risk of housing instability as designated by moving two or more times during the last 60 days, living in the home of another because of economic hardship or facing an eviction by the local courts. Veterans who meet the criteria for eligibility will also be included. FAM will serve moderate, low and very low-income levels as determined by HUD's income limits for Macon-Bibb County, GA.

Potential participants will schedule an appointment. At the first appointment, the general program and program requirements including eligibility will be discussed. Potential participants will present documentation that will allow the case worker to determine eligibility: GA ID, Social Security documentation, lease, utility invoices, income documentation (pay stubs, SNAP benefits, Child Support payment, pensions, etc.)

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES**General Administration****DESCRIPTION OF RELEVANT PERSONNEL/ADMINISTRATIVE PROCESSES**

Gigi Rolfes, Executive Director, is responsible for the overall operations and activities of Family Advancement Ministries. Mrs. Rolfes has over 30 years' experience in the non-profit arena and has served as the Executive Director at FAM since 2-17. During this time, FAM has executed numerous contracts for services successfully including state and federal funding as well as program funds from private foundations

and organizations. State and federal funding sources include the Emergency Solutions Grant (ESG and ESG-CV), Community Development Block Grants (CDBG and CDBG-CV) and Emergency Food and Shelter Grants (FEMA).

Kayla Isom is the Direct Services Manager at FAM. She has managed the direct assistance programs at FAM for the last 4 years, including Emergency Solutions Grants and Community Development Block Grants.

In the case that key personnel leave our organization, we will ensure that the project will continue without interruption. Current staff are cross trained to be able to assist during any transition and our personnel policies address new hiring policies and replacement of key personnel.

B. Program Components

The Subrecipient certifies that the activity carried out under this Agreement will meet one of the following HOME American Rescue Plan program components: Supportive Services – Homeless Prevention components.

C. Levels of Accomplishment - Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1. Provide rental assistance to eligible households	4-5	July 1, 2025, to June 30, 2026	52 individuals/families will be assisted
2. Provide utility assistance to eligible households	1-2	July 1, 2025, to June 30, 2026	18 individuals/families will be assisted
3. Case Management	4-5	July 1, 2025, to June 30, 2026	52 individuals/families will be assisted

SUBRECIPIENT is also responsible for submitting to M-BCG: monthly progress reports, time sheets, Participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

D. Performance Monitoring

The Subrecipient 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 Subrecipient with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subrecipient's compliance with the terms and conditions of this Agreement, and comparing the Subrecipient'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 Subrecipient 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 Subrecipient shall submit monthly progress reports as required by Section 6-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 10th of the following month.**

The M-BCG will monitor the performance of the Subrecipient 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 Subrecipient 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 Subrecipient shall insure 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 Subrecipient 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 Subrecipient 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 Subrecipient remains in control of HOME-ARP funds or other HOME-ARP assets, including program income.

III. BUDGET

<u>Line-Item</u>	<u>Amount</u>
Salaries and Benefits (Exec. Dir.-20%)	\$ 12,617.00
Salaries and Benefits (Dir. Svcs. Mgr.-50%)	\$ 26,371.00
Direct Benefits-Financial Assistance:	
Rental Payment	\$140,000.00
Utility Payments	\$ 20,000.00
Program Supplies	\$ 775.00
Transportation (Bus Passes)	\$ 1,000.00
Telecommunication (Phone and Internet)	\$ 2,245.00
<u>Marketing</u>	<u>\$ 2,000.00</u>
TOTAL	\$205,008.00

Any amendments to the budget must be in writing and approved by both the M-BCG and the Subrecipient. Any changes to the contract will be communicated in writing by the grantee to the Subrecipient after approval and prior to implementation.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$205,008.00**. Draw-downs 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 Subrecipient 's financial management system in accordance with the standards specified in 24 CFR 84.21.

Subrecipient is also responsible for submitting to 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

Subrecipient shall operate this project funded through the M-BCG's HOME American Rescue Plan Program according to the following guidelines:

1. Accounting and related records of Subrecipient shall comprise the following as a minimum:
 - a. Voucher System - All supporting documentation, such as purchase order, 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 file 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 HOME-ARP 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 M-BCG.
 - g. Checking Accounts - Monthly bank reconciliation shall be conducted by Subrecipient. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes.
 - h. Petty Cash - Subrecipient is encouraged to use an imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any HOME-ARP 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, Subrecipient is obligated to conform to the more restrictive practices and procedures. It is recommended that Subrecipient use a formal pre-numbered purchase order system where possible and applicable.

- j. Inventories - Subrecipient 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 HOME-ARP funds.
 - k. Property Records - Subrecipient 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 projects' 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 M-BCG, HUD and/or any of their authorized representatives.
 3. Subrecipient 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 TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH PLEASANT HILL LANDING, LP, FOR THE CONSTRUCTION OF A MULTI-FAMILY HOUSING DEVELOPMENT AT 151 MADISON STREET, IN THE AMOUNT OF \$1,400,000.00, TO BE PAID FROM 2025 HOME FUNDS AND COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, Pleasant Hill Landing, LP (“Pleasant Hill Landing”) is a not-for-profit affiliate of In-Fill Housing II, LLC, and the Macon-Bibb County Housing Authority (“MHA”) focused on developing high-quality affordable housing solutions, has designed a plan for the development of an affordable housing community in the Pleasant Hill neighborhood, to be known as Pleasant Hill Landing and consisting of three (3) three-story multi-family buildings; and

WHEREAS, on May 20, 2025, in Resolution R-25-0086, the Macon-Bibb County Commission authorized the transfer of 4.00 acres of real property located at 151 Madison Street to the MHA for the development of affordable housing to serve the Pleasant Hill Community alongside planned community spaces; and

WHEREAS, the Macon-Bibb County Commission finds that the plan proposed by Pleasant Hill Landing furthers the goal of promoting affordable housing and revitalization of the 151 Madison Street property to beneficial use in support of the Pleasant Hill neighborhood; 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 Pleasant Hill Landing, LP in the amount of ONE

MILLION FOUR HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$1,400,000.00), for the construction of a three-building multi-family affordable housing development, 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 Investment Partnership Program (HOME) and Community Development Block Grant (CDBG) 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

*J:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Pleasant Hill Landing at 151 Madison Street - \$1,400,000.00 -
HOME-CDBG - 12-9-25.docx*

EXHIBIT A

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND
Pleasant Hill Landing, LP**

This Independent Contractor Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County") and **Pleasant Hill Landing, L.P.** ("Contractor, a domestic non-profit corporation, with a principal address of 2015 Felton Avenue Macon, Georgia, 31201, 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 a new mixed use multifamily development known as Pleasant Hill Landing located at 151 Madison Street, Macon, GA. Pleasant Hill Landing will consist of the development and construction of three three-story walk-up buildings for multi-family affordable housing use, consisting of sixty-four units including eight one bedroom, forty-eight two bedroom and eight three bedroom. 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) and/or Community Development Partnership Program ("CDBG") in the total of ONE MILLION FOUR HUNDRED THOUSAND AND 00/100 CENTS (\$1,400,00.00) as full compensation for the infrastructure work to complete construction of a 64-unit mixed use multifamily development, as detailed in Exhibit A. By accepting this compensation, Contractor shall fully comply with all terms and conditions of the HOME/CDBG Program. Payment of all amounts due is 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 for the infrastructure associated with the development affordable housing, 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/CDBG funds and matching contributions. When Program Income is generated by housing that is only partially assisted with HOME/CDBG funds or matching funds, the income shall be prorated to reflect the HOME/CDBG 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 with HOME/CDBG 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 with HOME/CDBG 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/CDBG funds or matching contributions
- Proceeds from the sale of loans made with HOME/CDBG funds or matching contributions
- Proceeds from the sale of obligations secured by loans made with HOME/CDBG funds or matching contributions
- Interest earned on Program Income pending its disposition
- Any other interest or return on the investment permitted by HOME/CDBG funds or matching contributions as defined in 24 CFR 92.205(b)

Deed Restrictions: 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 developer in conformance with U.S. Department of Housing and Urban Development ("HUD") regulations to maintain the requisite level of proffered affordability (80% AMI).

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 developer elect to sale the property, Contractor shall ensure that the unit is resold to another developer that provides affordable housing to income eligible tenants if still within the period of affordability. Contractor shall adhere to the following requirements:

- Property must be resold to a developer providing affordable housing in the event of transfer by sale or foreclosure
- Terms must be included in the Agreement between Contractor and buyer

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 laws. 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 insured. 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. **Build America, Buy America** (when applicable). 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.

20. **Davis-Bacon Act** The contractor agrees to comply with all provisions of the Davis-Bacon Act (DBA) as amended (40 U.S.C. 3141-3148) and all Davis-Bacon Related Acts (DBRA) including The Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 18 U.S.C. 874) (Copeland Act), The Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.) (FLSA), The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) (CWHSSA), as applicable, based on the HUD regulations for the grant funding source. Some provisions include but are not limited to: Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. The contractor is required to send Certified Payroll Reports to ECDD weekly. The Contractor will display a copy of the current prevailing wage determination issued by the Department of Labor on the project site in an area accessible to all workers. The Contractor will allow ECDD to have access to all workers on the site to complete interviews for Davis-Bacon compliance

21. 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.

- (c) 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.
- (d) 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.
- (e) 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 filled 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).

22. 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.

23. 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.

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:

Pleasant Hill Landing, LP
Attn: Kathleen Mathews
Chief Administrative Officer
2015 Felton Avenue
Macon, GA 31201

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

Pleasant Hill Landing, LP:

By: _____
Kathleen Mathews, Chief Administrative Officer Date

Attested: _____
Date

(Name)(Title)

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 a new, mixed-use affordable housing multifamily development consisting of sixty-four units including eight one bedroom, forty-eight two bedroom and eight three bedroom units. Independent Contractor will construct the units utilizing these funds for infrastructure purposes. The units 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 Funds) and/or CDBG (Community Development Block Grant) funds in the amount of One Million Four Hundred Thousand Dollars and 00/100 Cents (**\$1,400,000.00**) 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: _____
Kathleen Mathews, Chief Administrative Officer Date

Exhibit A
Developer

Firm Name: Pleasant Hill Landing, LP
Name: Kathleen Mathews, Chief Administrative Officer
Address: 2015 Felton Avenue
City/State/Zip: Macon, GA 31201
Email Address: kmathews@maconhousing.com
Phone: (478)752-5060

FED ID: #99-450832

UEI: MZ3KR55XJRQ3

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:

Community Development Block Grant
HOME Investment Partnership Program

Subrecipient Name:

Pleasant Hill Landing, LP

Agency UEI Number:

MZ3KR55XJRQ3

Federal Award Identification Number:

B-21-MC-13-0005, B-23-MC-13-0005, B-24-MC-13-0005, M-23-MC-13-0202

Federal Award Date:

August 27, 2021, August 16, 2023, November 21, 2024, August 17, 2023

Subaward period of performance start and end date:

December 1, 2025, to June 30, 2026

Federal Funds Obligated:

\$1,400,000

Project Description:

Construction of infrastructure for a new mixed use affordable housing multifamily development consisting of sixty-four units including eight one bedroom, forty-eight two bedroom and eight three bedroom.

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 Grant; 14.218

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 15% de minimis indirect cost rate.

CONSTRUCTION COST ESTIMATED



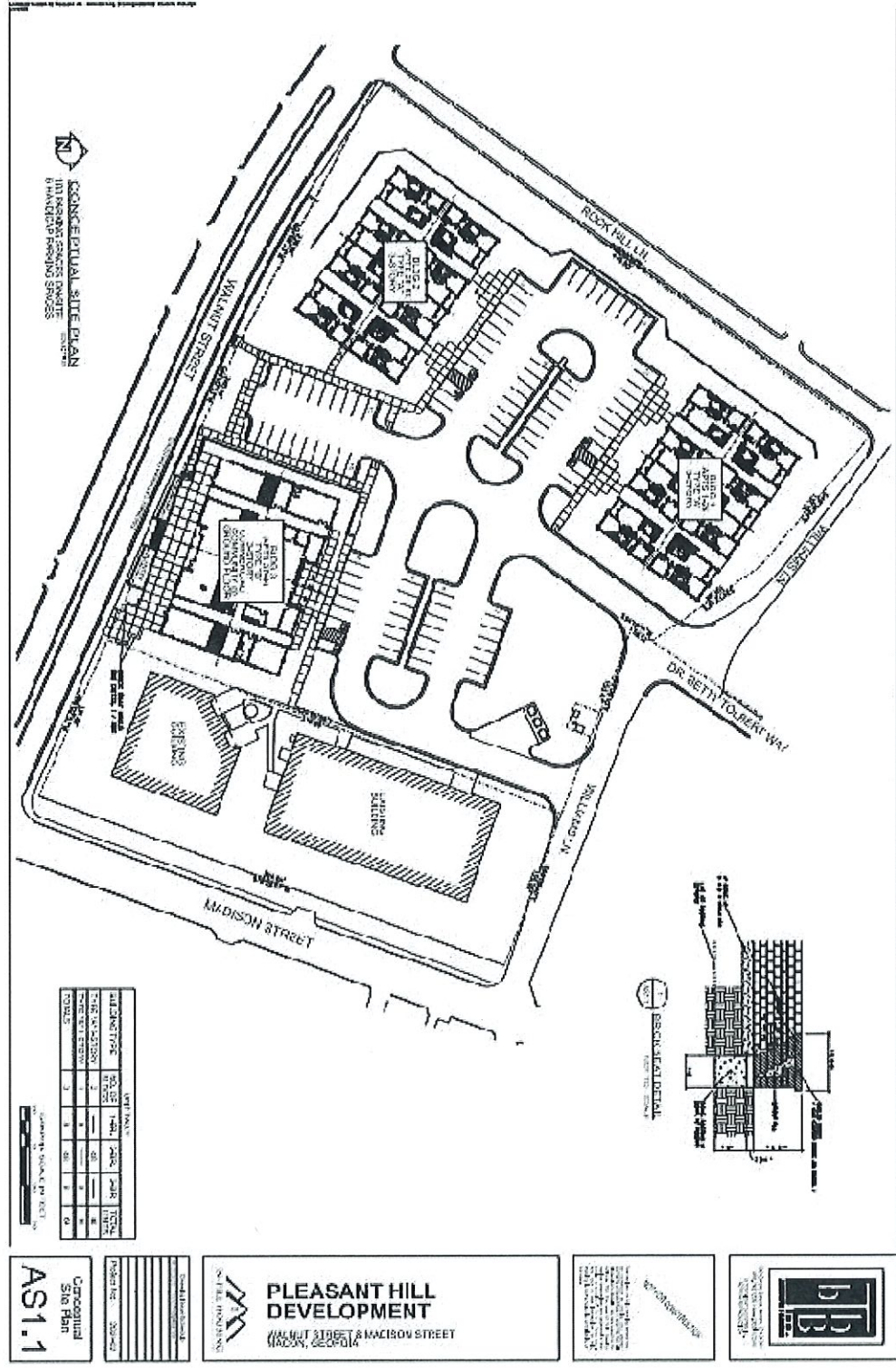
7747 Pleasant Hill Landing
GMP Budget Summary

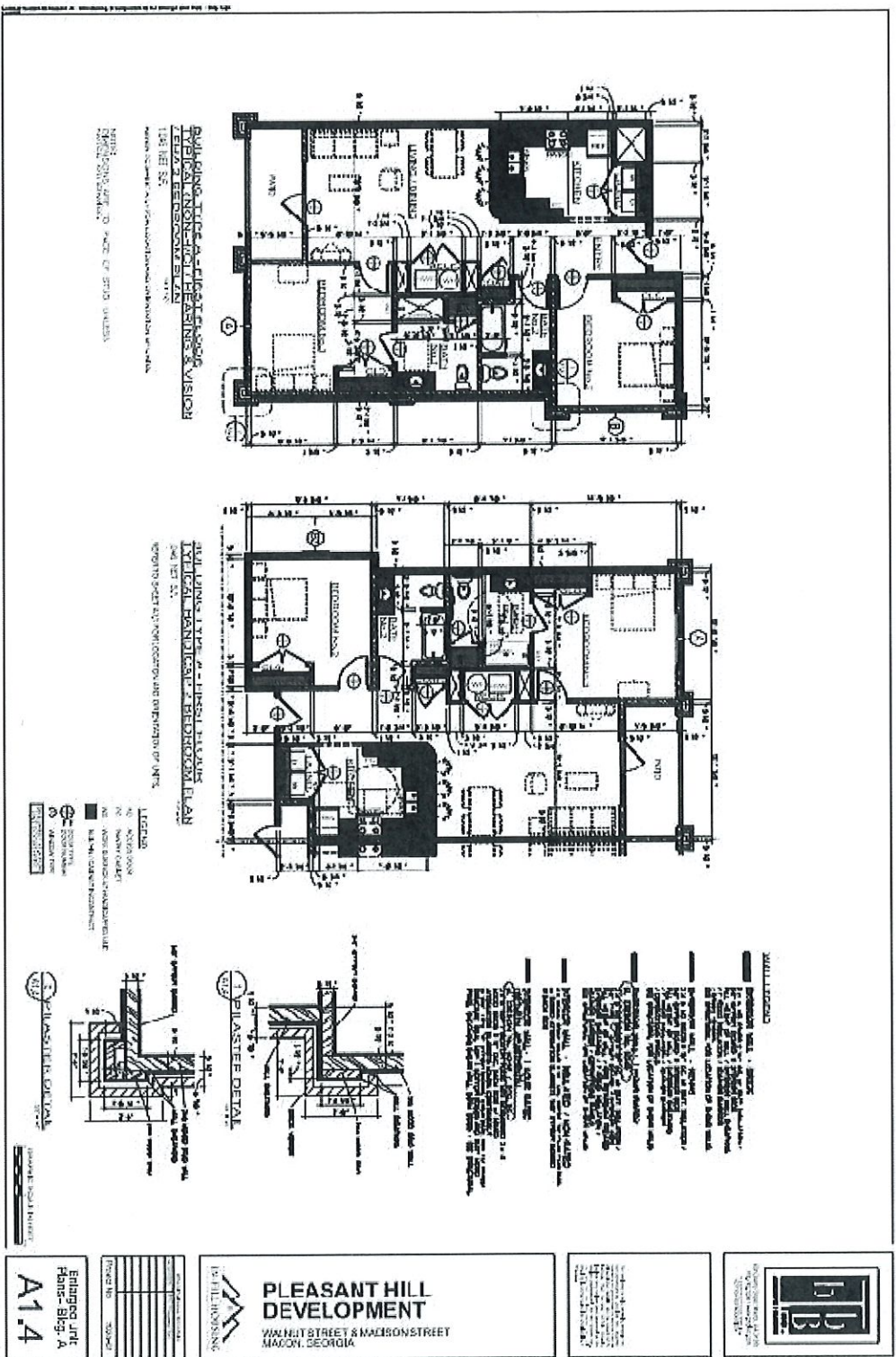
11/20/2025

Description	GMP Cost	S.F. Cost	Cost Per Unit
BUILDING COSTS		99063	64
Concrete	\$ 1,040,100	\$ 10.50	\$ 16,251.56
GFRC Bands & Coping	\$ -	\$ -	\$ -
Masonry	\$ 517,600	\$ 5.22	\$ 8,087.50
Precast Stair Treads (included in steel)	\$ -	\$ -	\$ -
Steel and Railings	\$ 339,428	\$ 3.43	\$ 5,303.58
Rough Carpentry	\$ 2,288,237	\$ 23.10	\$ 35,753.70
Millwork	\$ 507,849	\$ 5.13	\$ 7,935.14
Finish Carpentry	\$ 170,500	\$ 1.72	\$ 2,664.06
Fluid Applied Air Barrier	\$ -	\$ -	\$ -
Caulking and Sealants	\$ 75,940	\$ 0.77	\$ 1,186.56
Fiber Cement Siding	\$ 785,560	\$ 7.93	\$ 12,274.38
Insulation	\$ 151,073	\$ 1.53	\$ 2,360.52
Roofing	\$ 374,300	\$ 3.78	\$ 5,848.44
Parasol Panels	\$ -	\$ -	\$ -
Doors, Frames and Hardware	\$ 446,905	\$ 4.51	\$ 6,982.89
Windows	\$ 194,438	\$ 1.96	\$ 3,038.09
Aluminum Storefront	\$ 165,678	\$ 1.67	\$ 2,588.72
Drywall	\$ 957,823	\$ 9.67	\$ 14,965.98
Flooring	\$ 317,080	\$ 3.20	\$ 4,954.38
Painting	\$ 285,000	\$ 2.88	\$ 4,453.13
Gypcrete, Lightweight Concrete & Associated Waterproofing	\$ 246,961	\$ 2.49	\$ 3,858.77
Interior Signage	\$ 22,005	\$ 0.22	\$ 343.83
Canopies	\$ 58,020	\$ 0.59	\$ 906.56
Specialties	\$ 127,454	\$ 1.29	\$ 1,991.47
Appliances	\$ 30,000	\$ 0.30	\$ 468.75
Window Treatments	\$ 31,244	\$ 0.32	\$ 488.19
Elevator	\$ 130,150	\$ 1.31	\$ 2,033.59
Fire Sprinkler	\$ 171,800	\$ 1.73	\$ 2,684.38
Plumbing	\$ 803,597	\$ 8.11	\$ 12,556.20
HVAC	\$ 764,352	\$ 7.72	\$ 11,943.00
Electrical	\$ 1,046,830	\$ 10.57	\$ 16,356.72
Final Cleanup	\$ 88,343	\$ 0.89	\$ 1,380.36
SUBTOTAL - BUILDING COST	\$ 12,139,267	\$ 122.53	\$ 189,660.42
SITE COSTS			
Sitework	\$ 1,375,817	\$ 13.89	\$ 21,497.14
Site Utilities	\$ 502,206	\$ 5.07	\$ 7,846.97
Termite Control	\$ 12,155	\$ 0.12	\$ 189.92
Permanent Fencing	\$ 36,935	\$ 0.37	\$ 577.11
Storm Water Monitoring	\$ 4,800	\$ 0.05	\$ 75.00
Community Signs	\$ 10,000	\$ 0.10	\$ 156.25
Landscaping Allowance	\$ 120,000	\$ 1.21	\$ 1,875.00
SUBTOTAL - SITE COST	\$ 2,061,913	\$ 20.81	\$ 32,217.39
SOFT COSTS			
General Requirements 6%	\$ 852,010	\$ 8.60	\$ 13,312.66
Builder Overhead 2%	\$ 284,003	\$ 2.87	\$ 4,437.55
Building Permit - Paid Directly By Owner	\$ -	\$ -	\$ -
Contingency - Carried By Owner	\$ -	\$ -	\$ -
CM Fee - 5.5%	\$ 781,010	\$ 7.88	\$ 12,203.28
SUBTOTAL - SOFT COSTS	\$ 1,917,023	\$ 19.35	\$ 29,953.48
TOTALS-CONSTRUCTION COST	\$ 16,117,203	\$ 162.70	\$ 251,831.30

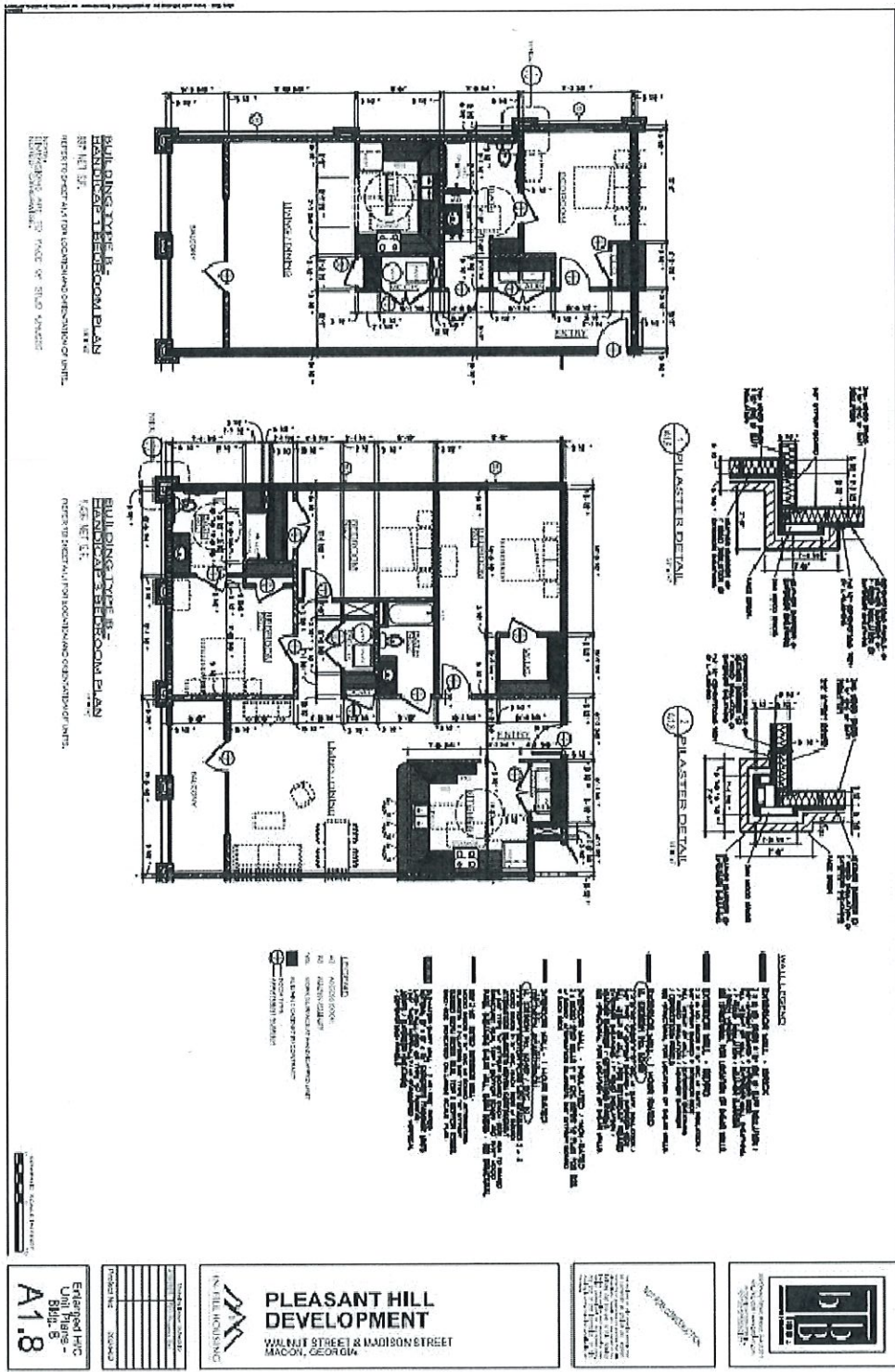
Site Description

The property at 151 Madison Street is approximately 4 acres located at the intersection of Walnut Street and Madison Street in Macon, Bibb County, Georgia. This tract will be subdivided from the original 5.14 acres of land currently owned by Macon-Bibb County who plans to demolish the existing structure on the Property and sell to In-Fill for the proposed development. The land was the former site of a Charter School that had been closed for many years and had become a blight to the Pleasant Hill community. The County would retain the gymnasium and auditorium structures on the remaining 1.27 acres for future Community use which would complement the property.











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:

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 |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A FY2026 GRANT FROM THE GOVERNOR’S OFFICE OF HIGHWAY SAFETY, IN THE AMOUNT OF \$211,425.74, WITH NO LOCAL MATCH, TO BE USED BY THE MACON JUDICIAL CIRCUIT DISTRICT ATTORNEY’S OFFICE TO IMPLEMENT THE PEDESTRIAN AWARENESS AND UNDERSTANDING SAFETY EDUCATION (“P.A.U.S.E.”) PROGRAM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon Judicial Circuit District Attorney’s Office has been awarded a FY2026 Grant from the Governor’s Office of Highway Safety (“GOHS”), in the amount of \$211,425.74, with no local match required; and

WHEREAS, the Macon Judicial Circuit District Attorney’s Office will utilize the grant funds to implement the Pedestrian Awareness and Understanding Safety Education (P.A.U.S.E) Youth Prevention and Education Program; and

WHEREAS, the grant will fund two full-time positions, equipment, program supplies and materials for youth engagement, mileage and vehicle maintenance for program-related travel across Bibb and surrounding counties; and

WHEREAS, a copy of the grant award notification, terms and conditions, and budget 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 accept this grant funds in the amount of \$211,425.74; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission authorizes the acceptance of GOHS grant funds in the amount of TWO HUNDRED ELEVEN THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS AND 74/100 CENTS (\$211,425.74), with no local match required, to implement the P.A.U.S.E Youth Prevention and Education Program, as described in Exhibit A.

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

BE IT FURTHER RESOLVED 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 GOHS Grant for DA's Office - \$211,425.74 12-10-2025.docx

EXHIBIT A



Governor's Office of Highway Safety

James H "Sloppy" Floyd Veterans Memorial Bldg.
2 Martin Luther King Jr. Drive SE. • Suite 370, East Tower • Atlanta, GA 30334
Telephone: 404.656.6996 or 888.420.0767 • Facsimile: 404.651.9107
www.gahighwaysafety.org

Brian P. Kemp
GOVERNOR

Allen Poole
DIRECTOR

December 1, 2025

Howard, Anita
Macon Judicial Circuit District Attorney's Office
661 Mulberry St
Macon, GA 31201

Re: **Application #: GA-2026-MJCD AO-181-APP**
Grant #: GA-2026-MaconJCDA-181
Project Title: P.A.U.S.E (Pedestrian Awareness and Understanding Safety Education)- Because Nobody Should Die While Walking

Dear Howard, Anita,

Congratulations! It is my pleasure to inform you that your application in the amount of **\$211,425.74** federal funds has been approved. The effective date of the grant is December 1, 2025, through September 30, 2026. Allowed costs incurred within this period are reimbursable at a rate of 100% of the approved federal funds allocated above.

*The Grant Terms and Conditions** have been updated and can be found within your grant application in the GOHS Grant Management System (GMS) or on the GOHS website. *Special Conditions**, **General Grant**, associated with your grant can also be found on the GOHS website and both contain important information from GOHS. These documents clearly identify the guidelines and requirements governing your grant. Please note under Grant Terms and Conditions **all grant awards are contingent upon the availability of federal funds** and must be identified separately in your agency's account system.

GOHS and the National Highway Traffic Safety Administration (NHTSA) must provide written approval prior to the purchase of any equipment item costing \$10,000.00 or more. If applicable and approval is granted, you will receive notification of the equipment approval from GOHS. Please ensure your agency follows its local procurement policy as well as the Buy America Act requirements. If local policies are not available, your agency must use the State of Georgia procurement procedures. By policy, GOHS is required to maintain inventory of any item that costs \$10,000 or more. For purposes of this policy, "equipment items \$10,000 or more" include any item that has the capability of storing data, such as desktop computers, laptops, and I-pads. The \$10,000 threshold also includes items that may physically cost less than \$10,000 but with taxes and shipping costs added will equal over \$10,000.

If your project allows for **Safety Items for Public Distribution**, such as bike helmets, reflector belts, or similar items whose sole purpose is to improve highway safety, you will be required to read, sign, and submit the document titled *Acknowledgement form for Distribution of Safety Items** to your grant manager at GOHS prior to distributing those items. This document should be signed by the project director and will be included in the grant file. If the Acknowledgement for Safety Items for Public Distribution document is not received prior to distribution, GOHS reserves the right to deny reimbursement.

GOHS is required to complete *Risk Assessments** on each grantee prior to the award and notify the grantee of the outcome. The Risk Assessment is based upon prior grants, audit reports, and/or interaction during the application process. Your agency's Risk Assessment score for the FFY 2026 grant year is **MED**.



If your jurisdiction/agency (combined) receives federal funds of \$1,000,000.00 or more in a year, an audit is required in accordance with 2 CFR Part 200, Subpart F. A copy of the audit report must be submitted to the Governor's Office of Highway Safety (GOHS) prior to September 30, 2026.

Agencies awarded federal funds through GOHS are required to receive their reimbursement payments electronically. If your agency received funds in FFY 2025, please review the information previously submitted to GOHS. If no changes are needed, GOHS will continue to use this information to reimburse electronically unless we receive new information. If changes are needed or you are a new grantee, you will need to complete the *"Supplier Change Request" form**. Grantees need to include a copy of a Voided Check or a MICR letter for their Bank, stating their electronic account number and routing number. Signatures on the Supplier Change forms must be WET – no computer-generated signatures (Adobe). New grantees will also need to complete the *W-9 Tax form**. All financial forms should be emailed to Paula Wilbanks, GOHS Grants Specialist at, gohs-finance@gohs.ga.gov no later than **December 15, 2025**, to prevent any delay in reimbursement.

Award packet documents discussed above and identified in *red and an asterisk (*)*, are all located on the GOHS website at <http://www.gahighwaysafety.org/current-grantees/>.

Organization Legal Name (as listed in SAM.gov): Macon-Bibb County

SAM Unique Entity Identifier: TVNBHEU6LLY9

Assistance Listing Number: 20.616

Assistance Listing Title: National Priority Safety Programs

FAIN: 69A3752430000405HGA0

Subaward Period of Performance Start and End Date: December 1, 2025 – September 30, 2026

Subaward Budget Period Start and End Date: December 1, 2025 – September 30, 2026

Should you have questions regarding the content of this letter, please contact **Anastacia Espada** at (404) 656-6996. GOHS looks forward to your partnership in helping to make Georgia's roadways safer.

Sincerely,



Allen Poole
Director

AP/sw

cc: Kalejta, Brittany, Project Director
Martin, Marie, Financial Officer
Anastacia Espada, GOHS Division Director



GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANT SPECIAL CONDITIONS

General Grant Application (Non-Law Enforcement)

The Georgia Governor's Office of Highway Safety (GOHS) is pleased to award this grant, with the following special conditions:

All GOHS grantees are expected to fulfill the following requirements in addition to the terms and conditions in the grant application:

1. All grantees are required to promote Georgia's safety belt laws, to include the necessity of drivers and passengers wearing safety belts and placing children in weight/height appropriate child safety restraints. Sub-recipients must have a written seat belt usage policy that requires all employees to comply with the Georgia seat belt laws. The most current information can be found on the GOHS website.
2. All grantees are **required** to publicize their GOHS awarded grant with the media, utilizing print, radio and/or television. This announcement must receive prior approval from GOHS before releasing to the media. It must be made within the first (1st) quarter of the approved grant. A copy of the actual announcement must be forwarded to GOHS. Records must be kept and provided to GOHS of all print media articles related to the grant as well as a copy of all announcements sent to radio and television stations. If possible, please provide radio/television station verification of the dates and times when announcements were aired.
3. All public awareness/education materials/items developed as part of the grant must receive prior approval from GOHS and include the current GOHS logo and/or a statement that indicates the project is sponsored by the Governor's Office of Highway Safety. Along with the submission of the request for reimbursement (claim) of such material/item, the sub-recipient shall submit to GOHS a photo or scan of the final product produced as part of the grant.
4. All equipment must be purchased within the first 90 days after the grant award effective date. Equipment with a cost of \$10,000.00 or more must be approved by GOHS and NHTSA prior to purchase. The agency must ensure that their local procurement policies as well as the Buy America Act are followed.
5. Grantees must obtain prior approval from GOHS before any out of state travel. A **Travel Authorization Form** must be completed and approved in the GOHS grants management system prior to making **ANY** travel arrangements. Claims and Progress Reports must be up to date prior to approval. In addition, the agency/organization policies for travel must also be adhered to. If there are no policies, GOHS travel policies must be followed.
6. As the grant period ends (September 30th), grantee must submit "Final Report" highlighting objectives met/unmet, major accomplishments, etc. The established due date will be provided by GOHS within the GOHS closeout letter prior to the end of fiscal year.
7. All grant programs must have an evaluation component that is approved by the Governor's Office of Highway Safety.
8. Grantee receiving funding from GOHS must submit programmatic and claim reports MONTHLY, by the 20th of the following month. Monthly reports must document and support the objectives and activities outlined in the grant. No financial claim will be processed without a programmatic report which supports the expense.

GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANT` SPECIAL CONDITIONS

General Grant Application (Non-Law Enforcement)

9. Grant amendments must be submitted in the GOHS grants management system prior to June 30th. After June 30th, only amendments regarding personnel changes will be accepted and approved by GOHS before the grant period ends.
10. All grant programs must cooperate fully with entities dealing with traffic safety issues to include, but not limited to: SADD, Safe Kids, Public Health, law enforcement agencies, etc.
11. All contractual agreements must receive prior written approval from GOHS. A copy of the contract must be submitted and approved by GOHS prior to execution and claim reimbursement.
12. Grantee must submit to GOHS a job description for each position listed and budgeted within their application within the first (1st) quarter of the grant period. The description may be included in the Resource Requirement section of the grant application.
13. Projects that include Safety Items for Public Distribution, including bike helmets, reflective belts, lights, etc. must complete the Acknowledgement form for Non-motorized Projects prior to the distribution of these items.

Please direct any questions about your grant and/or these conditions to your GOHS planner.

General Application 2026
Organization: Macon Judicial Circuit District Attorneys office
GA-2026-MaconJCDA-181
Version Date:11/28/2025 07:22:51 AM
Cost Category Summary

Cost Category	Total	Award Amount
Personnel Services - Salary	\$125,000.00	\$125,000.00
Personnel Services - Fringe Benefits	\$49,500.00	\$49,500.00
Regular Operating Expenses	\$25,625.94	\$25,625.94
Travel	\$9,800.00	\$9,800.00
Equipment Purchases	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00
Per Diem and Fees	\$0.00	\$0.00
Computer Charges and Computer Equipment	\$1,499.80	\$1,499.80
Telecommunication	\$0.00	\$0.00
Motor Vehicle Purchase	\$0.00	\$0.00
Rent/Real Estates	\$0.00	\$0.00
Enforcement/Activity Hours	\$0.00	\$0.00
Total	\$211,425.74	\$211,425.74

Matching Funds

11/28/2025

Page 35 of 37

Local Cash Match (You must enter at least a 0 before	0%	\$0.00
Federal Participation (percentage of total in Item 12)	100%	\$211,425.74

General Application 2026
Organization: Macon Judicial Circuit District Attorneys office
GA-2026-MaconJCDA-181
Version Date:11/28/2025 07:22:51 AM
Personnel Service Details – Position

Position/Title	Pay Code	Hours/Week	Pay Rate	Annual Salary	Time%	Project Salary
P.A.U.S.E Operations Director	Biweekly	40	\$28.85	\$60,000.00	100	\$60,000.00
P.A.U.S.E. Instructor- POST Certified	Biweekly	40	\$31.25	\$65,000.00	100	\$65,000.00

Total:\$125,000.00

11/28/2025

Page 21 of 37

General Application 2026
Organization: Macon Judicial Circuit District Attorneys office
GA-2026-MaconJCDA-181
Version Date: 11/28/2025 07:22:51 AM
Personnel Service Details –Benefits

Project Salaries	Percent of Time	Project Salary
Total	200%	\$125,000.00

Fringe Benefit Type	Percentage	Amount
F.I.C.A	7.65%	\$9,562.50
Retirement	12%	\$15,000.00
Health Insurance	14.5%	\$18,125.00
Workers Compensation	4%	\$5,000.00
Unemployment Insurance	1.45%	\$1,812.50
Total		\$49,500.00
Total Personnel Service (Total Salaries + Fringe Benefits)		\$174,500.00

General Application 2026
Organization: Macon Judicial Circuit District Attorneys office
GA-2026-MaconJCDA-181
Version Date:11/28/2025 07:22:51 AM
Pay Schedule For Project Employees

Pay Code	Month	Beginning Date	Ending Date	Actual Pay Date
Biweekly	November	11/9/2025	11/22/2025	11/26/2025
Biweekly	November	11/23/2025	12/6/2025	12/12/2025
Biweekly	December	12/7/2025	12/20/2025	12/26/2025
Biweekly	December	12/21/2025	1/3/2026	1/9/2026
Biweekly	January	1/4/2026	1/17/2026	1/23/2026
Biweekly	January	1/18/2026	1/31/2026	2/6/2026
Biweekly	February	2/1/2026	2/14/2026	2/20/2026
Biweekly	February	2/15/2026	2/28/2026	3/6/2026
Biweekly	March	3/1/2026	3/14/2026	3/20/2026
Biweekly	March	3/15/2026	3/28/2026	4/3/2026
Biweekly	March	3/29/2026	4/11/2026	4/17/2026

11/28/2025

Page 23 of 37

Biweekly	April	4/12/2026	4/25/2026	5/1/2026
Biweekly	April	4/26/2026	5/9/2026	5/15/2026
Biweekly	May	5/10/2026	5/23/2026	5/29/2026
Biweekly	May	5/24/2026	6/6/2026	6/12/2026
Biweekly	June	6/7/2026	6/20/2026	6/26/2026
Biweekly	June	6/21/2026	7/4/2026	7/10/2026
Biweekly	July	7/5/2026	7/18/2026	7/24/2026
Biweekly	July	7/19/2026	8/1/2026	8/7/2026
Biweekly	August	8/2/2026	8/15/2026	8/21/2026
Biweekly	August	8/16/2026	8/29/2026	9/4/2026
Biweekly	August	8/30/2026	9/12/2026	9/18/2026
Biweekly	September	9/13/2026	9/26/2026	10/2/2026
Biweekly	September	9/27/2026	10/10/2026	10/16/2026

General Application 2026
Organization: Macon Judicial Circuit District Attorneys office
GA-2026-MaconJCDA-181
Version Date:11/28/2025 07:22:51 AM
Enforcement Activity Hours

Resource	Pay Rate	Total Hours	Funds Needed
Total :		0	\$0.00

General Application 2026
Organization: Macon Judicial Circuit District Attorneys office
GA-2026-MaconJCDA-181
Version Date:11/28/2025 07:22:51 AM
Regular Operating Expenses

Description	Unit Price	Quantity	Total Costs
Printed Materials	\$1.50	4000	\$6,000.00
1800 Reflective Zipper Pulls	\$0.67	1800	\$1,206.00
1800 Light Up Wristbands	\$4.00	1800	\$7,200.00
High Lumen Projector	\$450.00	1	\$450.00
Portable Projector Screen	\$69.99	1	\$69.99
Wireless Speaker System for Presentations	\$299.95	1	\$299.95
Logo Wrap for Vehicles - Vehicle purchases will be In Kind. GOHS will cover the cost of the wrap.	\$5,200.00	2	\$10,400.00

Total:\$25,625.94

General Application 2026
Organization: Macon Judicial Circuit District Attorneys office
GA-2026-MaconJCDA-181
Version Date: 11/28/2025 07:22:51 AM
Travel

Description	Unit Price	Quantity	Total Costs
Vehicle Maintenance and Mileage (14,000 miles a year average. State of GA reimbursement 0.70 a mile)	\$0.70	14000	\$9,800.00

Total: \$9,800.00

General Application 2026
Organization: Macon Judicial Circuit District Attorneys office
GA-2026-MaconJCDA-181
Version Date:11/28/2025 07:22:51 AM
Equipment Purchases

Description	Unit Price	Quantity	Total Costs
-------------	------------	----------	-------------

Total:\$0.00

General Application 2026
Organization: Macon Judicial Circuit District Attorneys office
GA-2026-MaconJCDA-181
Version Date:11/28/2025 07:22:51 AM
Contractual Services

Description	Unit Price	Quantity	Total Costs
			Total:\$0.00

General Application 2026
Organization: Macon Judicial Circuit District Attorneys office
GA-2026-MaconJCDA-181
Version Date:11/28/2025 07:22:51 AM
Per Diem & Fees

Description	Unit Price	Quantity	Total Costs
			Total:\$0.00

General Application 2026
Organization: Macon Judicial Circuit District Attorneys office
GA-2026-MaconJCDA-181
Version Date:11/28/2025 07:22:51 AM
Computer Charges And Computer Equipment

Description	Unit Price	Quantity	Total Costs
Dell Laptop for the Director and Instructor	\$749.90	2	\$1,499.80

Total:\$1,499.80

General Application 2026
Organization: Macon Judicial Circuit District Attorneys office
GA-2026-MaconJCDA-181
Version Date:11/28/2025 07:22:51 AM
Telecommunication

Description	Unit Price	Quantity	Total Costs
-------------	------------	----------	-------------

Total:\$0.00

General Application 2026
Organization: Macon Judicial Circuit District Attorneys office
GA-2026-MaconJCDA-181
Version Date:11/28/2025 07:22:51 AM
Motor Vehicle Purchase

Description	Unit Price	Quantity	Total Costs
-------------	------------	----------	-------------

Total:\$0.00

General Application 2026
Organization: Macon Judicial Circuit District Attorneys office
GA-2026-MaconJCDA-181
Version Date:11/28/2025 07:22:51 AM
Rent or Real Estates

Description	Unit Price	Quantity	Total Costs
			Total:\$0.00