

City of Warner Robins  
Draft Council Agenda  
June 15, 2026  
Council Chambers  
700 Watson Blvd. Warner Robins, GA 31093  
4:30 PM

Opening Prayer Led by – Pastor Daryl Vining; Hebron Fellowship Baptist Church  
Pledge of Allegiance by – Okami Clark, FBLA Huntington Middle School

**Mayor Calls Meeting to Order**

**Adoption of the Agenda:**

Motion –  
Second –

**Announcements:**

- KWRB – Awards
  - Tiffany Bowen named Barbara Mason Executive Director of the Year
  - Greenspace Guardian Award
- Public Works – Award
  - Haley Tayse named Public Works Employee of the Year
- Parks, Recreation and Cultural Services
  - 41NBC Viewer's Choice Award – Community Recreation Center

**Proclamations/Awards/Presentations:**

- Proclamation – America's 250<sup>th</sup>; Daughters of the American Revolution
- Recognition – 43<sup>rd</sup> Annual Independence Day Celebration Sponsors
- Recognition - Take Flight Tour Participants
- Awards – Employee Service Awards

**1. Work Session Items**

- A. June 15, 2026 Agenda Discussion
- B. Joint Comprehensive Plan – Greg Boike; Middle Ga Regional Commission

**2. Formal Public Comments Pertaining to Current Agenda Items**

**3. Ordinance – FY 2027 Budget (SECOND READING) – Lauritsen**

**4. Consent Agenda – Lashley**

- A. June 1, 2026 Meeting Minutes
- B. Resolution – Employee Cost of Living Adjustment
- C. Resolution – Title VI Nondiscrimination; Georgia Department of Transportation

*The City of Warner Robins is endeavoring to be in total compliance with the Americans with Disabilities Act. If you require assistance or auxiliary aids in order to participate at the council meeting please contact the ADA Coordinator, Jessica Bird, at (478) 302-5505 or [jbird@wrqa.gov](mailto:jbird@wrqa.gov) as far in advance of the council meeting as possible. Persons with hearing disabilities can contact the City through the Georgia Relay Service, at (TDD) 1-800-255-0056 or (Voice) 1-800-255-0135.*

City of Warner Robins  
Draft Council Agenda  
June 15, 2026  
Council Chambers  
700 Watson Blvd. Warner Robins, GA 31093  
4:30 PM

5. **Purchasing Consent Items – Mack**

- A. **Resolution – Tri Scapes LLC** – Public Works; Right of Way Maintenance
- B. **Resolution – Forbes Dirt Work & Demolition Warrior, LLC** – PD/Code Enforcement; Demolition
- C. **Resolution – Good Success Company, Inc** – Parks, Recreation and Cultural Services; Janitorial Services
- D. **Resolution – Russell Landscape, LLC** – Parks, Recreation and Cultural Services; Mowing & Landscape Maintenance
- E. **Resolution – Dixie Lawn & Landscaping, Inc** – Stormwater; Mowing & Landscape Maintenance (Stormwater Ponds)
- F. **Resolution – RLC Farms, LLC** – Community and Economic Development; Demolition
- G. **Invoice Approvals**
  - I. Fire Department – Fisher Scientific Company LLC; \$49,409.50
  - II. Utilities – Delta Municipal Supply Company, Inc; \$31,140.00
  - III. Recreation, Parks and Cultural Services – Krown Sports; \$32,500.00
  - IV. Recreation, Parks and Cultural Services – Jerry Pate Turf & Irrigation; \$233,454.09
  - V. Police Department – Insight Public Sector, Inc; \$21,544.32

6. **Resolution – Employee Promotions – Bibb**

- PD Promotional Pinning

7. **Resolution – Engage Warner Robins Appointments – Holmes**

- Oath of Office

8. **Resolution – Deferred Loan Payment Write-Off – Curtis**

9. **Resolution – Intergovernmental Agreement; Peach County TSPLOST – Lauritsen**

10. **Resolution – Work Source Middle Georgia Fiscal Agent Agreement – Lashley**

11. **Resolution – Retail Liquor Package Stores & Regulated Products Moratorium – Mack**

Citizen Comments  
Council Comments  
Mayor's Comments  
Adjourn

City of Warner Robins  
Draft Council Agenda  
June 15, 2026  
Council Chambers  
700 Watson Blvd. Warner Robins, GA 31093  
4:30 PM

**Formal Public Comment – Speaker Protocol**

The City of Warner Robins has identified this portion of the meeting to allow individuals an opportunity to formally address specific item(s) on the agenda for this meeting. The Mayor will recognize the speaker at the appropriate time and ask him/her to come forward to the podium. During this public comment section, persons shall be permitted to speak for three (3) minutes. When that time period has expired, the mayor shall direct the person speaking to cease. A second request from the mayor to cease speaking shall be cause for the removal of the speaker. Any person making personal, impertinent, profane, or slanderous remarks, or who becomes boisterous while addressing the city council or who otherwise violates any of the above-mentioned rules while attending a council meeting shall be removed from the room at the direction of the mayor, and the person shall be barred from further audience before the council during that meeting. If the mayor fails to act, any member of the council may move to require the mayor to act. If so directed by the mayor or an affirmative vote of the majority of the council, the offending person shall be removed.

**Informal Public Comment – City Council Agenda Protocol**

The City of Warner Robins believes that any member of the general public should be afforded the opportunity to address the City Council provided that designated rules are followed by the speaker. Any member of the public who wishes to address the City Council and offer public comment may do so during the Informal Public Comment period of the meeting. These rules will govern; if silent, most recent edition of Robert's Rules of Order shall apply. Elected officials shall preserve order and decorum. City officials or employees shall not respond to questions posed during a meeting. Citizens shall conduct themselves with propriety and decorum. Unauthorized remarks from the audience, stamping of the feet, whistles, yells, and similar demonstrations shall not be permitted. Placards, banners, signs, pamphlets, flyers, or political materials shall not be permitted in the council chambers or conference room, general comments will be received. Persons are urged to limit comments to topics relevant to the operations or business of the City. During the public comment sections of a council meeting, persons shall be permitted to speak for three (3) minutes. When that time period has expired, the mayor shall direct the person speaking to cease. A second request from the mayor to cease speaking shall be cause for the removal of the speaker. Any person making personal, impertinent, profane, or slanderous remarks, or who becomes boisterous while addressing the city council or who otherwise violates any of the above-mentioned rules while attending a council meeting shall be removed from the room at the direction of the mayor, and the person shall be barred from further audience before the council during that meeting. If the mayor fails to act, any member of the council may move to require the mayor to act. If so directed by the mayor or an affirmative vote of the majority of the council, the offending person shall be removed.

**Placement on the Agenda**

Warner Robins requires that any person who wishes to place a subject on the agenda shall advise the City Clerk's Office and the specified subject matter which he or she desires to place on the agenda no later than 12:00 p.m. on the Wednesday 10 days prior to the council meeting. Every member of the public will be given an opportunity to be placed on the agenda once every six (6) months. The request can be done in person, regular mail, fax or e-mail. The request should state the name of the individual(s) desiring to be heard and the subject matter to be presented to City Council. Requests may be referred at the discretion of the City Clerk, to appropriate staff for mediation prior to being placed on the public agenda. Please be advised the request to be placed on the agenda does not entitle the speaker to be added to the agenda.

***The City of Warner Robins is endeavoring to be in total compliance with the Americans with Disabilities Act. If you require assistance or auxiliary aids in order to participate at the council meeting please contact the ADA Coordinator, Jessica Bird, at (478) 302-5505 or [jbird@wrqa.gov](mailto:jbird@wrqa.gov) as far in advance of the council meeting as possible. Persons with hearing disabilities can contact the City through the Georgia Relay Service, at (TDD) 1-800-255-0056 or (Voice) 1-800-255-0135.***



# CITY OF WARNER ROBINS

## THE INTERNATIONAL CITY

### MAYOR

LaRhonda W. Patrick

### MEMBERS OF THE COUNCIL

#### Post 1

Derek Mack

#### Post 2

Charlie Bibb

#### Post 3

Keith Lauritsen

#### Post 4

Kevin Lashley

#### Post 5

Clifford Holmes, Jr.

#### Post 6

Larry Curtis, Jr.

### CITY ADMINISTRATOR

James T. Drinkard

### CITY CLERK

Mandy Stella

### CITY ATTORNEY

Julia Bowen Mize

May 15, 2026

We are pleased to present our Recommended Annual Operating and Capital Budget for Fiscal Year 2027 for the City of Warner Robins, Georgia. The recommendations contained herein are based on the priorities of the Mayor and City Council and a thorough review of our current financial status, revenue trends, economic data, and our standard for providing a high level of service for citizens and property owners.

As was the case in Fiscal Year 2026, the City's budget is influenced by a number of disruptive economic pressures. Just as consumers are facing rising costs for electricity, gas, and other necessities, the City is seeing significant cost increases for the same items. We are also contending with very sharp increases in costs for asphalt and paving (68%), concrete (10%), pipe (60%), and other materials that are critical to our operations and public infrastructure. Too, like every business, we face rising payroll and benefits costs as we fight to attract and retain quality employees in a very competitive labor market.

On the revenue side of the balance sheet, we are facing constraints as economic forecasts predict slower growth, a tighter job market, and policy mandates from the General Assembly will negatively impact the City's revenues. Most significantly, year over year growth in our property tax digest, the primary source of General Fund revenues, is expected to be approximately 58% lower than we have seen over the past few years.

In this environment the City's focus on delivery of essential government services, purchasing cooperatives with other local governments and other strategies to achieve lower per unit pricing for materials, and improving operational efficiencies to control costs is more essential than ever. Unfortunately, generations of deferred maintenance on public facilities and infrastructure and other past fiscal decisions have to be addressed, forcing the City to increase revenues in order to meet the needs of our community.

#### STRATEGIC FOCUS

The Fiscal Year 2027 budget reflects five key strategic goals developed in coordination with the Mayor and Council priorities and reinforced by public input and staff planning efforts.

1. Ensure a safe and welcoming community
2. Strengthen fiscal stewardship, efficiency, and government effectiveness
3. Improve mobility and connectivity

4. Stimulate economic development and revitalization
5. Enhance the quality of life of all residents

Each department's funding and initiatives are aligned with these goals to ensure that the City's limited resources are directed toward meaningful, measurable progress.

### **FY2027 BUDGET HIGHLIGHTS**

The recommended FY2027 Operating and Capital Budget is focused on City Council priorities and responding to market conditions, including maintaining our competitive position in the labor market to retain and attract professional talent.

Key highlights include:

- Fully balancing the budget without drawing from the City's strategic and emergency reserves.
- Implementing a plan to fully restore over the next three fiscal years the City's reserve fund to best practice levels.
- Providing a 2.5% cost of living increase across the workforce to maintain the City's competitive position in the labor market.
- Capital investments in the City's water and sewer infrastructure necessary to strengthen the existing network, replace malfunctioning and aging meters, and expand the system to meet continued growth in the community.
- Investment of over \$1.5 million to resurface existing roads.
- Significant investments to improve existing park facilities including a complete renovation of Simpson-Peavey Park.
- Investments in technology systems and software to modernize operations and processes, enable more data-driven decision-making, and enhance services with less expansion of the workforce.
- Continuing and elevating service levels to meet and exceed the expectations of our citizens, business owners, and other stakeholders.

### **CITIZEN INPUT AND COMMUNITY PRIORITIES**

This budget was informed by public feedback gathered through town halls, advisory boards, and resident input. Common themes included:

- Enhancing street and municipal water infrastructure
- Improving public safety and code enforcement responsiveness
- Improving recreation facilities
- Continued beautification efforts

We have incorporated these themes into departmental operating initiatives and capital planning decisions.

### **BALANCED BUDGET**

The FY2027 budget is balanced for all funds and totals \$184,866,680 with the breakdown by fund type as follows:

FUNDS BY TYPE	DOLLARS
General Fund	\$86,862,321
Capital Projects Fund	\$30,920,327
Sanitation Enterprise Fund	\$10,671,490
Water And Sewer Enterprise Fund	\$26,861,571
Natural Gas Enterprise Fund	\$12,403,776
Stormwater Utility Enterprise Fund	\$3,267,421
Special Revenue Funds	\$9,663,551
<b>TOTAL</b>	<b>\$184,866,680</b>

**KEY BUDGET DRIVERS**

There are several major points of the FY2027 Budget that are worth special note:

- Property Taxes:** The FY2027 Budget requires an increase to the City’s millage rate of 4.85 mills (prior rate of 8.95) bringing the total millage rate to 13.8 mills and resulting in property tax revenues of \$44,830,108. The millage rate for homesteaded properties will be reduced by 3.54 mills for a total of 10.26 mills if voters approve the county-wide Floating Homestead Option Sales Tax (FLOST) during the May primary election.
- General Fund Operating Expenditures:** Targeted growth of 23.38% over FY2026. This figure includes growth in right-of-way maintenance costs, facility and infrastructure maintenance, and operating initiative funding, as well as the allocation of \$4.34 million to the City’s reserve fund as part of our three-year corrective action plan to meet our fund reserve obligation.
- Staffing:** Total of 636 full-time equivalents (FTEs) recommended as part of the FY2027 operating initiative requests.
- Employee Benefits:** Health insurance coverage premiums are projected to increase just over 4% for an \$855,625 citywide impact.
- Pensions:** Defined benefit pension contributions Increased by \$1,806,930 citywide compared to FY2026.

**OPERATING & CAPITAL PROJECT FUND INITIATIVES**

These initiatives represent targeted investments in operations, facilities, and staffing to support the City’s strategic goals, address immediate service needs, and implement key administrative recommendations

- SPLOST (\$32 million):** Parks upgrades and enhancements, machinery and equipment, and vehicles
- Infrastructure (\$5.16 million):** Stormwater, water and sewer, and natural gas enhancements
- Grants (\$1.6 million):** Local Maintenance and Improvement Grant (LMIG), Community Home Investment Program (CHIP), Warner Robins Area Transportation System (WRATS), Public Safety, and Family Connection
- Public Safety Enhancement (\$1.5 million):** Training, investigative supplies, vehicles, and professional software and support
- Community Development Support (\$584 thousand):** Downtown District design guidelines, cultural services, economic development marketing and product development
- Facility Improvements (\$913 thousand):** Public Safety building upgrades

- **Technology & Equipment (\$27 thousand):** Computer and office equipment
- **Machinery & Equipment (\$1.7 million):** Repair of specialty vehicles

**CONCLUSION**

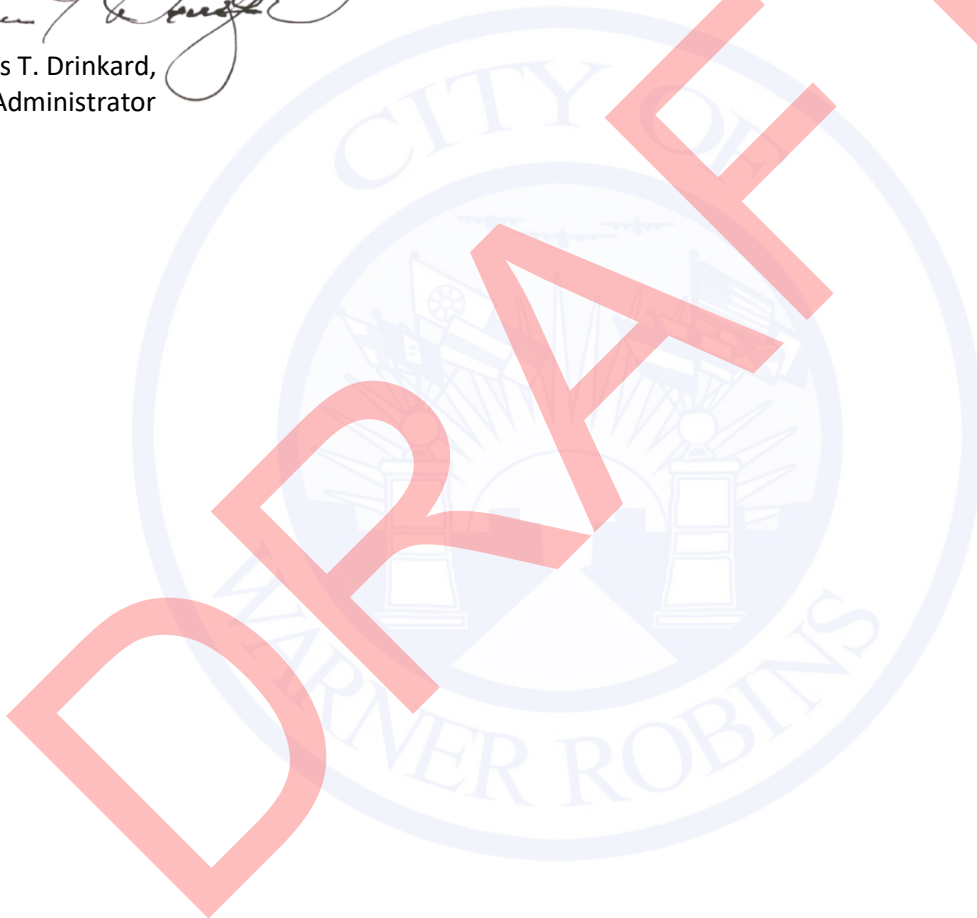
I want to express my appreciation to the Mayor and City Council for their vision and guidance with respect to City priorities and to our Department Directors and other senior staff who have worked together to generate a recommended budget that is laser focused on achieving key goals and providing value to the citizens and stakeholders of the City of Warner Robins.

Most importantly, I want to thank the citizens of Warner Robins for entrusting us to wisely invest your tax dollars to elevate this great community and ensure its bright future. We will work hard every day to be good stewards of those dollars and to earn your trust.

Respectfully Submitted,



James T. Drinkard,  
City Administrator



No. \_\_\_\_\_  
**CITY OF WARNER ROBINS**  
**STATE OF GEORGIA**

**ORDINANCE**

**WHEREAS**, the Mayor of the City of Warner Robins has prepared and submitted to the City Council a line-item budget for the fiscal year beginning July 1, 2026 and ending June 30, 2027; and,

**WHEREAS**, the Mayor and Council have studied and revised the proposed budget, and it is in the best interest of the City that the budget be adopted,

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Warner Robins that the annual budget for the general government for the fiscal year beginning July 1, 2026 and ending June 30, 2027, attached hereto and made part hereof, for the funds and amounts referenced as follows are hereby approved and adopted:

<b>FY 2027</b>			
<b>Budget, All Funds</b>			
<b>Fund</b>	<b>Budgeted Expenditures</b>	<b>Transfers to Other Funds</b>	<b>Total Expenditures and Transfers Out</b>
General Fund	\$86,862,321	\$0	\$86,862,321
Capital Projects Funds	\$30,920,327	\$0	\$30,920,327
Sanitation Enterprise Fund	\$10,671,490	\$0	\$10,671,490
Water and Sewer Enterprise Fund	\$28,757,077	\$1,895,506	\$30,652,583
Natural Gas Enterprise Fund	\$14,724,492	\$2,320,716	\$17,045,208
Stormwater Enterprise Fund	\$3,267,421	\$0	\$3,267,421
Special Revenue Funds	\$9,663,551	\$2,115,000	\$11,778,551
<b>Total Expenditures, All Funds</b>	<b>\$184,866,680</b>	<b>\$6,331,222</b>	<b>\$191,197,902</b>

**BE IT FURTHER ORDAINED** that during the fiscal year of July 1, 2026 to June 30, 2027, the General Fund shall receive transfers of \$987,500 from the Tourist Allocation Board (TAB); \$240,000 from the Rental of Motor Vehicles; \$1,895,506 from the Water and Sewer Enterprise Fund; and \$2,320,716 from the Natural Gas Enterprise Fund.

**BE IT FURTHER ORDAINED** that the Budget shall be amended so as to adapt to changing governmental needs during the fiscal year as follows:

- (1) Any increase in appropriations in any Fund for any Function/Department, whether through a change in Anticipated Revenues in any Fund or through a transfer of appropriations among Functions/Department, in excess of the approved budget shall require an ordinance of Mayor and Council authorizing said funds to be expended, except in the case of insurance reimbursements for vehicle collisions and other equipment losses, and reimbursements of

materials purchased from the City of Warner Robins, in which instance the Chief Financial Officer's Office is granted authority to allocate funds to the appropriate Function/Department line item from insurance proceeds, or from reimbursement of materials, for the replacement or repair of damaged equipment items, and for replacement of materials;

- (2) In the event of receipt of un-budgeted grant revenues, the Chief Financial Officer's Office is granted authority to allocate such funds to the appropriate Function/Department line item in order to comply with the purpose of such grant receipts;
- (3) Any transfers of appropriations in any line item can be shifted from one line item to another within each Fund/Function/Department, only by written approval of the Mayor.
- (4) Any transfers from the committed fund balances of the City's Special Revenue Funds to further the support of those Funds' purpose shall require written approval of the Mayor.
- (5) Any allocation of the unassigned fund balance of the General Fund's minimum targeted level, not to exceed the total of one month's unassigned fund balance, must be returned to its target level within twenty-four (24) months of withdrawal.

**BE IT FURTHER ORDAINED** that the salaries of municipal employees are not established by the budget, and increase in salaries will only be done according to procedures outlined in the Classification, Salary Administration and Performance Management System.

If any ordinance or part thereof, of the City of Warner Robins is in conflict herewith, this ordinance shall have preference. If any provisions of this ordinance are held invalid, such invalidity shall not affect any of the other provisions, which can be given effect without the invalid provision, and, to this end, the provisions of this ordinance are declared to be severable.

The provisions of this ordinance were first read on June \_\_\_\_\_, 2026 and shall become effective upon adoption on June \_\_\_\_\_, 2026

CITY OF WARNER ROBINS, GEORGIA

BY: \_\_\_\_\_  
LaRhonda Patrick, Mayor

ATTEST: \_\_\_\_\_  
Mandy Stella, City Clerk



**City of Warner Robins, GA**  
**Tentative General Fund Budget and Projected Budgets - All Funds**  
**July 1, 2026 - June 30, 2027**

Description	Total All Funds	General Fund	SPLDST Funds '12/'18/'24	WRPFA Capital Projects Fund	Sanitation Enterprise Fund	Water & Sewer Enterprise Fund	Natural Gas Enterprise Fund	Stormwater Enterprise Fund	Other Non-Major Funds	ARPA Fund
<b>ANTICIPATED REVENUES</b>										
General Property & Other Taxes	\$ 54,045,108	\$ 54,045,108	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Selective Sales & Use Taxes	\$ 17,487,480	\$ 17,487,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses and Permits	\$ 562,000	\$ 562,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fines and Forfeitures	\$ 2,435,858	\$ 2,385,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,858	\$ -
Intergovernmental Revenues	\$ 29,394,724	\$ 1,478,387	\$ 27,379,637	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 436,100	\$ 100,000
Charges for Services	\$ 88,628,000	\$ 3,149,000	\$ -	\$ -	\$ 10,900,000	\$ 29,510,000	\$ 25,530,000	\$ (3,270,000)	\$ 2,809,000	\$ -
Contributions	\$ 64,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,250	\$ -
Investment Revenues	\$ 5,168,405	\$ 500,000	\$ 2,977,605	\$ -	\$ 30,000	\$ 0	\$ 965,000	\$ 30,000	\$ 655,800	\$ -
Other Revenues	\$ 2,751,150	\$ 131,350	\$ -	\$ -	\$ 270,000	\$ 1,518,000	\$ 546,800	\$ 70,000	\$ 215,000	\$ -
<b>Total Anticipated Revenues</b>	<b>\$ 180,526,975</b>	<b>\$ 79,738,925</b>	<b>\$ 30,357,242</b>	<b>\$ -</b>	<b>\$ 11,200,000</b>	<b>\$ 31,028,000</b>	<b>\$ 27,041,800</b>	<b>\$ (3,170,000)</b>	<b>\$ 4,231,008</b>	<b>\$ 100,000</b>
Transfers From Other Funds	\$ 6,381,216	\$ 5,393,716	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 987,500	\$ -
Sale of Fixed Assets	\$ 15,000	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Fund Balance Allocation	\$ 6,067,500	\$ 1,714,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,352,820
<b>Total Funds Available</b>	<b>\$ 192,990,691</b>	<b>\$ 91,202,321</b>	<b>\$ 30,357,242</b>	<b>\$ -</b>	<b>\$ 11,200,000</b>	<b>\$ 31,028,000</b>	<b>\$ 27,041,800</b>	<b>\$ (3,170,000)</b>	<b>\$ 5,218,508</b>	<b>\$ 4,452,820</b>
<b>ANTICIPATED EXPENDITURES</b>										
General Government	\$ 22,439,914	\$ 17,987,094	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ 4,452,820
Judicial	\$ 1,258,592	\$ 1,238,592	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -
Public Safety	\$ 45,253,314	\$ 45,148,314	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105,000	\$ -
Public Works	\$ 10,098,940	\$ 10,098,940	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recreation	\$ 5,322,794	\$ 5,322,794	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Development	\$ 8,726,515	\$ 5,755,784	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,970,731	\$ -
Downtown Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Services	\$ 10,671,490	\$ -	\$ -	\$ -	\$ 10,671,490	\$ -	\$ -	\$ -	\$ -	\$ -
Water & Sewer Distribution	\$ 23,482,376	\$ -	\$ -	\$ -	\$ 23,482,376	\$ -	\$ -	\$ -	\$ -	\$ -
Natural Gas Distribution	\$ 10,694,526	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,694,526	\$ -	\$ -	\$ -
Stormwater Utility	\$ 3,267,421	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,267,421	\$ -	\$ -
Capital Outlay	\$ 30,446,465	\$ -	\$ 30,446,465	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ -
Debt Service	\$ 6,873,112	\$ 1,310,805	\$ 211,712	\$ -	\$ -	\$ 3,379,195	\$ 1,705,250	\$ -	\$ 262,150	\$ -
<b>Total Expenditures</b>	<b>\$ 178,535,458</b>	<b>\$ 86,862,321</b>	<b>\$ 30,658,177</b>	<b>\$ -</b>	<b>\$ 10,671,490</b>	<b>\$ 26,861,571</b>	<b>\$ 12,403,776</b>	<b>\$ 3,267,421</b>	<b>\$ 3,357,881</b>	<b>\$ 4,452,820</b>
Transfers to Other Funds	\$ 6,331,222	\$ -	\$ -	\$ -	\$ -	\$ 1,895,506	\$ 2,320,716	\$ -	\$ 2,115,000	\$ -
Net Change in Fund Balance	\$ 2,056,511	\$ (1,714,680)	\$ (300,935)	\$ -	\$ 528,510	\$ 2,270,923	\$ 12,317,308	\$ (6,437,421)	\$ (254,373)	\$ (4,452,820)
General Fund Balance Reserve Allocation	\$ 4,340,000	\$ 4,340,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Balance, July 1	\$ 135,918,853	\$ 10,450,124	\$ 31,413,714	\$ 3,827,302	\$ 2,893,182	\$ 40,258,940	\$ 17,253,016	\$ 25,648,919	\$ 7,173,656	\$ -
Fund Balance, June 30	\$ 142,315,364	\$ 13,075,444	\$ 31,112,779	\$ 3,827,302	\$ 3,421,693	\$ 42,529,863	\$ 29,570,324	\$ 16,211,497	\$ 6,919,283	\$ 0



# City of Warner Robins City Council Meeting Minutes

---

**Monday, June 1, 2026**

**4:30 PM**

**Council Chambers**

---

**Presiding:** Mayor LaRhonda W. Patrick

**City Officials Present:**

Councilman Keith Lauritsen  
Councilman Larry Curtis

Councilman Kevin Lashley  
Councilman Derek Mack

**City Officials Absent:**

Councilman Charlie Bibb  
Councilman Clifford Holmes

**Regular Meeting of Warner Robins City Council**

**Opening Prayer:** Pastor Mack McCullough; Word in Season Ministries

**Pledge of Allegiance:** Lt. James Bish; WRPD

**Call to Order:** 4:46 p.m.

**Adoption of the Agenda:** Councilman Lauritsen motioned to adopt the agenda with amending item #7 to be heard by Councilman Lashley. Councilman Mack seconded the motion. Councilmen Mack, Lauritsen, Lashley, and Curtis voted for adoption of the agenda.

**Announcements:**

**Proclamations/Awards/Presentations:**

- Presentation – Sleep in Heavenly Peace
- Presentation – State of Georgia House Resolution; Representative Bethany Ballard
- Awards – Warner Robins Police Department “Of the Year”; Chief Fisher
  - Supervisor of the Year, Lt. James Bish
  - Detective of the Year, Det. Karmen Thompson
  - Officer of the Year, Ofc. John Ford
  - Civilian of the Year, Ms. Crystal Noll

Mayor LaRhonda Patrick requested a motion to amend the agenda to add item # 1C – Russell Parkway/Lake Joy development discussion to the agenda. Councilman Lauritsen motioned to adopt the agenda with the addition of item #1C – Russell Parkway/Lake Joy development discussion. Councilman Mack seconded. Councilmen Mack, Lauritsen, Lashley, and Curtis voted for approval

<b>Action Item 1</b>	<b>Work Session Items</b>
<b>Motion:</b>	N/A
<b>Second:</b>	N/A
<b>Outcome:</b>	N/A

<b>Action Item 1 (A)</b>	<b>Discussion of June 1, 2026 Agenda Items</b>
All Items discussed in detail	

<b>Action Item 1 (B)</b>	<b>Sick Leave Pool Policy Update</b>
Melanie Byer; Human Resources Director, presented two draft amendments to the current sick leave pool policy.	

<b>Action Item 1 (C)</b>	<b>Lake Joy/Russell Parkway Development Discussion</b>
Darin Curtin; Planning and Zoning Manager, presented an update to the grading and current development phase.	

<b>Action Item 2</b>	<b>Formal Public Comments Pertaining to Current Agenda Items</b>
<b>Motion:</b>	N/A
<b>Second:</b>	N/A
<b>Outcome:</b>	N/A

Action Item 3 Consent Agenda	
A. May 18, 2026 Meeting Minutes B. Resolution – Employee Promotions C. Resolution – Hometown Occupational Medicine, LLC D. Resolution – AC Doctor, LLC E. Purchasing Items I. General Administration – Ribbon Communications Operating Company; \$10,151.98 II. General Administration – Hays Service; \$25,277.00	
<b>Motion:</b>	Councilman Curtis moved for the approval of the consent agenda.
<b>Second:</b>	Councilman Lashley
<b>Outcome:</b>	Councilmen Mack, Lauritsen, Lashley, and Curtis voted for approval.

Action Item 3 (A)	May 18, 2026 Meeting Minutes
The minutes of the Regular Meeting of May 18, 2026 were presented for approval.	

Action Item 3 (B)	Resolution – Employee Promotions
<p>A resolution that the following employees are recommended for promotion by their respective Department Directors, and the Mayor and City Council deem such recommendations beneficial:</p> <ul style="list-style-type: none"> <li>• Andrew Piper, promoted from UT Maintenance Crew Leader (Sewer), Job Class #908, Grade 15, Utility Department to Assistant UT Maintenance Supervisor (Sewer), Job Class #948, Grade 16, Utility Department, to be effective June 8, 2026.</li> <li>• Forrest Hall Jr., promoted from Equipment Operator (Sewer), Job Class #912, Grade 10, Utility Department to Heavy Equipment Operator (Sewer), Job Class #935, Grade 12, Utility Department, to be effective June 8, 2026.</li> <li>• Kevin Sappington, promoted from UT Maintenance Worker II (Sewer), Job Class #926, Grade 09, Utility Department to Utilities Locator, Job Class #962, Grade 14, Utility Department, to be effective June 8, 2026.</li> <li>• Carolina Acuna, promoted from Customer Service Specialist, Job Class #178, Grade 10, General Administration to Delinquent Account Specialist, Job Class #162, Grade 12, General Administration, to be effective June 8, 2026.</li> </ul>	

<b>Action Item 3 (C)</b>	<b>Resolution – Hometown Occupational Medicine, LLC</b>
<p>A resolution to authorize Mayor LaRhonda W. Patrick to execute the attached annual contract between Hometown Occupational Medicine, LLC (“Contractor”) and the City of Warner Robins, Georgia (“City”), for a term beginning June 1, 2026, and ending May 31, 2027, for scope of work and prices identified in BID NO. 26-F-4774 Annual Contract NFPA 1582 Firefighter Physicals.</p>	

<b>Action Item 3 (D)</b>	<b>Resolution – AC Doctor, LLC</b>
<p>A resolution to authorize Mayor LaRhonda W. Patrick to execute the attached annual contract between AC Doctor, LLC (“Contractor”) and the City of Warner Robins, Georgia (“City”), for a term beginning July 1, 2026, and ending June 30, 2027, for scope of work and prices identified in BID NO. 26-F-4752 Annual Contract for Heating, Ventilation and Air Conditioning (HVAC) Maintenance and Repair Services-Fire Department Facilities.</p>	

<b>Action Item 3 (E)</b>	<b>Purchasing Items</b>
<p><b>Purchasing Items</b></p> <ul style="list-style-type: none"> <li>I. General Administration – Ribbon Communications Operating Company; \$10,151.98</li> <li>II. General Administration – Hays Service; \$25,277.00</li> </ul>	

<b>Action Item 4</b>	<b>Rezoning Petition – Chastain Park DVP, LLC</b>
<p>A motion to approve the rezoning petition from Chastain Park DVP, LLC for a portion of property, known as tax parcel [OW0670 012B000], said portion totaling 0.06 acres, located along the south side of S Corder Road, east of Houston Lake Road from the zoning of R-1[Single Family Residential] to the zoning of PUD[Planned Unit Development]</p>	
<b>Motion:</b>	Councilman Lauritsen moved for the approval.
<b>Second:</b>	Councilman Mack
<b>Outcome:</b>	Councilmen Mack, Lauritsen, Lashley, and Curtis voted for approval.

<b>Action Item 5</b>	<b>Resolution – Schneider Electric Buildings Americas</b>
----------------------	---

A resolution to authorize Mayor LaRhonda W. Patrick to execute the attached Energy and Construction Services Contract (Multi-Project) and Construction Addendum #1 between Schneider Electric Buildings Americas, Inc. (“ESCO”) and the City of Warner Robins, Georgia (“City”), for LED lighting retrofit and energy improvement services at various City facilities, in an amount not to exceed \$2,684,513.00, pursuant to the terms and conditions outlined in the attached agreement.

<b>Motion:</b>	Councilman Lashley moved for the approval.
<b>Second:</b>	Councilman Curtis
<b>Outcome:</b>	Councilmen Mack, Lauritsen, Lashley, and Curtis voted for approval.

<b>Action Item 6</b>	<b>Resolution – Retail Liquor Package Stores &amp; Regulated Products Moratorium Extension</b>
----------------------	--

A resolution of the Mayor and Council of the City of Warner Robins, that an extension of the moratorium for the permitting of retail liquor package store licenses shall be extended 120 days. No applications for retail liquor package store licenses within the City of Warner Robins shall be received or issued and such moratorium shall remain in effect until September 29, 2026, absent subsequent action by the governing authority.

<b>Motion:</b>	Councilman Mack moved for the approval.
<b>Second:</b>	Councilman Lauritsen
<b>Outcome:</b>	Councilmen Mack, Lauritsen, Lashley, and Curtis voted for approval.

<b>Action Item 7</b>	<b>Ordinance #15-26 – Classification Plan Update</b>
----------------------	--

Ordinance #15-26 of the governing authority of the City of Warner Robins that the City Classification Plan is amended as follows, with the changes to go into effect at the beginning of the next pay period, June 8, 2026:

Reclassify the position of Records Manager, Job Class # 142, Grade # 19, Office of the City Clerk, authorized strength of 1, to Grade 21. Incumbent to receive 10% increase.

Reclassify the position of Police Records Manager, Job Class # 600, Grade # 15, Police Department, authorized strength of 1, to Grade 21.	
<b>Motion:</b>	Councilman Lashley moved for the approval of Ordinance #15-26 and to waive the second reading.
<b>Second:</b>	Councilman Curtis
<b>Outcome:</b>	Councilmen Mack, Lauritsen, Lashley, and Curtis voted for approval.

<b>Action Item 8</b>	<b>Ordinance #16-26 – Classification Plan Update</b>
<p>Ordinance #16-26 of the governing authority of the City of Warner Robins that the City Classification Plan is amended as follows, with the changes to go into effect July 6, 2026.</p> <p>Reclassify and change the title of the position of Admin Secretary (Mayor), Job Class # 146, Grade # 10, Office of the Mayor, authorized strength of 1, to Administrative Technician (Mayor), Job # 179, Grade 13, authorized strength of 1, Office of the Mayor.</p>	
<b>Motion:</b>	Councilman Curtis moved for the approval of Ordinance #16-26 and to waive the second reading.
<b>Second:</b>	Councilman Lashley
<b>Outcome:</b>	Councilmen Mack, Lauritsen, Lashley, and Curtis voted for approval.

<b>Action Item 9</b>	<b>Ordinance – FY 2027 Budget – FIRST READING</b>
<p>Ordinance of the Mayor and Council of the City of Warner Robins that the annual budget for the general government for the fiscal year beginning July 1, 2026 and ending June 30, 2027, attached hereto and made part hereof, for the funds and amounts referenced as follows are hereby approved and adopted:</p>	

**FY 2027  
Budget, All Funds**

Fund	Budgeted Expenditures	Transfers to Other Funds	Total Expenditures and Transfers Out
General Fund	\$86,731,423	\$0	\$86,731,423
Capital Projects Funds	\$32,621,155	\$0	\$32,621,155
Sanitation Enterprise Fund	\$10,671,490	\$0	\$10,671,490
Water and Sewer Enterprise Fund	\$28,050,591	\$1,895,506	\$29,946,097
Natural Gas Enterprise Fund	\$14,723,737	\$2,320,716	\$17,044,453
Stormwater Enterprise Fund	\$3,257,347	\$0	\$3,257,347
Special Revenue Funds	\$8,211,824	\$2,115,000	\$10,326,824
<b>Total Expenditures, All Funds</b>	<b>\$184,267,566</b>	<b>\$6,331,222</b>	<b>\$190,598,788</b>

**BE IT FURTHER ORDAINED** that during the fiscal year of July 1, 2026 to June 30, 2027, the General Fund shall receive transfers of \$987,500 from the Tourist Allocation Board (TAB); \$240,000 from the Rental of Motor Vehicles; \$1,895,506 from the Water and Sewer Enterprise Fund; and \$2,320,716 from the Natural Gas Enterprise Fund.

**BE IT FURTHER ORDAINED** that the Budget shall be amended so as to adapt to changing governmental needs during the fiscal year as follows:

- (1) Any increase in appropriations in any Fund for any Function/Department, whether through a change in Anticipated Revenues in any Fund or through a transfer of appropriations among Functions/Department, in excess of the approved budget shall require an ordinance of Mayor and Council authorizing said funds to be expended, except in the case of insurance reimbursements for vehicle collisions and other equipment losses, and reimbursements of materials purchased from the City of Warner Robins, in which instance the Chief Financial Officer's Office is granted authority to allocate funds to the appropriate Function/Department line item from insurance proceeds, or from reimbursement of materials, for the replacement or repair of damaged equipment items, and for replacement of materials;
- (2) In the event of receipt of un-budgeted grant revenues, the Chief Financial Officer's Office is granted authority to allocate such funds to the appropriate Function/Department line item in order to comply with the purpose of such grant receipts;
- (3) Any transfers of appropriations in any line item can be shifted from one line item to another within each Fund/Function/Department, only by written approval of the Mayor.
- (4) Any transfers from the committed fund balances of the City's Special Revenue Funds to further the support of those Funds' purpose shall require written approval of the Mayor.
- (5) Any allocation of the unassigned fund balance of the General Fund's minimum targeted level, not to exceed

the total of one month’s unassigned fund balance, must be returned to its target level within twenty-four (24) months of withdrawal.

**BE IT FURTHER ORDAINED** that the salaries of municipal employees are not established by the budget, and increase in salaries will only be done according to procedures outlined in the Classification, Salary Administration and Performance Management System.

<b>Motion:</b>	N/A
<b>Second:</b>	N/A
<b>Outcome:</b>	N/A

**Citizen Comments** – Johnny Johnson

**Council Comments**

**Adjournment:** 6:40 pm

**Next Regular Council Meeting:** Monday, June 15, 2026

\_\_\_\_\_  
Mandy Stella  
City Clerk

# STAFF REPORT

DEPARTMENT: HUMAN RESOURCES

SUBMITTED BY: MELANIE BYER

MEETING DATE: JUNE 15, 2026

**AGENDA ITEM**

**Pay Scale Adjustment**

*A pay scale adjustment is recommended to align with the cost of living proposed in the FY2027 budget.*

**STAFF RECOMMENDATION**

Approve the pay scale adjustment as recommended by the City Administrator.

**BUDGET AND PROCUREMENT**

Budgeted Item: Yes/No

Included In Current Operating Budget: Yes/No

Fiscal Impact: Yes/No

Total Project Cost:

Included In Current Capital Budget: N/A

Appropriations: N/A

Account Title / Number	Dollar Amount

External Funding Sources:

Account Title / Number	Dollar Amount
If any funding will be provided by outside partners or agencies, list them with the corresponding amounts	N/A

**ITEM DESCRIPTION**

The City Administrator and staff have included a cost-of-living salary adjustment of 2.5% in the proposed FY2027 budget for all City employees. If the cost-of-living salary adjustment is approved in the budget, the current pay scales used to set City employees' pay will need to be adjusted by 2.5%.

**ALTERNATIVES**

Disapprove the requested pay scale adjustment, and each employee's pay will have to be calculated individually. This will negatively affect the efficiency of City operations.

**ATTACHMENTS**

1. Pay Scale Adjustment Resolution
2. Proposed Pay Scale with the 2.5% change included

DRAFT

CITY OF WARNER ROBINS  
STATE OF GEORGIA

RESOLUTION

WHEREAS, the City Administrator has made known his desire to maintain the City as a competitive employer in our area.

WHEREAS, the Mayor and Council adopted a budget for the fiscal year July 1, 2026, through June 30, 2027, and

WHEREAS, included in this budget was a 2.5% pay adjustment in the form of a cost-of-living adjustment (COLA) for all employees and to be applied to the pay scales for City employees, beginning on the first full pay period in July 2026, July 6, 2026, and,

WHEREAS, the Mayor and Council deem it in the best interest of the City of Warner Robins to officially adopt these pay increases.

NOW, THEREFORE, BE IT RESOLVED that Mayor and Council of the City of Warner Robins adopt the employee salary adjustments as recommended in the 2026 – 2027 budget.

This \_\_\_\_ day of June 2026.

CITY OF WARNER ROBINS, Georgia

By: \_\_\_\_\_  
LaRhonda Patrick, Mayor

ATTEST:

\_\_\_\_\_  
Mandy Stella, City Clerk

	Grade 14		Grade 15		Grade 16		Grade 17			Grade 18		Grade 19		Grade 20	
Step 1	22,355.4	46,499.18	23,473.1	48,824.10	24,646.7	51,265.24	25,879.1	53,828.58	Step 1	27,173.1	56,520.10	28,531.7	59,346.04	29,958.3	62,313.16
Step 2	22,858.3	47,545.16	24,001.2	49,922.60	25,201.3	52,418.60	26,461.3	55,039.40	Step 2	27,784.4	57,791.50	29,173.7	60,681.40	30,632.3	63,715.08
Step 3	23,377.7	48,615.32	24,541.3	51,045.80	25,768.3	53,597.96	27,056.7	56,278.04	Step 3	28,409.5	59,091.76	29,830.1	62,046.66	31,321.5	65,148.72
Step 4	23,898.5	49,708.88	25,093.4	52,194.22	26,348.1	54,804.10	27,665.5	57,544.24	Step 4	29,048.8	60,421.40	30,501.2	63,442.60	32,026.2	66,614.60
Step 5	24,436.2	50,827.40	25,658	53,368.64	26,940.9	56,037.02	28,288	58,839.04	Step 5	29,702.3	61,780.68	31,187.5	64,870.00	32,746.9	68,113.50
Step 6	24,986	51,970.88	26,235.3	54,569.32	27,547.1	57,298.02	28,924.5	60,162.96	Step 6	30,370.6	63,170.90	31,889.2	66,329.64	33,483.7	69,646.20
Step 7	25,548.2	53,140.36	26,825.6	55,797.30	28,166.9	58,587.10	29,575.2	61,516.52	Step 7	31,054	64,592.32	32,606.7	67,822.04	34,237.1	71,213.22
Step 8	26,123	54,335.84	27,429.2	57,052.84	28,800.7	59,905.56	30,240.7	62,900.76	Step 8	31,752.8	66,045.72	33,340.4	69,347.98	35,007.3	72,815.08
Step 9	26,710.8	55,558.36	28,046.4	58,336.46	29,448.7	61,253.40	30,921.1	64,315.94	Step 9	32,467.2	67,531.88	34,090.5	70,908.24	35,795.1	74,453.86
Step 10	27,311.8	56,808.44	28,677.5	59,649.20	30,111.3	62,631.40	31,616.8	65,762.84	Step 10	33,197.7	69,051.32	34,857.6	72,503.86	36,600.4	76,128.78
Step 11	27,926.3	58,086.60	29,322.7	60,991.32	30,788.7	64,040.60	32,328.2	67,242.76	Step 11	33,944.6	70,604.82	35,641.8	74,134.84	37,424	77,841.92
Step 12	28,557	59,393.88	29,982.4	62,363.34	31,481.5	65,481.52	33,055.6	68,755.70	Step 12	34,708.3	72,193.16	36,443.8	75,803.00	38,266	79,593.28
Step 13	29,197.1	60,730.02	30,657	63,766.56	32,189.8	66,954.68	33,799.4	70,302.70	Step 13	35,489.3	73,817.64	37,263.8	77,508.60	39,127	81,384.16
Step 14	29,854	62,096.32	31,346.8	65,201.24	32,914.1	68,461.38	34,559.8	71,884.28	Step 14	36,287.9	75,478.78	38,102.2	79,252.68	40,007.3	83,215.08
Step 15	30,528	63,493.56	32,052.1	66,668.42	33,654.7	70,001.88	35,337.4	73,501.74	Step 15	37,104.3	77,176.84	38,959.5	81,035.76	40,907.5	85,087.60
Step 16	31,212.6	64,922.26	32,773.2	68,168.36	34,411.9	71,576.70	36,132.5	75,155.60	Step 16	37,939.1	78,913.38	39,836.1	82,859.14	41,827.9	87,001.98
Step 17	31,914.9	66,382.94	33,510.6	69,702.10	35,186.2	73,187.40	36,945.5	76,846.64	Step 17	38,792.8	80,688.92	40,732.4	84,723.34	42,769	88,959.52
Step 18	32,633	67,876.64	34,264.6	71,270.42	35,977.9	74,833.98	37,776.8	78,575.64	Step 18	39,665.7	82,504.76	41,648.9	86,629.66	43,731.3	90,961.00
Step 19	33,367.2	69,403.88	35,035.6	72,874.10	36,787.4	76,517.74	38,626.7	80,343.64	Step 19	40,558.1	84,360.90	42,586	88,578.88	44,715.3	93,007.72
Step 20	34,118	70,965.44	35,824	74,513.92	37,615.1	78,239.46	39,495.8	82,151.16	Step 20	41,470.7	86,259.16	43,544.2	90,572.04	45,721.4	95,100.46

DRAFT 060526

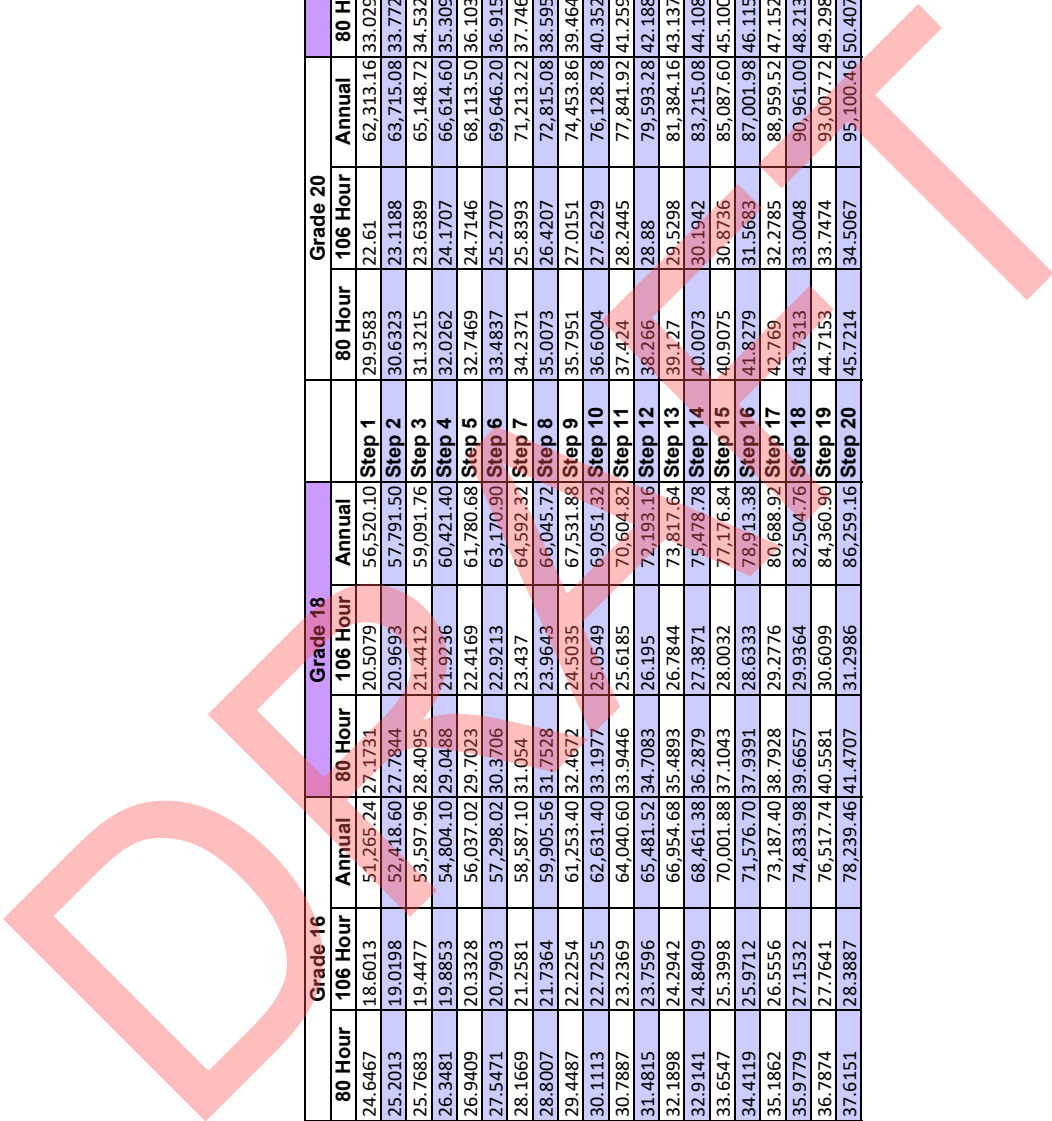
	Grade 21		Grade 22		Grade 23		Grade 24		Grade 25		Grade 26		Grade 50		Grade 99		
Step 1	31,4561	65,428.74	33,029	68,700.32	34,6805	72,135.44	36,4145	75,742.16	Step 1	38,5467	80,177.24	42,5483	88,500.36	38,5467	80,177.24	8,0072	16,655.08
Step 2	32,1639	66,900.86	33,7721	70,246.02	35,4607	73,758.36	37,2337	77,446.20	Step 2	39,4139	81,980.86	43,5056	90,491.70				
Step 3	32,8876	68,406.26	34,532	71,826.56	36,2586	75,417.94	38,0716	79,188.98	Step 3	40,3007	83,825.56	44,4845	92,527.76				
Step 4	33,6276	69,945.46	35,309	73,442.72	37,0745	77,114.96	38,9282	80,870.76	Step 4	41,2076	85,711.86	45,4854	94,609.58				
Step 5	34,3842	71,519.24	36,1034	75,095.02	37,9086	78,849.94	39,804	82,792.32	Step 5	42,1347	87,640.28	46,5088	96,738.20				
Step 6	35,1578	73,128.12	36,9158	76,784.76	38,7615	80,623.92	40,6996	84,655.22	Step 6	43,0827	89,612.12	47,5552	98,914.92				
Step 7	35,9489	74,773.66	37,7463	78,512.20	39,6337	82,438.20	41,6153	86,559.72	Step 7	44,052	91,628.16	48,6252	101,140.52				
Step 8	36,7577	76,456.12	38,5957	80,279.16	40,5254	84,292.78	42,5516	88,507.38	Step 8	45,0432	93,689.96	49,7193	103,416.04				
Step 9	37,5848	78,176.28	39,464	82,085.12	41,4373	86,189.48	43,5091	90,498.98	Step 9	46,0567	95,798.04	50,838	105,743.04				
Step 10	38,4304	79,935.18	40,352	83,932.16	42,3696	88,128.82	44,4881	92,535.30	Step 10	47,093	97,953.44	51,9819	108,122.30	55,562	115,568.96	28,729	59,756.32
Step 11	39,2951	81,733.86	41,2599	85,820.54	43,3229	90,111.58	45,4891	94,617.38	Step 11	48,1526	100,157.46	53,1514	110,554.86				
Step 12	40,1793	83,572.84	42,1883	87,751.56	44,2976	92,139.06	46,5126	96,746.26	Step 12	49,2361	102,411.14	54,3473	113,042.28				
Step 13	41,0833	85,453.16	43,1375	89,726.00	45,2943	94,212.04	47,5591	98,922.98	Step 13	50,3438	104,715.00	55,5702	115,586.12				
Step 14	42,0077	87,376.12	44,1081	91,744.90	46,3135	96,332.08	48,6292	101,148.84	Step 14	51,4766	107,071.38	56,8205	118,186.64				
Step 15	42,9528	89,341.72	45,1005	93,809.04	47,3555	98,499.44	49,7234	103,424.62	Step 15	52,6348	109,480.28	58,0989	120,845.66				
Step 16	43,9193	91,352.04	46,1153	95,919.72	48,421	100,715.68	50,8421	105,751.62	Step 16	53,8191	111,943.78	59,4061	123,564.74				
Step 17	44,9075	93,407.60	47,1529	98,077.98	49,5105	102,981.84	51,9861	108,131.14	Step 17	55,03	114,462.40	60,7428	126,344.92				
Step 18	45,918	95,509.44	48,2138	100,284.60	50,6245	105,298.96	53,1557	110,563.96	Step 18	56,2682	117,037.96	62,1095	129,187.76				
Step 19	46,951	97,658.08	49,2986	102,541.14	51,7635	107,668.08	54,3518	113,051.64	Step 19	57,5343	119,671.24	63,507	132,094.56				
Step 20	48,0075	99,855.60	50,4079	104,848.38	52,9282	110,090.76	55,5747	115,595.48	Step 20	58,8287	122,363.80	64,9359	135,066.62	72,5774	150,960.94	57,458	119,512.64

DRAFT 060526

	Grade 602	Grade 603	Grade 605	Grade 606	Grade 608	Grade 609	Grade 610	Grade 611									
Step 1	25.8791	53,828.58	27.1731	56,520.10	29,9583	62,313.16	31,456.1	65,428.74	Step 1	34.6805	72,135.44	35,7208	74,299.16	36,4145	75,742.16	42,5483	88,500.36
Step 2	26.4613	55,039.40	27.7844	57,791.50	30.6323	63,715.08	32,1639	66,900.86	Step 2	35.4607	73,758.36	36,5245	75,970.96	37,2337	77,446.20	43,5056	90,491.70
Step 3	27.0567	56,278.04	28.4095	59,091.76	31.3215	65,148.72	32,8876	68,406.26	Step 3	36.2586	75,417.94	37,3464	77,680.46	38,0716	79,188.98	44,4845	92,527.76
Step 4	27.6655	57,544.24	29.0488	60,421.40	32.0262	66,614.60	33,6276	69,945.46	Step 4	37.0745	77,114.94	38,1867	79,428.44	38,9282	80,970.76	45,4854	94,609.58
Step 5	28.288	58,839.04	29.7023	61,780.68	32.7469	68,113.50	34,3842	71,519.24	Step 5	37.9086	78,849.94	39,0458	81,215.16	39,804	82,792.32	46,5088	96,738.20
Step 6	28.9245	60,162.96	30.3706	63,170.90	33.4837	69,646.20	35,1578	73,128.12	Step 6	38.7615	80,623.92	39,9244	83,042.70	40,6996	84,655.22	47,5552	98,914.92
Step 7	29.5752	61,516.52	31.054	64,592.32	34.2371	71,213.22	35,9489	74,773.66	Step 7	39.6337	82,438.20	40,8227	84,911.32	41,6153	86,559.72	48,6252	101,140.52
Step 8	30.2407	62,900.76	31.7528	66,045.72	35.0073	72,815.08	36,7577	76,456.12	Step 8	40.5254	84,292.78	41,7412	86,821.80	42,5516	88,507.38	49,7193	103,416.04
Step 9	30.9211	64,315.94	32.4672	67,531.88	35.7951	74,453.86	37,5848	78,176.28	Step 9	41.4373	86,189.48	42,6804	88,775.18	43,5091	90,498.98	50,838	105,743.04
Step 10	31.6168	65,762.84	33.1977	69,051.32	36.6004	76,128.78	38,4304	79,935.18	Step 10	42.3696	88,128.82	43,6407	90,772.76	44,4881	92,535.30	51,9819	108,122.30
Step 11	32.3282	67,242.76	33.9446	70,604.82	37.424	77,841.92	39,2951	81,733.86	Step 11	43.3229	90,111.58	44,6226	92,815.06	45,4891	94,617.38	53,1514	110,554.86
Step 12	33.0556	68,755.70	34.7083	72,193.16	38.266	79,593.28	40,1793	83,572.84	Step 12	44.2976	92,139.06	45,6266	94,903.38	46,5126	96,746.26	54,3473	113,042.28
Step 13	33.7994	70,302.70	35.4893	73,817.64	39.127	81,384.16	41,0833	85,453.16	Step 13	45.2943	94,212.04	46,6532	97,038.76	47,5591	98,922.98	55,5702	115,586.12
Step 14	34.5598	71,884.28	36.2879	75,478.78	40.0073	83,215.08	42,0077	87,376.12	Step 14	46.3135	96,332.08	47,7029	99,221.98	48,6292	101,148.84	56,8205	118,186.64
Step 15	35.3374	73,501.74	37.1043	77,176.84	40.9075	85,087.60	42,9528	89,341.72	Step 15	47.3555	98,499.44	48,7762	101,454.60	49,7234	103,424.62	58,0989	120,845.66
Step 16	36.1325	75,155.60	37.9391	78,913.38	41.8279	87,001.98	43,9193	91,352.04	Step 16	48.421	100,715.68	49,8736	103,737.14	50,8421	105,751.62	59,4061	123,564.74
Step 17	36.9455	76,846.64	38.7928	80,688.92	42.769	88,959.52	44,9075	93,407.60	Step 17	49.5105	102,981.84	50,9958	106,071.16	51,9861	108,131.14	60,7428	126,344.92
Step 18	37.7768	78,575.64	39.6657	82,504.76	43.7313	90,961.00	45,918	95,509.44	Step 18	50.6245	105,298.96	52,1432	108,457.96	53,1557	110,563.96	62,1095	129,187.76
Step 19	38.6267	80,343.64	40.5581	84,360.90	44.7153	93,007.72	46,951	97,658.08	Step 19	51.7635	107,668.08	53,3165	110,898.32	54,3518	113,051.64	63,507	132,094.56
Step 20	39.4958	82,151.16	41.4707	86,259.16	45.7214	95,100.46	48,0075	99,855.60	Step 20	52.9282	110,090.76	54,5161	113,393.54	55,5747	115,595.48	64,9359	135,066.62
Step 21	40.3845	83,999.76	42.4037	88,199.80	46.7501	97,240.26	49,0877	102,102.52	Step 21	54.1191	112,567.78	55,7427	115,944.92	56,8251	118,196.26	66,3969	138,105.55
Step 22	41.2932	85,889.96	43.3578	90,184.12	47.802	99,428.16	50,1921	104,399.62	Step 22	55.3368	115,100.44	56,9969	118,553.50	58,1037	120,855.80	67,8909	141,213.07
Step 23	42.2223	87,822.28	44.3334	92,213.42	48.8775	101,665.20	51,3214	106,748.46	Step 23	56.5818	117,690.04	58,2793	121,220.84	59,4109	123,574.62	69,4184	144,390.27
Step 24	43.1723	89,798.28	45.3308	94,287.96	49.9773	103,952.68	52,4762	109,150.60	Step 24	57.855	120,338.40	59,5906	123,948.50	60,7478	126,355.32	70,9803	147,639.02
Step 25	44.1437	91,819.00	46.3508	96,409.56	51.1018	106,291.64	53,6569	111,606.30	Step 25	59.1567	123,046.04	60,9314	126,737.26	62,1145	129,198.16	72,5774	150,960.94

DRAFT 060526

	Grade 14			Grade 16			Grade 18			Grade 20			Grade 22		
	80 Hour	106 Hour	Annual	80 Hour	106 Hour	Annual	80 Hour	106 Hour	Annual	80 Hour	106 Hour	Annual	80 Hour	106 Hour	Annual
Step 1	22,3554	16,8719	46,499.18	24,6467	18,6013	51,265.24	27,1731	20,5079	56,520.10	29,9583	22,61	62,313.16	33,029	24,9275	68,700.32
Step 2	22,8583	17,2516	47,545.16	25,2013	19,0198	52,418.60	27,7844	20,9693	57,791.50	30,6323	23,1188	63,715.08	33,7721	25,4884	70,246.02
Step 3	23,3727	17,6397	48,615.32	25,7683	19,4477	53,597.96	28,4095	21,4412	59,091.76	31,3215	23,6389	65,148.72	34,532	26,0619	71,826.56
Step 4	23,8985	18,0366	49,708.88	26,3481	19,8853	54,804.10	29,0488	21,9236	60,421.40	32,0262	24,1707	66,614.60	35,309	26,6483	73,442.72
Step 5	24,4362	18,4424	50,827.40	26,9409	20,3328	56,037.02	29,7023	22,4169	61,780.68	32,7469	24,7146	68,113.50	36,1034	27,2479	75,095.02
Step 6	24,986	18,8573	51,970.88	27,5471	20,7903	57,298.02	30,3706	22,9213	63,170.90	33,4837	25,2707	69,646.20	36,9158	27,8609	76,784.76
Step 7	25,5482	19,2817	53,140.36	28,1669	21,2581	58,587.10	31,054	23,437	64,592.32	34,2371	25,8393	71,213.22	37,7463	28,4878	78,512.20
Step 8	26,123	19,7155	54,335.84	28,8007	21,7364	59,905.56	31,7528	23,9643	66,045.72	35,0073	26,4207	72,815.08	38,5957	29,1288	80,279.16
Step 9	26,7108	20,1591	55,558.36	29,4487	22,2254	61,253.40	32,4672	24,5035	67,531.88	35,7951	27,0151	74,453.86	39,464	29,7841	82,085.12
Step 10	27,3118	20,6126	56,808.44	30,1113	22,7255	62,631.40	33,1977	25,0549	69,051.32	36,6004	27,6229	76,128.78	40,352	30,4543	83,932.16
Step 11	27,9263	21,0765	58,086.60	30,7887	23,2369	64,040.60	33,9446	25,6185	70,604.82	37,474	28,2445	77,841.92	41,2599	31,1395	85,820.54
Step 12	28,5547	21,5507	59,393.88	31,4815	23,7596	65,481.52	34,7083	26,195	72,193.16	38,266	28,88	79,593.28	42,1883	31,8402	87,751.56
Step 13	29,1971	22,0356	60,730.02	32,1898	24,2942	66,954.68	35,4893	26,7844	73,817.64	39,127	29,5298	81,384.16	43,1375	32,5566	89,726.00
Step 14	29,854	22,5313	62,096.32	32,9141	24,8409	68,461.38	36,2879	27,3871	75,478.78	40,0073	30,1942	83,215.08	44,1081	33,2891	91,744.90
Step 15	30,5258	23,0383	63,493.56	33,6547	25,3998	70,001.88	37,1043	28,0032	77,176.84	40,9075	30,8736	85,087.60	45,1005	34,0381	93,809.04
Step 16	31,2126	23,5568	64,922.26	34,4119	25,9712	71,576.70	37,9391	28,6333	78,913.38	41,8279	31,5683	87,001.98	46,1153	34,804	95,919.72
Step 17	31,9149	24,0867	66,382.94	35,1862	26,5556	73,187.40	38,7928	29,2776	80,688.92	42,769	32,2785	88,959.52	47,1529	35,5871	98,077.98
Step 18	32,633	24,6287	67,876.64	35,9779	27,1532	74,833.98	39,6657	29,9364	82,504.76	43,7313	33,0048	90,961.00	48,2138	36,3878	100,284.60
Step 19	33,3672	25,1828	69,403.88	36,7874	27,7641	76,517.74	40,5581	30,6099	84,360.90	44,7153	33,7474	93,007.72	49,2986	37,2065	102,541.14
Step 20	34,118	25,7494	70,965.44	37,6151	28,3887	78,239.46	41,4707	31,2986	86,259.16	45,7214	34,5067	95,100.46	50,4079	38,0437	104,848.38



# STAFF REPORT

DEPARTMENT: BUILDING AND INSPECTIONS

SUBMITTED BY: JESSICA BIRD

MEETING DATE: JUNE 15, 2026

## AGENDA ITEM

### **Title VI Non-Discrimination Agreement with Assurances**

*Consideration to adhere to the Georgia Department of Transportation's Title VI Plan in order to comply with 23 CFR Part 200 of the Civil Rights Act of 1964. The Title VI Non-Discrimination Agreement with Assurances must be renewed annually.*

## STAFF RECOMMENDATION

Approve the agreement with the Georgia Department of Transportation for 2026 in order to comply with 23 CFR Part 200 of the Civil Rights Act of 1964 and authorize the Mayor to execute all necessary documents.

## ITEM DESCRIPTION

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition to include all programs or activities of Federal Aid recipients, sub recipients, and contractors, whether such programs and activities are federally assisted or not.

Because the population of the City of Warner Robins is less than 100,000, it can agree to adhere to the Georgia Department of Transportation's Title VI Plan by signing a Non-Discrimination Agreement with Assurances instead of developing its own Title VI Plan.

The Warner Robins Metropolitan Planning Organization named the Warner Robins Area Transportation Study is housed within and the City of Warner Robins is the lead agency for the Metropolitan Planning Organization. This organization is a sub recipient of funding from the Federal Highway Administration used to carry out the transportation planning process and programs.

By agreeing to adhere to the Georgia Department of Transportation's Title VI Plan, the City of Warner Robins ensures that everyone can participate and receive the benefits of its programs and activities.

## ALTERNATIVES

The Mayor and Council can direct Staff to develop a Title VI Plan for the City of Warner Robins; however, this approach will take more time and may delay delivery of any funds from the Georgia Department of Transportation and other federal partners providing assistance for programs or activities.

**ATTACHMENTS**

1. Title VI Non-Discrimination Agreement with Assurances for 2026
2. Resolution

DRAFT

**STATE OF GEORGIA  
CITY OF WARNER ROBINS**

**RESOLUTION**

BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor LaRhonda W. Patrick to execute the attached Non-Discrimination Agreement between the Georgia Department of Transportation and the City of Warner Robins, Georgia, for Title VI Assurances.

This 15<sup>th</sup> day of June, 2026.

**CITY OF WARNER ROBINS, GEORGIA**

By: \_\_\_\_\_

LaRhonda W. Patrick, Mayor

Attest:

\_\_\_\_\_  
Mandy Stella, City Clerk

# TITLE VI NON-DISCRIMINATION AGREEMENT

The Georgia Department of Transportation and

## City of Warner Robins

*Name of Recipient*

### Policy Statement

The *(Name of Recipient)* City of Warner Robins, hereinafter referred to as the "Recipient" assures that no person shall on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not.

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient's *(Name of person/division)* Julia Bowen Mize, is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

LaRhonda W. Patrick

\_\_\_\_\_  
Name of Responsible Agency Official (Please Print)

Mayor

\_\_\_\_\_  
Title

June 15, 2026

\_\_\_\_\_  
Date

## Title VI Program

### Organization and Staffing

Pursuant to 23 CFR 200, **(Name of Recipient)** City of Warner Robins has appointed a Title VI Specialist who is responsible for **Attachment 1**, which describes the hierarchy for **(Name of Recipient)'s** City of Warner Robins Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

## Assurances

### 49 CFR Part 21.7

The City of Warner Robins, hereby gives assurances:

1. That no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
  - List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as **Attachment 2** to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Georgia Department of Transportation (GDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.

5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

***The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.***

6. That the Recipient shall insert the clauses of Appendix A of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix B of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

## Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by GDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, or national origin, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report

of investigation, will be forwarded to GDOT's Office of Equal Employment Opportunity (OEEO) within 10 days of the date the complaint was received by the recipient.

6. Collect statistical data (race, color, national origin) of participants in, and beneficiaries of the programs and activities conducted by the recipient.
7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

**a) Annual Work Plan**

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

**b) Accomplishment Report**

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

## Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
  - a) The date of alleged act of discrimination; or
  - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.
4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as GDOT and USDOT.
5. The recipient will advise GDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to GDOT:
  - a) Name, address, and phone number of the complainant.
  - b) Name(s) and address (es) of alleged discriminating official(s).
  - c) Basis of complaint (i.e., race, color, or national origin)
  - d) Date of alleged discriminatory act(s).
  - e) Date of complaint received by the recipient.

- f) A statement of the complaint.
  - g) Other agencies (state, local or Federal) where the complaint has been filed.
  - h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.
6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with GDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide GDOT with a copy of this decision and summary of findings upon completion of the investigation.
8. Contact for GDOT's Title VI staff is as follows:
- Georgia Department of Transportation
  - Office of Equal Opportunity, Title VI/ Program
  - 600 West Peachtree Street, N.W. 7<sup>th</sup> Floor
  - Atlanta, GA 30308
  - (404) 631-1497

## Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the GDOT may take any or all of the following actions:

- a) Cancel, terminate, or suspend this agreement in whole or in part;
- b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
- d) Refer the case to the Department of Justice for appropriate legal proceedings.

**SIGNED FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
EEO Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NAME OF RECIPIENT:**


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Title

\_\_\_\_\_  
June 15, 2026

\_\_\_\_\_  
Date

**REVIEWED AS TO FORM**  
  
**CITY ATTORNEY**  
**SUBJECT TO MAYOR AND COUNCIL APPROVAL**

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Title 49, Code of Federal Regulations, part 21 to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Title 49, Code of Federal Regulations, part 21, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Title 49, Code of Federal Regulations, part 21 may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Title 49, Code of Federal Regulations, part 21 may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

DRAFT

## APPENDIX B

## CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid Highways, and the policies and procedures prescribed by the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the state of Georgia all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

## (HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the state of Georgia, its successors and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the state of Georgia will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter

or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

DRAFT

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the (Recipient) pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the STATE will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the STATE will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the STATE and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (Recipient) pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the STATE will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the STATE will there upon revert to and vest in and become the absolute property of the STATE and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

## Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, and national origin);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DRAFT

# STAFF REPORT

DEPARTMENT: PUBLIC WORKS  
 SUBMITTED BY: CRAIG CLIFTON  
 MEETING DATE: JUNE 15, 2026

## AGENDA ITEM

**Annual Contract: 26-PW-4757 Right of Way Mowing and Vegetation Management Services, Tri Scapes LLC**

*Consideration of contract approval for Right of Way and Vegetation Management Services, for sixteen (16) streets and/or locations within the city of Warner Robins for the Grounds Maintenance Division of the Public Works Department.*

## STAFF RECOMMENDATION

*Approve the contract of supplies listed above with Tri Scapes LLC, and authorize the Director of Public Works to execute the necessary purchase and monitor the process and locations of application.*

## BUDGET AND PROCUREMENT

Budgeted Item: Yes

Included In Current Operating Budget: Yes

Fiscal Impact: Yes

Total Estimated Cost: \$172,998.00

Included In Current Capital Budget: No

Appropriations: Yes

External Funding Sources:

Account Title / Number	Dollar Amount
<i>Annual Contract for Right of Way Mowing and Vegetation Management Services / 26-PW-4757</i>	<i>Estimated: \$172,998.00</i>

## ITEM DESCRIPTION

### **BACKGROUND:**

*A beneficial function to reduce the burden on city staff and equipment, allowing grounds maintenance crews to focus on other essential public works functions. This will provide specialized equipment, consistent maintenance, helping keep roadways safe, attractive, and compliant with city and code standards. This will also improve efficiency, reduce operational and equipment costs. Any questions were answered by e-mail communications with the purchasing department if necessary.*

### **PROCUREMENT PROCESS AND PROPOSAL REVIEW:**

*Seeking to modernize operations, improve efficiency, and maintain city departmental services while taking the environment and community concerns into consideration. The department Director, Field Operations Superintendent, and Grounds Maintenance Superintendent reviewed all bid proposals and determined the best selection to accomplish the goal.*

- *Availability*
- *Cost*
- *Product Reliability and Standards*

## **ALTERNATIVES**

*The City has one primary option should the Mayor and City Council choose to follow a path other than that being recommended by Staff:*

- *Reject the purchase/ application request, and rebid the engagement.*

*Pursuing this option could mean needing to delay possible timely repairs or replacement so that an alternative contract core- bid out through city processes.*

## **ATTACHMENTS**

*26-PW-4757 Annual Contract for Right of Way Mowing and Vegetation Management Services with Tri Scapes LLC*

DRAFT

**Bid Tabulation  
Bid No.: 26-PW-4757 Annual Contract for Right Of Way Mowing and Maintenance**

Line #	Description	QTY	UOM	Tri Scapes, LLC			T. Lake Environmental Design			Real Turf Solutions			Dixie Lawn & Landscaping Inc			Paulk Landscaping & Nursery, Inc			Russell Landscape, LLC			Helix Grading & Utility LLC		
				Cumming, GA			East Dublin, GA			Perry, GA			Cochran, GA			Cochran, GA			Sugar Hill, GA			Zebulon, GA		
				Total Price	Unit	Extended	Total Price	Unit	Extended	Total Price	Unit	Extended	Total Price	Unit	Extended	Total Price	Unit	Extended	Total Price	Unit	Extended	Total Price	Unit	Extended
1	S. Houston Lake Rd. to Hwy. 41 (4.3 Median Acres / 13 Lane Russell Pkwy. - Hwy. 247 Exit to Vietnam Veterans Pkwy., to include medians from S. Houston Lake Rd. to Vietnam Veterans Pkwy. (1.4-98 Median Acres / 17.8 Lane Miles)	18	Job	\$1,769.25		\$31,846.50	\$1,977.00		\$35,586.00	\$3,214.13		\$57,854.34	\$2,235.00		\$40,230.00	\$3,900.00		\$70,200.00	\$4,888.67		\$87,996.06	\$9,800.00		\$176,400.00
2	N. Davis Dr. - Watson Blvd. to Hwy 247 (4.2 Lane Miles)	18	Job	\$4,553.31		\$81,959.58	\$3,295.00		\$59,310.00	\$4,400.88		\$79,215.84	\$4,500.00		\$81,000.00	\$3,900.00		\$70,200.00	\$7,757.34		\$139,632.12	\$13,500.00		\$243,000.00
3	S. Davis Dr. - MLK Blvd. to Russell Pkwy. (1.27 Acres / 1.06 Lane Miles)	18	Job	\$246.02		\$4,428.36	\$856.00		\$15,408.00	\$1,038.41		\$18,691.38	\$1,185.00		\$21,330.00	\$1,365.00		\$24,570.00	\$1,513.34		\$27,240.12	\$3,200.00		\$57,600.00
4	Corder Rd. - Watson Blvd. to S. Houston Lake Rd. (3.0 Lane Miles)	18	Job	\$359.70		\$6,474.60	\$718.00		\$12,924.00	\$262.08		\$4,717.44	\$525.00		\$9,450.00	\$800.00		\$14,400.00	\$476.00		\$8,568.00	\$800.00		\$14,400.00
5	Robins West Pkwy. - Robins West Dr. to Robins West Dr. to include medians. (1.6 Acres / 2 Lane Miles)	18	Job	\$175.75		\$3,163.50	\$625.00		\$11,250.00	\$741.42		\$13,345.56	\$1,488.00		\$26,784.00	\$975.00		\$17,550.00	\$1,139.34		\$20,508.12	\$2,275.00		\$40,950.00
6	N. Houston Rd. - Watson Blvd. to Dunbar Rd. (4.4 Lane Miles)	18	Job	\$257.82		\$4,640.76	\$890.00		\$16,020.00	\$1,087.86		\$19,581.48	\$1,016.00		\$18,288.00	\$975.00		\$17,550.00	\$1,366.00		\$24,588.00	\$3,325.00		\$59,850.00
7	Vietnam Veterans Pkwy. - Watson Blvd. to Russell Pkwy (4.05 Lane Miles)	18	Job	\$237.26		\$4,270.68	\$817.00		\$14,706.00	\$1,001.32		\$18,023.76	\$1,016.00		\$18,288.00	\$970.00		\$17,460.00	\$1,156.00		\$20,808.00	\$3,100.00		\$55,800.00
8	Carl Vinson Pkwy. - Leverette Rd. to Watson Blvd. (2.44 Lane Miles)	18	Job	\$142.91		\$2,572.38	\$660.00		\$11,880.00	\$603.27		\$10,858.86	\$605.00		\$10,890.00	\$1,000.00		\$18,000.00	\$1,017.34		\$18,312.12	\$1,850.00		\$33,300.00
9	Sandy Run Rd. - Play Golf Dr. to Second Baptist Church (1.18 Lane Miles)	18	Job	\$138.24		\$2,488.32	\$244.00		\$4,392.00	\$291.74		\$5,251.32	\$288.00		\$5,184.00	\$400.00		\$7,200.00	\$362.67		\$6,528.06	\$900.00		\$16,200.00
10	N. Booth Rd. - Moody Rd. to S. Booth Rd. (0.62 Acres / .48 Lane Miles)	18	Job	\$201.55		\$3,627.90	\$96.00		\$1,728.00	\$118.68		\$2,136.24	\$240.00		\$4,320.00	\$400.00		\$7,200.00	\$200.67		\$3,612.06	\$375.00		\$6,750.00
11	S. Booth Rd. - Wal-Mart to Tracks (1.8 Lane Miles)	18	Job	\$210.89		\$3,796.02	\$363.00		\$6,534.00	\$445.03		\$8,010.54	\$480.00		\$8,640.00	\$400.00		\$7,200.00	\$604.67		\$10,884.06	\$1,375.00		\$24,750.00
12	Houston Lake Road - Russell Pkwy. to Cohen Walker Dr. (6.8 Lane Miles)	18	Job	\$398.75		\$7,177.50	\$1,384.00		\$24,912.00	\$1,681.24		\$30,262.32	\$1,605.00		\$28,890.00	\$1,950.00		\$35,100.00	\$3,628.00		\$65,304.00	\$5,150.00		\$92,700.00
13	Moody Road - Russell Pkwy. to Willingham Dr. (3.68 Lane Miles)	18	Job	\$215.55		\$3,879.90	\$745.00		\$13,410.00	\$909.85		\$16,377.30	\$1,785.00		\$32,130.00	\$1,950.00		\$35,100.00	\$1,439.34		\$25,908.12	\$2,775.00		\$49,950.00
14	Lake Joy Road - Cohen Walker Dr. to Hwy. 96 (0.02 Lane Miles)	18	Job	\$92.38		\$1,662.84	\$65.00		\$1,170.00	\$1,000.00		\$1,800.00	\$100.00		\$1,800.00	\$400.00		\$7,200.00	\$94.67		\$1,704.06	\$250.00		\$4,500.00
15	Cohen Walker - Houston Lake Rd. to Bear Country Blvd. (2.04 Lane Miles)	18	Job	\$119.49		\$2,150.82	\$403.00		\$7,254.00	\$504.37		\$9,078.66	\$480.00		\$8,640.00	\$973.34		\$17,520.12	\$976.67		\$17,580.06	\$1,550.00		\$27,900.00

**STATE OF GEORGIA  
CITY OF WARNER ROBINS**

**RESOLUTION**

BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor LaRhonda W. Patrick to execute the attached contract between Tri Scapes, LLC (“Contractor”), and the City of Warner Robins, Georgia (“City”), whereby Tri Scapes, LLC will provide Right of Way Mowing and Vegetation Management Services described in the scope of work and prices identified in Bid No. 26-PW-4757.

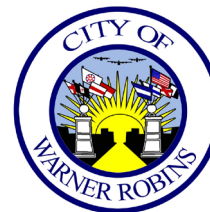
This 15<sup>th</sup> day of June, 2026.

**CITY OF WARNER ROBINS, GEORGIA**

By: \_\_\_\_\_  
LaRhonda W. Patrick, Mayor

Attest:

\_\_\_\_\_  
Mandy Stella, City Clerk



## ANNUAL CONTRACT FOR SERVICES

- OWNER:** City of Warner Robins  
P.O. Box 8629  
Warner Robins, GA 31095
- CONTRACTOR:** Tri Scapes, LLC  
1200 Bluegrass Lakes Parkway  
Alpharetta, GA 3004
- BID NO./TITLE:** 26-PW-4757 Annual Contract for Right-of-Way Mowing and Vegetation Management Services

This Contract is made and entered into this 15<sup>th</sup> day of **June 2026**, by and between **TRI SCAPES, LLC.**, (hereinafter “Contractor”), and the **CITY OF WARNER ROBINS**, a Georgia municipal corporation in Houston and Peach Counties, (hereinafter “City”).

WHEREAS, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

1. Contract Documents: The following documents, including any addenda, attachments, and additions, collectively form the complete contract documents, all of which are incorporated herein by reference and shall do everything required by this contract:
  - a. Bid Form and Invitation to Bid;
  - b. General Instructions to Bidders, Terms and Conditions;
  - c. Exhibit A: Bid Price List;
  - d. Exhibit B: Scope of Services
2. Contract Term: The initial term of this Contract shall commence on the Effective Date of **July 1, 2026 and expire on June 30, 2027**. Upon expiration of the initial term, and on each anniversary of the Effective Date thereafter, this Contract shall automatically renew for up to four (4) successive one (1) year renewal terms, unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the current term. In no event shall the total duration of the Contract, including the initial term and all renewal terms, exceed five (5) years. All terms and conditions of this Contract shall remain in full force and effect during any renewal term unless amended in writing and signed by both parties.
3. Scope of Services: The Contractor is responsible for performing the scope of services set forth in the Bid Form (the “Work”), attached hereto as “Exhibit B” and generally described as follows:

Mowing and vegetation management services for designated right-of-way areas within the corporate limits of the City of Warner Robins, including all labor, materials, equipment,

and qualified personnel necessary to perform routine and as-needed maintenance, and ensuring full compliance with all applicable laws and regulations to maintain safe, clean, and well-kept conditions.

4. Contract Price: The City shall pay Contractor in accordance with the rates set forth in the Contractor's proposal, attached hereto and incorporated herein as "Exhibit A", for Contractor's performance of Work, subject to authorized budget appropriations. Pricing shall remain firm for the full term of the contract and may only be modified through a written amendment approved by both parties.
5. Payment Procedures
  - 5.1 The City will process payment requests monthly following inspection and approval of services rendered.
  - 5.2 Contractor must submit valid, itemized invoices after delivering goods or services. At a minimum, invoices must include: (i) invoice number; (ii) Contractor name and address; (iii) purchase order number; (iv) buyer name and address; (v) item description and line number; (vi) item quantity, unit price, and extended price; (vii) discount, if applicable; (viii) order date and shipping date; (ix) back order amount, if any, and shipping date.
  - 5.3 All invoices must be submitted via email to the following address, wrinvoices@wrga.gov.
  - 5.4 The City will pay all undisputed amounts via check within thirty (30) days of receipt and approval of a properly prepared invoice.
6. Termination
  - 6.1 The City, by written notice, may terminate this Contract, in whole or in part, when in the City's interest. If this Contract is terminated, the City shall be liable only for goods or services delivered or accepted. The City Notice of Termination may provide the Contractor thirty (30) days prior notice before it becomes effective. However, at the City's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.
  - 6.2 In compliance with the requirements of O.C.G.A. § 36-60-13 governing the terms and conditions of multiyear contracts, this Contract shall be effective for a term commencing on the Effective Date and terminating at midnight one year later ("initial term"), without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13, this Contract shall be automatically renewed as specified herein (each one year term occurring after the initial term shall be referred to as a "renewal term") unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then current term.
7. Licenses, Registrations, Certifications and Permits: The Contractor shall be responsible for obtaining and maintaining in a valid status, all licenses, registrations, certifications, and permits necessary to perform the Work as required by law. Contractor shall provide copies of any such licenses, certifications, or permits to the City upon request.

8. Insurance

- 8.1 Contractor shall obtain and continuously maintain during the term of the Contract insurance meeting or exceeding the minimum coverage amounts as follows:  
Worker's Compensation at Statutory Requirement  
Commercial General Liability: \$1 Million/Occurrence, \$2 Million General Aggregate  
Commercial Auto Liability: \$1 Million Combined Single Limit  
Umbrella Liability: \$1 Million
- 8.2 Such insurance shall be endorsed to name the City of Warner Robins as an additional insured party.

9. Indemnification: The Contractor shall indemnify, defend and hold harmless the City of Warner Robins and, its departments, their officers, agents, and employees from any claims, demands, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature provided by the Contractor.

10. Subcontractors

- 10.1 No subcontractor, sub-subcontractor or consultant shall be retained by the Contractor to perform services under this Contract without the prior written consent of the City.
- 10.2 Administration of any approved subcontractor shall be the Contractor's responsibility and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City.
- 10.3 The Contractor shall ensure that all subcontractors engaged in the performance of this Contract possess and maintain all required licenses, certifications, permits, and approvals required by applicable federal, state, and local laws and authorizing the performance of such services for which they were retained.

11. Employment Authorization Program

- 11.1 In accordance with the Georgia Security and Immigration Compliance Act, as amended, any Contractor that enters into a contract for the physical performance of services shall register and participate in the federal work authorization program, E-Verify. All subcontractors and sub-subcontractors, as such terms are defined in O.C.G.A. § 13-10-90, shall also be required to comply with these E-Verify requirements.
- 11.2 The Contractor and their subcontractors and sub-subcontractors will be required to execute an affidavit verifying their compliance with O.C.G.A. § 13-10-91.
- 11.3 The Contractor shall comply with any and all applicable requirements and provisions set forth in O.C.G.A. § 13-10-91.
- 11.4 Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor contracts with a subcontractor in connection with this Contract, the Contractor shall secure from such subcontractor a notarized subcontractor affidavit, and maintain such record for inspection by the City.

- 12. Assignment: This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.
- 13. Contract Modification: Any change to the Contract must be made by a written amendment, signed and dated by authorized representatives of both the City and the Contractor. The amendment must reference the original Contract, state the specific changes, and note any adjustments to price, schedule, or deliverables. No verbal agreements or informal communications shall constitute a valid amendment.
- 14. Compliance with Laws; Non-Discrimination: The Contractor, its sub-contractor(s), assignees and successors, in the performance of contracted work, shall comply with all applicable federal, state, and local laws, rules and regulations. Including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, gender, religion, age, or disability in connection with any bid submitted to the City of Warner Robins or the performance of any contract resulting therefrom.

IN WITNESS WHEREOF, the parties hereto have each caused this Contract to be executed.

**CITY OF WARNER ROBINS**

**TRI SCAPES, LLC.**

**Signature:** \_\_\_\_\_  
**LaRHONDA W. PATRICK**  
**MAYOR**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
**MANDY STELLA**  
**CITY CLERK**

**ATTEST:** \_\_\_\_\_

**Exhibit A**  
**Bid Price List**

**Annual Contract for Right-of-Way Mowing and Vegetation Management Services**

**Bid No. 26-PW-4757**

**Contract Term: July 1, 2026 - June 30, 2027**

**Contractor: Tri Scapes, LLC**

<b>Line #</b>	<b>Description</b>	<b>QTY</b>	<b>UOM</b>	<b>Unit</b>	<b>Extended</b>
1	Watson Blvd. - Hwy. 247 to Hwy. 41 , to include medians from S. Houston Lake Rd. to Hwy. 41 (4.3 Median Acres / 13 Lane Miles)	18	Job	\$1,769.25	\$31,846.50
2	Russell Pkwy. - Hwy. 247 Exit to Vietnam Veterans Pkwy., to include medians from S. Houston Lake Rd. to Vietnam Veterans Pkwy. (14.98 Median Acres / 17.8 Lane Miles)	18	Job	\$4,553.31	\$81,959.58
3	N. Davis Dr. - Watson Blvd. to Hwy 247 (4.2 Lane Miles)	18	Job	\$246.02	\$4,428.36
4	S. Davis Dr. - MLK Blvd. to Russell Pkwy. (1.27 Acres / 1.06 Lane Miles)	18	Job	\$359.70	\$6,474.60
5	Corder Rd. - Watson Blvd. to S. Houston Lake Rd. (3.0 Lane Miles)	18	Job	\$175.75	\$3,163.50
6	Robins West Pkwy. - Robins West Dr. to Robins West Dr. to include medians. (1.6 Acres / 2 Lane Miles)	18	Job	\$492.13	\$8,858.34
7	N. Houston Rd. - Watson Blvd. to Dunbar Rd. (4.4 Lane Miles)	18	Job	\$257.82	\$4,640.76
8	Vietnam Veterans Pkwy. - Watson Blvd. to Russell Pkwy (4.05 Lane Miles)	18	Job	\$237.26	\$4,270.68
9	Carl Vinson Pkwy. - Leverette Rd. to Watson Blvd. (2.44 Lane Miles)	18	Job	\$142.91	\$2,572.38
10	Sandy Run Rd. - Play Golf Dr. to Second Baptist Church (1.18 Lane Miles)	18	Job	\$138.24	\$2,488.32
11	N. Booth Rd. - Moody Rd. to S. Booth Rd. (0.62 Acres / .48 Lane Miles)	18	Job	\$201.55	\$3,627.90
12	S. Booth Rd. - Wal-Mart to Tracks (1.8 Lane Miles)	18	Job	\$210.89	\$3,796.02
13	Houston Lake Road - Russell Pkwy. to Cohen Walker Dr. (6.8 Lane Miles)	18	Job	\$398.75	\$7,177.50
14	Moody Road - Russell Pkwy. to Willingham Dr. (3.68 Lane Miles)	18	Job	\$215.55	\$3,879.90
15	Lake Joy Road - Cohen Walker Dr. to Hwy. 96 (0.02 Lane Miles)	18	Job	\$92.38	\$1,662.84
16	Cohen Walker - Houston Lake Rd. to Bear Country Blvd. (2.04 Lane Miles)	18	Job	\$119.49	\$2,150.82
				<b>Total Annual Cost</b>	<b>\$172,998.00</b>

## Exhibit B

### Scope of Work

#### A. General Requirements

The Contractor shall furnish all labor, supervision, equipment, materials, supplies, transportation, and incidentals necessary to perform comprehensive mowing and vegetation management services within designated City of Warner Robins right-of-way areas. Services include routine and as-needed maintenance of roadside and landscaped right-of-way areas to maintain safe, clean, and well-maintained public corridors.

#### B. Areas to Be Serviced

Work shall include mowing, trimming, edging, and vegetation control within City-owned or City-maintained rights-of-way, including but not limited to:

- Roadside shoulders and medians
- Ditches, easements, and drainage areas within rights-of-way
- Intersections and sight triangles
- Areas surrounding signs, guardrails, light poles, fire hydrants, utility structures, and similar appurtenances

Designated roadways and service zones as outlined in Exhibit A.

#### C. Performance Requirements

- Vegetation shall be maintained at a height not exceeding six (6) inches.
- Turf shall not be scalped or damaged during operations.
- Trimming around fixed objects shall be uniform, clean, and consistent.
- All sidewalks, streets, curbs, driveways, and paved surfaces shall be cleared of clippings and debris upon completion of work.
- Sight triangles, intersections, and traffic control areas shall remain clear to ensure visibility and safety.

#### D. Work Standards

- One hundred percent (100%) of assigned areas shall be completed during each service cycle; partial completion or missed areas are not acceptable.
- No windrows, clumping, or excessive accumulation of clippings shall remain after service.
- All equipment shall be maintained in safe operating condition.
- Appropriate traffic control measures shall be used when working in or near roadways.

#### E. Service Frequency

Routine mowing shall occur on a bi-weekly basis during the growing season (March through October), or as otherwise directed by the City. Additional or emergency services may be required

due to safety concerns, excessive growth, or special events. Emergency requests shall be addressed within forty-eight (48) hours or as directed by the City.

F. Worksite Conditions and Protection

The Contractor shall maintain the worksite in a clean and safe condition at all times. Equipment, debris, or materials shall not create hazardous conditions. The Contractor shall protect all surfaces and materials from damage resulting from operations and shall repair or restore any at-fault damage at no cost to the City.

No equipment or materials may be stored overnight on City property without prior written authorization. The Contractor shall be solely responsible for any at-fault injuries to the public, City employees, or Contractor employees resulting from its operations.

G. Completion Timeline

All work for each mowing cycle must be completed within seven (7) calendar days from issuance of a Notice to Proceed or Purchase Order, unless otherwise approved by the City.

H. Inspections

The City will conduct routine and random inspections to verify compliance. All work is subject to City approval and acceptance. Deficiencies shall be corrected within the timeframe specified by the City. The City reserves the right to determine acceptability of all services performed.

DRAFT

# STAFF REPORT

DEPARTMENT: POLICE DEPARTMENT  
 SUBMITTED BY: CHIEF WAYNE FISHER  
 MEETING DATE: JUNE 15, 2026

## AGENDA ITEM

### Code Enforcement Demolitions

## STAFF RECOMMENDATION

Approve the request for demolitions of the below described properties by the two local businesses who submitted through the RFP process.

## BUDGET AND PROCUREMENT

Budgeted Item: Yes

Included In Current Operating Budget: Yes

Fiscal Impact: Yes

Total Project Cost: \$44,115.00

Included In Current Capital Budget: No

Appropriations: Yes

Account Title / Number	Dollar Amount
1007420.526606	\$44,115.00

External Funding Sources:

Account Title / Number	Dollar Amount
Not Applicable	N/A

## ITEM DESCRIPTION

RFP for building demolitions was completed. Seven vendors submitted in the process, of which two were local businesses and priced competitively with the others. A decision was made to split the demolition projects between the two vendors in the following way.

**Forbes Dirt Work of Hawkinsville, GA:** Demolition of 802 Pine Street-trailer 1 at \$3,000.00; Demolition of 802 Pine Street-trailer 4 at \$3,000.00, Demolition of 802 Pine Street-Trailer7 at \$3,000.00; and Demolition of 420 N. 6<sup>th</sup> St at \$9,000.00. **Total award to this vendor will be \$18,000.00**

**Demolition Warrior, LLC of Warner Robins, GA:** Demolition of 215 Utah Ave. at \$12,768.00 and Demolition of 110 ½ S. Third Street at \$13,347.00. **Total award to this vendor will be \$26,115.00.**

## ALTERNATIVES

Choose to utilize one of the local vendors solely, or to delay the demolition projects into FY27 though these demolition projects have taken over a year to process from the initial complaint and court process. This would delay the remediation of blighted properties.

## ATTACHMENTS

1. RBP Bid Tabulation Sheet. 26-4753 Code Enforcement Demolitions.

DRAFT

**BID TABULATION**  
**26-P-4753 CODE ENFORCEMENT DEMOLITIONS**

Line #	Description	QTY	UOM	EAGLE DEMOLITION		Forbes Dirt Work		Monroe Farms and Grading	
				Carrallton, GA		Hawkinsville, GA		Juliette, GA	
				Total Price	Extended	Total Price	Unit	Extended	Total Price
1	Demolition of 215 Utah Avenue	1	LS	\$8,220.00	\$8,220.00	\$16,500.00	\$16,500.00	\$9,072.00	\$9,072.00
2	Demolition of 420 N. Sixth Street	1	LS	\$8,220.00	\$8,220.00	\$9,000.00	\$9,000.00	\$9,072.00	\$9,072.00
3	Demolition of 110 1/2 S. Third Street	1	LS	\$8,525.00	\$8,525.00	\$9,000.00	\$9,000.00	\$9,483.75	\$9,483.75
4	Demolition of 802 Pine Street, Trailer 1	1	LS	\$6,200.00	\$6,200.00	\$3,000.00	\$3,000.00	\$5,500.00	\$5,500.00
5	Demolition of 802 Pine Street, Trailer 4	1	LS	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00	\$5,500.00	\$5,500.00
6	Demolition of 802 Pine Street, Trailer 7	1	LS	\$5,700.00	\$5,700.00	\$3,000.00	\$3,000.00	\$5,500.00	\$5,500.00

Line #	Description	QTY	UOM	Ayex Dirtworks LLC		Demolition Warrior, LLC		McLeRoy Inc.	
				Davisboro, GA		Warner Robins, GA		Zebulon, GA	
				Total Price	Extended	Total Price	Unit	Extended	Total Price
1	Demolition of 215 Utah Avenue	1	LS	\$12,000.00	\$12,000.00	\$12,768.00	\$12,768.00	\$14,000.00	\$14,000.00
2	Demolition of 420 N. Sixth Street	1	LS	\$8,000.00	\$8,000.00	\$9,956.00	\$9,956.00	\$15,000.00	\$15,000.00
3	Demolition of 110 1/2 S. Third Street	1	LS	\$10,000.00	\$10,000.00	\$13,347.00	\$13,347.00	\$12,000.00	\$12,000.00
4	Demolition of 802 Pine Street, Trailer 1	1	LS	\$5,000.00	\$5,000.00	\$5,145.00	\$5,145.00	\$12,000.00	\$12,000.00
5	Demolition of 802 Pine Street, Trailer 4	1	LS	\$5,000.00	\$5,000.00	\$4,777.00	\$4,777.00	\$12,000.00	\$12,000.00
6	Demolition of 802 Pine Street, Trailer 7	1	LS	\$5,000.00	\$5,000.00	\$4,410.00	\$4,410.00	\$12,000.00	\$12,000.00

Line #	Description	QTY	UOM	Rapid Response	
				Sebring, FL	
				Total Price	Extended
1	Demolition of 215 Utah Avenue	1	LS	\$26,516.87	\$26,516.87
2	Demolition of 420 N. Sixth Street	1	LS	\$22,753.24	\$22,753.24
3	Demolition of 110 1/2 S. Third Street	1	LS	\$21,498.62	\$21,498.62
4	Demolition of 802 Pine Street, Trailer 1	1	LS	\$15,034.78	\$15,034.78
5	Demolition of 802 Pine Street, Trailer 4	1	LS	\$13,278.39	\$13,278.39
6	Demolition of 802 Pine Street, Trailer 7	1	LS	\$12,967.72	\$12,967.72

**STATE OF GEORGIA  
CITY OF WARNER ROBINS**

**RESOLUTION**

BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor LaRhonda W. Patrick to execute the attached contract between Demolition Warrior, LLC (“Contractor”), and the City of Warner Robins, Georgia (“City”), whereby Demolition Warrior, LLC agrees to commence and complete the asbestos abatement and demolition services described in the scope of work and prices identified in Bid No. 26-P-4753.

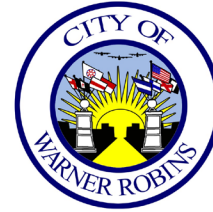
This 15<sup>th</sup> day of June, 2026.

**CITY OF WARNER ROBINS, GEORGIA**

By: \_\_\_\_\_  
LaRhonda W. Patrick, Mayor

Attest:

\_\_\_\_\_  
Mandy Stella, City Clerk



## CONTRACT FOR SERVICES

---

**OWNER:** City of Warner Robins  
P.O. Box 8629  
Warner Robins, GA 31095

**CONTRACTOR:** Demolition Warrior, LLC  
323 Woodland Dr.  
Warner Robins, GA 31088

**BID NO./TITLE:** 26-P-4753 Asbestos Abatement & Demolition

This Contract is made and entered into this 15<sup>th</sup> day of **June 2026**, by and between **DEMOLITION WARRIOR, LLC**, (hereinafter "Contractor"), and the **CITY OF WARNER ROBINS**, a Georgia municipal corporation in Houston and Peach Counties, (hereinafter "City").

WHEREAS, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

1. Contract Documents: The following documents, including any addenda, attachments, and additions, collectively form the complete contract documents, all of which are incorporated herein by reference and shall do everything required by this contract:
  - a. Invitation to Bid No. 26-P-4753;
  - b. General Instructions to Bidders, Terms and Conditions;
  - c. Exhibit A: Special Conditions for Asbestos Abatement and/or Demolition
  - d. Exhibit B: Bid Price Form
2. Contract Term: The term of this Contract shall commence upon execution by both Parties and shall remain in effect until final completion and acceptance by the City. Final Completion shall occur when all services required under this Contract have been fully performed, inspected, and accepted by the City.
3. Scope of Services: The Contractor agrees to commence and complete the asbestos abatement and demolition services described as follows (the "Work"):

The Contractor shall furnish all labor, supervision, materials, equipment, transportation, permits, and certifications necessary to perform demolition and asbestos abatement services in accordance with applicable federal, state, and local laws, regulations, and the Special Conditions, contained herein as Exhibit A. Such work shall be performed at the following locations as directed by the City:

215 Utah Avenue, Warner Robins, GA 31093  
110 ½ S. Third Street, Warner Robins, GA 31088

4. Contract Price: The City shall pay the Contractor in accordance with the rates set forth in the Contractor's proposal, attached hereto and incorporated herein as "Exhibit B", for Contractor's performance of Work, subject to authorized budget appropriations.
5. Payment Procedures
  - 5.1 The City will process payment requests on a monthly basis following inspection and approval of services rendered.
  - 5.2 Contractor must submit valid, itemized invoices after delivering goods or services. At a minimum, invoices must include: (i) invoice number; (ii) Contractor name and address; (iii) purchase order number; (iv) buyer name and address; (v) item description and line number; (vi) item quantity, unit price, and extended price; (vii) discount, if applicable; (viii) order date and shipping date; (ix) back order amount, if any, and shipping date.
  - 5.3 All invoices must be submitted via email to the following address, wrinvoices@wrga.gov.
  - 5.4 The City will pay all undisputed amounts via check within thirty (30) days of receipt and approval of a properly prepared invoice.
6. Termination: The City, by written notice, may terminate this Contract, in whole or in part, when in the City's interest. If this Contract is terminated, the City shall be liable only for goods or services delivered or accepted. The City Notice of Termination may provide the Contractor thirty (30) days prior notice before it becomes effective. However, at the City's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.
7. Licenses, Registrations, Certifications and Permits: The Contractor shall be responsible for obtaining and maintaining in a valid status, all licenses, registrations, certifications, and permits necessary to perform the Work as required by law. Contractor shall provide copies of any such licenses, certifications, or permits to the City upon request.
8. Insurance
  - 8.1 Contractor shall obtain and continuously maintain during the term of the Contract insurance meeting or exceeding the minimum coverage amounts as follows:  
Worker's Compensation at Statutory Requirement  
Commercial General Liability: \$1 Million/Occurrence, \$2 Million General Aggregate  
Commercial Auto Liability: \$1 Million Combined Single Limit  
Umbrella Liability: \$2 Million
  - 8.2 Such insurance shall be endorsed to name the City of Warner Robins as an additional insured party.
9. Indemnification: The Contractor shall indemnify, defend and hold harmless the City of Warner Robins and, its departments, their officers, agents, and employees from any claims, demands, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature provided by the Contractor.
10. Subcontractors

- 10.1 No subcontractor, sub-subcontractor or consultant shall be retained by the Contractor to perform services under this Contract without the prior written consent of the City.
- 10.2 Administration of any approved subcontractor shall be the Contractor's responsibility and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City.
- 10.3 The Contractor shall ensure that all subcontractors engaged in the performance of this Contract possess and maintain all required licenses, certifications, permits, and approvals required by applicable federal, state, and local laws and authorizing the performance of such services for which they were retained.

11. Employment Authorization Program

- 11.1 In accordance with the Georgia Security and Immigration Compliance Act, as amended, any Contractor that enters into a contract for the physical performance of services shall register and participate in the federal work authorization program, E-Verify. All subcontractors and sub-subcontractors, as such terms are defined in O.C.G.A. § 13-10-90, shall also be required to comply with these E-Verify requirements.
- 11.2 The Contractor and their subcontractors and sub-subcontractors will be required to execute an affidavit verifying their compliance with O.C.G.A. § 13-10-91.
- 11.3 The Contractor shall comply with any and all applicable requirements and provisions set forth in O.C.G.A. § 13-10-91.
- 11.4 Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor contracts with a subcontractor in connection with this Contract, the Contractor shall secure from such subcontractor a notarized subcontractor affidavit, and maintain such record for inspection by the City.

12. Assignment: This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

13. Contract Modification: Any change to the Contract must be made by a written amendment, signed and dated by authorized representatives of both the City and the Contractor. The amendment must reference the original Contract, state the specific changes, and note any adjustments to price, schedule, or deliverables. No verbal agreements or informal communications shall constitute a valid amendment.

14. Compliance with Laws; Non-Discrimination: The Contractor, its sub-contractor(s), assignees and successors, in the performance of contracted work, shall comply with all applicable federal, state, and local laws, rules and regulations. Including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, gender, religion, age, or disability in connection with any bid submitted to the City of Warner Robins or the performance of any contract resulting therefrom.

IN WITNESS WHEREOF, the parties hereto have each caused this Contract to be executed.

**CITY OF WARNER ROBINS**

**DEMOLITION WARRIOR, LLC**

**Signature:** \_\_\_\_\_  
**LaRHONDA W. PATRICK**  
**MAYOR**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
**MANDY STELLA**  
**CITY CLERK**

**ATTEST:** \_\_\_\_\_

**DRAFT**

**Exhibit A****Special Conditions for Asbestos Abatement and/or Demolition**

The following Special Conditions are incorporated into and made a part of the Contract for Asbestos Abatement and Demolition Services. These Special Conditions are intended to supplement and clarify the requirements of the Contract and shall be read in conjunction with all other terms, conditions, specifications, and requirements of the Contract. Compliance with these Special Conditions shall not relieve the Contractor of its obligation to comply with all other applicable provisions of the Contract Documents and all applicable federal, state, and local laws, regulations, ordinances, and codes.

In the event of a conflict between these Special Conditions and any general specifications or other Contract provisions, these Special Conditions shall govern to the extent of the conflict unless otherwise expressly stated.

**1. Contractor Qualifications and Licensing**

The Contractor shall possess and maintain throughout the duration of the project all licenses, certifications, permits, and registrations required by federal, state, and local law to perform asbestos abatement, demolition, transportation, disposal, and all related services. The Contractor shall possess and provide to the City a current and valid Georgia Asbestos Abatement Contractor License and any other required credentials.

**2. Responsibility for Subcontractors**

The Contractor shall be fully responsible for the acts, omissions, performance, and compliance of all subcontractors engaged in the performance of the work. All subcontractors performing asbestos abatement, demolition, transportation, disposal, or other regulated activities shall possess and maintain all licenses, certifications, permits, registrations, and insurance coverage required by applicable federal, state, and local laws and regulations. Upon request, the Contractor shall provide documentation demonstrating such compliance. Use of a subcontractor shall not relieve the Contractor of any obligation or responsibility under the Contract.

**3. Review of Asbestos Survey Reports**

The Contractor acknowledges responsibility for reviewing all asbestos survey reports, inspection reports, environmental assessments, and other documents provided by the City and relating to the subject property or properties.

**4. Compliance with Laws and Regulations**

The Contractor shall perform all work in accordance with all applicable federal, state, and local laws, regulations, ordinances, codes, permits, and regulatory requirements. Such compliance shall include, but not be limited to, requirements of the Georgia Environmental Protection Division (EPD), the United States Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), the Georgia Department of Labor, applicable transportation regulations, landfill requirements, and all other governmental authorities having jurisdiction over the work.

**5. Site Inspection and Certification**

The Contractor certifies that it has visited and inspected the project site(s), examined all observable conditions affecting the work, and reviewed all available project information. The Contractor further certifies

that its Contract price includes consideration of all conditions that could reasonably be determined through a site inspection and review of the bid specifications and provided documents.

#### 6. Disposal of Materials and Debris

All materials, debris, asbestos-containing materials, and waste generated as a result of the work shall become the responsibility of the Contractor and shall be transported and disposed of in accordance with all applicable laws and regulations. Disposal shall occur only at facilities authorized and permitted to receive such materials.

#### 7. Site Restoration

Upon completion of demolition activities, the Contractor shall restore the site to its natural grade and condition. Unless otherwise specified, restoration shall include removal of all foundations, debris, and unsuitable materials, placement of suitable fill material as necessary, fine grading, and permanent stabilization of disturbed areas through seeding, mulching, strawing, or other approved methods. All work shall be completed to the satisfaction of the City.

#### 8. Regulatory Notifications and Project Schedule

The Contractor shall be responsible for preparing, filing, and obtaining all notifications, permits, approvals, registrations, and authorizations required by the Georgia Environmental Protection Division (EPD), the United States Environmental Protection Agency (EPA), and any other governmental agency having jurisdiction over the work. Such filings shall include, as applicable, demolition notifications, asbestos abatement notifications, completion notifications, and any related submissions required by law.

The Contractor shall comply with all applicable notification and waiting periods prior to commencing work. No asbestos abatement, demolition, or related activity shall commence until all required notifications have been filed, approvals obtained, and waiting periods satisfied.

The Contractor shall commence work within five (5) business days after all required regulatory waiting periods have expired and all required approvals have been obtained, unless otherwise authorized in writing by the City.

Unless otherwise authorized by the City, all work shall be substantially completed within thirty (30) calendar days of commencement.

Upon completion of the project, the Contractor shall provide the City with complete project documentation, including but not limited to copies of notifications, permits, waste shipment records, landfill disposal manifests, and air clearance reports (if applicable).

#### 9. Inspection and Acceptance of Work

All work shall not be considered complete until inspected and accepted by the City of Warner Robins or its designated representative. The Contractor shall provide the City with no less than twenty-four (24) hours' notice when the work, or applicable phase of the work, is complete and ready for inspection.

#### 10. Authorization to Proceed

The Contractor shall not commence performance of any work under this Contract until it has received written authorization from the City of Warner Robins.

**Exhibit B**

**Bid Price Form**

**Bid No.: 26-P-4753**

**Asbestos Abatement and Demolition**

**Contractor: Demolition Warrior, LLC**

<b>Line #</b>	<b>Description</b>	<b>QTY</b>	<b>UOM</b>	<b>Extended</b>
1	215 Utah Avenue	1	LS	\$12,768.00
2	110 ½ S. Third Street	1	LS	\$13,347.00
<b>Total</b>				<b>\$26,115.00</b>

DRAFT

**STATE OF GEORGIA  
CITY OF WARNER ROBINS**

**RESOLUTION**

BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor LaRhonda W. Patrick to execute the attached contract between Forbes Dirt Work (“Contractor”), and the City of Warner Robins, Georgia (“City”), whereby Forbes Dirt Work agrees to commence and complete the asbestos abatement and demolition services described in the scope of work and prices identified in Bid No. 26-P-4753.

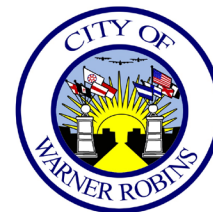
This 15<sup>th</sup> day of June, 2026.

**CITY OF WARNER ROBINS, GEORGIA**

By: \_\_\_\_\_  
LaRhonda W. Patrick, Mayor

Attest:

\_\_\_\_\_  
Mandy Stella, City Clerk



## CONTRACT FOR SERVICES

---

**OWNER:** City of Warner Robins  
P.O. Box 8629  
Warner Robins, GA 31095

**CONTRACTOR:** Forbes Dirt Work  
470 Pitts Rd.  
Hawkinsville, GA 31036

**BID NO./TITLE:** 26-P-4753 Asbestos Abatement & Demolition

This Contract is made and entered into this **15<sup>th</sup>** day of **June 2026**, by and between **FORBES DIRT WORK**, (hereinafter “Contractor”), and the **CITY OF WARNER ROBINS**, a Georgia municipal corporation in Houston and Peach Counties, (hereinafter “City”).

WHEREAS, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

1. Contract Documents: The following documents, including any addenda, attachments, and additions, collectively form the complete contract documents, all of which are incorporated herein by reference and shall do everything required by this contract:
  - a. Invitation to Bid No. 26-P-4753;
  - b. General Instructions to Bidders, Terms and Conditions;
  - c. Exhibit A: Special Conditions for Asbestos Abatement and/or Demolition
  - d. Exhibit B: Bid Price Form
2. Contract Term: The term of this Contract shall commence upon execution by both Parties and shall remain in effect until final completion and acceptance by the City. Final Completion shall occur when all services required under this Contract have been fully performed, inspected, and accepted by the City.
3. Scope of Services: The Contractor agrees to commence and complete the asbestos abatement and demolition services described as follows (the “Work”):

The Contractor shall furnish all labor, supervision, materials, equipment, transportation, permits, and certifications necessary to perform demolition and asbestos abatement services in accordance with applicable federal, state, and local laws, regulations, and the Special Conditions, contained herein as Exhibit A. Such work shall be performed at the following locations as directed by the City:

802 Pine Street, Trailer #1, Warner Robins, GA 31093

802 Pine Street, Trailer #4, Warner Robins, GA 31093

802 Pine Street, Trailer #7, Warner Robins, GA 31093

420 N. Sixth Street, Warner Robins, GA 31093

4. Contract Price: The City shall pay the Contractor in accordance with the rates set forth in the Contractor’s proposal, attached hereto and incorporated herein as “Exhibit B”, for Contractor’s performance of Work, subject to authorized budget appropriations.
  
5. Payment Procedures
  - 5.1 The City will process payment requests on a monthly basis following inspection and approval of services rendered.
  - 5.2 Contractor must submit valid, itemized invoices after delivering goods or services. At a minimum, invoices must include: (i) invoice number; (ii) Contractor name and address; (iii) purchase order number; (iv) buyer name and address; (v) item description and line number; (vi) item quantity, unit price, and extended price; (vii) discount, if applicable; (viii) order date and shipping date; (ix) back order amount, if any, and shipping date.
  - 5.3 All invoices must be submitted via email to the following address, [wrinvoices@wrga.gov](mailto:wrinvoices@wrga.gov).
  - 5.4 The City will pay all undisputed amounts via check within thirty (30) days of receipt and approval of a properly prepared invoice.
  
6. Termination: The City, by written notice, may terminate this Contract, in whole or in part, when in the City’s interest. If this Contract is terminated, the City shall be liable only for goods or services delivered or accepted. The City Notice of Termination may provide the Contractor thirty (30) days prior notice before it becomes effective. However, at the City’s sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.
  
7. Licenses, Registrations, Certifications and Permits: The Contractor shall be responsible for obtaining and maintaining in a valid status, all licenses, registrations, certifications, and permits necessary to perform the Work as required by law. Contractor shall provide copies of any such licenses, certifications, or permits to the City upon request.
  
8. Insurance
  - 8.1 Contractor shall obtain and continuously maintain during the term of the Contract insurance meeting or exceeding the minimum coverage amounts as follows:  
 Worker’s Compensation at Statutory Requirement  
 Commercial General Liability: \$1 Million/Occurrence, \$2 Million General Aggregate  
 Commercial Auto Liability: \$1 Million Combined Single Limit  
 Umbrella Liability: \$2 Million
  - 8.2 Such insurance shall be endorsed to name the City of Warner Robins as an additional insured party.
  
9. Indemnification: The Contractor shall indemnify, defend and hold harmless the City of Warner Robins and, its departments, their officers, agents, and employees from any claims, demands, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature provided by the Contractor.

10. Subcontractors

- 10.1 No subcontractor, sub-subcontractor or consultant shall be retained by the Contractor to perform services under this Contract without the prior written consent of the City.
- 10.2 Administration of any approved subcontractor shall be the Contractor's responsibility and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City.
- 10.3 The Contractor shall ensure that all subcontractors engaged in the performance of this Contract possess and maintain all required licenses, certifications, permits, and approvals required by applicable federal, state, and local laws and authorizing the performance of such services for which they were retained.

11. Employment Authorization Program

- 11.1 In accordance with the Georgia Security and Immigration Compliance Act, as amended, any Contractor that enters into a contract for the physical performance of services shall register and participate in the federal work authorization program, E-Verify. All subcontractors and sub-subcontractors, as such terms are defined in O.C.G.A. § 13-10-90, shall also be required to comply with these E-Verify requirements.
- 11.2 The Contractor and their subcontractors and sub-subcontractors will be required to execute an affidavit verifying their compliance with O.C.G.A. § 13-10-91.
- 11.3 The Contractor shall comply with any and all applicable requirements and provisions set forth in O.C.G.A. § 13-10-91.
- 11.4 Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor contracts with a subcontractor in connection with this Contract, the Contractor shall secure from such subcontractor a notarized subcontractor affidavit, and maintain such record for inspection by the City.

12. Assignment: This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

13. Contract Modification: Any change to the Contract must be made by a written amendment, signed and dated by authorized representatives of both the City and the Contractor. The amendment must reference the original Contract, state the specific changes, and note any adjustments to price, schedule, or deliverables. No verbal agreements or informal communications shall constitute a valid amendment.

14. Compliance with Laws; Non-Discrimination: The Contractor, its sub-contractor(s), assignees and successors, in the performance of contracted work, shall comply with all applicable federal, state, and local laws, rules and regulations. Including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, gender, religion, age, or disability in connection with any bid submitted to the City of Warner Robins or the performance of any contract resulting therefrom.

IN WITNESS WHEREOF, the parties hereto have each caused this Contract to be executed.

**CITY OF WARNER ROBINS**

**FORBES DIRT WORK**

**Signature:** \_\_\_\_\_  
**LaRHONDA W. PATRICK**  
**MAYOR**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
**MANDY STELLA**  
**CITY CLERK**

**ATTEST:** \_\_\_\_\_

**DRAFT**

## Exhibit A

### Special Conditions for Asbestos Abatement and/or Demolition

The following Special Conditions are incorporated into and made a part of the Contract for Asbestos Abatement and Demolition Services. These Special Conditions are intended to supplement and clarify the requirements of the Contract and shall be read in conjunction with all other terms, conditions, specifications, and requirements of the Contract. Compliance with these Special Conditions shall not relieve the Contractor of its obligation to comply with all other applicable provisions of the Contract Documents and all applicable federal, state, and local laws, regulations, ordinances, and codes.

In the event of a conflict between these Special Conditions and any general specifications or other Contract provisions, these Special Conditions shall govern to the extent of the conflict unless otherwise expressly stated.

#### 1. Contractor Qualifications and Licensing

The Contractor shall possess and maintain throughout the duration of the project all licenses, certifications, permits, and registrations required by federal, state, and local law to perform asbestos abatement, demolition, transportation, disposal, and all related services. The Contractor shall possess and provide to the City a current and valid Georgia Asbestos Abatement Contractor License and any other required credentials.

#### 2. Responsibility for Subcontractors

The Contractor shall be fully responsible for the acts, omissions, performance, and compliance of all subcontractors engaged in the performance of the work. All subcontractors performing asbestos abatement, demolition, transportation, disposal, or other regulated activities shall possess and maintain all licenses, certifications, permits, registrations, and insurance coverage required by applicable federal, state, and local laws and regulations. Upon request, the Contractor shall provide documentation demonstrating such compliance. Use of a subcontractor shall not relieve the Contractor of any obligation or responsibility under the Contract.

#### 3. Review of Asbestos Survey Reports

The Contractor acknowledges responsibility for reviewing all asbestos survey reports, inspection reports, environmental assessments, and other documents provided by the City and relating to the subject property or properties.

#### 4. Compliance with Laws and Regulations

The Contractor shall perform all work in accordance with all applicable federal, state, and local laws, regulations, ordinances, codes, permits, and regulatory requirements. Such compliance shall include, but not be limited to, requirements of the Georgia Environmental Protection Division (EPD), the United States Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), the Georgia Department of Labor, applicable transportation regulations, landfill requirements, and all other governmental authorities having jurisdiction over the work.

#### 5. Site Inspection and Certification

The Contractor certifies that it has visited and inspected the project site(s), examined all observable conditions affecting the work, and reviewed all available project information. The Contractor further certifies

that its Contract price includes consideration of all conditions that could reasonably be determined through a site inspection and review of the bid specifications and provided documents.

#### 6. Disposal of Materials and Debris

All materials, debris, asbestos-containing materials, and waste generated as a result of the work shall become the responsibility of the Contractor and shall be transported and disposed of in accordance with all applicable laws and regulations. Disposal shall occur only at facilities authorized and permitted to receive such materials.

#### 7. Site Restoration

Upon completion of demolition activities, the Contractor shall restore the site to its natural grade and condition. Unless otherwise specified, restoration shall include removal of all foundations, debris, and unsuitable materials, placement of suitable fill material as necessary, fine grading, and permanent stabilization of disturbed areas through seeding, mulching, strawing, or other approved methods. All work shall be completed to the satisfaction of the City.

#### 8. Regulatory Notifications and Project Schedule

The Contractor shall be responsible for preparing, filing, and obtaining all notifications, permits, approvals, registrations, and authorizations required by the Georgia Environmental Protection Division (EPD), the United States Environmental Protection Agency (EPA), and any other governmental agency having jurisdiction over the work. Such filings shall include, as applicable, demolition notifications, asbestos abatement notifications, completion notifications, and any related submissions required by law.

The Contractor shall comply with all applicable notification and waiting periods prior to commencing work. No asbestos abatement, demolition, or related activity shall commence until all required notifications have been filed, approvals obtained, and waiting periods satisfied.

The Contractor shall commence work within five (5) business days after all required regulatory waiting periods have expired and all required approvals have been obtained, unless otherwise authorized in writing by the City.

Unless otherwise authorized by the City, all work shall be substantially completed within thirty (30) calendar days of commencement.

Upon completion of the project, the Contractor shall provide the City with complete project documentation, including but not limited to copies of notifications, permits, waste shipment records, landfill disposal manifests, and air clearance reports (if applicable).

#### 9. Inspection and Acceptance of Work

All work shall not be considered complete until inspected and accepted by the City of Warner Robins or its designated representative. The Contractor shall provide the City with no less than twenty-four (24) hours' notice when the work, or applicable phase of the work, is complete and ready for inspection.

#### 10. Authorization to Proceed

The Contractor shall not commence performance of any work under this Contract until it has received written authorization from the City of Warner Robins.

**Exhibit B**

**Bid Price Form**

**Bid No.: 26-P-4753**

**Asbestos Abatement and Demolition**

**Contractor: Forbes Dirt Work**

<b>Line #</b>	<b>Description</b>	<b>QTY</b>	<b>UOM</b>	<b>Extended</b>
1	802 Pine Street, Trailer #1	1	LS	\$3,000.00
2	802 Pine Street, Trailer #4	1	LS	\$3,000.00
3	802 Pine Street, Trailer #7	1	LS	\$3,000.00
4	420 N. Sixth Street,	1	LS	\$9,000.00
			<b>Total</b>	<b>\$18,000.00</b>

DRAFT

# STAFF REPORT

DEPARTMENT: RECREATION, PARKS AND CULTURAL SERVICES

SUBMITTED BY: PRESTON POOSER

MEETING DATE: JUNE 15, 2026

## AGENDA ITEM

Approve Annual Contract with (26-R-4760) Annual Contract for Park Restroom Janitorial Services

## STAFF RECOMMENDATION

Staff recommends Approval of an Annual Contract with *Good Success Company Inc.* (26-R-4760) for Park Restroom Janitorial Services in the amount of \$34,272

## BUDGET AND PROCUREMENT

Budgeted Item: No

Included In Current Operating Budget: No

Fiscal Impact: Yes

Total Project Cost: \$34,272

Included In Current Capital Budget: No

Appropriations: Yes

Account Title / Number	Dollar Amount
Repair and Maint. Vdr. Buildings 1006122-522200	\$34,272

External Funding Sources:

Account Title / Number	Dollar Amount
If any funding will be provided by outside partners or agencies, list them with the corresponding amounts	

## ITEM DESCRIPTION

This item is for the award of an annual contract to Good Success Company Inc. In the amount of \$34,272 for park restroom Janitorial services. A Request for Proposals (RFP 26-R-4760) was released on February 26, 2026, for Park Restroom Janitorial Services. The purpose of this RFP was for the soliciting of a company to perform daily cleaning, trash removal, and nightly securing of park restroom facilities.

The City intends to award a multi-year contract commencing on July 1, 2026. The initial contract term shall be one (1) year and shall automatically renew for up to four (4) additional one-year periods, for a maximum total of five (5) years, unless terminated earlier in accordance with the terms and conditions of the agreement.

A mandatory pre-bid meeting was held on March 4, 2026. The proposal window for submissions was closed on March 18, 2026. There were Six (6) proposals submitted. Good Success Company Inc. Was the lowest responsible bidder.

#### **ALTERNATIVES**

Not Proceed with the Award of Annual Contract

#### **ATTACHMENTS**

1. Request for Proposals 26-R-4760 for Park Restroom Janitorial Services.
2. 26-R-4760 Bid Tabulation Form

DRAFT

BID TABULATION

BID NO.: 26-R-4760 JANITORIAL SERVICES

Line #	Description	QTY	UOM	GOOD SUCCESS COMPANY, INC. College Park, GA			Executive Cleaning Inc. Milledgeville, GA			Chosen First Cleaning Service, LLC Warner Robins, GA			Jani-King of Macon Macon, GA			AEM Services, LLC Fort Valley, GA			American Facility Services, Inc Alpharetta, GA		
				Total Price	Unit	Extended	Total Price	Unit	Extended	Total Price	Unit	Extended	Total Price	Unit	Extended	Total Price	Unit	Extended	Total Price	Unit	Extended
1	Ada Lee Park - 203 Scott Blvd.	12	Month	\$357.00		\$4,284.00	\$642.40		\$7,708.80	\$700.00		\$8,400.00	\$1,362.50		\$16,350.00	\$1,050.00		\$12,600.00	\$1,350.00		\$16,200.00
3	Fountain Park - 614 Kimberly Rd.	12	Month	\$357.00		\$4,284.00	\$973.33		\$11,679.96	\$1,960.00		\$23,520.00	\$1,362.50		\$16,350.00	\$1,200.00		\$14,400.00	\$1,350.00		\$16,200.00
4	Memorial Park - 800 South Armed Forces Blvd.	12	Month	\$357.00		\$4,284.00	\$730.00		\$8,760.00	\$1,400.00		\$16,800.00	\$1,362.50		\$16,350.00	\$1,350.00		\$16,200.00	\$1,350.00		\$16,200.00
5	Tanner Park - 200 Carl Vinson Pkwy	12	Month	\$357.00		\$4,284.00	\$1,216.67		\$14,600.04	\$1,960.00		\$23,520.00	\$1,362.50		\$16,350.00	\$2,550.00		\$30,600.00	\$1,710.00		\$20,520.00
6	Ted Wright Park - 2841 Moody Rd.	12	Month	\$357.00		\$4,284.00	\$973.33		\$11,679.96	\$1,400.00		\$16,800.00	\$1,362.50		\$16,350.00	\$2,100.00		\$25,200.00	\$1,350.00		\$16,200.00
7	Walkers Pond - 205 Woodlawn Dr.	12	Month	\$357.00		\$4,284.00	\$486.67		\$5,840.04	\$700.00		\$8,400.00	\$1,362.50		\$16,350.00	\$1,050.00		\$12,600.00	\$1,710.00		\$20,520.00
8	Wellston Park - 110 Olympia Dr.	12	Month	\$357.00		\$4,284.00	\$584.00		\$7,008.00	\$560.00		\$6,720.00	\$1,362.50		\$16,350.00	\$1,050.00		\$12,600.00	\$1,710.00		\$20,520.00
9	Corder Road, Wellston Trail at Spruce Street and Pine Terrace	12	Month	\$357.00		\$4,284.00	\$681.33		\$8,175.96	\$560.00		\$6,720.00	\$1,362.50		\$16,350.00	\$1,200.00		\$14,400.00	\$1,350.00		\$16,200.00

**STATE OF GEORGIA  
CITY OF WARNER ROBINS**

**RESOLUTION**

BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor LaRhonda W. Patrick to execute the attached contract between Good Success Company, Inc. (“Contractor”), and the City of Warner Robins, Georgia (“City”), whereby Good Success Company, Inc will provide Park Restroom Janitorial Services described in the scope of work and prices identified in Bid No. 26-R-4760.

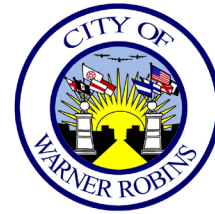
This 15<sup>th</sup> day of June, 2026.

**CITY OF WARNER ROBINS, GEORGIA**

By: \_\_\_\_\_  
LaRhonda W. Patrick, Mayor

Attest:

\_\_\_\_\_  
Mandy Stella, City Clerk



## ANNUAL CONTRACT FOR SERVICES

**OWNER:** City of Warner Robins  
P.O. Box 8629  
Warner Robins, GA 31095

**CONTRACTOR:** Good Success Company, Inc.  
4751 Best Road, Suite 270  
Atlanta, GA 30337

**BID NO./TITLE:** 26-R-4760 Annual Contract for Janitorial Services a Park Facilities

This Contract is made and entered into this **15<sup>th</sup>** day of **June 2026**, by and between **GOOD SUCCESS COMPANY, INC.**, (hereinafter “Contractor”), and the **CITY OF WARNER ROBINS**, a Georgia municipal corporation in Houston and Peach Counties, (hereinafter “City”).

WHEREAS, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

1. Contract Documents: The following documents, including any addenda, attachments, and additions, collectively form the complete contract documents, all of which are incorporated herein by reference and shall do everything required by this contract:
  - a. Request for Proposal Bid No. 26-R-4760
  - b. General Instructions to Bidders, Terms and Conditions
  - c. Exhibit A: Scope of Work
  - d. Exhibit B: Bid Price Form
2. Contract Term: The initial term of this Contract shall commence on the Effective Date of **July 1, 2026 and expire on June 30, 2027**. Upon expiration of the initial term, and on each anniversary of the Effective Date thereafter, this Contract shall automatically renew for up to four (4) successive one (1) year renewal terms, unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the current term. In no event shall the total duration of the Contract, including the initial term and all renewal terms, exceed five (5) years. All terms and conditions of this Contract shall remain in full force and effect during any renewal term unless amended in writing and signed by both parties.
3. Scope of Services: The Contractor is responsible for performing the scope of services set forth in the Scope of Work (the “Work”), attached hereto as “Exhibit A” and generally described as follows:
 

The Contractor shall provide all labor, materials, equipment, and supplies necessary to provide daily cleaning and securing of designated locations.
4. Contract Price: The City shall pay Contractor in accordance with the rates set forth in the Contractor’s proposal, attached hereto and incorporated herein as “Exhibit B”, for Contractor’s

performance of Work, subject to authorized budget appropriations. Pricing shall remain firm for the full term of the contract; however, upon mutual written agreement of the parties, prices may increase by up to three percent (3%) annually on the anniversary of the Effective Date.

## 5. Payment Procedures

- 6.1 The City will process payment requests on a monthly basis following inspection and approval of services rendered.
- 6.2 Contractor must submit valid, itemized invoices after delivering goods or services. At a minimum, invoices must include: (i) invoice number; (ii) Contractor name and address; (iii) purchase order number; (iv) buyer name and address; (v) item description and line number; (vi) item quantity, unit price, and extended price; (vii) discount, if applicable; (viii) order date and shipping date; (ix) back order amount, if any, and shipping date.
- 6.3 All invoices must be submitted via email to the following address, [wrinvoices@wrga.gov](mailto:wrinvoices@wrga.gov).
- 6.4 The City will pay all undisputed amounts via check within thirty (30) days of receipt and approval of a properly prepared invoice.

## 6. Termination

- 7.1 The City, by written notice, may terminate this Contract, in whole or in part, when in the City's interest. If this Contract is terminated, the City shall be liable only for goods or services delivered or accepted. The City Notice of Termination may provide the Contractor thirty (30) days prior notice before it becomes effective. However, at the City's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.
- 7.2 In compliance with the requirements of O.C.G.A. § 36-60-13 governing the terms and conditions of multiyear contracts, this Contract shall be effective for a term commencing on the Effective Date and terminating at midnight one year later ("initial term"), without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13, this Contract shall be automatically renewed as stated in Section 2 (each one year term occurring after the initial term shall be referred to as a "renewal term") unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then current term.

7. Licenses, Registrations, Certifications and Permits: The Contractor shall be responsible for obtaining and maintaining in a valid status, all licenses, registrations, certifications, and permits necessary to perform the Work as required by law. Contractor shall provide copies of any such licenses, certifications, or permits to the City upon request.

## 8. Insurance

- 9.1 Contractor shall obtain and continuously maintain during the term of the Contract insurance meeting or exceeding the minimum coverage amounts as follows:
  - a) Worker's Compensation at Statutory Requirement
  - b) Commercial General Liability: \$1 Million/Occurrence, \$2 Million General Aggregate
  - c) Commercial Auto Liability: \$1 Million Combined Single Limit

Such insurance shall be endorsed to name the City of Warner Robins as an additional insured party.

9. Indemnification: The Contractor shall indemnify, defend and hold harmless the City of Warner Robins and, its departments, their officers, agents, and employees from any claims, demands, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature provided by the Contractor.

10. Subcontractors

- 11.1 No subcontractor, sub-subcontractor or consultant shall be retained by the Contractor to perform services under this Contract without the prior written consent of the City.
- 11.2 Administration of any approved subcontractor shall be the Contractor's responsibility and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City.
- 11.3 The Contractor shall ensure that all subcontractors engaged in the performance of this Contract possess and maintain all required licenses, certifications, permits, and approvals required by applicable federal, state, and local laws and authorizing the performance of such services for which they were retained.

11. Employment Authorization Program

- 12.1 In accordance with the Georgia Security and Immigration Compliance Act, as amended, any Contractor that enters into a contract for the physical performance of services shall register and participate in the federal work authorization program, E-Verify. All subcontractors and sub-subcontractors, as such terms are defined in O.C.G.A. § 13-10-90, shall also be required to comply with these E-Verify requirements.
- 12.2 The Contractor and their subcontractors and sub-subcontractors will be required to execute an affidavit verifying their compliance with O.C.G.A. § 13-10-91.
- 12.3 The Contractor shall comply with any and all applicable requirements and provisions set forth in O.C.G.A. § 13-10-91.
- 12.4 Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor contracts with a subcontractor in connection with this Contract, the Contractor shall secure from such subcontractor a notarized subcontractor affidavit, and maintain such record for inspection by the City.

12. Assignment: This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

13. Contract Modification: Any change to the Contract must be made by a written amendment, signed and dated by authorized representatives of both the City and the Contractor. The amendment must reference the original Contract, state the specific changes, and note any adjustments to price, schedule, or deliverables. No verbal agreements or informal communications shall constitute a valid amendment.

14. Compliance with Laws; Non-Discrimination: The Contractor, its sub-contractor(s), assignees and successors, in the performance of contracted work, shall comply with all applicable federal, state, and local laws, rules and regulations. Including, but not limited to, the Civil Rights Act of 1964,

the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, gender, religion, age, or disability in connection with any bid submitted to the City of Warner Robins or the performance of any contract resulting therefrom.

IN WITNESS WHEREOF, the parties hereto have each caused this Contract to be executed.

**CITY OF WARNER ROBINS**

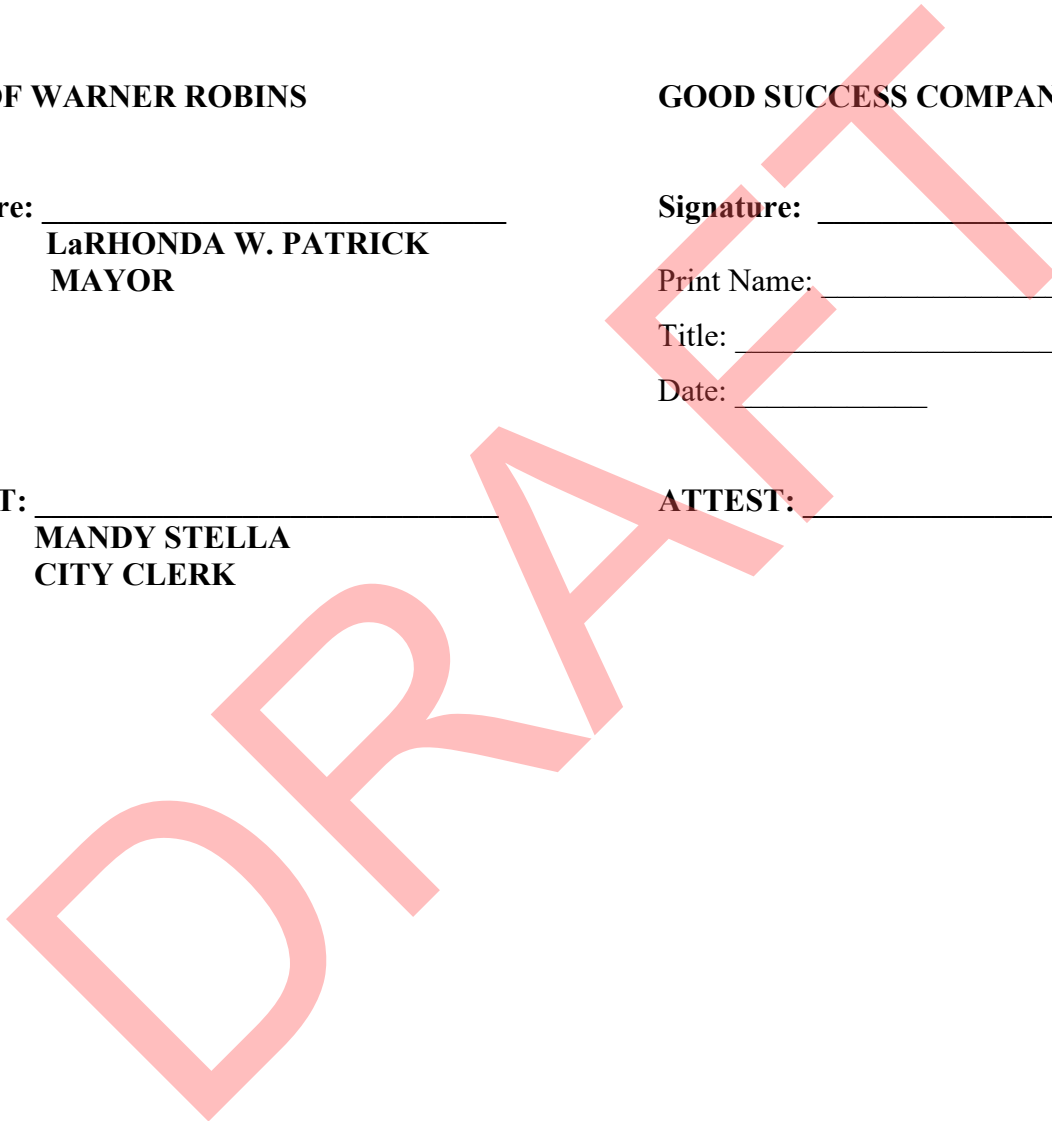
**GOOD SUCCESS COMPANY, INC.**

**Signature:** \_\_\_\_\_  
**LaRHONDA W. PATRICK**  
**MAYOR**

**Signature:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
**MANDY STELLA**  
**CITY CLERK**

**ATTEST:** \_\_\_\_\_



## Exhibit A

### Scope of Work

#### Scope of Work

The Contractor shall provide all labor, materials, equipment, and supplies necessary to provide daily cleaning and locking of the designated park restroom buildings identified as follows in the Facility Listing. All work must be completed to the satisfaction of the City's Recreation, Parks, and Cultural Services Department. The City reserves the right to add, remove, or otherwise modify the scope, frequency, and service locations throughout the contract term. The scope of work shall include, but not be limited to, the following, and shall include any items which would be reasonably expected to be foreseen by the contractor in the normal performance of work:

#### Interior Cleaning Tasks (must be performed daily):

- Sweep and mop restroom floors using appropriate disinfecting cleaning agents.
- Clean and disinfect all restroom fixtures, including but not limited to toilets, urinals, sinks, faucets, hand dryers, and soap dispensers.
- Clean and polish mirrors.
- Empty all trash receptacles and replace liners.
- Spot-clean walls, partitions, doors, and high-touch surfaces to remove fingerprints, dirt, graffiti, or other marks.
- Remove all trash and waste from the interior of the building and dispose of it in designated dumpsters.
- The Contractor must furnish all cleaning supplies, products, and equipment necessary to perform services. The City will restock consumables that are stocked in facilities such as toilet paper, soap, paper towels.
- Worksite shall be kept reasonably clean and free of equipment or materials that may create hazardous conditions.
- Protection of all surfaces and materials, including those not in the scope of work, from debris or damage. The contractor will be responsible for any at-fault damages.

#### Exterior Cleaning Tasks (must be performed daily):

- Pick up all litter and debris within a 50-foot perimeter around the restroom buildings.
- Empty exterior trash cans associated with the restroom facility (if present).
- Ensure all exterior surfaces (doors, entryways, sidewalks) are free of debris.

#### Nightly Securing of Facilities (must be performed daily):

- Secure and lock all park restroom doors as instructed by the City after completing daily cleaning tasks.
- Ensure building is fully closed, lights are off (if applicable), and facilities are left in a safe condition.
- Report any damage, vandalism, or maintenance concerns immediately to the designated City of Warner Robins contact.

Facility Listing

Facility Name	Address
Ada Lee Park	203 Scott Boulevard, Warner Robins, GA 31088
Fountain Park	614 Kimberly Road, Warner Robins, GA 31088
Memorial Park	800 S. Armed Forces Boulevard, Warner Robins, GA 31088
Tanner Park	200 Carl Vinson Parkway, Warner Robins, GA 31088
Ted Wright Park	2841 Moody Road, Bonaire, GA 31005
Walkers Pond	205 Woodlawn Drive, Warner Robins, GA 31093
Wellston Park	110 Olympia Drive, Warner Robins, GA 31093
Wellston Trail	Corder Road at Spruce Street and Pine Terrace

DRAFT

**Exhibit B**

**Bid Price Form**

**Bid No.: 26-R-4760**

**Janitorial Services at Park Facilities**

**Contractor: Good Success Company, Inc.**

**Contract Term: July 1, 2026 – June 30, 2027**

Line #	Description	QTY	UOM	Unit	Extended
1	Ada Lee Park - 203 Scott Blvd.	12	Month	\$357.00	\$4,284.00
2	Fountain Park - 614 Kimberly Rd.	12	Month	\$357.00	\$4,284.00
3	Memorial Park - 800 South Armed Forces Blvd.	12	Month	\$357.00	\$4,284.00
4	Tanner Park - 200 Carl Vinson Pkwy	12	Month	\$357.00	\$4,284.00
5	Ted Wright Park - 2841 Moody Rd.	12	Month	\$357.00	\$4,284.00
6	Walkers Pond - 205 Woodlawn Dr.	12	Month	\$357.00	\$4,284.00
7	Wellston Park - 110 Olympia Dr.	12	Month	\$357.00	\$4,284.00
8	Wellston Trail, Corder Road at Spruce Street and Pine Terrace	12	Month	\$357.00	\$4,284.00
				<b>Total Annual Cost</b>	<b>\$34,272.00</b>

# STAFF REPORT

DEPARTMENT: RECREATION, PARKS AND CULTURAL SERVICES

SUBMITTED BY: PRESTON POOSER

MEETING DATE: JUNE 15, 2026

## AGENDA ITEM

Approve Annual Contract with Russell Landscape LLC. (26-R-4773) Annual Contract for Park and Facilities Mowing & landscape Services

## STAFF RECOMMENDATION

Staff recommends Approval of an Annual Contract with Russell Landscape LLC. (26-R-4773) for Park and Facilities Mowing & landscape Services in the Amount of \$229,593.85

## BUDGET AND PROCUREMENT

Budgeted Item: No

Included In Current Operating Budget: No

Fiscal Impact: Yes

Total Project Cost: \$229,593.85

Included In Current Capital Budget: No

Appropriations: Yes

Account Title / Number	Dollar Amount
	\$229,593.85

External Funding Sources:

Account Title / Number	Dollar Amount
If any funding will be provided by outside partners or agencies, list them with the corresponding amounts	

## ITEM DESCRIPTION

This item is for the award of an annual contract to *Russell Landscape LLC*. In the amount of \$229,593.85. A Request for Proposals (RFP 26-R-4773) was released on March 27, 2026, for Parks and Facilities Mowing and Landscape Maintenance Services. The City intends to award a multi-year contract commencing on July 1, 2026. The initial contract term shall be one (1) year and shall automatically renew for up to four (4) additional one-year periods, for a maximum total of five (5) years, unless terminated earlier in accordance with the terms and conditions of the agreement.

A mandatory pre-bid meeting was held on April 7, 2026. The proposal window for submissions was closed on April 16, 2026. There were Five (5) proposals submitted. Russell Landscape LLC. Was the lowest responsible bidder.

**ALTERNATIVES**

Not Proceed with the Award of Annual Contract

**ATTACHMENTS**

1. Request for Proposals for Park and Facilities Mowing & landscape Services
2. 26-R-4773 Bid Tabulation Form
3. Russell landscaping RFP 26-R-4773 Response

DRAFT

**BID TABULATION**  
**BID NO.: 26-R-4773 ANNUAL CONTRACT FOR PARKS AND FACILITIES MOWING & LANDSCAPE MAINTENANCE SERVICES**

Line #	Description	QTY	UOM	Russell Landscape, LLC Sugar Hill, GA		Dixie Lawn & Landscaping Inc Cochran, GA		T. Lake Environmental Design East Dublin, GA		Landmark Landscapes, LLC Norcross, GA		U.S. lawns Macon / Warner Robins Macon, GA			
				Total Price	Extended	Total Price	Extended	Total Price	Extended	Total Price	Extended	Total Price	Extended	Total Price	Extended
				Unit		Unit		Unit		Unit		Unit		Unit	
1	Ada Lee Park- 203, ScottBlvd. WarnerRobins, GA 31093	30	Each	\$272.40	\$8,172.00	\$300.00	\$9,000.00	\$320.87	\$9,626.10	\$875.00	\$26,250.00				
2	Ada Lee Park - Monthly Landscape Maintenance	12	Each	\$85.67	\$1,028.04	\$100.00	\$1,200.00	\$0.01	\$0.12	\$125.00	\$1,500.00	\$968.38	\$11,620.56		
3	Briarcliff (Greenway) Park- 202 Briarcliff Road, Warner Robins, GA 31088	30	Each	\$444.00	\$13,320.00	\$200.00	\$6,000.00	\$422.56	\$12,676.80	\$275.00	\$8,250.00				
4	Briarcliff (Greenway) Park- Monthly Landscape Maintenance	12	Each	\$45.83	\$549.96	\$35.00	\$420.00	\$178.68	\$2,144.16	\$40.00	\$480.00	\$1,010.51	\$12,126.12		
5	Deloris Tolver Park- (Including around Rec Center and Ballfield) - 115 Wallace Drive, Warner Robins GA 31093	30	Each	\$608.80	\$18,264.00	\$600.00	\$18,000.00	\$765.06	\$22,951.80	\$550.00	\$16,500.00				
6	Deloris Tolver Park - Monthly Landscape Maintenance	12	Each	\$65.17	\$782.04	\$100.00	\$1,200.00	\$77.91	\$934.92	\$80.00	\$960.00	\$1,998.47	\$23,981.64		
7	Fountain Park- (Including Ballfield) - 614 Kimberly Road, Warner Robins, GA 31088	30	Each	\$598.40	\$17,952.00	\$1,400.00	\$42,000.00	\$682.87	\$20,486.10	\$735.00	\$22,050.00				
8	Fountain Park - Monthly Landscape Maintenance	12	Each	\$148.50	\$1,782.00	\$100.00	\$1,200.00	\$46.52	\$558.24	\$105.00	\$1,260.00	\$1,496.36	\$17,956.32		
9	Ferguson Park(471 Elberta Road, Warner Robins, GA 31093)	30	Each	\$384.40	\$11,532.00	\$500.00	\$15,000.00	\$558.18	\$16,745.40	\$185.00	\$5,550.00				
10	Ferguson Park - Monthly Landscape Maintenance	12	Each	\$36.67	\$440.04	\$100.00	\$1,200.00	\$38.45	\$461.40	\$30.00	\$360.00	\$932.56	\$11,190.72		
11	McArthur Park-517 McArthur Blvd.	30	Each	\$92.40	\$2,772.00	\$100.00	\$3,000.00	\$82.59	\$2,477.70	\$185.00	\$5,550.00				
12	McArthur Park - Monthly Landscape Maintenance	12	Each	\$15.00	\$180.00	\$35.00	\$420.00	\$0.01	\$0.12	\$30.00	\$360.00	\$626.48	\$7,517.76		
13	Memorial Park- 800 Armed Forces Blvd., Warner Robins, GA 31093	30	Each	\$426.40	\$12,792.00	\$550.00	\$16,500.00	\$643.49	\$19,304.70	\$550.00	\$16,500.00				
14	Memorial Park - Monthly Landscape Maintenance	12	Each	\$21.83	\$261.96	\$35.00	\$420.00	\$0.01	\$0.12	\$80.00	\$960.00	\$1,670.47	\$20,045.64		
15	Perkins Field(Includes all greenspace and buildings between Maple Street and Magnolia Street North of Watson Blvd and South of S Young Ave) 800 Watson Blvd. Warner Robins GA 31093	30	Each	\$710.40	\$21,312.00	\$400.00	\$12,000.00	\$674.73	\$20,241.90	\$185.00	\$5,550.00				
16	Perkins Field- Monthly Landscape Maintenance	12	Each	\$74.33	\$891.96	\$35.00	\$420.00	\$0.01	\$0.12	\$30.00	\$360.00	\$1,849.35	\$22,192.20		
17	Ted Wright Park- (Including the Center Building) 2841 Moody Rd., Warner Robins, GA 31088	30	Each	\$585.20	\$17,556.00	\$650.00	\$19,500.00	\$713.57	\$21,407.10	\$920.00	\$27,600.00				
18	Ted Wright Park - Monthly Landscape Maintenance	12	Each	\$60.67	\$728.04	\$100.00	\$1,200.00	\$32.18	\$386.16	\$130.00	\$1,560.00	\$1,975.35	\$23,704.20		
19	The Walk at Sandy Run- 1119 South Houston Lake Road, Warner Robins, GA 31088	30	Each	\$451.60	\$13,548.00	\$250.00	\$7,500.00	\$322.54	\$9,676.20	\$460.00	\$13,800.00				

20	The Walk at Sandy Run - Monthly Landscape Maintenance	12	Each	\$38.83	\$465.96	\$100.00	\$1,200.00	\$0.01	\$0.12	\$65.00	\$780.00	\$1,131.23	\$13,574.76
21	Walkers Pond Park- 205 Woodlawn Drive, Warner Robins, GA 31093	30	Each	\$500.40	\$15,012.00	\$350.00	\$10,500.00	\$709.41	\$21,282.30	\$920.00	\$27,600.00		
22	Walkers Pond Park - Monthly Landscape Maintenance	12	Each	\$100.50	\$1,206.00	\$100.00	\$1,200.00	\$41.02	\$492.24	\$130.00	\$1,560.00	\$1,912.46	\$22,949.52
23	Wellston Park- (Including around building) 110 Olympia Drive, Warner Robins, GA 31093	30	Each	\$378.80	\$11,364.00	\$400.00	\$12,000.00	\$286.30	\$8,589.00	\$275.00	\$8,250.00		
24	Wellston Park - Monthly Landscape Maintenance	12	Each	\$51.50	\$618.00	\$200.00	\$2,400.00	\$0.01	\$0.12	\$40.00	\$480.00	\$1,386.99	\$16,643.88
25	Tot lot Park- 101 Athens Street, Warner Robins, GA 310088	30	Each	\$137.20	\$4,116.00	\$100.00	\$3,000.00	\$96.34	\$2,890.20	\$185.00	\$5,550.00		
26	Tot lot Park - Monthly Landscape Maintenance	12	Each	\$15.00	\$180.00	\$35.00	\$420.00	\$29.97	\$359.64	\$30.00	\$360.00	\$503.05	\$6,036.60
27	Houston County Tennis Complex(inside the facility fence only) - 110 Bear Country Blvd., Warner Robins GA 31088	30	Each	\$104.40	\$3,132.00	\$250.00	\$7,500.00	\$173.75	\$5,212.50	\$370.00	\$11,100.00	\$9,400.60	\$282,018.00
28	Houston County Tennis Complex- Monthly Landscape Maintenance	12	Each	\$26.33	\$315.96	\$100.00	\$1,200.00	\$0.01	\$0.12	\$55.00	\$660.00	\$783.38	\$9,400.56
29	North Houston Sports Complex(Common areas only excludes athletic fields) - 900 N. Houston Rd., Warner Robins, GA 31093	30	Each	\$1,074.40	\$32,232.00	\$800.00	\$24,000.00	\$1,135.30	\$34,059.00	\$1,010.00	\$30,300.00		
30	North Houston Sports Complex - Monthly Landscape Maintenance	12	Each	\$160.00	\$1,920.00	\$360.00	\$4,320.00	\$297.42	\$3,569.04	\$165.00	\$1,980.00	\$2,360.39	\$28,324.68
31	Recreation Department Center- 800 Watson Blvd., Warner Robins, GA 31093	30	Each	\$150.40	\$4,512.00	\$150.00	\$4,500.00	\$158.27	\$4,748.10	\$275.00	\$8,250.00		
32	Recreation Department Center - Monthly Landscape Maintenance	12	Each	\$46.83	\$561.96	\$100.00	\$1,200.00	\$70.83	\$849.96	\$40.00	\$480.00	\$1,378.46	\$16,541.52
33	Township Park-305Orchard Way, Warner Robins, GA 31088	30	Each	\$90.40	\$2,712.00	\$100.00	\$3,000.00	\$115.92	\$3,477.60	\$275.00	\$8,250.00		
34	Township Park - Monthly Landscape Maintenance	12	Each	\$7.00	\$84.00	\$35.00	\$420.00	\$0.01	\$0.12	\$40.00	\$480.00	\$543.62	\$6,523.44
35	Warner Robins Senior Center(Included in Perkins Field) -152 Maple St., Warner Robins, GA 31093	30	Each	\$125.60	\$3,768.00	\$100.00	\$3,000.00	\$74.45	\$2,233.50	\$185.00	\$5,550.00	No Response	
36	Warner Robins Senior Center - Monthly Landscape Maintenance	12	Each	\$18.33	\$219.96	\$100.00	\$1,200.00	\$39.71	\$476.52	\$30.00	\$360.00		
37	Wellston Center- 155 Maple St., Warner Robins, GA 31093	30	Each	\$98.00	\$2,940.00	\$100.00	\$3,000.00	\$71.36	\$2,140.80	\$185.00	\$5,550.00		
38	Wellston Center - Monthly Landscape Maintenance	12	Each	\$30.83	\$369.96	\$100.00	\$1,200.00	\$39.83	\$477.96	\$30.00	\$360.00	\$1,099.40	\$13,192.80

**STATE OF GEORGIA  
CITY OF WARNER ROBINS**

**RESOLUTION**

BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor LaRhonda W. Patrick to execute the attached contract between Russell Landscape, LLC. (“Contractor”), and the City of Warner Robins, Georgia (“City”), whereby Russell Landscape, LLC will provide Mowing and Landscape maintenance services for designated Parks and Recreation Facilities described in the scope of work and prices identified in Bid No. 26-R-4773.

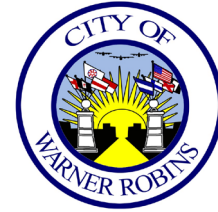
This 15<sup>th</sup> day of June, 2026.

**CITY OF WARNER ROBINS, GEORGIA**

By: \_\_\_\_\_  
LaRhonda W. Patrick, Mayor

Attest:

\_\_\_\_\_  
Mandy Stella, City Clerk



## ANNUAL CONTRACT FOR SERVICES

- OWNER:** City of Warner Robins  
P.O. Box 8629  
Warner Robins, GA 31095
- CONTRACTOR:** Russell Landscape, LLC.  
4300 Woodward Way  
Sugar Hill, GA 30518
- BID NO./TITLE:** 26-R-4773 Annual Contract for Parks and Facilities Mowing & Landscape Maintenance Services

This Contract is made and entered into this 15<sup>th</sup> day of **June 2026**, by and between **RUSSELL LANDSCAPE, LLC.**, (hereinafter “Contractor”), and the **CITY OF WARNER ROBINS**, a Georgia municipal corporation in Houston and Peach Counties, (hereinafter “City”).

WHEREAS, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

1. Contract Documents: The following documents, including any addenda, attachments, and additions, collectively form the complete contract documents, all of which are incorporated herein by reference and shall do everything required by this contract:
  - a. Bid Form and Invitation to Bid;
  - b. General Instructions to Bidders, Terms and Conditions;
  - c. Exhibit A: Bid Price List;
  - d. Exhibit B: Scope of Work
2. Contract Term: The initial term of this Contract shall commence on the Effective Date of **July 1, 2026 and expire on June 30, 2027**. Upon expiration of the initial term, and on each anniversary of the Effective Date thereafter, this Contract shall automatically renew for up to four (4) successive one (1) year renewal terms, unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the current term. In no event shall the total duration of the Contract, including the initial term and all renewal terms, exceed five (5) years. All terms and conditions of this Contract shall remain in full force and effect during any renewal term unless amended in writing and signed by both parties.
3. Scope of Services: The Contractor is responsible for performing the scope of services set forth in the Bid Form (the “Work”), attached hereto as “Exhibit B” and generally described as follows:

Mowing and Landscape maintenance services for designated Parks and Recreation Facilities within the City of Warner Robins, including labor, materials, equipment, and

qualified personnel, routine and as-needed maintenance, and full compliance with applicable laws and regulations to ensure safe, clean, and well-maintained conditions.

4. Contract Price: The City shall pay Contractor in accordance with the rates set forth in the Contractor's proposal, attached hereto and incorporated herein as "Exhibit A", for Contractor's performance of Work, subject to authorized budget appropriations. Pricing shall remain firm for the full term of the contract and may only be modified through a written amendment approved by both parties.
5. Payment Procedures
  - 5.1 The City will process payment requests following inspection and approval of services rendered.
  - 5.2 Contractor must submit valid, itemized invoices after delivering goods or services. At a minimum, invoices must include: (i) invoice number; (ii) Contractor name and address; (iii) purchase order number; (iv) buyer name and address; (v) item description and line number; (vi) item quantity, unit price, and extended price; (vii) discount, if applicable; (viii) order date and shipping date; (ix) back order amount, if any, and shipping date.
  - 5.3 All invoices must be submitted via email to the following address, wrinvoices@wrga.gov.
  - 5.4 The City will pay all undisputed amounts via check within thirty (30) days of receipt and approval of a properly prepared invoice.
6. Termination
  - 6.1 The City, by written notice, may terminate this Contract, in whole or in part, when in the City's interest. If this Contract is terminated, the City shall be liable only for goods or services delivered or accepted. The City Notice of Termination may provide the Contractor thirty (30) days prior notice before it becomes effective. However, at the City's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.
  - 6.2 In compliance with the requirements of O.C.G.A. § 36-60-13 governing the terms and conditions of multiyear contracts, this Contract shall be effective for a term commencing on the Effective Date and terminating at midnight one year later ("initial term"), without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13, this Contract shall be automatically renewed as specified herein (each one year term occurring after the initial term shall be referred to as a "renewal term") unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then current term.
7. Licenses, Registrations, Certifications and Permits: The Contractor shall be responsible for obtaining and maintaining in a valid status, all licenses, registrations, certifications, and permits necessary to perform the Work as required by law. Contractor shall provide copies of any such licenses, certifications, or permits to the City upon request.

## 8. Insurance

- 8.1 Contractor shall obtain and continuously maintain during the term of the Contract insurance meeting or exceeding the minimum coverage amounts as follows:  
Worker's Compensation at Statutory Requirement  
Commercial General Liability: \$1 Million/Occurrence, \$2 Million General Aggregate  
Commercial Auto Liability: \$1 Million Combined Single Limit  
Umbrella Liability: \$1 Million
- 8.2 Such insurance shall be endorsed to name the City of Warner Robins as an additional insured party.

9. Indemnification: The Contractor shall indemnify, defend and hold harmless the City of Warner Robins and, its departments, their officers, agents, and employees from any claims, demands, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature provided by the Contractor.

## 10. Subcontractors

- 10.1 No subcontractor, sub-subcontractor or consultant shall be retained by the Contractor to perform services under this Contract without the prior written consent of the City.
- 10.2 Administration of any approved subcontractor shall be the Contractor's responsibility and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City.
- 10.3 The Contractor shall ensure that all subcontractors engaged in the performance of this Contract possess and maintain all required licenses, certifications, permits, and approvals required by applicable federal, state, and local laws and authorizing the performance of such services for which they were retained.

## 11. Employment Authorization Program

- 11.1 In accordance with the Georgia Security and Immigration Compliance Act, as amended, any Contractor that enters into a contract for the physical performance of services shall register and participate in the federal work authorization program, E-Verify. All subcontractors and sub-subcontractors, as such terms are defined in O.C.G.A. § 13-10-90, shall also be required to comply with these E-Verify requirements.
- 11.2 The Contractor and their subcontractors and sub-subcontractors will be required to execute an affidavit verifying their compliance with O.C.G.A. § 13-10-91.
- 11.3 The Contractor shall comply with any and all applicable requirements and provisions set forth in O.C.G.A. § 13-10-91.
- 11.4 Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor contracts with a subcontractor in connection with this Contract, the Contractor shall secure from such subcontractor a notarized subcontractor affidavit, and maintain such record for inspection by the City.

- 12. Assignment: This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.
- 13. Contract Modification: Any change to the Contract must be made by a written amendment, signed and dated by authorized representatives of both the City and the Contractor. The amendment must reference the original Contract, state the specific changes, and note any adjustments to price, schedule, or deliverables. No verbal agreements or informal communications shall constitute a valid amendment.
- 14. Compliance with Laws; Non-Discrimination: The Contractor, its sub-contractor(s), assignees and successors, in the performance of contracted work, shall comply with all applicable federal, state, and local laws, rules and regulations. Including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, gender, religion, age, or disability in connection with any bid submitted to the City of Warner Robins or the performance of any contract resulting therefrom.

IN WITNESS WHEREOF, the parties hereto have each caused this Contract to be executed.

**CITY OF WARNER ROBINS**

**RUSSELL LANDSCAPE, LLC.**

**Signature:** \_\_\_\_\_  
**LaRHONDA W. PATRICK**  
**MAYOR**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
**MANDY STELLA**  
**CITY CLERK**

**ATTEST:** \_\_\_\_\_

**Exhibit A****Bid Price List****Annual Contract for Parks and Facilities Mowing & Landscape Maintenance Services****26-R-4773****Russell Landscape, LLC.**

<b>Line #</b>	<b>Description</b>	<b>QTY</b>	<b>UOM</b>	<b>Unit</b>	<b>Extended</b>
1	Ada Lee Park- 203, Scott Blvd. Warner Robins, GA 31093	30	Each	\$272.40	\$8,172.00
2	Ada Lee Park - Monthly Landscape Maintenance	12	Each	\$85.67	\$1,028.04
3	Briarcliff (Greenway) Park- 202 Briarcliff Road, Warner Robins, GA 31088	30	Each	\$444.00	\$13,320.00
4	Briarcliff (Greenway) Park- Monthly Landscape Maintenance	12	Each	\$45.83	\$549.96
5	Deloris Toliver Park- (Including around Rec Center and Ballfield) - 115 Wallace Drive, Warner Robins GA 31093	30	Each	\$608.80	\$18,264.00
6	Deloris Toliver Park - Monthly Landscape Maintenance	12	Each	\$65.17	\$782.04
7	Fountain Park- (Including Ballfield) - 614 Kimberly Road, Warner Robins, GA 31088	30	Each	\$598.40	\$17,952.00
8	Fountain Park - Monthly Landscape Maintenance	12	Each	\$148.50	\$1,782.00
9	Ferguson Park(471 Elberta Road, Warner Robins, GA 31093)	30	Each	\$384.40	\$11,532.00
10	Ferguson Park - Monthly Landscape Maintenance	12	Each	\$36.67	\$440.04
11	McArther Park-517 McArther Blvd.	30	Each	\$92.40	\$2,772.00
12	McArther Park - Monthly Landscape Maintenance	12	Each	\$15.00	\$180.00
13	Memorial Park- 800 Armed Forces Blvd., Warner Robins, GA 31093	30	Each	\$426.40	\$12,792.00
14	Memorial Park - Monthly Landscape Maintenance	12	Each	\$21.83	\$261.96
15	Perkins Field(Includes all greenspace and buildings between Maple Street and Magnolia Street North of Watson Blvd and South of S Young Ave) 800 Watson Blvd. Warner Robins GA 31093	30	Each	\$710.40	\$21,312.00
16	Perkins Field- Monthly Landscape Maintenance	12	Each	\$74.33	\$891.96
17	Ted Wright Park- (Including the Center Building) 2841 Moody Rd., Warner Robins, GA 31088	30	Each	\$585.20	\$17,556.00
18	Ted Wright Park - Monthly Landscape Maintenance	12	Each	\$60.67	\$728.04

19	The Walk at Sandy Run- 1119 South Houston Lake Road, Warner Robins, GA 31088	30	Each	\$451.60	\$13,548.00
20	The Walk at Sandy Run - Monthly Landscape Maintenance	12	Each	\$38.83	\$465.96
21	Walkers Pond Park- 205 Woodlawn Drive, Warner Robins, GA 31093	30	Each	\$500.40	\$15,012.00
22	Walkers Pond Park - Monthly Landscape Maintenance	12	Each	\$100.50	\$1,206.00
23	Wellston Park- (Including around building) 110 Olympia Drive, Warner Robins, GA 31093	30	Each	\$378.80	\$11,364.00
24	Wellston Park - Monthly Landscape Maintenance	12	Each	\$51.50	\$618.00
25	Tot lot Park- 101 Athens Street, Warner Robins, GA 310088	30	Each	\$137.20	\$4,116.00
26	Tot lot Park - Monthly Landscape Maintenance	12	Each	\$15.00	\$180.00
27	Houston County Tennis Complex(Inside the facility fence only) - 110 Bear Country Blvd., Warner Robins GA 31088	30	Each	\$104.40	\$3,132.00
28	Houston County Tennis Complex- Monthly Landscape Maintenance	12	Each	\$26.33	\$315.96
29	North Houston Sports Complex(Common areas only, excludes athletic fields) - 900 N. Houston Rd., Warner Robins, GA 31093	30	Each	\$1,074.40	\$32,232.00
30	North Houston Sports Complex - Monthly Landscape Maintenance	12	Each	\$160.00	\$1,920.00
31	Recreation Department Center- 800 Watson Blvd., Warner Robins, GA 31093	30	Each	\$150.40	\$4,512.00
32	Recreation Department Center - Monthly Landscape Maintenance	12	Each	\$46.83	\$561.96
33	Township Park-305 Orchard Way, Warner Robins, GA 31088	30	Each	\$90.40	\$2,712.00
34	Township Park - Monthly Landscape Maintenance	12	Each	\$7.00	\$84.00
35	Warner Robins Senior Center(Included in Perkins Field) -152 Maple St., Warner Robins, GA 31093	30	Each	\$125.60	\$3,768.00
36	Warner Robins Senior Center - Monthly Landscape Maintenance	12	Each	\$18.33	\$219.96
37	Wellston Center- 155 Maple St., Warner Robins, GA 31093	30	Each	\$98.00	\$2,940.00
38	Wellston Center - Monthly Landscape Maintenance	12	Each	\$30.83	\$369.96
				<b>Total Price</b>	<b>\$229,593.84</b>

**Exhibit B****SCOPE OF SERVICES****A. General Requirements**

The Contractor shall furnish all labor, supervision, equipment, materials, fuel, and transportation necessary to perform the services described herein. Required equipment includes, but is not limited to, commercial-grade mowers, trimmers, edging equipment, blowers, and appropriate safety devices. The Contractor shall provide qualified, properly trained personnel at all times and shall comply with all applicable federal, state, and local laws, regulations, and safety standards.

The Contractor shall coordinate work schedules with the City's designated representative and shall obtain and maintain all required licenses, permits, and insurance throughout the term of the contract.

**B. Areas to Be Serviced**

Services shall include mowing, turf maintenance, landscape maintenance, and seasonal maintenance within all designated City-owned or City-maintained parks, greenspaces, facilities, and administrative buildings listed in Exhibit A. Work areas include, but are not limited to:

- Perimeter property lines
- Parking areas and internal medians
- Pedestrian corridors and trail systems
- Drainage features and utility easements
- Athletic field surrounds
- Playground and pavilion perimeters
- Areas adjacent to signage, fencing, light poles, irrigation infrastructure, fire hydrants, and other site amenities

**C. Service Standards****Mowing & Turf Maintenance**

- Maintain grass at a height of 2.5 inches unless otherwise directed by the City.
- Trim grass around all structures, fences, signs, poles, trees, and walkways.
- Edge all sidewalks, curb lines, driveways, and other hard surfaces.
- Remove clippings and debris from sidewalks, parking lots, entryways, and public areas after each service.

Landscape Maintenance

- Maintain landscape beds free of weeds, overgrowth, and debris.
- Install and maintain pine straw in all beds a minimum of twice per year (Fall and Spring), and additionally as requested.
- Trim bushes, shrubs, and ornamental plants as needed.
- Remove all trash, litter, and vegetative debris (branches, limbs, etc.) during each visit.
- Blow or sweep high-traffic pedestrian areas.

Seasonal Maintenance

- Remove leaves during fall and winter months.
- Perform spring cleanup of beds, storm debris, and winter die-off.

General Standards

- Maintain consistent appearance and quality across all facilities.
- Immediately report damage, vandalism, safety hazards, or irrigation concerns to the City.
- Coordinate services around scheduled programs, events, and facility operations.
- Prevent damage to City infrastructure, utilities, signage, irrigation systems, and adjacent private property.

D. Service Frequency

**Growing Season (March 1 – October 31)**

- Routine mowing shall be performed bi-weekly from March through May, or as directed by the City.
- Routine mowing shall be performed weekly from May through October, or as directed by the City.
- Landscape bed maintenance shall be performed monthly throughout the growing season.

**Dormant Season (November 1 – February 28)**

- Mowing and site cleanup shall be performed on an as-needed basis, at the City’s direction.
- Landscape bed maintenance shall continue monthly.

Pine Straw Installation

- Pine straw shall be installed and maintained in all designated landscape beds in parks and around recreation structures and facilities.

Additional or Emergency Services

Additional mowing or landscape services may be requested due to excessive growth, special events, or safety concerns. Such services shall be performed only at the City’s direction, following review and formal approval of a written price proposal.

E. Worksite Conditions and Protection

The Contractor shall maintain the worksite in a clean and safe condition at all times. Equipment, debris, or materials shall not create hazardous conditions. The Contractor shall protect all surfaces and materials from damage resulting from operations and shall repair or restore any at-fault damage at no cost to the City.

No equipment or materials may be stored overnight on City property without prior written authorization. The Contractor shall be solely responsible for any at-fault injuries to the public, City employees, or Contractor employees resulting from its operations.

F. Completion Timeline

All work for each mowing cycle must be completed within seven (7) calendar days from issuance of a Notice to Proceed or Purchase Order, unless otherwise approved or directed by the City.

G. Performance Standards and Inspections

The Contractor shall perform all work in a professional manner consistent with industry best practices. Failure to meet performance standards may result in withholding of payment or contract termination.

- All mowing and maintenance shall align with the seasonal schedule and the City's direction.
- Turf shall be maintained at 2.5 inches unless otherwise directed. No scalping, rutting, soil compaction, or soil exposure is permitted.
- Trimming and edging shall be uniform.
- Landscape beds shall be maintained monthly and kept free of weeds, invasive growth, litter, and debris, with clearly defined edges.
- All clippings, debris, and vegetation shall be removed from sidewalks, trails, parking lots, courts, streets, curbs, pavilions, and building entrances the same day work is performed.
- One hundred percent (100%) of assigned areas shall be mowed and trimmed during each cycle; partial completion is not acceptable.
- All equipment must be properly maintained and in safe operating condition. The Contractor shall comply with all OSHA, GDOT, and City safety requirements, including traffic control when working near roadways.
- Routine mowing must be completed within City-assigned timeframes. Emergency mowing requests must receive a response within forty-eight (48) hours, or sooner if directed. Weather delays must be reported to the City within twenty-four (24) hours.

The City will conduct routine and random inspections. The City shall determine acceptability of work at its sole discretion. Deficiencies will be provided in writing, and the Contractor shall correct them within the timeframe specified by the City.

# STAFF REPORT

DEPARTMENT: STORMWATER COMPLIANCE DEPARTMENT

SUBMITTED BY: KRAG A. WOODYARD

MEETING DATE: JUNE 15, 2026

## AGENDA ITEM

**BID NO./TITLE: 26-SW-4782 Annual Contract for Landscape Maintenance of Stormwater ponds**

## STAFF RECOMMENDATION

Select Dixie Lawn & Landscape Inc to perform necessary maintenance on forty-two (42) Retention/Detention Ponds and twenty-two (23) Road Right of Way (ROW) areas adjacent to City owned stormwater properties.

## BUDGET AND PROCUREMENT

Budgeted Item: Yes

Included In Current Operating Budget: Yes

Fiscal Impact: No

Total Project Cost:

Included In Current Capital Budget: Yes or No

Appropriations: Yes/No

Account Title / Number	Dollar Amount
5604910-522200	\$80,820.00

External Funding Sources:

Account Title / Number	Dollar Amount

## ITEM DESCRIPTION

- Work to be performed includes, but is not limited to; mowing the grass to a height of 4"-6", ensuring that the floor basin is mowed on detention ponds, weed eating areas where mowers cannot access (side slopes, around structures, etc.), spraying EPA approved weed killer around fence line (<6" from fence bottom on both sides where accessible), removing undesirable vegetation such as; small trees and shrubs, and removing trash and debris (to include vegetative matter) from pond area and ROW areas. On retention ponds (ponds designed to hold water continuously) the floor basin will not be mowed, and bids reflect this non- requirement. Should a detention pond (ponds designed to release the water that has not soaked into the ground) have a floor basin that is too wet to allow mowing for the month, the contractor shall submit their invoice for that pond less twenty-five percent (25%).

- All ponds and ROW's are to be maintained once (1) per month from March through September, and again in November and January, for a total of nine (9) services per pond per year. The City maintains the right to amend this schedule as needed with proper compensation to be provided as required.
- Prices are to remain firm for the entire Contract period
- The Monthly Invoice for payment MUST include:
- Monthly time stamped "before and after" photos of each pond.
- Product name of the weed killer used, spray date and quantity used for each pond.
- Correct Purchase Order Number, Pond ID Number, Pond Location and Detailed Scope of work performed for each pond.
- The Monthly Invoice MUST be accurate with proper amount due totals for each pond.
- One Monthly Invoice MUST be submitted.
- NOTE: All ponds MUST be mowed within the monthly window for payment. No invoices will be accepted for work done outside of the current monthly window.

#### ALTERNATIVES

We could keep these areas as in-house mowing areas, but with the numerous amounts of right of ways, City owned properties, other areas that are currently maintained by City Staff, these factors can create a deterrent to the consistency and the ability to mow as required, additional staff would have to be hired and additional equipment would have to be purchased..

#### ATTACHMENTS

1. Bid Tabulation Sheet **BID NO./TITLE: 26-SW-4782**
2. City Owned Pond Inventory
3. Scope of Work Pond Mowing

BID NO.: 26-SW-4782 LANDSCAPE MAINTENANCE OF STORMWATER PONDS

Line #	Description	QTY	UOM	Dixie Lawn & Landscaping Inc		Dragonfly Pond Works, LLC		Real Turf Solutions		Opterra Solutions, Inc		All-Water Aquatic Resource		T. Lake Environmental		U.S. Iawns Macon / Warner	
				Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit
1	Pond ID #1 Address: N. Charity Ln / Melvina Dr	1	EA	\$135.00	\$135.00	\$387.00	\$387.00	\$571.44	\$571.44	\$437.50	\$437.50	\$375.00	\$375.00	\$898.00	\$898.00	\$9,881.00	\$9,881.00
2	Pond ID #2 Address: Deerfield Cir / Leverette Rd.	1	EA	\$85.00	\$131.00	\$131.00	\$131.00	\$285.72	\$285.72	\$238.00	\$238.00	\$375.00	\$375.00	\$614.00	\$614.00	\$4,531.00	\$4,531.00
3	Pond ID #3 Address: Elberta Rd / Kennedy Ct	1	EA	\$55.00	\$55.00	\$195.00	\$195.00	\$357.15	\$357.15	\$133.00	\$133.00	\$112.50	\$112.50	\$489.00	\$489.00	\$3,904.00	\$3,904.00
4	Pond ID #4 Address: Elberta Rd / Talon Ct	1	EA	\$100.00	\$100.00	\$200.00	\$200.00	\$357.15	\$357.15	\$245.00	\$245.00	\$468.75	\$468.75	\$598.00	\$598.00	\$3,896.00	\$3,896.00
5	Pond ID #5 Address: Feagin Mill Rd. / Jerusalem Church Rd	1	EA	\$215.00	\$215.00	\$337.00	\$337.00	\$500.01	\$500.01	\$444.50	\$444.50	\$562.50	\$562.50	\$1,131.00	\$1,131.00	\$8,956.00	\$8,956.00
6	Pond ID #6 Address: Shannon Ridge Dr / Castle Pines Dr	1	EA	\$60.00	\$60.00	\$309.00	\$309.00	\$571.44	\$571.44	\$350.00	\$350.00	\$468.75	\$468.75	\$1,461.00	\$1,461.00	\$10,651.00	\$10,651.00
7	Pond ID #7 Address: Hwy 247 / Assembly Ln	1	EA	\$70.00	\$70.00	\$233.00	\$233.00	\$785.73	\$785.73	\$455.00	\$455.00	\$1,312.50	\$1,312.50	\$902.00	\$902.00	\$8,110.00	\$8,110.00
8	Pond ID #8 Address: Antler Trail	1	EA	\$150.00	\$150.00	\$258.00	\$258.00	\$1,142.88	\$1,142.88	\$560.00	\$560.00	\$562.50	\$562.50	\$983.00	\$983.00	\$3,522.00	\$3,522.00
9	Pond ID #9 Address: Faith Life Family Church / Leverette Rd	1	EA	\$25.00	\$25.00	\$83.00	\$83.00	\$214.29	\$214.29	\$70.00	\$70.00	\$1,312.50	\$1,312.50	\$599.00	\$599.00	\$3,247.00	\$3,247.00
10	Pond ID #10 Address: Avondale Cir	1	EA	\$75.00	\$75.00	\$231.00	\$231.00	\$321.44	\$321.44	\$210.00	\$210.00	\$150.00	\$150.00	\$1,002.00	\$1,002.00	\$8,946.00	\$8,946.00
11	Pond ID #11 Address: Friendship Baptist Church / Feagin Mill Rd.	1	EA	\$255.00	\$255.00	\$433.00	\$433.00	\$500.01	\$500.01	\$560.00	\$560.00	\$750.00	\$750.00	\$1,689.00	\$1,689.00	\$10,478.00	\$10,478.00
12	Pond ID #12 Address: Northlake Dr / South of Markwood Dr	1	EA	\$105.00	\$105.00	\$244.00	\$244.00	\$321.44	\$321.44	\$245.00	\$245.00	\$93.75	\$93.75	\$802.00	\$802.00	\$4,054.00	\$4,054.00
13	Pond ID #13 Address: Linda Kay Ct / End of Cul de sac	1	EA	\$25.00	\$25.00	\$208.00	\$208.00	\$357.15	\$357.15	\$56.00	\$56.00	\$93.75	\$93.75	\$636.00	\$636.00	\$4,734.00	\$4,734.00
14	Pond ID #14 Address: S. Armed Forces Blvd / North of Memorial Park	1	EA	\$75.00	\$75.00	\$180.00	\$180.00	\$285.72	\$285.72	\$94.50	\$94.50	\$187.50	\$187.50	\$608.00	\$608.00	\$5,575.00	\$5,575.00
15	Pond ID #15 Address: N. Morgan Ranch Cir	1	EA	\$75.00	\$75.00	\$125.00	\$125.00	\$357.15	\$357.15	\$171.50	\$171.50	\$93.75	\$93.75	\$515.00	\$515.00	\$4,535.00	\$4,535.00
16	Pond ID #16 Address: Elberta Rd / Avalon Cir	1	EA	\$75.00	\$75.00	\$203.00	\$203.00	\$357.15	\$357.15	\$168.00	\$168.00	\$375.00	\$375.00	\$762.00	\$762.00	\$5,902.00	\$5,902.00
17	Pond ID #17 Address: Lake Joy Rd / Feagin Mill Rd	1	EA	\$55.00	\$55.00	\$231.00	\$231.00	\$714.30	\$714.30	\$140.00	\$140.00	\$750.00	\$750.00	\$990.00	\$990.00	\$8,191.00	\$8,191.00
18	Pond ID #18 Address: Running Creek Dr /	1	EA	\$85.00	\$85.00	\$165.00	\$165.00	\$714.30	\$714.30	\$199.50	\$199.50	\$187.50	\$187.50	\$1,708.00	\$1,708.00	\$8,435.00	\$8,435.00
19	Pond ID #19 Address: Smithville Church Rd. / Georgetown	1	EA	\$60.00	\$60.00	\$208.00	\$208.00	\$357.15	\$357.15	\$129.50	\$129.50	\$187.50	\$187.50	\$530.00	\$530.00	\$4,785.00	\$4,785.00
20	Pond ID #20 Address: 701 Osigian Blvd Warner Robins Ga.	1	EA	\$70.00	\$70.00	\$258.00	\$258.00	\$500.01	\$500.01	\$87.50	\$87.50	\$375.00	\$375.00	\$611.00	\$611.00	\$13,189.00	\$13,189.00
21	Pond ID #21 Address: Ryan Davis Ct.	1	EA	\$90.00	\$90.00	\$240.00	\$240.00	\$357.15	\$357.15	\$87.50	\$87.50	\$468.75	\$468.75	\$554.00	\$554.00	\$3,023.00	\$3,023.00
22	Pond ID #22 Address: Arrie Dr / Covington Cove	1	EA	\$200.00	\$200.00	\$439.00	\$439.00	\$357.15	\$357.15	\$178.50	\$178.50	\$187.50	\$187.50	\$1,495.00	\$1,495.00	\$3,379.00	\$3,379.00
23	Pond ID #23 Address: Behind Kroger / Russell Pkwy	1	EA	\$50.00	\$50.00	\$103.00	\$103.00	\$214.29	\$214.29	\$122.50	\$122.50	\$468.75	\$468.75	\$629.00	\$629.00	\$5,000.00	\$5,000.00
24	Pond ID #24 Address: Charlotte Dr	1	EA	\$230.00	\$230.00	\$403.00	\$403.00	\$571.44	\$571.44	\$630.00	\$630.00	\$187.50	\$187.50	\$1,766.00	\$1,766.00	\$3,387.00	\$3,387.00
25	Pond ID #25 Address: Feagin Mill Rd / Bowens Mill Dr	1	EA	\$85.00	\$85.00	\$278.00	\$278.00	\$214.29	\$214.29	\$262.50	\$262.50	\$5,250.00	\$5,250.00	\$1,064.00	\$1,064.00	\$5,090.00	\$5,090.00
26	Pond ID #26 Address: Feagin Mill Rd / Loudon Hill	1	EA	\$2,140.00	\$2,140.00	\$2,286.00	\$2,286.00	\$2,857.20	\$2,857.20	\$5,075.00	\$5,075.00	\$5,250.00	\$5,250.00	\$5,573.00	\$5,573.00	\$13,408.00	\$13,408.00
27	Pond ID #27 Address: Feagin Mill Rd / Post Oak Way	1	EA	\$2,230.00	\$2,230.00	\$2,500.00	\$2,500.00	\$2,857.20	\$2,857.20	\$5,075.00	\$5,075.00	\$1,875.00	\$1,875.00	\$8,121.00	\$8,121.00	\$12,081.00	\$12,081.00
28	Pond ID #30 Address: S. Houson Lake Rd / Cohen Walker Dr	1	EA	\$685.00	\$685.00	\$1,858.00	\$1,858.00	\$285.72	\$285.72	\$1,750.00	\$1,750.00	\$375.00	\$375.00	\$3,097.00	\$3,097.00	\$6,138.00	\$6,138.00
29	Pond ID #31 Address: HWY 41 Cariton Ridge North	1	EA	\$55.00	\$55.00	\$89.00	\$89.00	\$178.58	\$178.58	\$129.50	\$129.50	\$3,000.00	\$3,000.00	\$340.00	\$340.00	\$4,814.00	\$4,814.00
30	Pond ID #32 Address: HWY 41 Cariton Ridge South	1	EA	\$155.00	\$155.00	\$267.00	\$267.00	\$178.58	\$178.58	\$350.00	\$350.00	\$93.75	\$93.75	\$736.00	\$736.00	\$4,697.00	\$4,697.00
31	Pond ID #34 Address: Landings Dr / Eagles Pointe Trailer Park	1	EA	\$25.00	\$25.00	\$129.00	\$129.00	\$178.58	\$178.58	\$52.50	\$52.50	\$93.75	\$93.75	\$437.00	\$437.00	\$2,028.00	\$2,028.00
32	Pond ID #36 Address: Peavy Park / Johnson Rd	1	EA	\$105.00	\$105.00	\$226.00	\$226.00	\$321.44	\$321.44	\$196.00	\$196.00	\$93.75	\$93.75	\$1,099.00	\$1,099.00	\$2,500.00	\$2,500.00
33	Pond ID #37 Address: Houston Sports Complex, Rec. Dept. #1 (North)	1	EA	\$105.00	\$105.00	\$650.00	\$650.00	\$285.72	\$285.72	\$108.50	\$108.50	\$750.00	\$750.00	\$895.00	\$895.00	\$3,542.00	\$3,542.00
34	Pond ID #38 Address: Houston Sports Complex, Rec. Dept. #2 (South)	1	EA	\$65.00	\$65.00	\$428.00	\$428.00	\$214.29	\$214.29	\$280.00	\$280.00	\$750.00	\$750.00	\$1,230.00	\$1,230.00	\$3,178.00	\$3,178.00
35	Pond ID #40 Address: Ted Wright Park #1 (South)	1	EA	\$25.00	\$25.00	\$72.00	\$72.00	\$178.58	\$178.58	\$87.50	\$87.50	\$487.50	\$487.50	\$375.00	\$375.00	\$1,533.00	\$1,533.00
36	Pond ID #43 Address: Willis Creek Rd.	1	EA	\$230.00	\$230.00	\$537.00	\$537.00	\$285.72	\$285.72	\$560.00	\$560.00	\$750.00	\$750.00	\$1,435.00	\$1,435.00	\$4,915.00	\$4,915.00
37	Pond ID #44 Address: Ted Wright Park #2 (North)	1	EA	\$50.00	\$50.00	\$92.00	\$92.00	\$178.58	\$178.58	\$119.00	\$119.00	\$750.00	\$750.00	\$550.00	\$550.00	\$2,096.00	\$2,096.00
38	Pond ID #45 Address: Fire Training Center- Foy Evans Dr	1	EA	\$80.00	\$80.00	\$412.00	\$412.00	\$178.58	\$178.58	\$350.00	\$350.00	\$93.75	\$93.75	\$919.00	\$919.00	\$3,538.00	\$3,538.00
39	Pond ID #46 Address: Cohen Walker Dr	1	EA	\$280.00	\$280.00	\$1,021.00	\$1,021.00	\$714.30	\$714.30	\$95.00	\$95.00	\$486.50	\$486.50	\$2,768.00	\$2,768.00	\$3,479.00	\$3,479.00
40	Pond ID #47 Address: Fire Training Center- Foy Evans Dr	1	EA	\$25.00	\$25.00	\$181.00	\$181.00	\$107.15	\$107.15	\$35.00	\$35.00	\$375.00	\$375.00	\$732.00	\$732.00	\$1,437.00	\$1,437.00
41	Pond ID #48 Address: Lefford Way Cul-de-sac	1	EA	\$120.00	\$120.00	\$481.00	\$481.00	\$428.58	\$428.58	\$280.00	\$280.00	\$375.00	\$375.00	\$900.00	\$900.00	\$2,722.00	\$2,722.00
42	Pond ID #50 Address: Falls Dr Cul de sac	1	EA	\$75.00	\$75.00	\$584.00	\$584.00	\$357.15	\$357.15	\$385.00	\$385.00	\$375.00	\$375.00	\$1,390.00	\$1,390.00	\$2,533.00	\$2,533.00

**STATE OF GEORGIA  
CITY OF WARNER ROBINS**

**RESOLUTION**

BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor LaRhonda W. Patrick to execute the attached contract between Dixie Lawn & Landscaping, Inc (“Contractor”), and the City of Warner Robins, Georgia (“City”), whereby Dixie Lawn & Landscaping, Inc will provide Mowing and Landscape maintenance services for designated Stormwater Ponds described in the scope of work and prices identified in Bid No. 26-SW-4782.

This 15<sup>th</sup> day of June, 2026.

**CITY OF WARNER ROBINS, GEORGIA**

By: \_\_\_\_\_  
LaRhonda W. Patrick, Mayor

Attest:

\_\_\_\_\_  
Mandy Stella, City Clerk



## ANNUAL CONTRACT FOR SERVICES

**OWNER:** City of Warner Robins  
P.O. Box 8629  
Warner Robins, GA 31095

**CONTRACTOR:** Dixie Lawn & Landscaping, Inc.  
3810 Roddy Hwy  
Cochran, GA 31014

**BID NO./TITLE:** 26-SW-4782 Annual Contract for Landscape Maintenance of Stormwater Ponds

This Contract is made and entered into this **15<sup>th</sup>** day of **June 2026**, by and between **DIXIE LAWN & LANDSCAPING, INC.**, (hereinafter “Contractor”), and the **CITY OF WARNER ROBINS**, a Georgia municipal corporation in Houston and Peach Counties, (hereinafter “City”).

WHEREAS, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

1. Contract Documents: The following documents, including any addenda, attachments, and additions, collectively form the complete contract documents, all of which are incorporated herein by reference and shall do everything required by this contract:
  - a. Bid Form and Invitation to Bid;
  - b. General Instructions to Bidders, Terms and Conditions;
  - c. Exhibit A: Bid Price List;
  - d. Exhibit B: Scope of Work
2. Contract Term: The initial term of this Contract shall commence on the Effective Date of **July 1, 2026 and expire on June 30, 2027**. Upon expiration of the initial term, and on each anniversary of the Effective Date thereafter, this Contract shall automatically renew for up to four (4) successive one (1) year renewal terms, unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the current term. In no event shall the total duration of the Contract, including the initial term and all renewal terms, exceed five (5) years. All terms and conditions of this Contract shall remain in full force and effect during any renewal term unless amended in writing and signed by both parties.
3. Scope of Services: The Contractor is responsible for performing the scope of services set forth in the Bid Form (the “Work”), attached hereto as “Exhibit B” and generally described as follows:

Mowing and Landscape maintenance services for designated Stormwater Ponds within the City of Warner Robins, including labor, materials, equipment, and qualified personnel, routine and as-needed maintenance, and full compliance with applicable laws and regulations to ensure safe, clean, and well-maintained conditions.

4. Contract Price: The City shall pay Contractor in accordance with the rates set forth in the Contractor's proposal, attached hereto and incorporated herein as "Exhibit A", for Contractor's performance of Work, subject to authorized budget appropriations. Pricing shall remain firm for the full term of the contract; however, upon mutual written agreement of the parties, prices may increase by up to three percent (3%) on an annual basis upon the effective date of any renewal term. Notice of such increase must be provided to the City thirty (30) days in advance of the renewal term.
5. Payment Procedures
  - 5.1 The City will process payment requests monthly following inspection and approval of services rendered.
  - 5.2 Contractor must submit valid, itemized invoices after delivering goods or services. At a minimum, invoices must include: (i) invoice number; (ii) Contractor name and address; (iii) purchase order number; (iv) buyer name and address; (v) item description and line number; (vi) item quantity, unit price, and extended price; (vii) discount, if applicable; (viii) order date and shipping date; (ix) back order amount, if any, and shipping date.
  - 5.3 All invoices must be submitted via email to the following address, [swcompliance@wrga.gov](mailto:swcompliance@wrga.gov).
  - 5.4 The City will pay all undisputed amounts via check within thirty (30) days of receipt and approval of a properly prepared invoice.
  - 5.5 Contractor shall submit one (1) monthly invoice for services performed during the applicable monthly service window. In addition to the requirements set forth in Section 5.2, each invoice must include the following information for each pond serviced:
    - a. Time-stamped "before and after" photographs documenting each pond, all associated structures, and completed maintenance work.
    - b. Herbicide application details, including the product name, application date, and quantity used
    - c. The applicable Purchase Order Number, Pond ID Number, pond location, and a detailed description of work performed.
    - d. Identification of any deficiencies observed, together with recommended repairs or refurbishment.
    - e. Accurate calculation of charges for each pond serviced and the total amount due.
  - 5.6 All ponds must be serviced within the designated monthly service window as established by the City. No invoices will be accepted for work performed outside the applicable monthly service window.
  - 5.6 If the floor basin is too wet to allow mowing during a given month, Contractor shall invoice the applicable pond at seventy-five percent (75%) of the monthly rate. If conditions improve and the basin mowing is completed within the same monthly service window, Contractor may invoice the remaining twenty-five percent (25%) of the monthly rate upon completion of the required work.

## 6. Termination

- 6.1 The City, by written notice, may terminate this Contract, in whole or in part, when in the City's interest. If this Contract is terminated, the City shall be liable only for goods or services delivered or accepted. The City Notice of Termination may provide the Contractor thirty (30) days prior notice before it becomes effective. However, at the City's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.
- 6.2 In compliance with the requirements of O.C.G.A. § 36-60-13 governing the terms and conditions of multiyear contracts, this Contract shall be effective for a term commencing on the Effective Date and terminating at midnight one year later ("initial term"), without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13, this Contract shall be automatically renewed as specified herein (each one year term occurring after the initial term shall be referred to as a "renewal term") unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then current term.

7. Licenses, Registrations, Certifications and Permits: The Contractor shall be responsible for obtaining and maintaining in a valid status, all licenses, registrations, certifications, and permits necessary to perform the Work as required by law. Contractor shall provide copies of any such licenses, certifications, or permits to the City upon request.

## 8. Insurance

- 8.1 Contractor shall obtain and continuously maintain during the term of the Contract insurance meeting or exceeding the minimum coverage amounts as follows:  
Worker's Compensation at Statutory Requirement  
Commercial General Liability: \$1 Million/Occurrence, \$2 Million General Aggregate  
Commercial Auto Liability: \$1 Million Combined Single Limit  
Umbrella Liability: \$1 Million

- 8.2 Such insurance shall be endorsed to name the City of Warner Robins as an additional insured party.

9. Indemnification: The Contractor shall indemnify, defend and hold harmless the City of Warner Robins and, its departments, their officers, agents, and employees from any claims, demands, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature provided by the Contractor.

## 10. Subcontractors

- 10.1 No subcontractor, sub-subcontractor or consultant shall be retained by the Contractor to perform services under this Contract without the prior written consent of the City.
- 10.2 Administration of any approved subcontractor shall be the Contractor's responsibility and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City.

10.3 The Contractor shall ensure that all subcontractors engaged in the performance of this Contract possess and maintain all required licenses, certifications, permits, and approvals required by applicable federal, state, and local laws and authorizing the performance of such services for which they were retained.

11. Employment Authorization Program

11.1 In accordance with the Georgia Security and Immigration Compliance Act, as amended, any Contractor that enters into a contract for the physical performance of services shall register and participate in the federal work authorization program, E-Verify. All subcontractors and sub-subcontractors, as such terms are defined in O.C.G.A. § 13-10-90, shall also be required to comply with these E-Verify requirements.

11.2 The Contractor and their subcontractors and sub-subcontractors will be required to execute an affidavit verifying their compliance with O.C.G.A. § 13-10-91.

11.3 The Contractor shall comply with any and all applicable requirements and provisions set forth in O.C.G.A. § 13-10-91.

11.4 Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor contracts with a subcontractor in connection with this Contract, the Contractor shall secure from such subcontractor a notarized subcontractor affidavit, and maintain such record for inspection by the City.

12. Assignment: This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

13. Contract Modification: Any change to the Contract must be made by a written amendment, signed and dated by authorized representatives of both the City and the Contractor. The amendment must reference the original Contract, state the specific changes, and note any adjustments to price, schedule, or deliverables. No verbal agreements or informal communications shall constitute a valid amendment.

14. Compliance with Laws; Non-Discrimination: The Contractor, its sub-contractor(s), assignees and successors, in the performance of contracted work, shall comply with all applicable federal, state, and local laws, rules and regulations. Including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, gender, religion, age, or disability in connection with any bid submitted to the City of Warner Robins or the performance of any contract resulting therefrom.

IN WITNESS WHEREOF, the parties hereto have each caused this Contract to be executed.

**CITY OF WARNER ROBINS**

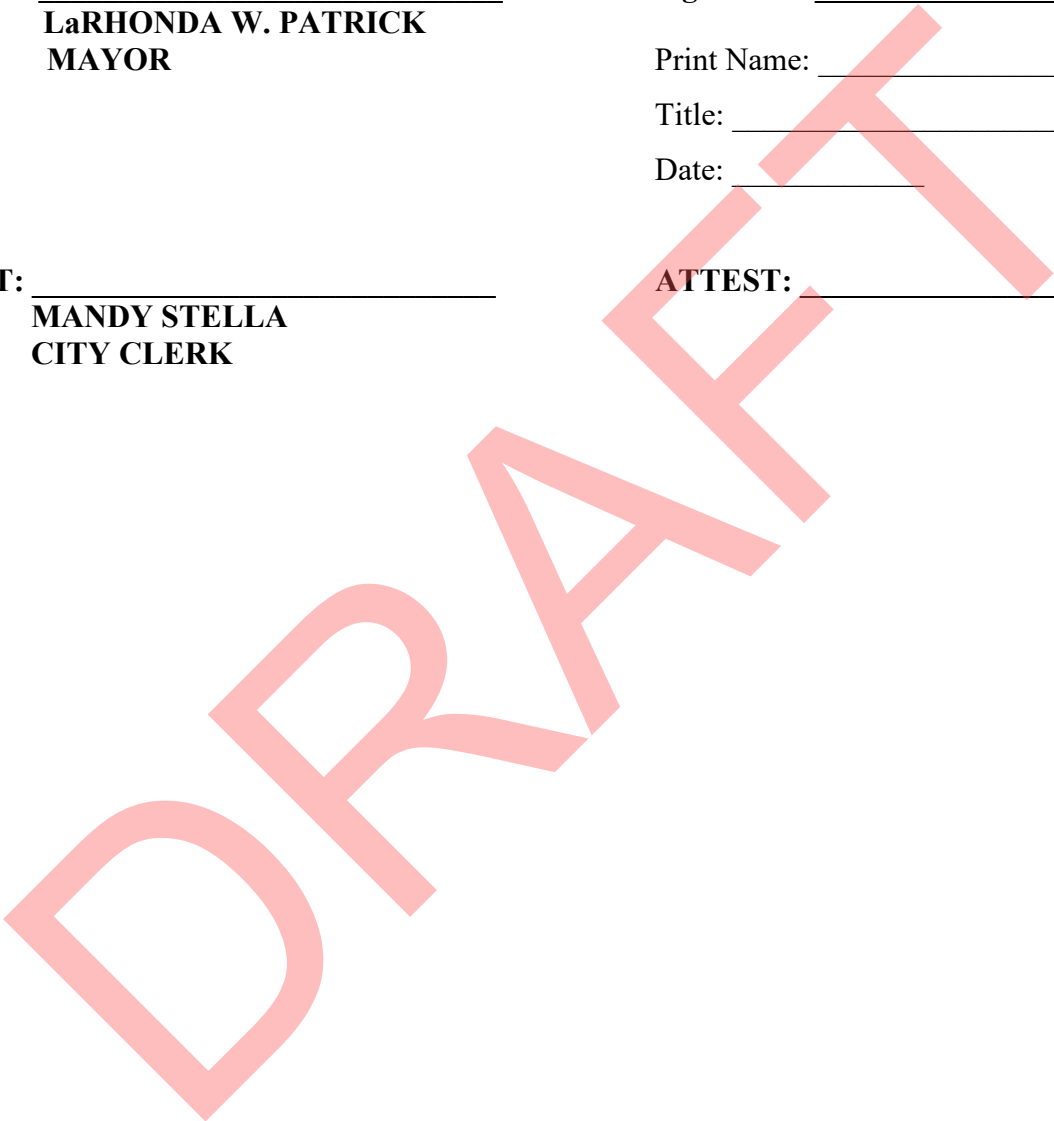
**DIXIE LAWN & LANDSCAPING , LLC.**

**Signature:** \_\_\_\_\_  
**LaRHONDA W. PATRICK**  
**MAYOR**

**Signature:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
**MANDY STELLA**  
**CITY CLERK**

**ATTEST:** \_\_\_\_\_



**Exhibit A**  
**Bid Price List**  
**Annual Contract for Landscape Maintenance of Stormwater Ponds**  
**Bid No.: 26-SW-4782**  
**Contractor: Dixie Lawn & Landscaping, LLC.**

Line #	Description	QTY	UOM	Unit
1	<b>Pond ID #1</b> Latitude/Longitude: 3234'3.51"N 8340'56.64"W Address: N. Charity Ln / Melvina Dr	1	EA	\$135.00
2	<b>Pond ID #2</b> Latitude/Longitude:3236'22.02"N 8341'3.34"W Address: Deerfield Cir / Leverette Rd.	1	EA	\$85.00
3	<b>Pond ID #3</b> Latitude/Longitude:3238'5.40"N 8339'26.01"W Address: Elberta Rd / Kennedy Ct	1	EA	\$55.00
4	<b>Pond ID #4</b> Latitude/Longitude:3238'5.56"N 8339'35.30"W Address: Elberta Rd / Talon Ct	1	EA	\$100.00
5	<b>Pond ID #5</b> Latitude/Longitude:3234'15.23"N 8342'8.16"W Address: Feagin Mill Rd. / Jerusalem Church Rd	1	EA	\$215.00
6	<b>Pond ID #6</b> Latitude/Longitude:3232'47.98"N 8338'41.31"W Address: Shannon Ridge Dr / Castle Pines Dr	1	EA	\$60.00
7	<b>Pond ID #7</b> Latitude/Longitude:3234'15.12"N 8335'29.39"W Address: Hwy 247 / Assembly Ln	1	EA	\$70.00
8	<b>Pond ID #8</b> Latitude/Longitude:3236'23.75"N 8341'22.47"W Address: Antler Trail	1	EA	\$150.00
9	<b>Pond ID #9</b> Latitude/Longitude:3236'17.72"N 8341'4.03"W Address: Faith Life Family Church / Leverette Rd	1	EA	\$25.00
10	<b>Pond ID #10</b> Latitude/Longitude:3233'25.08"N 8342'39.77"W Address: Avondale Cir	1	EA	\$75.00
11	<b>Pond ID #11</b> Latitude/Longitude:3234'11.35"N 8341'13.43"W Address: Friendship Baptist Church/ Feagin Mill Rd.	1	EA	\$255.00
12	<b>Pond ID #12</b> Latitude/Longitude:3238'49.08"N 8338'20.72"W Address: Northlake Dr / South of Markwood Dr	1	EA	\$105.00
13	<b>Pond ID #13</b> Latitude/Longitude:3236'24.16"N 8339'9.61"W Address: Linda Kay Ct / End of Cul de sac	1	EA	\$25.00

14	<b>Pond ID #14</b> Latitude/Longitude:3236'23.92"N 8335'46.05"W Address: S. Armed Forces Blvd / North of Memorial Park	1	EA	\$75.00
15	<b>Pond ID #15</b> Latitude/Longitude:3232'3.32"N 8336'32.96"W Address: N. Morgan Ranch Cir	1	EA	\$75.00
16	<b>Pond ID #16</b> Latitude/Longitude:3238'4.97"N 8339'16.04"W Address: Elberta Rd / Avalon Cir	1	EA	\$75.00
17	<b>Pond ID #17</b> Latitude/Longitude:3234'13.46"N 8341'30.46"W Address: Lake Joy Rd / Feagin Mill Rd	1	EA	\$55.00
18	<b>Pond ID #18</b> Latitude/Longitude:3234'14.07"N 8341'42.17"W Address: Running Creek Dr	1	EA	\$85.00
19	<b>Pond ID #19</b> Latitude/Longitude:3236'37.87"N 8341'46.80"W Address: Smithville Church Rd. / Georgetown	1	EA	\$60.00
20	<b>Pond ID #20</b> Latitude/Longitude:3236'40.28"N 8342'12.30"W Address: 701 Osigian Blvd Warner Robins Ga.	1	EA	\$70.00
21	<b>Pond ID #21</b> Latitude/Longitude: 3233'11.20"N 8338'16.57"W Address: Ryan Davis Ct.	1	EA	\$90.00
22	<b>Pond ID #22</b> Latitude/Longitude: 3237'50.92"N 8342'47.43"W Address: Arrie Dr / Covington Cove	1	EA	\$200.00
23	<b>Pond ID #23</b> Latitude/Longitude:3235'29.73"N 8337'31.63"W Address: Behind Kroger / Russell Pkwy	1	EA	\$50.00
24	<b>Pond ID #24</b> Latitude/Longitude: 3232'32.03"N 8336'53.43"W Address: Charlotte Dr	1	EA	\$230.00
25	<b>Pond ID #25</b> Latitude/Longitude:3234'26.88"N 8338'44.32"W Address: Feagin Mill Rd / Bowens Mill Dr	1	EA	\$110.00
26	<b>Pond ID #26</b> Latitude/Longitude:3234'6.69"N 8342'37.14"W Address: Feagin Mill Rd / Loudon Hill	1	EA	\$2,140.00
27	<b>Pond ID #27</b> Latitude/Longitude:3233'58.47"N 8342'35.99"W Address: Feagin Mill Rd / Post Oak Way	1	EA	\$2,230.00
28	<b>Pond ID #30</b> Latitude/Longitude:3232'52.10"N 8339'30.83"W Address: S. Houson Lake Rd / Cohen Walker Dr	1	EA	\$685.00
29	<b>Pond ID #31</b> Latitude/Longitude:3234'12.59"N 8343'10.84"W Address: HWY 41 Carlton Ridge North	1	EA	\$55.00

30	<b>Pond ID #32</b> Latitude/Longitude:3234'9.82"N 8343'10.82"W Address: HWY 41 Carlton Ridge South	1	EA	\$155.00
31	<b>Pond ID #34</b> Latitude/Longitude: 3236'12.19"N 8339'57.71"W Address: Landings Dr / Eagles Pointe Trailer Park	1	EA	\$25.00
32	<b>Pond ID #36</b> Latitude/Longitude: 3238'16.53"N 8338'51.45"W Address: Peavy Park / Johnson Rd	1	EA	\$105.00
33	<b>Pond ID #37</b> Latitude/Longitude: 3238'7.87"N 8338'25.44"W Address: Houston Sports Complex, Rec. Dept. #1 (North)	1	EA	\$105.00
34	<b>Pond ID #38</b> Latitude/Longitude: 3238'7.13"N 8338'23.31"W Address: Houston Sports Complex, Rec. Dept. #2 (South)	1	EA	\$65.00
35	<b>Pond ID #40</b> Latitude/Longitude: 3233'47.70"N 8337'28.73"W Address: Ted Wright Park #1 (South)	1	EA	\$25.00
36	<b>Pond ID #43</b> Latitude/Longitude:3234'42.75"N 8339'11.05"W Address: Willis Creek Rd.	1	EA	\$230.00
37	<b>Pond ID #44</b> Latitude/Longitude: 3233'48.82"N 8337'29.72"W Address: Ted Wright Park #2 (North)	1	EA	\$50.00
38	<b>Pond ID #45</b> Latitude/Longitude: 3235'2.36"N 8336'2.19"W Address: Fire Training Center- Foy Evans Dr	1	EA	\$80.00
39	<b>Pond ID #46</b> Latitude/Longitude: 3232'56.34"N 8339'49.80"W Address: Cohen Walker Dr	1	EA	\$280.00
40	<b>Pond ID #47</b> Latitude/Longitude: 3232'30.52"N 8337'25.33"W Address: Fire Training Center- Foy Evans Dr	1	EA	\$25.00
41	<b>Pond ID #48</b> Latitude/Longitude: 3232'46.68"N 8337'12.32"W Address: Ledford Way Cul-de-sac	1	EA	\$120.00
42	<b>Pond ID #50</b> Latitude/Longitude: 3232'46.04"N 8337'7.25"W Address: Falls Dr Cul de sac	1	EA	\$75.00
			<b>Monthly Price:</b>	<b>\$8,980.00</b>
			<b>Annual Price (9 Services):</b>	<b>\$80,820.00</b>

## Exhibit B

### Scope of Work

#### A. Service Requirements

Work shall include, but is not limited to, the following:

- Mowing all grass to a height of six inches (6"), including the floor basin of detention ponds.
- Trimming (weed eating) areas inaccessible to mowing equipment, including side slopes and areas around structures.
- Applying EPA-approved herbicide along fence lines (within six inches (6") of the fence bottom on both sides, where accessible).
- Removing undesirable vegetation, including small trees and shrubs.
- Removing all trash, debris, and vegetative matter from pond areas.
- Maintaining all pond structures, including but not limited to inlets, outlets, headwalls, and control structures, ensuring they remain clear of vegetation and debris.

#### B. Pond Type Requirements

Retention Ponds (ponds designed to continuously hold water) – The floor basin shall not be mowed.

Detention Ponds (ponds designed to release stormwater): If the floor basin is too wet to allow mowing during a given month, the Contractor shall invoice that pond at seventy-five percent (75%) of the monthly rate.

#### C. Inspection and Reporting

The Contractor shall monitor pond conditions during each service visit, identify any damaged, obstructed, or deteriorated components, and provide recommendations for repair or refurbishment as needed. Any deficiencies observed on the property shall be reported to the City's Stormwater Ponds representative.

#### D. Service Schedule

All ponds shall be serviced once (1) per month during the following months:

- March through September
- November
- January

This results in a total of nine (9) service visits per pond per year. The City reserves the right to modify the service schedule as necessary. Any changes shall be accompanied by appropriate adjustments in compensation.

E. Pond Maps

The link below to a Google map identifies all City-owned ponds. The ponds marked with purple labels are included in the contract.

<https://www.google.com/maps/d/edit?mid=1AeXmeJ5GPu3dUYSdY7Xw4OW1jBissQaP&usp=sharing>

DRAFT

# STAFF REPORT

DEPARTMENT: COMMUNITY & ECONOMIC DEVELOPMENT

SUBMITTED BY: KIM MAZO

MEETING DATE: JUNE 15, 2026

**AGENDA ITEM**

**Commercial Circle Demolition**

Demolition and Asbestos Abatement of structures owned by the City of Warner Robins located in downtown Commercial Circle.

**STAFF RECOMMENDATION**

Staff is requesting approval for RLC Farms, LLC to proceed with the asbestos abatement and demolition of the properties located 104, 106,162, & 164 N Davis Drive, as part of the Operation Reawaken project.

**BUDGET AND PROCUREMENT**

Budgeted Item: Yes

Included In Current Operating Budget: Yes

Fiscal Impact: N/A

Total Project Cost: \$ 87,370.00

Included In Current Capital Budget: N/A

Appropriations: PY 2025 CDBG

Account Title / Number	Dollar Amount
PY2025 CDBG Clearance & Demolition: 021.022.07324.52606.HUD.025 (Tyler Budget: 2207324.526606)	\$ 87, 370.00

External Funding Sources:

Account Title / Number	Dollar Amount

**ITEM DESCRIPTION**

The project involves the demolition and asbestos abatement of the structures located at 104, 106, 162, & 164 N Davis Drive, within downtown Commercial Circle. This is part of Operation Reawaken, a revitalization initiative aimed at redeveloping and improving the area. The demolition will safely remove the building, while the asbestos abatement process will ensure all hazardous materials are properly handled and removed, complying with environmental and safety regulations. The project is a key step in preparing the site for future development, contributing to the overall revitalization efforts in Commercial Circle.

RLC Farms, LLC, was the lowest bidder for this project and has submitted all required documents that were requested. The contract includes demolition and asbestos abatement services for properties

located at 104, 106,162, & 164 N Davis Drive, totaling approximately 19,340 square feet. The approval of this contract will allow RLC Farms, LLC to proceed with necessary environmental and demolition work in support of downtown revitalization efforts under Operation Reawaken.

**ALTERNATIVES**

1. Do not approve contract.
2. Proceed with a different contractor.

**ATTACHMENTS**

Bid Tabulation

Mayor and Council FY2025 CDBG Resolution

DRAFT

BID TABULATION

BID NO.: 26-CED-4775 ASBESTOS ABATEMENT & DEMOLITION AT N. DAVIS DRIVE

Line #	Description	QTY	UOM	RLC Farms LLC West Point, GA		TOA, LLC Norcross, GA		COMPLETE DEMOLITION SERVICES, LLC Carrollton, GA		Demolition Warrior, LLC Warner Robins, GA	
				Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit
1	164 N. Davis Drive	1	LS	\$12,400.00	Extended	\$12,400.00	\$32,000.00	\$36,000.00	Extended	\$41,048.93	\$41,048.93
2	162 N. Davis Drive	1	LS	\$13,700.00	Extended	\$13,700.00	\$25,000.00	\$35,000.00	Extended	\$49,246.74	\$49,246.74
3	106 N. Davis Drive	1	LS	\$37,070.00	Extended	\$37,070.00	\$25,000.00	\$50,000.00	Extended	\$65,110.76	\$65,110.76
4	104 N. Davis Drive	1	LS	\$24,200.00	Extended	\$24,200.00	\$25,000.00	\$27,250.00	Extended	\$25,274.03	\$25,274.03

(Continued)

Line #	Description	QTY	UOM	Southern Equipment, LLC Macon, GA		Wilpro Enterprises Inc. dba ServPro Villa Rica, GA		3B's LLC Byron, GA		Go Cleanco Macon, GA	
				Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit
1	164 N. Davis Drive	1	LS	\$51,950.00	Extended	\$51,950.00	\$0.00	\$68,424.60	Extended	\$97,330.00	\$97,330.00
2	162 N. Davis Drive	1	LS	\$54,950.00	Extended	\$54,950.00	\$102,700.00	\$68,113.40	Extended	\$104,070.00	\$104,070.00
3	106 N. Davis Drive	1	LS	\$116,950.00	Extended	\$116,950.00	\$115,700.00	\$158,598.58	Extended	\$129,710.00	\$129,710.00
4	104 N. Davis Drive	1	LS	\$39,450.00	Extended	\$39,450.00	\$76,700.00	\$58,112.23	Extended	\$84,310.00	\$84,310.00

**STATE OF GEORGIA  
CITY OF WARNER ROBINS**

**RESOLUTION**

BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor LaRhonda W. Patrick to execute the attached contract between RLC Farms, LLC (“Contractor”), and the City of Warner Robins, Georgia (“City”), whereby RLC Farms, LLC agrees to commence and complete the asbestos abatement and demolition services described in the scope of work and prices identified in Bid No. 26-CED-4775.

This 15<sup>th</sup> day of June, 2026.

**CITY OF WARNER ROBINS, GEORGIA**

By: \_\_\_\_\_  
LaRhonda W. Patrick, Mayor

Attest:

\_\_\_\_\_  
Mandy Stella, City Clerk



## CONTRACT FOR SERVICES

---

**OWNER:** City of Warner Robins  
P.O. Box 8629  
Warner Robins, GA 31095

**CONTRACTOR:** RLC Farms, LLC  
216 Marsh Rd.  
West Point, GA 31833

**BID NO./TITLE:** 26-CED-4775 Asbestos Abatement & Demolition at N. Davis Drive

This Contract is made and entered into this 15<sup>th</sup> day of **June 2026**, by and between **RLC FARMS, LLC**, (hereinafter “Contractor”), and the **CITY OF WARNER ROBINS**, a Georgia municipal corporation in Houston and Peach Counties, (hereinafter “City”).

WHEREAS, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

1. Contract Documents: The following documents, including any addenda, attachments, and additions, collectively form the complete contract documents, all of which are incorporated herein by reference and shall do everything required by this contract:
  - a. Invitation to Bid No. 26-CED-4775;
  - b. General Instructions to Bidders, Terms and Conditions;
  - c. Exhibit A: Special Conditions for Asbestos Abatement and/or Demolition
  - d. Exhibit B: Bid Price Form
2. Contract Term: The term of this Contract shall commence upon execution by both Parties and shall remain in effect until final completion and acceptance by the City. Final Completion shall occur when all services required under this Contract have been fully performed, inspected, and accepted by the City.
3. Scope of Services: The Contractor agrees to commence and complete the asbestos abatement and demolition services described as follows (the “Work”):

The Contractor shall furnish all labor, supervision, materials, equipment, transportation, permits, and certifications necessary to perform demolition and asbestos abatement services in accordance with applicable federal, state, and local laws, regulations, and the Special Conditions, contained herein as Exhibit A. Such work shall be performed at the following locations as directed by the City:

104 N. Davis Drive, Warner Robins, GA 31093  
106 N. Davis Drive, Warner Robins, GA 31093  
162 N. Davis Drive, Warner Robins, GA 31093  
164 N. Davis Drive, Warner Robins, GA 31093

4. Contract Price: The City shall pay the Contractor in accordance with the rates set forth in the Contractor's proposal, attached hereto and incorporated herein as "Exhibit B", for Contractor's performance of Work, subject to authorized budget appropriations.
5. Payment Procedures
  - 5.1 The City will process payment requests on a monthly basis following inspection and approval of services rendered.
  - 5.2 Contractor must submit valid, itemized invoices after delivering goods or services. At a minimum, invoices must include: (i) invoice number; (ii) Contractor name and address; (iii) purchase order number; (iv) buyer name and address; (v) item description and line number; (vi) item quantity, unit price, and extended price; (vii) discount, if applicable; (viii) order date and shipping date; (ix) back order amount, if any, and shipping date.
  - 5.3 All invoices must be submitted via email to the following address, [wrinvoices@wrga.gov](mailto:wrinvoices@wrga.gov).
  - 5.4 The City will pay all undisputed amounts via check within thirty (30) days of receipt and approval of a properly prepared invoice.
6. Termination: The City, by written notice, may terminate this Contract, in whole or in part, when in the City's interest. If this Contract is terminated, the City shall be liable only for goods or services delivered or accepted. The City Notice of Termination may provide the Contractor thirty (30) days prior notice before it becomes effective. However, at the City's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.
7. Licenses, Registrations, Certifications and Permits: The Contractor shall be responsible for obtaining and maintaining in a valid status, all licenses, registrations, certifications, and permits necessary to perform the Work as required by law. Contractor shall provide copies of any such licenses, certifications, or permits to the City upon request.
8. Insurance
  - 8.1 Contractor shall obtain and continuously maintain during the term of the Contract insurance meeting or exceeding the minimum coverage amounts as follows:  
Worker's Compensation at Statutory Requirement  
Commercial General Liability: \$1 Million/Occurrence, \$2 Million General Aggregate  
Commercial Auto Liability: \$1 Million Combined Single Limit  
Umbrella Liability: \$2 Million
  - 8.2 Such insurance shall be endorsed to name the City of Warner Robins as an additional insured party.
9. Indemnification: The Contractor shall indemnify, defend and hold harmless the City of Warner Robins and, its departments, their officers, agents, and employees from any claims, demands, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature provided by the Contractor.
10. Subcontractors

- 10.1 No subcontractor, sub-subcontractor or consultant shall be retained by the Contractor to perform services under this Contract without the prior written consent of the City.
- 10.2 Administration of any approved subcontractor shall be the Contractor's responsibility and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City.
- 10.3 The Contractor shall ensure that all subcontractors engaged in the performance of this Contract possess and maintain all required licenses, certifications, permits, and approvals required by applicable federal, state, and local laws and authorizing the performance of such services for which they were retained.

11. Employment Authorization Program

- 11.1 In accordance with the Georgia Security and Immigration Compliance Act, as amended, any Contractor that enters into a contract for the physical performance of services shall register and participate in the federal work authorization program, E-Verify. All subcontractors and sub-subcontractors, as such terms are defined in O.C.G.A. § 13-10-90, shall also be required to comply with these E-Verify requirements.
- 11.2 The Contractor and their subcontractors and sub-subcontractors will be required to execute an affidavit verifying their compliance with O.C.G.A. § 13-10-91.
- 11.3 The Contractor shall comply with any and all applicable requirements and provisions set forth in O.C.G.A. § 13-10-91.
- 11.4 Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor contracts with a subcontractor in connection with this Contract, the Contractor shall secure from such subcontractor a notarized subcontractor affidavit, and maintain such record for inspection by the City.

12. Assignment: This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

13. Contract Modification: Any change to the Contract must be made by a written amendment, signed and dated by authorized representatives of both the City and the Contractor. The amendment must reference the original Contract, state the specific changes, and note any adjustments to price, schedule, or deliverables. No verbal agreements or informal communications shall constitute a valid amendment.

14. Compliance with Laws; Non-Discrimination: The Contractor, its sub-contractor(s), assignees and successors, in the performance of contracted work, shall comply with all applicable federal, state, and local laws, rules and regulations. Including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, gender, religion, age, or disability in connection with any bid submitted to the City of Warner Robins or the performance of any contract resulting therefrom.

IN WITNESS WHEREOF, the parties hereto have each caused this Contract to be executed.

**CITY OF WARNER ROBINS**

**RLC FARMS, LLC**

**Signature:** \_\_\_\_\_  
**LaRHONDA W. PATRICK**  
**MAYOR**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
**MANDY STELLA**  
**CITY CLERK**

**ATTEST:** \_\_\_\_\_

**DRAFT**

## Exhibit A

### Special Conditions for Asbestos Abatement and/or Demolition

The following Special Conditions are incorporated into and made a part of the Contract for Asbestos Abatement and Demolition Services. These Special Conditions are intended to supplement and clarify the requirements of the Contract and shall be read in conjunction with all other terms, conditions, specifications, and requirements of the Contract. Compliance with these Special Conditions shall not relieve the Contractor of its obligation to comply with all other applicable provisions of the Contract Documents and all applicable federal, state, and local laws, regulations, ordinances, and codes.

In the event of a conflict between these Special Conditions and any general specifications or other Contract provisions, these Special Conditions shall govern to the extent of the conflict unless otherwise expressly stated.

#### 1. Contractor Qualifications and Licensing

The Contractor shall possess and maintain throughout the duration of the project all licenses, certifications, permits, and registrations required by federal, state, and local law to perform asbestos abatement, demolition, transportation, disposal, and all related services. The Contractor shall possess and provide to the City a current and valid Georgia Asbestos Abatement Contractor License and any other required credentials.

#### 2. Responsibility for Subcontractors

The Contractor shall be fully responsible for the acts, omissions, performance, and compliance of all subcontractors engaged in the performance of the work. All subcontractors performing asbestos abatement, demolition, transportation, disposal, or other regulated activities shall possess and maintain all licenses, certifications, permits, registrations, and insurance coverage required by applicable federal, state, and local laws and regulations. Upon request, the Contractor shall provide documentation demonstrating such compliance. Use of a subcontractor shall not relieve the Contractor of any obligation or responsibility under the Contract.

#### 3. Review of Asbestos Survey Reports

The Contractor acknowledges responsibility for reviewing all asbestos survey reports, inspection reports, environmental assessments, and other documents provided by the City and relating to the subject property or properties.

#### 4. Compliance with Laws and Regulations

The Contractor shall perform all work in accordance with all applicable federal, state, and local laws, regulations, ordinances, codes, permits, and regulatory requirements. Such compliance shall include, but not be limited to, requirements of the Georgia Environmental Protection Division (EPD), the United States Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), the Georgia Department of Labor, applicable transportation regulations, landfill requirements, and all other governmental authorities having jurisdiction over the work.

#### 5. Site Inspection and Certification

The Contractor certifies that it has visited and inspected the project site(s), examined all observable conditions affecting the work, and reviewed all available project information. The Contractor further certifies

that its Contract price includes consideration of all conditions that could reasonably be determined through a site inspection and review of the bid specifications and provided documents.

#### 6. Disposal of Materials and Debris

All materials, debris, asbestos-containing materials, and waste generated as a result of the work shall become the responsibility of the Contractor and shall be transported and disposed of in accordance with all applicable laws and regulations. Disposal shall occur only at facilities authorized and permitted to receive such materials.

#### 7. Site Restoration

Upon completion of demolition activities, the Contractor shall restore the site to its natural grade and condition. Unless otherwise specified, restoration shall include removal of all foundations, debris, and unsuitable materials, placement of suitable fill material as necessary, fine grading, and permanent stabilization of disturbed areas through seeding, mulching, strawing, or other approved methods. All work shall be completed to the satisfaction of the City.

#### 8. Regulatory Notifications and Project Schedule

The Contractor shall be responsible for preparing, filing, and obtaining all notifications, permits, approvals, registrations, and authorizations required by the Georgia Environmental Protection Division (EPD), the United States Environmental Protection Agency (EPA), and any other governmental agency having jurisdiction over the work. Such filings shall include, as applicable, demolition notifications, asbestos abatement notifications, completion notifications, and any related submissions required by law.

The Contractor shall comply with all applicable notification and waiting periods prior to commencing work. No asbestos abatement, demolition, or related activity shall commence until all required notifications have been filed, approvals obtained, and waiting periods satisfied.

The Contractor shall commence work within five (5) business days after all required regulatory waiting periods have expired and all required approvals have been obtained, unless otherwise authorized in writing by the City.

Unless otherwise authorized by the City, all work shall be substantially completed within thirty (30) calendar days of commencement.

Upon completion of the project, the Contractor shall provide the City with complete project documentation, including but not limited to copies of notifications, permits, waste shipment records, landfill disposal manifests, and air clearance reports (if applicable).

#### 9. Inspection and Acceptance of Work

All work shall not be considered complete until inspected and accepted by the City of Warner Robins or its designated representative. The Contractor shall provide the City with no less than twenty-four (24) hours' notice when the work, or applicable phase of the work, is complete and ready for inspection.

#### 10. Authorization to Proceed

The Contractor shall not commence performance of any work under this Contract until it has received written authorization from the City of Warner Robins.

**Exhibit B**

**Bid Price Form**

**Bid No.: 26-CED-4775**

**Asbestos Abatement and Demolition at N. Davis Drive**

**Contractor: RLC Farms, LLC**

Line #	Description	QTY	UOM	Extended
1	164 N. Davis Drive	1	LS	\$12,400.00
2	162 N. Davis Drive	1	LS	\$13,700.00
3	106 N. Davis Drive	1	LS	\$37,070.00
4	104 N. Davis Drive	1	LS	\$24,200.00
			Total	\$87,370.00

DRAFT

# STAFF REPORT

DEPARTMENT: FIRE DEPARTMENT  
 SUBMITTED BY: ALBERT WRIGHT  
 MEETING DATE: JUNE 15<sup>TH</sup> 2026

**AGENDA ITEM**

**Firefighter Equipment - SCBAs**  
 7 - Self-Contained Breathing Apparatus (SCBAs)

**STAFF RECOMMENDATION**

Approval of the purchase of seven (7) SCBAs from Fisher Scientific Company LLC, not to exceed the amount of \$49,409.50

**BUDGET AND PROCUREMENT**

Budgeted Item: Yes Included In Current Operating Budget:  
 Fiscal Impact: Yes Total Project Cost: \$49409.50  
 Included In Current Capital Budget: Yes Appropriations: No

Account Title / Number	Dollar Amount
Other Supplies / 1003520-531700	\$49,409.50

External Funding Sources:

Account Title / Number	Dollar Amount

**ITEM DESCRIPTION**

This is a continuation of the SCBA replacement program by purchasing 7 SCBAs. This program is essential to ensure the safety and operational readiness of our firefighting personnel. According to NFPA 1981, the National Fire Protection Association's standard for SCBA, regular replacement of these units is required to maintain compliance with safety regulations and ensure the protection of our responders. These SCBAs will ensure our life safety equipment continues to meet our department's NFPA standard. Parts for the current 2003 units are out of the warranty time period, and many parts are no longer supported. The proposed replacement units include a lifetime warranty, ensuring long-term reliability and reducing ongoing maintenance and repair costs. By investing in the replacement program, we not only comply with NFPA standards but also enhance the safety and effectiveness of our personnel, ultimately safeguarding lives and property. The new units will significantly reduce downtime and ensure that our equipment is always ready for use when needed. A formal bid process was conducted to secure the most qualified supplier for the requested items based on product availability and cost.

**ALTERNATIVES**

Reject and rebid the life safety equipment requested.

**ATTACHMENTS**

1. Fisher Scientific Company LLC Bid
2. Bid No: 26-F-4785 Tabulation

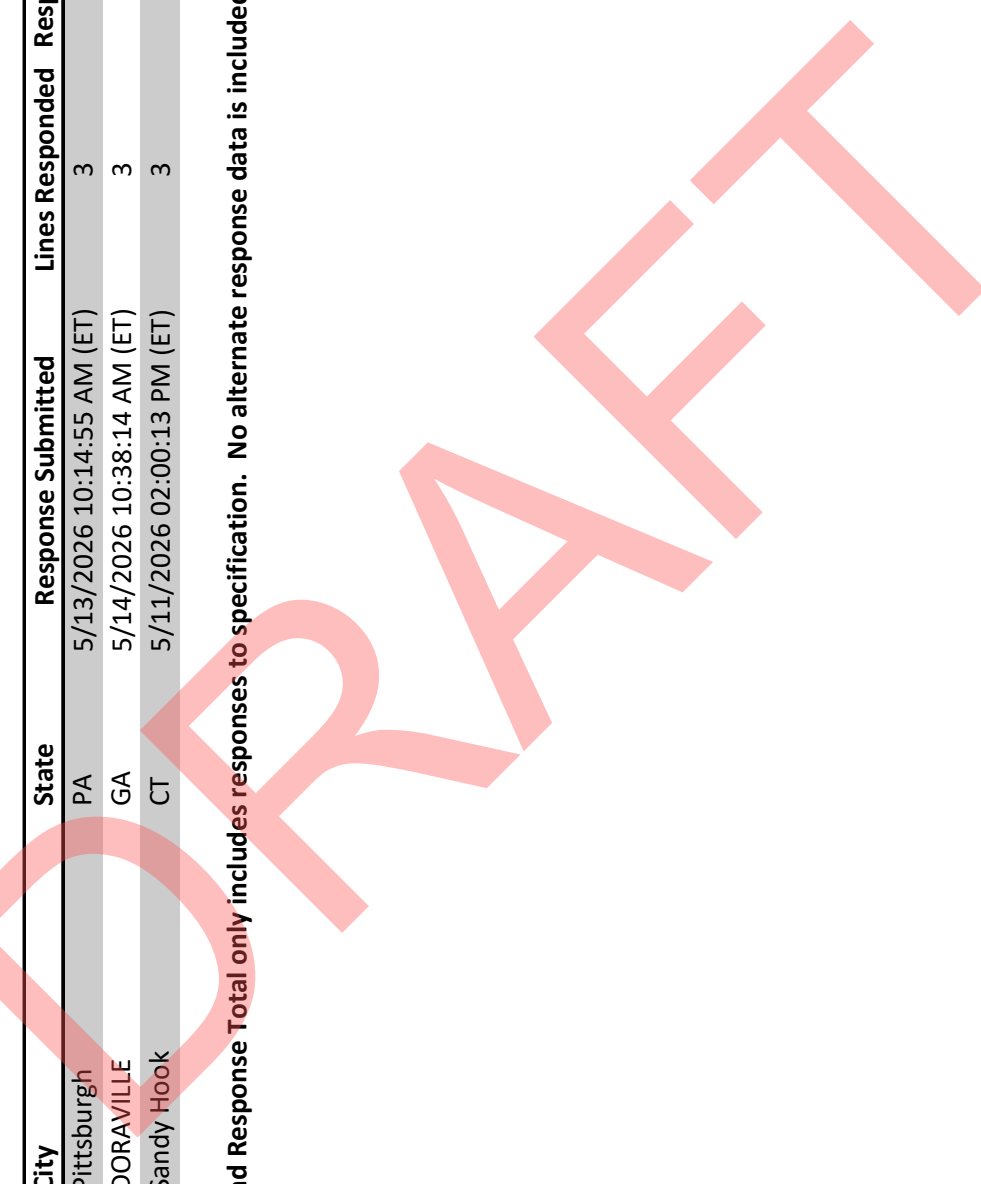
DRAFT

**Event Number** 26-F-4785  
**Event Title** Scott Air-Pak X3 Pro SCBA Systems  
**Event Description** The City of Warner Robins will receive sealed bids.  
**Event Type** IFB  
**Issue Date** 5/7/2026 04:07:47 PM (ET)  
**Close Date** 5/14/2026 02:00:00 PM (ET)

**Organization** City of Warner Robins Purchasing  
**Workgroup** Purchasing  
**Event Owner** Lauren Polk  
**Email** Purchasing\_Office@wrnga.gov  
**Phone** (478) 302-5364  
**Fax** (478) 929-6940

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Fisher Scientific Company, L.L.C. Pittsburgh		PA	5/13/2026 10:14:55 AM (ET)	3	\$53,045.10
AMERICAN SAFETY & FIRE HOU: DORAVILLE		GA	5/14/2026 10:38:14 AM (ET)	3	\$58,921.32
MES Service Company, LLC Sandy Hook		CT	5/11/2026 02:00:13 PM (ET)	3	\$59,907.06

**Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.**



**BID TABULATION**  
**BID NO.: 26-F-4785 SCOTT AIR-PAK X3 PRO SCBA SYSTEMS**

Line #	Description	QTY	UOM	Fisher Scientific Company, L.L.C.		AMERICAN SAFETY & FIRE HOUSE, LLC	
				Total Price	Extended	Total Price	Extended
				Pittsburgh, PA		Doraville, GA	
				<b>\$7,058.50</b>	\$42,351.00	\$7,594.04	\$45,564.24
1	Scott X3 Pro 4.5 with lifetime warranty (NFPA 2018 or newer) with long regulatory hose (non-QD) and CGA fitting (non-snap change)	6	Each	<b>\$352.41</b>	\$2,114.46	\$432.03	\$2,592.18
2	AV3000 HT (High Temp) 4-Strap Facepiece	6	Each	<b>\$1,429.94</b>	\$8,579.64	\$1,794.15	\$10,764.90
3	45 minute aluminum carbon wrapped SCBA cylinder with CGA and tri-lobe knob	6	Each				

DRAFT

<b>MES Service Company, LLC</b>	
<b>Sandy Hook, CT</b>	
<b>Total Price</b>	<b>\$59,907.06</b>
<b>Unit</b>	<b>Extended</b>
\$7,971.79	\$47,830.74
\$397.77	\$2,386.62
\$1,614.95	\$9,689.70

Line	Responding Supplier	Supplier Notes
------	---------------------	----------------

1	AMERICAN SAFETY & FIRE HOUSE, LLC	X3 Pro 2025 NFPA X5814021005304. First year flow testing is included in bid price.
---	-----------------------------------	--

DRAFT

**Line # Att # Attribute Name Attribute Note**

Line #	Att #	Attribute Name	Attribute Note
Header	1	Business License	To remain eligible for award I have read, unders I have read, unders I have read, unders
Header	2	General Instructions to Bi 1. Purchasing Policies & P	I have read, unders I have read, unders I have read, unders I have read, unders

DRAFT

Responding Supplier	Signature Full Name	Signature Email	Supplier Notes
Fisher Scientific Company, L.L.C. Donn Rodenroth	Donn.Rodenroth@thermofisher.com	Donn.Rodenroth@thermofisher.com	
AMERICAN SAFETY & FIRE HOU: Diane Allers	Diane Allers	diane@americansafetyandfire.com	
MES Service Company, LLC	Todd Gasparri	todd.gasparri@meslifesafety.com	Thank you for the opportunity to bid

DRAFT

# STAFF REPORT

DEPARTMENT: UTILITIES  
 SUBMITTED BY: MONTIE WALTERS  
 MEETING DATE: JUNE 15, 2026

## AGENDA ITEM

**Enter Title Of Item As It Should Appear On Meeting Agenda**

Purchase of Waterworks Supplies

## STAFF RECOMMENDATION

Staff recommends awarding Bid 26-1-4778 to Delta Municipal Supply Company, Inc. for the purchase of 1" HDPE Curbstops.

## BUDGET AND PROCUREMENT

Budgeted Item: Yes

Included In Current Operating Budget: Yes

Fiscal Impact: Yes

Total Project Cost: \$31,140.00

Included In Current Capital Budget: No

Appropriations: Yes

Account Title / Number	Dollar Amount
Bid No. 26-1-4778	\$31,140.00

## ITEM DESCRIPTION

1" HDPE CURBSTOPS FOR INVENTORY AT CENTRAL STORE

## ALTERNATIVES

The bid could be re-issued to encourage greater competition.

## ATTACHMENTS

- 26-1-4778 Bid Tabulation

**BID TABULATION**  
**BID NO.: 26-1-4778 1" CURBSTOPS**

Line #	Description	QTY	UOM	Delta Municipal Supply Company, Inc. Braselton, GA		MACON SUPPLY Macon, GA		Consolidated Pipe & Supply, Co. Inc. Byron, GA		FERGUSON US HOLDINGS, INC Norcross, GA		Fortiine Waterworks Macon, GA		GREAT AMERICAN, INC. Lithia Springs, GA	
				Total Price	Extended	Total Price	Extended	Total Price	Extended	Total Price	Extended	Total Price	Extended	Total Price	Extended
1	Curbstop, 1" HDPE Full Port (only). CTS Comp x FIP MC#761102W-T 1" *No-Lead* (only) Ball Valve #5139-119-4 (Mcd. only)	300	EA	\$103.80	\$31,140.00	\$126.72	\$38,016.00	\$131.53	\$39,459.00	\$134.22	\$40,266.00	\$136.15	\$40,845.00	\$187.32	\$56,196.00



# STAFF REPORT

DEPARTMENT: RECREATION, PARKS AND CULTURAL SERVICES

SUBMITTED BY: PRESTON POOSER

MEETING DATE: JUNE 15, 2026

## AGENDA ITEM

Approve Purchase of Youth Football and Cheerleading Uniforms

## STAFF RECOMMENDATION

Staff recommends the purchase of Football and Cheerleading Uniforms from Krown Sports (Krown USA Inc) in the amount of \$22,450

## BUDGET AND PROCUREMENT

Budgeted Item: Yes

Included In Current Operating Budget: Yes

Fiscal Impact: Yes

Total Project Cost: \$22,450

Included In Current Capital Budget: No

Appropriations: Yes

Account Title / Number	Dollar Amount
Athletic Equipment 100-6120-531100	\$22,450

External Funding Sources:

Account Title / Number	Dollar Amount
If any funding will be provided by outside partners or agencies, list them with the corresponding amounts	

## ITEM DESCRIPTION

This item is for the purchase of Football and Cheerleading uniforms. The lowest and most responsible Quote / Bid was from Krown Sports in the amount of \$22,450. The total price includes the purchase of:

-150 Football Pants with integrated pads	\$25 each	\$3,750
-400 Sublimated Football Jersey's	\$28 each	\$11,200
-250 Cheerleading Uniforms	\$25 each	\$6,250
-250 Cheerleading Briefs	\$5 each	\$1,250

## ALTERNATIVES

Not Proceed with the Purchase

**ATTACHMENTS**

1. Bid Tabulation Form

DRAFT

**BID TABULATION**  
**BID NO.: 26-R-4786 Youth Football & Cheerleading Uniforms**

Line #	Description	QTY	UOM	Varsity Spirit Fashion		Digital Dash Creative LLC		Hazeera Corporation		Jersey Sportswear LLC		KROWN SPORTS (KROWN USA, INC)		GameBreaker Inc		Bienall Promotions, LLC		
				Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price
1	FOOTBALL PANTS SUBLIMATED YOUTH AND ADULT CUSTOM SUBLIMATED WITH BUILT IN PADS - INTEGRATED FOOTBALL PANTS. SIZES RANGE FROM XXS - XXXXL	500	EA	\$19,600.00	No Bid	\$23,425.00	\$9,600.00	\$25,000.00	\$15,000.00	\$29,500.00	\$10,000.00	\$32,500.00	\$12,500.00	\$33,486.00	\$14,495.00	\$47,070.00	\$42.42	Extended
2	<del>FOOTBALL PANTS - NON-SUBLIMATED ALL-STAR FOOTBALL PANTS OR EQUIVALENT WITH BUILT-IN PADS - INTEGRATED, SIZES RANGE FROM XXS - XXXXL</del>	500	Each	No Bid	No Bid	\$9,100.00	\$9,100.00	\$12,500.00	\$25.00	\$10,000.00	\$10,000.00	\$9,000.00	\$9.00	\$14,995.00	\$14,995.00	\$17,290.00	\$34.58	Extended
3	FOOTBALL JERSEYS SUBLIMATED YOUTH AND ADULT CUSTOM SUBLIMATED FOOTBALL JERSEY	500	EA	No Bid	\$14.25	\$7,125.00	\$14.00	\$7,000.00	\$25.00	\$12,500.00	\$12,500.00	\$28.00	\$14,000.00	\$11,995.00	\$11,995.00	\$17,880.00	\$35.76	Extended
4	CHEERLEADING UNIFORMS SUBLIMATED YOUTH AND ADULT CUSTOM SUBLIMATED SHELL TOP AND SHIRT. 1 1/2" TO 2" LETTERS OR EQUIVALENT	200	Each	\$98.00	\$98.00	\$6,000.00	\$15.00	\$3,000.00	\$27.00	\$5,400.00	\$5,400.00	\$25.00	\$5,000.00	\$3,998.00	\$3,998.00	\$4,368.00	\$21.84	Extended
5	BOY CUT BRIEFS OR EQUIVALENT	200	Each	\$0.00	\$0.00	\$700.00	No Bid	No Bid	\$8.00	\$1,600.00	\$1,600.00	\$5.00	\$1,000.00	\$2,998.00	\$2,998.00	\$3,612.00	\$18.06	Extended

# STAFF REPORT

DEPARTMENT: RECREATION, PARKS AND CULTURAL SERVICES

SUBMITTED BY: PRESTON POOSER

MEETING DATE: JUNE 15, 2026

**AGENDA ITEM**

**Purchase of Golf Course and Grounds Maintenance Equipment from Jerry Pate Turf & Irrigation**

**STAFF RECOMMENDATION**

Staff recommends purchasing Golf Course and Grounds Maintenance Equipment from Jerry Pate Turf & Irrigation in the amount of \$223,454.09 . This purchase is via the Georgia State Contract #99999-001-SPD-0000177-0014 and the Sourcewell Contract 112624-TTC.

**BUDGET AND PROCUREMENT**

Budgeted Item: No  
 Fiscal Impact: Yes  
 Included In Current Capital Budget: No  
 Included In Current Operating Budget: No  
 Total Project Cost: \$223,454.09  
 Appropriations: Yes

Account Title / Number	Dollar Amount
SPLOST 2018 and 2014 54121 3236100 542100	\$223,454.09

External Funding Sources:

Account Title / Number	Dollar Amount
If any funding will be provided by outside partners or agencies, list them with the corresponding amounts	

**ITEM DESCRIPTION**

This agenda item is for the purchase of specialized turf (reel mowers) and maintenance equipment for the *International City Golf Course*. This will be the first purchase of reel mowers in over 10 years at the golf course. The current mowing equipment is well past its usable age, and we are at risk of not being able to maintain the course if one or more of our existing pieces of equipment fail. This purchase of Toro turf maintenance equipment will help us standardize the equipment utilized at the golf course.

This equipment is currently in stock and available now to purchase through the Georgia State Contract #99999-001-SPD-0000177-0014 and the Sourcewell Contract 112624-TTC.

Georgia State Contract #99999-001-SPD-0000177-0014

Toro Reelmaster 3100-D	Fairway Mower	\$54,803.82
Toro Greensmaster TriFlex 3300	Greens Mower	\$53,362.23
Toro Greensmaster TriFlex 3300	Extra Cutting Unit and Roller	\$12,603.08
Toro Groundmaster 3500--D	Multi-use Grounds Mower	\$51,509.17
Toro Sand Pro 5040	Bunker / Sand Rake	\$32,951.72

Sourcewell Contract 112624-TTC

Toro Workman MDX	Utility Unit w/ Attachments	\$18,224.07
------------------	-----------------------------	-------------

**ALTERNATIVES**

Reject request to purchase.

Approve one or more pieces of equipment to purchase individually.

**ATTACHMENTS**

1. Itemized Equipment and pricing included in the Package for Purchase

# Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation  
 5350 Tulane Drive  
 Atlanta, GA 30336  
 800-700-7001  
 850-484-8596 (fax)  
 www.jerrypate.com

DATE: May 29, 2026  
 EXPIRATION DATE: Valid 30 Days  
 CPQ # 2680035

Exclusively For: **Warner Robins Parks and Recreation**  
 Attn: Preston Pooser  
 72 Play Golf Dr.  
 Warner Robins, Ga 31088

**Proposed Order**  
**The SOURCEWELL Contract 112624-TTC**  
**Sourcewell Customer # 60666**

Account Executive: Colby Spivey  
 678-776-1460 cell  
[cspivey@jerrypate.com](mailto:cspivey@jerrypate.com)

[Ph#]  
 [Email]  
 [Customer Acct#]

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Extension
**Jerry Pate Turf & Irrigation, Inc. reserves the right to adjust pricing at time of delivery in the event of any tariffs, surcharges, or other fees are incurred. Any such potential tariffs or surcharges at time of shipment will be added to final invoice.** ***PLEASE INITIAL HERE***				
1	07235	Toro Workman MDX, Briggs & Stratton 480cc	\$ 16,702.92	\$ 16,702.92
1	07324	Canopy		
1	07326	Folding Windshield		
1	07389	Electric Lift Kit		
1	07278	Receiver Hitch		

*\*Prices are subject to change to reflect Sourcewell Contract discounts from MSRP in effect on the date of shipment.*

Subtotal	\$	16,702.92
Dealer Prep	\$	835.15
Destination Fee	\$	686.00
<b>Total Proposal</b>	<b>\$</b>	<b>18,224.07</b>

Jerry Pate Turf & Irrigation offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.  
 Ask your Account Executive for more information today!

1-800-700-7001 • 301 Schubert Drive, Pensacola, Florida, 32504 • [www.JerryPate.com](http://www.JerryPate.com)



# Jerry Pate Turf & Irrigation

Qty	Model #	Description	Unit Price	Extension
-----	---------	-------------	------------	-----------

**Prices Do Not Include Sales Tax or Applicable Documentation Fees**

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on cost and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

**Product Liability Disclaimer and Indemnification Clause**

**Product Liability Disclaimer**

To the fullest extent permitted by law, Jerry Pate Turf & Irrigation, Century Equipment, a Jerry Pate Company, and all its affiliates, expressly disclaims any and all liability for any damages, losses, or injuries arising out of or related to the use, misuse, or inability to use any product sold, distributed, or manufactured by Jerry Pate Turf & Irrigation, including but not limited to direct, indirect, incidental, special, consequential, or punitive damages. Except as expressly stated in writing, Jerry Pate Turf & Irrigation makes no warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

The purchaser, user, and/or vendor assumes all risks associated with the use of the product. In no event shall Jerry Pate Turf & Irrigation's total liability exceed the purchase price paid for the product. Nothing in this disclaimer shall be construed to waive any rights or remedies that cannot be waived under law, including those relating to personal injury or consumer protection.

**Indemnification Clause**

The purchaser and/or vendor agrees to indemnify, defend, and hold harmless Jerry Pate Turf & Irrigation, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or related to the purchaser or vendor's use, misuse, or resale of the product, violation of applicable laws, or breach of this agreement, except to the extent caused by the gross negligence or willful misconduct of Jerry Pate Turf & Irrigation.

**Dispute Venue Clause**

This Agreement shall be interpreted in accordance with the laws of the State of Florida. All claims, disputes and other matters in question arising out of or relating to this Agreement or the breach thereof, will be decided by proceedings instituted and litigated in a court of competent jurisdiction sitting in Escambia County, Florida.

To accept this proposal, please sign and return \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_  
 Print Name \_\_\_\_\_ Title \_\_\_\_\_

**Thank you, we appreciate your business!**



# Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation  
 5350 Tulane Drive  
 Atlanta, GA 30336  
 800-700-7001  
 850-484-8596 (fax)  
 www.jerrypate.com

DATE: May 29, 2026  
 EXPIRATION DATE: Valid 30 Days  
 CPQ # 2680035

Exclusively For: **Warner Robins Parks and Recreation**  
 Attn: Preston Pooser  
 72 Play Golf Dr.  
 Warner Robins, Ga 31088

**Proposed Order**  
**Pricing Reflects The Georgia State Contract Discount**  
**Contract # 99999-001-SPD-0000177-0014**

Account Executive: Colby Spivey  
 678-776-1460 cell  
[cspivey@jerrypate.com](mailto:cspivey@jerrypate.com)

[Ph#]  
 [Email]  
 [Customer Acct#]

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Extension
**Jerry Pate Turf & Irrigation, Inc. reserves the right to adjust pricing at time of delivery in the event of any tariffs, surcharges, or other fees are incurred. Any such potential tariffs or surcharges at time of shipment will be added to final invoice.**				
***PLEASE INITIAL HERE***				
1	30807	Toro Groundsmaster 3500-D, 24.8 hp Kubota	\$ 50,428.17	\$ 50,428.17
1	30358	Bimini Canvas Sunshade		
		<b>*Telematics Gateway Lite Device(TGL) Standard</b>		

Subtotal \$ 50,428.17  
 Dealer Prep \$ 395.00  
 Destination Fee \$ 686.00  
 Total Proposal \$ 51,509.17

Jerry Pate Turf & Irrigation offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.  
 Ask your Account Executive for more information today!

1-800-700-7001 • 301 Schubert Drive, Pensacola, Florida, 32504 • www.JerryPate.com



# Jerry Pate Turf & Irrigation

Qty	Model #	Description	Unit Price	Extension
-----	---------	-------------	------------	-----------

**Prices Do Not Include Sales Tax or Applicable Documentation Fees**

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on cost and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

**Product Liability Disclaimer and Indemnification Clause**

**Product Liability Disclaimer**

To the fullest extent permitted by law, Jerry Pate Turf & Irrigation, Century Equipment, a Jerry Pate Company, and all its affiliates, expressly disclaims any and all liability for any damages, losses, or injuries arising out of or related to the use, misuse, or inability to use any product sold, distributed, or manufactured by Jerry Pate Turf & Irrigation, including but not limited to direct, indirect, incidental, special, consequential, or punitive damages. Except as expressly stated in writing, Jerry Pate Turf & Irrigation makes no warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

The purchaser, user, and/or vendor assumes all risks associated with the use of the product. In no event shall Jerry Pate Turf & Irrigation's total liability exceed the purchase price paid for the product. Nothing in this disclaimer shall be construed to waive any rights or remedies that cannot be waived under law, including those relating to personal injury or consumer protection.

**Indemnification Clause**

The purchaser and/or vendor agrees to indemnify, defend, and hold harmless Jerry Pate Turf & Irrigation, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or related to the purchaser or vendor's use, misuse, or resale of the product, violation of applicable laws, or breach of this agreement, except to the extent caused by the gross negligence or willful misconduct of Jerry Pate Turf & Irrigation.

**Dispute Venue Clause**

This Agreement shall be interpreted in accordance with the laws of the State of Florida. All claims, disputes and other matters in question arising out of or relating to this Agreement or the breach thereof, will be decided by proceedings instituted and litigated in a court of competent jurisdiction sitting in Escambia County, Florida.

To accept this proposal, please sign and return \_\_\_\_\_

Signature	Date
_____	_____
Print Name	Title

**Thank you, we appreciate your business!**



# Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation  
 5350 Tulane Drive  
 Atlanta, GA 30336  
 800-700-7001  
 850-484-8596 (fax)  
 www.jerrypate.com

DATE: May 29, 2026  
 EXPIRATION DATE: Valid 30 Days  
 CPQ # 2680035

Exclusively For: **Warner Robins Parks and Recreation**  
 Attn: Preston Pooser  
 72 Play Golf Dr.  
 Warner Robins, Ga 31088

**Proposed Order**  
**Pricing Reflects The Georgia State Contract Discount**  
**Contract # 99999-001-SPD-0000177-0014**

Account Executive: Colby Spivey  
 678-776-1460 cell  
[cspivey@jerrypate.com](mailto:cspivey@jerrypate.com)

[Ph#]  
 [Email]  
 [Customer Acct#]

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Extension
**Jerry Pate Turf & Irrigation, Inc. reserves the right to adjust pricing at time of delivery in the event of any tariffs, surcharges, or other fees are incurred. Any such potential tariffs or surcharges at time of shipment will be added to final invoice.**				
***PLEASE INITIAL HERE***				
1	03171	Toro Reelmaster 3100-D Sidewinder, 21.5 hp Kubota	\$ 52,934.82	\$ 52,934.82
1	114-9368	27 Inch DPA Rear Roller Scraper Kit		
3	03244	RM 3100 End Weight Kit (3)		
1	30358	Bimini Canvas Sunshade		
3	03190	27 Inch 11-Blade Radial Reel (RR) EdgeSeries		
1	03172	27 Inch Lift Arm Kit		
1	119-0635	DPA Cutting Unit Tipper Kit		
<b>*Telematics Gateway Lite Device(TGL) Standard</b>				

Subtotal \$ 52,934.82  
 Dealer Prep \$ 1,183.00  
 Destination Fee \$ 686.00  
 Total Proposal \$ 54,803.82

Jerry Pate Turf & Irrigation offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.  
 Ask your Account Executive for more information today!

1-800-700-7001 • 301 Schubert Drive, Pensacola, Florida, 32504 • www.JerryPate.com





# Jerry Pate Turf & Irrigation

Qty	Model #	Description	Unit Price	Extension
-----	---------	-------------	------------	-----------

**Prices Do Not Include Sales Tax or Applicable Documentation Fees**

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on cost and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

**Product Liability Disclaimer and Indemnification Clause**

**Product Liability Disclaimer**

To the fullest extent permitted by law, Jerry Pate Turf & Irrigation, Century Equipment, a Jerry Pate Company, and all its affiliates, expressly disclaims any and all liability for any damages, losses, or injuries arising out of or related to the use, misuse, or inability to use any product sold, distributed, or manufactured by Jerry Pate Turf & Irrigation, including but not limited to direct, indirect, incidental, special, consequential, or punitive damages. Except as expressly stated in writing, Jerry Pate Turf & Irrigation makes no warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

The purchaser, user, and/or vendor assumes all risks associated with the use of the product. In no event shall Jerry Pate Turf & Irrigation's total liability exceed the purchase price paid for the product. Nothing in this disclaimer shall be construed to waive any rights or remedies that cannot be waived under law, including those relating to personal injury or consumer protection.

**Indemnification Clause**

The purchaser and/or vendor agrees to indemnify, defend, and hold harmless Jerry Pate Turf & Irrigation, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or related to the purchaser or vendor's use, misuse, or resale of the product, violation of applicable laws, or breach of this agreement, except to the extent caused by the gross negligence or willful misconduct of Jerry Pate Turf & Irrigation.

**Dispute Venue Clause**

This Agreement shall be interpreted in accordance with the laws of the State of Florida. All claims, disputes and other matters in question arising out of or relating to this Agreement or the breach thereof, will be decided by proceedings instituted and litigated in a court of competent jurisdiction sitting in Escambia County, Florida.

To accept this proposal, please sign and return \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_  
 Print Name \_\_\_\_\_ Title \_\_\_\_\_

**Thank you, we appreciate your business!**

1-800-700-7001 • 301 Schubert Drive, Pensacola, Florida, 32504 • [www.JerryPate.com](http://www.JerryPate.com)



# Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation  
 5350 Tulane Drive  
 Atlanta, GA 30336  
 800-700-7001  
 850-484-8596 (fax)  
 www.jerrypate.com

DATE: May 29, 2026  
 EXPIRATION DATE: Valid 30 Days  
 CPQ # 2680035

Exclusively For: **Warner Robins Parks and Recreation**  
 Attn: Preston Pooser  
 72 Play Golf Dr.  
 Warner Robins, Ga 31088

**Proposed Order**  
**Pricing Reflects The Georgia State Contract Discount**  
**Contract # 99999-001-SPD-0000177-0014**

Account Executive: Colby Spivey  
 678-776-1460 cell  
[cspivey@jerrypate.com](mailto:cspivey@jerrypate.com)

[Ph#]  
 [Email]  
 [Customer Acct#]

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Extension
**Jerry Pate Turf & Irrigation, Inc. reserves the right to adjust pricing at time of delivery in the event of any tariffs, surcharges, or other fees are incurred. Any such potential tariffs or surcharges at time of shipment will be added to final invoice.** ***PLEASE INITIAL HERE***				
1	04510	Toro Greensmaster TriFlex 3300, 23 hp Briggs	\$ 51,826.23	\$ 51,826.23
3	04653	11-Blade Cutting Unit		
3	04255	Narrow Wiehle Roller		
1	04555	Light Kit - LED		
*Telematics Gateway (TG) Device Standard				

Subtotal \$ 51,826.23  
 Dealer Prep \$ 850.00  
 Destination Fee \$ 686.00  
 Total Proposal \$ 53,362.23

Jerry Pate Turf & Irrigation offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.  
 Ask your Account Executive for more information today!

1-800-700-7001 • 301 Schubert Drive, Pensacola, Florida, 32504 • www.JerryPate.com



# Jerry Pate Turf & Irrigation

Qty	Model #	Description	Unit Price	Extension
-----	---------	-------------	------------	-----------

**Prices Do Not Include Sales Tax or Applicable Documentation Fees**

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on cost and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

**Product Liability Disclaimer and Indemnification Clause**

**Product Liability Disclaimer**

To the fullest extent permitted by law, Jerry Pate Turf & Irrigation, Century Equipment, a Jerry Pate Company, and all its affiliates, expressly disclaims any and all liability for any damages, losses, or injuries arising out of or related to the use, misuse, or inability to use any product sold, distributed, or manufactured by Jerry Pate Turf & Irrigation, including but not limited to direct, indirect, incidental, special, consequential, or punitive damages. Except as expressly stated in writing, Jerry Pate Turf & Irrigation makes no warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

The purchaser, user, and/or vendor assumes all risks associated with the use of the product. In no event shall Jerry Pate Turf & Irrigation's total liability exceed the purchase price paid for the product. Nothing in this disclaimer shall be construed to waive any rights or remedies that cannot be waived under law, including those relating to personal injury or consumer protection.

**Indemnification Clause**

The purchaser and/or vendor agrees to indemnify, defend, and hold harmless Jerry Pate Turf & Irrigation, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or related to the purchaser or vendor's use, misuse, or resale of the product, violation of applicable laws, or breach of this agreement, except to the extent caused by the gross negligence or willful misconduct of Jerry Pate Turf & Irrigation.

**Dispute Venue Clause**

This Agreement shall be interpreted in accordance with the laws of the State of Florida. All claims, disputes and other matters in question arising out of or relating to this Agreement or the breach thereof, will be decided by proceedings instituted and litigated in a court of competent jurisdiction sitting in Escambia County, Florida.

To accept this proposal, please sign and return \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_  
 Print Name \_\_\_\_\_ Title \_\_\_\_\_

**Thank you, we appreciate your business!**

1-800-700-7001 • 301 Schubert Drive, Pensacola, Florida, 32504 • [www.JerryPate.com](http://www.JerryPate.com)



# Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation  
 5350 Tulane Drive  
 Atlanta, GA 30336  
 800-700-7001  
 850-484-8596 (fax)  
 www.jerrypate.com

DATE: May 29, 2026  
 EXPIRATION DATE: Valid 30 Days  
 CPQ # 2680035

Exclusively For: **Warner Robins Parks and Recreation**  
 Attn: Preston Pooser  
 72 Play Golf Dr.  
 Warner Robins, Ga 31088

**Proposed Order**  
**Pricing Reflects The Georgia State Contract Discount**  
**Contract # 99999-001-SPD-0000177-0014**

Account Executive: Colby Spivey  
 678-776-1460 cell  
[cspivey@jerrypate.com](mailto:cspivey@jerrypate.com)

[Ph#]  
 [Email]  
 [Customer Acct#]

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Extension
**Jerry Pate Turf & Irrigation, Inc. reserves the right to adjust pricing at time of delivery in the event of any tariffs, surcharges, or other fees are incurred. Any such potential tariffs or surcharges at time of shipment will be added to final invoice.** ***PLEASE INITIAL HERE***				
1	04510_ACCY	Greensmaster TriFlex 3300 Hydraulic Accessories Only	\$11,557.08	\$ 11,557.08
3	04653	11-Blade Cutting Unit		
3	04255	Narrow Wiehle Roller		

Subtotal \$ 11,557.08  
 Dealer Prep \$ 360.00  
 Destination Fee \$ 686.00  
**Total Proposal \$ 12,603.08**

Jerry Pate Turf & Irrigation offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.  
 Ask your Account Executive for more information today!

1-800-700-7001 • 301 Schubert Drive, Pensacola, Florida, 32504 • www.JerryPate.com



# Jerry Pate Turf & Irrigation

Qty	Model #	Description	Unit Price	Extension
-----	---------	-------------	------------	-----------

**Prices Do Not Include Sales Tax or Applicable Documentation Fees**

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on cost and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

**Product Liability Disclaimer and Indemnification Clause**

**Product Liability Disclaimer**

To the fullest extent permitted by law, Jerry Pate Turf & Irrigation, Century Equipment, a Jerry Pate Company, and all its affiliates, expressly disclaims any and all liability for any damages, losses, or injuries arising out of or related to the use, misuse, or inability to use any product sold, distributed, or manufactured by Jerry Pate Turf & Irrigation, including but not limited to direct, indirect, incidental, special, consequential, or punitive damages. Except as expressly stated in writing, Jerry Pate Turf & Irrigation makes no warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

The purchaser, user, and/or vendor assumes all risks associated with the use of the product. In no event shall Jerry Pate Turf & Irrigation's total liability exceed the purchase price paid for the product. Nothing in this disclaimer shall be construed to waive any rights or remedies that cannot be waived under law, including those relating to personal injury or consumer protection.

**Indemnification Clause**

The purchaser and/or vendor agrees to indemnify, defend, and hold harmless Jerry Pate Turf & Irrigation, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or related to the purchaser or vendor's use, misuse, or resale of the product, violation of applicable laws, or breach of this agreement, except to the extent caused by the gross negligence or willful misconduct of Jerry Pate Turf & Irrigation.

**Dispute Venue Clause**

This Agreement shall be interpreted in accordance with the laws of the State of Florida. All claims, disputes and other matters in question arising out of or relating to this Agreement or the breach thereof, will be decided by proceedings instituted and litigated in a court of competent jurisdiction sitting in Escambia County, Florida.

To accept this proposal, please sign and return \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_  
 Print Name \_\_\_\_\_ Title \_\_\_\_\_

**Thank you, we appreciate your business!**

1-800-700-7001 • 301 Schubert Drive, Pensacola, Florida, 32504 • [www.JerryPate.com](http://www.JerryPate.com)



# Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation  
 5350 Tulane Drive  
 Atlanta, GA 30336  
 800-700-7001  
 850-484-8596 (fax)  
 www.jerrypate.com

DATE: May 29, 2026  
 EXPIRATION DATE: Valid 30 Days  
 CPQ # 2680035

Exclusively For: **Warner Robins Parks and Recreation**  
 Attn: Preston Pooser  
 72 Play Golf Dr.  
 Warner Robins, Ga 31088

**Proposed Order**  
**Pricing Reflects The Georgia State Contract Discount**  
**Contract # 99999-001-SPD-0000177-0014**

Account Executive: Colby Spivey  
 678-776-1460 cell  
[cspivey@jerrypate.com](mailto:cspivey@jerrypate.com)

[Ph#]  
 [Email]  
 [Customer Acct#]

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Extension
**Jerry Pate Turf & Irrigation, Inc. reserves the right to adjust pricing at time of delivery in the event of any tariffs, surcharges, or other fees are incurred. Any such potential tariffs or surcharges at time of shipment will be added to final invoice.**				
***PLEASE INITIAL HERE***				
1	08745	Toro Sand Pro 5040, 18 hp Briggs Vanguard	\$ 31,275.72	\$ 31,275.72
1	08714	Manual Blade (40 Inch)		
1	08751	QAS Tooth Rake		
1	08752	Spring Rake		
1	08740	LED Light Kit		
<b>*Telematics Gateway Lite Device(TGL) Standard</b>				

Subtotal \$ 31,275.72  
 Dealer Prep \$ 990.00  
 Destination Fee \$ 686.00  
 Total Proposal \$ 32,951.72

Jerry Pate Turf & Irrigation offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.  
 Ask your Account Executive for more information today!

1-800-700-7001 • 301 Schubert Drive, Pensacola, Florida, 32504 • www.JerryPate.com



# Jerry Pate Turf & Irrigation

Qty	Model #	Description	Unit Price	Extension
-----	---------	-------------	------------	-----------

**Prices Do Not Include Sales Tax or Applicable Documentation Fees**

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on cost and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

**Product Liability Disclaimer and Indemnification Clause**

**Product Liability Disclaimer**

To the fullest extent permitted by law, Jerry Pate Turf & Irrigation, Century Equipment, a Jerry Pate Company, and all its affiliates, expressly disclaims any and all liability for any damages, losses, or injuries arising out of or related to the use, misuse, or inability to use any product sold, distributed, or manufactured by Jerry Pate Turf & Irrigation, including but not limited to direct, indirect, incidental, special, consequential, or punitive damages. Except as expressly stated in writing, Jerry Pate Turf & Irrigation makes no warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

The purchaser, user, and/or vendor assumes all risks associated with the use of the product. In no event shall Jerry Pate Turf & Irrigation's total liability exceed the purchase price paid for the product. Nothing in this disclaimer shall be construed to waive any rights or remedies that cannot be waived under law, including those relating to personal injury or consumer protection.

**Indemnification Clause**

The purchaser and/or vendor agrees to indemnify, defend, and hold harmless Jerry Pate Turf & Irrigation, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or related to the purchaser or vendor's use, misuse, or resale of the product, violation of applicable laws, or breach of this agreement, except to the extent caused by the gross negligence or willful misconduct of Jerry Pate Turf & Irrigation.

**Dispute Venue Clause**

This Agreement shall be interpreted in accordance with the laws of the State of Florida. All claims, disputes and other matters in question arising out of or relating to this Agreement or the breach thereof, will be decided by proceedings instituted and litigated in a court of competent jurisdiction sitting in Escambia County, Florida.

To accept this proposal, please sign and return \_\_\_\_\_  
 \_\_\_\_\_  
 Signature Date  
 \_\_\_\_\_  
 Print Name Title

**Thank you, we appreciate your business!**

1-800-700-7001 • 301 Schubert Drive, Pensacola, Florida, 32504 • www.JerryPate.com





**ATTACHMENTS**

1. Quote from Insight for the requested equipment.

DRAFT



INSIGHT PUBLIC SECTOR, INC.  
 2701 E INSIGHT WAY  
 CHANDLER AZ 85286-1930  
 Tel: 800-467-4448

**Account name: 10547272**

CITY OF WARNER ROBINS  
 PO BOX 8629  
 WARNER ROBINS GA 31095

**SHIP-TO**

WARNER ROBINS POLICE DEPT  
 TODD ROUNTREE  
 100 WATSON BLVD  
 WARNER ROBINS GA 31093-3402

Quotation	
Quotation Number :	0229456043
Document Date :	15-MAY-2026
PO Number :	
PO Release :	
Sales Rep :	Ryan Robbins
Email :	RYAN.ROBBINS@INSIGHT.COM
Phone :	+14803333400
Sales Rep 2 :	Jessa Herrero
Email :	JESSA.HERRERO@INSIGHT.COM
Phone :	

**We deliver according to the following terms:**

Payment Terms : Net 30 days  
 Ship Via : Insight Assigned Carrier/Ground  
 Terms of Delivery : FOB DESTINATION  
 Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
<u>IPS-ICV4-ACC</u>	i-PRO - accessory kit for dashboard camera OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1464.99 Discount: 26.550%	6	1,076.03	6,456.18
<u>WV-VC35</u>	i-Pro WV-VC35 - vehicle camera OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1281.99 Discount: 20.927%	6	1,013.71	6,082.26
<u>WV-VCF41P</u>	i-PRO WV-VCF41P 4K Sensor Panoramic Front Camera OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1806.99 Discount: 20.946%	6	1,428.49	8,570.94
<u>CG-X</u>	CHARGE GUARD-SELECT; SELF-CONTAINED UNIT PROVIDES CIRCUIT PROTECTION FOR A POWER SYSTEM OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 100.99 Discount: 28.221%	6	72.49	434.94

Product Subtotal	21,544.32
TAX	0.00
<b>Total</b>	<b>21,544.32</b>

# PURCHASE REQUEST

Requested by Lt. T Rountree Supervisor Approval \_\_\_\_\_ Date 05-18-26

Item/Catalog#	Item Name and Description	Qty	Unit <small>(Box, Each, Dozen, etc.)</small>	Price <small>(per unit)</small>	Total <small>(Qty. x Price)</small>	Vendor Name/Address/Phone
IPS-ICV4-ACC	I-Pro Accessory Kit	6	Per	1076.03	6456.18	Insight
WV-VC35	I-Pro Vehicle Camera	6	Per	1013.71	6082.26	Insight
WV-VCF41P	I-Pro 4K Sensor Panoramic Front	6	Per	1428.49	8570.94	Insight
CG-X	ChargeGuard	6	Per	72.49	434.94	Insight
Total					\$ 21,544.32	

Comments / Justification: To equip new marked vehicles with In-Car Video abilities.

Chief Wayne Fisher. \_\_\_\_\_ Date 5-19-2026

# STAFF REPORT

DEPARTMENT: HUMAN RESOURCES  
 SUBMITTED BY: KEN FENNEL & MELANIE BYER  
 MEETING DATE: JUNE 15, 2026

**AGENDA ITEM**

**Employee Promotions**

*Two employees are recommended for promotion by their respective department directors.*

**STAFF RECOMMENDATION**

Approve employee promotions submitted by department directors.

**BUDGET AND PROCUREMENT**

Budgeted Item: Yes/No

Included In Current Operating Budget: Yes/No

Fiscal Impact: Yes/No

Total Project Cost: \$736.64

Included In Current Capital Budget: N/A

Appropriations: N/A

Account Title / Number	Dollar Amount
Sydney Tam – 10-006-03220	\$3.3803 hourly increase
Sarah Rodriguez – 10-001-01512	\$5.8277 hourly increase

External Funding Sources:

Account Title / Number	Dollar Amount
If any funding will be provided by outside partners or agencies, list them with the corresponding amounts	N/A

**ITEM DESCRIPTION**

Vacancies are generated when employees retire, resign, or are separated in other ways. Department Directors request that the vacant position be advertised externally or internally only. This process requires posting the job, receiving applications from outside persons, job interest forms from current employees, interviews, and other steps. After completion of the process, if a current employee is

selected to fill the position rather than an outside applicant and the new job is a higher pay grade than the employee's current pay grade, then it is considered a promotion. The department director then requests a resolution for promotion be presented to the Mayor and Council for the employee to be promoted. This typically involves the employee's salary being increased to the minimum rate of the higher class, or a 10% pay increase whichever is higher. Human Resources reviews the submitted hiring process paperwork to ensure the approved steps were followed and submits a resolution for approval of the requested promotion made by the department director.

#### **ALTERNATIVES**

Disapprove the requested promotion and operate below staff. This impacts task efficiency.

#### **ATTACHMENTS**

1. Promotion Resolution

DRAFT

CITY OF WARNER ROBINS  
STATE OF GEORGIA

RESOLUTION

WHEREAS, the following employees are recommended for promotion by their respective Department Directors,

WHEREAS, the Mayor and City Council deem such recommendations beneficial,

NOW, THEREFORE, BE IT RESOLVED that these promotions be approved as follows:

-1-

Sydney Tam, promoted from Police Officer, Job Class #633, Grade 602, Police Department to Detective, Job Class #630, Grade 603, Police Department, to be effective June 22, 2026.

-2-

Sarah Rodriguez, promoted from Accounts Payable Technician, Job Class #105, Grade 12, Finance Department to Staff Accountant, Job Class #117, Grade 18, Finance Department, to be effective June 22, 2026.

This \_\_\_\_\_ day of \_\_\_\_\_, 2026

By: \_\_\_\_\_  
LaRhonda W. Patrick, Mayor

ATTEST:

\_\_\_\_\_  
Mandy Stella, City Clerk

# STAFF REPORT

DEPARTMENT: COMMUNITY AND ECONOMIC DEVELOPMENT

SUBMITTED BY: KATE HOGAN

MEETING DATE: JUNE 15, 2026

## AGENDA ITEM

### **Appointment of Amy Brand and Rikki Waite to Engage Warner Robins**

*Amy Brand and Rikki Waite appointed to serve 4 years on Engage Warner Robins, Development Authority.*

## STAFF RECOMMENDATION

It is the recommendation of staff to appoint Amy Brand and Rikki Waite to the Engage Warner Robins Board. Amy is the CFO for KIHOMAC located in the Robins International Industrial Park. She has firsthand economic development experience as one of our industries in Warner Robins. Rikki is the owner of My Grandma's Empanadas and DDA Member from January 17, 2023 until [REDACTED]

## BUDGET AND PROCUREMENT

N/a

## ITEM DESCRIPTION

This appointment is for Amy Brand and Rikki Waite to serve 4 years (until June 15, 2030) on Engage Warner Robins. These are both vacancies on the board.

## ALTERNATIVES

Do not appoint Amy Brand and/or Rikki Waite to Engage Warner Robins.

## ATTACHMENTS

1. Resolution
2. Rikki's Resignation from the Downtown Development Authority

**CITY OF WARNER ROBINS  
STATE OF GEORGIA**

**RESOLUTION**

BE IT RESOLVED that the Mayor and Council of the City of Warner Robins, acting pursuant to O.C.G.A. § 36-62-4, appoint the following individuals to the Board of Directors of Engage Warner Robins for the City of Warner Robins:

<b>Name</b>	<b>Effective Date of Appointment</b>	<b>Term to Expire</b>
Amy Brand	June 15, 2026	June 14, 2030
Rikki Waite	June 15, 2026	June 14, 2030

This 15<sup>th</sup> day of June, 2026.

**CITY OF WARNER ROBINS, GEORGIA**

By: \_\_\_\_\_  
LaRhonda W. Patrick, Mayor

Attest:

\_\_\_\_\_  
Mandy Stella, City Clerk

# STAFF REPORT

DEPARTMENT: COMMUNITY & ECONOMIC DEVELOPMENT

SUBMITTED BY: KATE HOGAN

MEETING DATE: JUNE 15, 2026

## AGENDA ITEM

### Consideration Of Loan Forgiveness

*Consideration of a request to forgive the repayment of a Deferred Payment Loan valued at \$5,000 for property located at 212 Sunstede Road.*

## STAFF RECOMMENDATION

Approve as presented a resolution authorizing the Department of Community and Economic Development to reconcile and forgive an outstanding balance due for a Deferred Payment Loan valued at \$5,000.00 issued under the Rehabilitation Mortgage Program for certain property located at 212 Sunstede Road and authorize the Mayor to execute all necessary documents.

## BUDGET AND PROCUREMENT

Budgeted Item: No

Included In Current Operating Budget: No

Fiscal Impact: Yes

Total Project Cost: \$5,000.00

Included In Current Capital Budget: No

Appropriations: No

## ITEM DESCRIPTION

The City has received from the owner of certain real property located at 212 Sunstede Road a hardship request for the forgiveness of a Deferred Payment Load valued at \$5,000.00. The loan was issued by the City in April 2002 as part of the now closed Home Rehabilitation Mortgage Program (HRMP) that was funded using Community Development Block Grant (CDBG) funds.

The HRMP was originally established by the City to help low to moderate-income homeowners in completing necessary repairs to their homes that they would otherwise not be able to afford. The program was closed to new applications in 2015.

With respect to the 212 Sunstede Road property, HRMP assistance was structured as a combination of a direct loan and a secondary deferred payment loan. The direct loan was paid in full by the property owner in April 2025. The deferred payment loan of \$5,000.00 served as gap financing for the rehabilitation project with payment due upon transfer of ownership of the property.

Unfortunately, the subject property has, again, deteriorated and is currently in the condemnation process due to severe conditions related to health and sanitation. The property owner has, however,

found a buyer willing to purchase the property for an amount equal to the \$5,000.00 outstanding loan balance. Given the condition of the property and pending condemnation, this is the only realistic path forward as the buyer intends to demolish the existing residential structure.

There are a number of factors that constitute a hardship situation involving the property owner, and these have been documented in her letter of request that is attached hereto.

Given the underlying purpose of the Home Rehabilitation Loan Program and the current property owner's low-income status and other hardships, forgiving the \$5,000.00 balance due of the deferred payment loan and allowing the current property owner to retain the proceeds of the property sale for use in meeting her housing and other life needs is in keeping with the spirit of the program.

As such, Staff recommends that the Mayor and City Council adopt the resolution authorizing the loan's forgiveness.

#### **ALTERNATIVES**

Should the Mayor and City Council not support the recommended action, the \$5,000.00 principal on the loan would be due to the City upon the sale of the property.

#### **ATTACHMENTS**

1. Letter of Request
2. Resolution

[REDACTED]  
Warner Robins, GA 31088  
April 23, 2026

City of Warner Robins

Subject: Hardship Letter – Request for Forgiveness of Security Deed

To Whom It May Concern,

My name is [REDACTED] and I currently reside at [REDACTED] in Warner Robins, Georgia. I am writing to explain my current financial hardship and to respectfully request forgiveness of the \$5,000 security deed associated with my property.

I recently experienced a significant personal loss when I lost my home located at 212 Sunstede, which I had just finished paying off. This has forced me to start over completely and has placed a severe financial strain on my household.

In addition, I suffered a severe stroke that has affected both my speech and mobility. This condition has made it difficult for me to fully manage my personal and financial affairs, and it has contributed to ongoing depression. At the time I entered into the agreement regarding the security deed, I was not in the best physical or mental condition to fully understand or manage the responsibilities involved.

I am also the sole provider and caregiver for my daughter and myself, both of us whom are disabled and rely on a fixed monthly income. I do not have family support, and I am doing my best to care for my household under very difficult circumstances.

Due to these combined hardships—my medical condition, loss of my home, and caregiving responsibilities—I am not financially able to satisfy the \$5,000 obligation. I respectfully request that the City of Warner Robins consider forgiving this amount based on my situation.

I am doing everything within my ability to stabilize my life and maintain a safe home for my family. Any consideration you can provide would make a meaningful difference in my ability to move forward.

Thank you for your time, understanding, and consideration.

Sincerely,  
[REDACTED]  
[REDACTED]

**STATE OF GEORGIA  
CITY OF WARNER ROBINS**

**RESOLUTION**

**WHEREAS**, the City of Warner Robins through the Community and Economic Development Department issued mortgage loans to low to moderate-income residents from 1979 to 2015; and

**WHEREAS**, while the Community and Economic Development Department no longer issues mortgage loans, the Department is still tasked with the management of the existing mortgage loans; and

**WHEREAS**, the current owner of property located at 212 Sunstede Road has paid in full all principal and interest for the primary loan issued by the City for the subject property but has an outstanding balance due of \$5,000.00 on a secondary, deferred payment loan issued by the City for that property; and

**WHEREAS**, certain hardships related to the property and the current property owner have been detailed and made a matter of record and which hardships make the forgiveness of the outstanding balance due to be in the best interest of the community;

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council for the City of Warner Robins hereby authorize the Community and Economic Development Department to reconcile the deferred payment loan for 212 Sunstede to reflect a value of zero and to write off the outstanding balance thereby closing the account; and further authorize Mayor LaRhonda W. Patrick to execute any and all necessary documents.

This 15th day of June, 2026.

**CITY OF WARNER ROBINS, GEORGIA**

By: \_\_\_\_\_  
LaRhonda W. Patrick, Mayor

Attest:

\_\_\_\_\_  
Mandy Stella, City Clerk

# STAFF REPORT

DEPARTMENT: CITY ADMINISTRATOR

SUBMITTED BY: JAMES DRINKARD

MEETING DATE: JUNE 15, 2026

## AGENDA ITEM

### Consideration Of Intergovernmental Agreement: Peach County TSPLOST

*Consideration of an intergovernmental agreement between Peach County and the cities of Byron, Fort Valley, Perry, and Warner Robins to establish ballot language for a November referendum for the renewal of the Peach County Special District Mass Transportation Sales and Use Tax (TSPLOST); establishing terms for the distribution of proceeds; and for other purposes.*

## STAFF RECOMMENDATION

Approve as presented the intergovernmental agreement (IGA) between Peach County and the cities of Byron, Fort Valley, Perry, and Warner Robins for the use and distribution of proceeds from the 2026 Special District Mass Transportation Sales and Use Tax; and for other purposes; and authorize the Mayor to execute all necessary documents.

## BUDGET AND PROCUREMENT

Budgeted Item: NA

Included In Current Operating Budget: No

Fiscal Impact: NA

Total Project Cost: NA

Included In Current Capital Budget: NA

Appropriations: NA

Under the terms of the agreement, the City of Warner Robins would receive 1.82% of the proceeds from the Peach County TSPLOST.

## ITEM DESCRIPTION

Peach County has advised the Cities of Byron, Fort Valley, Perry, and Warner Robins of its desire and intention to place on the November 2026 General Election Ballot the question of the renewal of the Peach County TSPLOST. If approved by voters, this referendum would result in the renewal of a one (1) percent sales tax for a period of six (6) years terminating on March 31, 2033.

A requirement for placing the item on the ballot is for the County and Cities to first enter into an Intergovernmental Agreement (IGA) that sets forth, among other things, the formula for the distribution and use of the proceeds resulting from the tax. The agreement establishes each government's responsibilities, ensures compliance with Georgia law, and defines the allocation of tax proceeds, with Warner Robins receiving 1.82% of the funds.

The method of calculating each jurisdiction's portion of the TSPLOST proceeds is based upon the pro rata share of road miles within each jurisdiction. As the subject TSPLOST applies only to areas within Peach County, only the roadways within Warner Robins that are also within the geographic boundaries of Peach County may be counted towards the formula.

#### **ALTERNATIVES**

An alternative to not approving the Intergovernmental Agreement (IGA) would be to take no action or delay approval, which would effectively mean that the City would not formally participate in the TSPLOST referendum or the coordinated planning with Peach County and the other municipalities.

#### **ATTACHMENTS**

1. Resolution
2. Intergovernmental Agreement

DRAFT

**STATE OF GEORGIA  
CITY OF WARNER ROBINS**

**RESOLUTION**

BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor LaRhonda W. Patrick to execute the attached Intergovernmental Agreement with the Peach County Board of Commissioners (County), the City of Byron (Byron), the City of Fort Valley (Fort Valley), the City of Perry (Perry), and the City of Warner Robins (Warner Robins) to set forth an agreement on mutual promises and understandings for the TSPLOST Referendum to be held on November 03, 2026.

This 15<sup>th</sup> day of June, 2026.

**CITY OF WARNER ROBINS, GEORGIA**

By: \_\_\_\_\_  
LaRhonda W. Patick, Mayor

Attest:

\_\_\_\_\_  
Mandy Stella, City Clerk

---

**INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2026 SPECIAL DISTRICT MASS TRANSPORTATION SALES AND USE TAX**

---

**THIS INTERGOVERNMENTAL AGREEMENT** (this “**Agreement**”) is made and entered this the \_\_\_ day of \_\_\_\_\_, 2026, by and between PEACH COUNTY (the “**County**”), a political subdivision of the State of Georgia, and the CITY OF FORT VALLEY, THE CITY OF BYRON, THE CITY OF WARNER ROBINS, AND THE CITY OF PERRY (together, the “**Municipalities**”), each qualified municipalities and political subdivisions of the State of Georgia.

**WITNESSETH:**

WHEREAS, Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended titled "Special District Mass Transportation Sales and Use Tax" (the "TSPLOST Act") authorizes the imposition of a 1 percent Sales and Use Tax (the "Sales and Use Tax") for purposes, of financing capital outlay projects as specified in O.C.G.A. Section 48-8-260(4)(A)(B)(C) and (D); and

WHEREAS, in accordance with the requirements of O.C.G.A. Section 48-8-262(a)(2), the County and Municipalities met on June 3, 2025 to discuss the rate of tax and possible projects for inclusion in a TSPLOST referendum to be held; and

WHEREAS, the County and Municipalities wish to use the proceeds of the proposed Sales and Use Tax for the purposes described above.

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, and in accordance with O.C.G.A. Section 48-8-262(b)(1), the County and the Municipalities consent and agree as follows:

**SECTION 1. REPRESENTATIONS AND MUTUAL COVENANTS**

- (A) The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:
  - (i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;

- (ii) The governing authority of the County is duly authorized to execute, deliver, and perform this Agreement; and
  - (iii) This Agreement is a valid, binding, and enforceable obligation of the County; and
  - (iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 3rd day of November, 2026, for the purpose of submitting to the voters of the County for their approval, the question of whether or not a TSPLOST, imposing a one percent sales tax shall be imposed on all sales and uses within the special district of Peach County for a period of six (6) years, commencing on April 1, 2027.
- (B) Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:
- (i) Each Municipality is a municipal corporation duly created and organized under the laws of the State of Georgia; and
  - (ii) The governing authority of each Municipality is duly authorized to execute, deliver, and perform this Agreement; and
  - (iii) This Agreement is a valid, binding, and enforceable obligation of each Municipality; and
  - (iv) Each Municipality is located entirely or partially within the geographic boundaries of the special tax district created in the County; and
- (C) It is the intention of the County and Municipalities to comply in all respects with O.C.G.A. § 48-8-260 *et.seq.*, the TSPLOST Act, and all provisions of this Intergovernmental Agreement shall be so construed.

## **SECTION 2. CONDITIONS PRECEDENT**

- (A) The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the approval of the proposed imposition for the TSPLOST by a majority of the voters in the County voting in the election for that purpose.
- (B) This Agreement is further conditioned upon the collecting of the TSPLOST revenues by the state revenue commissioner and transferring same to the County.

**SECTION 3. EFFECTIVE DATE, TERM, AND RATE OF THE TAX**

- (A) The TSPLOST shall be subject to approval in an election to be held on November 3, 2026.
- (B) Subject to voter approval, the TSPLOST shall continue for a period of six (6) years with collection beginning on April 1, 2027.
- (C) The TSPLOST shall be a one percent (1%) sales tax imposed on all sales and uses within the special district of Peach County

**SECTION 4. EFFECTIVE DATE AND TERM OF THIS AGREEMENT**

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- (A) The official declaration of the failure of the election described in this Agreement;
- (B) The parties understand that by entering into this Agreement, and pursuant to O.C.G.A. 48-8-264(b)(3), that the tax imposed shall cease and expire on the six (6) year term ending on March 31, 2033.

**SECTION 5. TSPLOST REFERENDUM BALLOT LANGUAGE**

The referendum ballot submitted to the voters of the County for the approval of the TSPLOST shall have the following language:

Shall a special 1 percent sales and use tax be imposed in the special district consisting of Peach County for a period of time not to exceed 6 years and for the raising of an estimated amount of \$35,016,840 for transportation purposes?"

( ) YES \_\_\_\_\_

( ) NO \_\_\_\_\_

If debt is to be issued pursuant to a bond, the referendum ballot shall have the following language:

If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Peach County in the principal amount of \$18,200,000 for the above purpose.

( ) YES \_\_\_\_\_

( ) NO \_\_\_\_\_

**SECTION 6. COUNTY TSPLOST FUND; SEPARATE ACCOUNTS; NO COMMINGLING; MUTUAL COVENANTS**

- (A) Special District Mass Transportation Sales and Use Tax proceeds received by the County and the Municipalities shall be kept in a separate account from other funds of such County or Municipalities, shall not in any way be commingled with other funds of such County or Municipalities, and shall be used exclusively for the specified purposes.
- (B) The parties hereto agree that they will maintain specific records for the Special District Mass Transportation Sales and Use Tax Proceeds each receives to verify that all such proceeds so received are expended for the purposes set forth in Appendix A attached hereto.
- (C) The parties hereto agree that to the extent lawfully permitted, if debt proceeds allocated to a particular project are not needed to complete such project, either the Municipalities or the County may reallocate such debt proceeds to any projects of the Municipalities or the County which are set forth in Appendix A attached hereto.
- (D) Transportation purposes and projects shall be fully or partially funded in accordance with the schedule found in Appendix A, but the order and priority within which the parties shall undertake and complete their respective purposes and projects shall be solely determined by the respective parties as to their projects.

**SECTION 7. PROCEDURE FOR DISBURSEMENT OF TSPLOST PROCEEDS AND BOND MATTERS**

- (A) All funds received by the parties from the Georgia Department of Revenue from the imposition of the Special District Mass Transportation Sales and Use Tax shall be apportioned by the County and Municipalities according to the formula provided herein. The parties hereto understand and agree that the figures set forth herein are binding and not subject to change or modification except upon written agreement by all parties.
- (B) The County Projects and the Municipalities Projects to be funded with the proceeds from the Special District Mass Transportation Sales and Use Tax are specified in Appendix A attached hereto (the "County Projects" and the "Municipalities Projects" and collectively "the Projects").

- (C) The parties hereto understand and agree that the Projects may be financed with net proceeds of Municipalities and County debt. In that case, proceeds of the Special District Mass Transportation Sales and Use Tax will be used to pay debt service due on the Municipalities and County Debt prior to being used to pay the costs of the Projects not financed with net debt proceeds.

Bond Issuance breakdown:

Peach County -	\$11,800,000
City of Fort Valley -	\$ 3,200,000
City of Byron -	\$ 3,200,000

- (D) The costs of the Projects listed in Appendix A are estimated amounts and the Municipalities and the County may adjust the allocation of its Special District Mass Transportation Sales and Use Tax Proceeds to their different Projects as needed.
- (E) The parties also understand that the distribution amounts in Appendix A attached herein are based on the assumption that the Special District Mass Transportation Sales and Use Tax raises the estimated amount of thirty-five million, sixteen thousand, eight hundred and forty dollars (\$35,016,840).
- (F) Upon receipt by the County of TSPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the TSPLOST Fund. The monies in the TSPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the County capital projects listed in Appendix A.
- (G) The County, following the deposit of the TSPLOST proceeds in the TSPLOST Fund, shall within 10 business days disburse the TSPLOST proceeds due to each Municipality pursuant to the percentage allocations specified in Section 8 of this Agreement. The proceeds shall be deposited in the separate funds established by each Municipality.
- (H) Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor Municipality. If such an Act is passed, the defunct Municipality's share shall be paid to the successor Municipality for the duration of the tax.

## SECTION 8. DISTRIBUTION OF PROCEEDS

- (A) The proceeds from the TSPLOST shall be allocated and distributed when received from the Department of Revenue, as follows:
- (a) The County shall receive 62.54% of the proceeds from the TSPLOST.
  - (b) The City of Fort Valley shall receive 16.64% of the proceeds from the TSPLOST.
  - (c) The City of Byron shall receive 17.80% of the proceeds from the TSPLOST.
  - (d) The City of Warner Robins shall receive 1.82% of the proceeds from the TSPLOST.
  - (e) The City of Perry shall receive 1.20% of the proceeds from the TSPLOST.
- (B) Any change to the distribution of proceeds must be agreed to in writing by all parties to this Agreement.

## SECTION 9. PROJECT MONITORING, RECORD-KEEPING, AND REPORTING

All parties to this Agreement shall promptly move forward with the acquisition, construction, equipping, and priority installation of the Projects efficiently and economically and at a reasonable cost in conformity with all applicable laws, ordinances, rules, and regulations of any governmental authority having jurisdiction in the premises. The governing authority of the County and governing authority of the Municipalities shall comply with the requirements of O.C.G.A. Section 48-8-269.5(a)(2) which requires that certain information be included in the annual audit of such County or the Municipalities and O.C.G.A. Section 48-8-269.6 which requires the publication of annual reports concerning expenditures for the Projects.

## SECTION 10. NOTICES

All notices, consents, waivers, directions, requests, or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

**Board of Commissioners of Peach County**

**213 Persons Street  
Fort Valley, Georgia 31030**

**Attention: County Administrator**

**Mayor of the City of Byron**

**401 Main Street  
Byron, Georgia 31008  
Attention: City Manager**

**Mayor of the City of Fort Valley**

**204 West Church Street  
Fort Valley, Georgia 31030  
Attention: City Manager**

**Mayor of the City of Perry**

**1211 Washington Street  
Perry, Georgia 31069  
Attention: City Manager**

**Mayor of the City of Warner Robins**

**700 Watson Blvd.  
Warner Robins, Georgia 31093  
Attention: City Manager**

#### **SECTION 11. ENTIRE AGREEMENT**

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the TSPLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said TSPLOST.

#### **SECTION 12. AMENDMENTS**

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

#### **SECTION 13. GOVERNING LAW**

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

**SECTION 14. SEVERABILITY**

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

**SECTION 15. COMPLIANCE WITH LAW**

The County and the Municipalities shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations.

**SECTION 16. NO CONSENT TO BREACH**

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

**SECTION 17. COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 18. MEDIATION**

The County and Municipalities agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

**IN WITNESS WHEREOF**, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed, and delivered for final execution by the County on the date indicated herein.

[signatures on the following page]

**COUNTY OF PEACH, GEORGIA**

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk

**CITY OF FORT VALLEY, GEORGIA**

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk

**CITY OF BYRON, GEORGIA**

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk

**CITY OF WARNER ROBINS, GEORGIA**

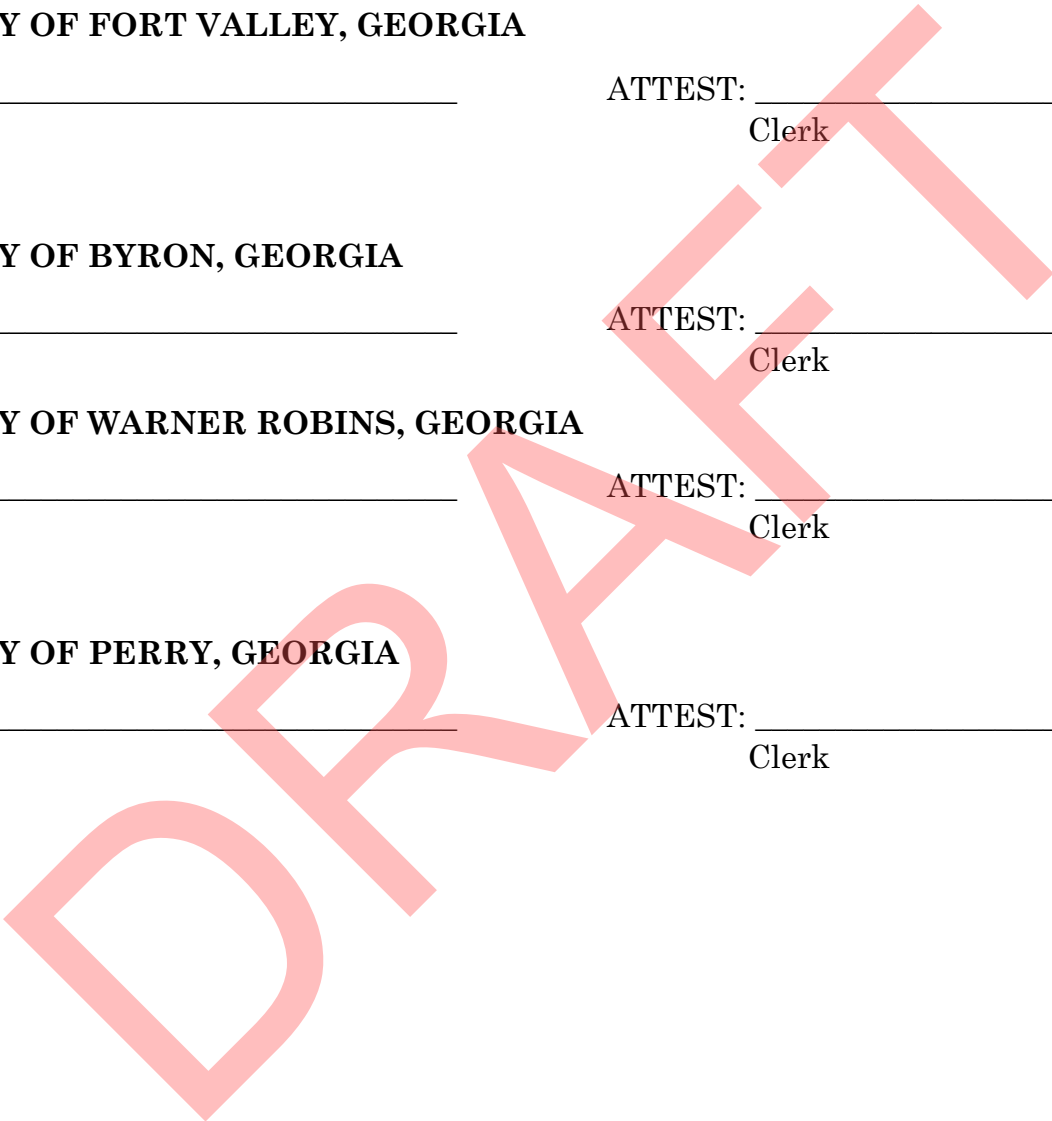
By: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk

**CITY OF PERRY, GEORGIA**

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk



# STAFF REPORT

DEPARTMENT: CITY CLERK’S OFFICE  
 SUBMITTED BY: MANDY STELLA  
 MEETING DATE: JUNE 15, 2026

**AGENDA ITEM**

**Work Source Middle Georgia Fiscal Agent Agreement**  
 Consideration of authorizing approval for the City of Warner Robins to enter into agreement to be the Fiscal Agent for WorkSource Middle GA for Fy27.

**STAFF RECOMMENDATION**

Staff recommends approval of the resolution authorizing the Mayor to execute the FY 2027 Fiscal Agent Agreement. Approval will allow the City of Warner Robins to serve as Fiscal Agent for Workforce Development Area 11 and facilitate the administration of Workforce Innovation and Opportunity Act (WIOA) funding and programs for the region.

**BUDGET AND PROCUREMENT**

Budgeted Item: No	Included In Current Operating Budget: No
Fiscal Impact: No	Total Project Cost: N/A
Included In Current Capital Budget: No	Appropriations: No

**ITEM DESCRIPTION**

The proposed agreement designates the City of Warner Robins as the Fiscal Agent and Grant Recipient for Middle Georgia Workforce Development Area 11 for Fiscal Year 2027. As Fiscal Agent, the City will receive and process Workforce Innovation and Opportunity Act (WIOA) funds, provide financial oversight and monitoring, and coordinate with the Middle Georgia Consortium, Inc. to ensure continued delivery of workforce development programs and services throughout the region.

**ALTERNATIVES**

Not approve agreement to be FY27 Fiscal Agent

**ATTACHMENTS**

1. Resolution
2. Agreement

**STATE OF GEORGIA  
CITY OF WARNER ROBINS**

**RESOLUTION**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT SERVICES AND FINANCIAL AGREEMENT WITH THE EXECUTIVE COMMITTEE OF CHIEF ELECTED EXECUTIVE OFFICIALS FOR MIDDLE GEORGIA WORKFORCE DEVELOPMENT AREA 11, THE WORKFORCE DEVELOPMENT BOARD OF MIDDLE GEORGIA WORKFORCE DEVELOPMENT AREA 11, AND THE MIDDLE GEORGIA CONSORTIUM, INC.; TO AUTHORIZE THE CITY OF WARNER ROBINS TO SERVE AS FISCAL AGENT AND GRANT RECIPIENT FOR WORKFORCE INNOVATION AND OPPORTUNITY ACT FUNDS; AND FOR OTHER PURPOSES.**

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 (WIOA) authorizes workforce development programs and funding for local workforce development areas; and

WHEREAS, the Executive Committee of Chief Elected Executive Officials for Middle Georgia Workforce Development Area 11 has designated the City of Warner Robins, Georgia, to serve as Fiscal Agent and Grant Recipient for Workforce Innovation and Opportunity Act funds for Workforce Development Area 11; and

WHEREAS, the City of Warner Robins desires to enter into a Contract Services and Financial Agreement with the Executive Committee of Chief Elected Executive Officials for Middle Georgia Workforce Development Area 11, the Workforce Development Board of Middle Georgia Workforce Development Area 11, and the Middle Georgia Consortium, Inc., for the period beginning July 1, 2026 and ending June 30, 2027; and

WHEREAS, the Mayor and Council find that execution of said agreement serves a valid public purpose and is in the best interests of the City of Warner Robins and the citizens of Middle Georgia Workforce Development Area 11.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Warner Robins, Georgia, that:

1. The Mayor is hereby authorized to execute the Contract Services and Financial Agreement and any associated certifications, amendments, and related documents necessary for the City of Warner Robins to serve as Fiscal Agent and Grant Recipient for Workforce Innovation and Opportunity Act funds for Workforce Development Area 11.
2. The appropriate officers, employees, and agents of the City are authorized and directed to take such actions as may be necessary to carry out the intent of this Resolution and administer the agreement.
3. This Resolution shall become effective immediately upon its adoption.

This 15<sup>th</sup> day of June, 2026.

**CITY OF WARNER ROBINS, GEORGIA**

By: \_\_\_\_\_  
LaRhonda W. Patrick, Mayor

Attest:

\_\_\_\_\_  
Mandy Stella, City Clerk

CONTRACT SERVICE AND FINANCIAL AGREEMENT

Between

CITY OF WARNER ROBINS, GEORGIA

And

THE EXECUTIVE COMMITTEE OF CHIEF ELECTED EXECUTIVE OFFICIALS

FOR

MIDDLE GEORGIA WORKFORCE DEVELOPMENT AREA 11

And

THE WORKFORCE DEVELOPMENT BOARD OF AND FOR MIDDLE GEORGIA  
WORKFORCE DEVELOPMENT AREA 11

And

THE MIDDLE GEORGIA CONSORTIUM, INC., A NON-PROFIT CORPORATION WHOSE MEMBERS  
ARE THE 11 COUNTIES WITHIN MIDDLE GEORGIA WORKFORCE DEVELOPMENT AREA 11

This AGREEMENT made and entered into in the State of Georgia, between City of Warner Robins, Georgia, the Executive Committee of Chief Local Elected Executive Officials for Middle Georgia Workforce Development Area 11, the Workforce Development Board of and for Middle Georgia Workforce Development Area 11, and the Middle Georgia Consortium, Inc., a non-profit corporation of the State of Georgia.

WITNESSETH:

Whereas, under the terms of the Workforce Innovation and Opportunity Act of 2014 ("Act"), certain counties and incorporated cities in Middle Georgia requested designation as a Local Workforce Development Area, and were designated as Middle Georgia Workforce Development Area 11 ("Area 11") by the State of Georgia; and,

Whereas, under the terms of the Act, the Chief Elected Executive Official of each of the units of local government' entered into a Formal Agreement, establishing an Executive Committee of local officials and their designees to function as the Chief Elected Executive Official for all purposes under the Act; and,

Whereas the Middle Georgia Consortium, Inc., (MGCI), is a corporation organized under the Georgia Non-Profit Corporation Code, whose members are the counties in Area 11, governed by a Board of Directors who are same as the members of the Executive Committee, which corporation was established to be the grant recipient, fiscal agent and to administer job training funds and other purposes; and,

Whereas, MGCI was formed and incorporated September 10, 1979 to act as fiscal agent, grant recipient, administrative entity and program agent for federal workforce training grants, and to assure a professional staff, with the ability to assist first the Executive Committee of local elected officials and the Private Industry Council, under the Comprehensive Employment and Training Act of 1973 (CETA) and then the Job Training Partnership Act of 1982 (JTPA). Subsequently and since the inception of the Workforce Investment Act of 1998 and the Workforce Innovation and Opportunity Act of 2014, to include the state Workforce and Training board approved by the legislation known as Georgia House Bill 393 requiring the fiscal agent be a city or county government or a regional commission with the Local Workforce Development Board (LWDB) to implement the grant in accordance with the grant terms, and regulations and policies thereunder; and,

Whereas, in accordance with the Formal Agreement, with the concurrence of the Executive Committee and the Middle Georgia Workforce Development Board (WDB), the MGCI has acted as the grant recipient, and fiscal and administrative agent for the implementation of the Act in Area 11 since the inception of the Act in 2014; and,

Whereas, in order to avoid disruption of services to the citizens of Area 11, in compliance with the state Georgia Department of Economic Development, Workforce Division the Georgia Senate passed House Bill 393,

which requires that a fiscal agent must be a city or county government or a regional commission, the Executive Committee designated the Baldwin County government of Georgia to be the grant recipient and fiscal agent, subject to this agreement, to assure that MGCI will continue to be the administrative and programmatic entity for grant funds, and to ensure that the cooperative working relationship between the Area WDB and the Executive Committee continues.

Whereas, Baldwin County government has chosen to sever its relationship as fiscal agent and grant recipient with MGCI, the Executive Committee having voted unanimously to designate the City of Warner Robins, Georgia to be the fiscal agent and grant recipient, subject to this agreement, to ensure MGCI will continue to be the administrative and programmatic entity for grant funds, and to ensure that the cooperative working relationship between the WDB and the Executive Committee continues.

NOW, THEREFORE, it is mutually agreed as follows:

MGCI shall be reimbursed for costs incurred while acting as WIOA sub-grantee, as well as WIOA administrative and programmatic entity, as set out in the budget attached and in accordance with all applicable laws, regulations, and policies. The costs reimbursable under this AGREEMENT shall be limited to the necessary and reasonable costs of providing WIOA services subject to the terms and conditions of this AGREEMENT, and the attachments thereto. In no event shall the allowable costs for any total of the budget(s) attached hereto exceed the budgeted grants amounts. City of Warner Robins hereby agrees to reimburse MGCI for its actual, allowable costs up to, but not to exceed, the total amount of available grant monies.

NOTWITHSTANDING THE ABOVE OR ANY OTHER PROVISION OF THIS AGREEMENT, CITY OF WARNER ROBINS, SHALL HAVE NO LIABILITY FOR COSTS INCURRED WHICH EXCEED THE FUNDS OBLIGATED TO THIS AGREEMENT SHOWN BELOW. IT IS THE MGCI'S EXCLUSIVE RESPONSIBILITY TO MONITOR AND CONTROL ITS COSTS, BOTH ACTUAL AND ACCRUED, UNDER THIS AGREEMENT AND TO PROMPTLY NOTIFY THE CITY OF WARNER ROBINS IF OBLIGATED FUNDS ARE INSUFFICIENT TO COVER PROJECTED COSTS. SUCH NOTICE SHOULD BE RECEIVED BY THE CITY OF WARNER ROBINS WITHIN THIRTY (30) DAYS OF THE DATE THAT OBLIGATED FUNDS ARE PROJECTED TO BECOME INSUFFICIENT. THE CITY OF WARNER ROBINS SHALL PROMPTLY NOTIFY THE MGCI IN WRITING CONCERNING ANY REALLOCATION. FUNDS OBLIGATED TO THIS AGREEMENT BY AMENDMENT MAY BE APPLIED TO ANY ALLOWABLE COSTS INCURRED DURING ITS PERIOD OF PERFORMANCE, REGARDLESS OF THE DATE OF THE AMENDMENT. HOWEVER, ADDITIONAL FUNDS MADE AVAILABLE BY GRANT ADJUSTMENTS APPLY ONLY TO COSTS INCURRED UPON OR SUBSEQUENT TO THE EFFECTIVE DATE OF SUCH ADJUSTMENT.

It is understood and agreed, between the parties to this AGREEMENT, that a prerequisite to any payment hereunder is the availability of funds from Federal Sources after (a) their appropriation by the Congress of the United States of America; (b) approval of the WIOA Regional Plan for Region 6 and Local Plan for Area 11 by the Technical College System of Georgia, Office of Workforce Development; and (c) the statement of grant award for the funds. It is not intended by the parties to the AGREEMENT to create an obligation of the CITY OF WARNER ROBINS above and beyond that of funds obligated to the CITY OF WARNER ROBINS by the State. Should the CITY OF WARNER ROBINS fail to receive such funds in sufficient amounts to cover reimbursement requests occasioned hereunder as a part of its other proper expenditures, then in that event, any obligation for any portion of payments due hereunder but unpayable due to lack of funds, shall be null and void and shall not be deemed to be nor construed to be an obligation of the CITY OF WARNER ROBINS. In the event such receipts are determined by the Finance Director of the CITY OF WARNER ROBINS to be insufficient or unavailable for any payment hereunder, the CITY OF WARNER ROBINS Finance Director shall certify that fact to the other party or parties to this AGREEMENT and such certification shall be conclusive. Should funds later be appropriated and/or made available to the CITY OF WARNER ROBINS by the State retroactively to any given date for payment(s) under the terms and provisions of this AGREEMENT,

it shall be valid and subsisting as to such payment(s) authorized and so funded, and they shall be made hereunder to the same extent as if the funds had been appropriated and made available in a timely fashion. The CITY OF WARNER ROBINS and MGCI agree to take all measures to assure that sufficient funds are made available to it by the State to carry out the terms and provisions of this AGREEMENT, and to keep each other informed of any notices concerning the statement of grant award.

This contract shall be effective beginning July 1, 2026 and ending June 30, 2027. The City of Warner Robins shall not be responsible for funds expended prior to July 1, 2026 or funds expended after June 30, 2027 under this agreement. However, certain cost incurred prior to July 1, 2026, may not be payable until after June 30, 2026. The City of Warner Robins, Georgia will drawdown funds from the Technical College System of Georgia, Office of Workforce Development to cover these costs in the same manner as for cost incurred July 1, 2026 and thereafter.

The parties agree to the following terms and conditions:

1. Maintenance of Existing Effort

MGCI agrees that the funds provided under this AGREEMENT shall only be used to provide employment-related activities that could not be provided without this AGREEMENT from funds or sources otherwise available to MGCI, or its service providers, and that the funds under this AGREEMENT shall not be used to substitute or supplant other funds and sources of revenue. Applicable CFDA numbers for this AGREEMENT: Adult - CFDA# 17.258; Youth - CFDA# 17.259; Dislocated Worker-CFDA# 17.278; QST – CFDA# 17.277, and HDCI – CFDA# 17.278.

Applicable Laws, Policies, and Procedures

This award is subject to all applicable policies, rules and regulations, and conditions as prescribed by the Technical College System of Georgia, Office of Workforce Development (OWD) and the United States Department of Labor. It is also subject to such further laws, rules, regulations and policies as may be reasonably prescribed by the State of Georgia or the Federal Government under Public Law 113-128, as amended.

3. Period of Performance

All work under this AGREEMENT, including the actual employment of any individual in a position for which reimbursement is claimed under this AGREEMENT, shall begin on July 1, 2026.

4. Administration

a. Records (Applies to the MGCI and all sub-contractors)

1. Retention of Records

MGCI will keep on a current basis and retain for a period of at least three (3) years from the end of the Period of Performance, or provide to the City of Warner Robins, adequate financial records which fully support all items for which reimbursement is claimed, and which show the use and application of funds received or paid to MGCI under this AGREEMENT. In the event of litigation involving any of the aforementioned records, MGCI will maintain the records in question, or provide them to the City of Warner Robins, until the litigation is finally resolved. These financial records shall include all records required under applicable law, regulations, and policies under the WIOA.

2. Participant Records

Records for participants shall include, but are not limited to, a completed WIOA application with attached eligibility documentation; an enrollment form for each person actually enrolled; assessment data collected on an individual; attendance and time sheets for participants; and any other participant record. Each file should contain a checklist of enclosed items for maintenance and monitoring.

3. Employee Records

Records for employees shall include, but are not limited to, time and attendance reports signed by a supervisor and the employee showing distribution on an hourly basis of all time worked, leave taken, or other categories as appropriate for each employee for whom direct charges are claimed, evidence of wages paid to such employee during the period for which reimbursement is claimed, copies of the financial reports filed with the CITY OF WARNER ROBINS, and the worksheets generated to support the financial reports.

4. Access to Records

The U.S. Department of Labor, Technical College System of Georgia, Office of Workforce Development (OWD), the WDB, and the Executive Committee, or authorized representatives of any of them, shall have the right to review performance and to inspect or copy any and all records, books, papers and documents which relate to this AGREEMENT at any time during its performance or thereafter until the end of the record retention periods at MGCI and the City of Warner Robins upon reasonable demand and notice.

b. Property

Upon completion of the work under this AGREEMENT, or its termination, MGCI will dispose of any remaining property attributable to this AGREEMENT in accordance with applicable Federal law and regulations.

c. Insurance (Applies to MGCI and all sub-contractors)

1. Fidelity Bonds

Those having responsibility for the expenditure of funds made available under this contract shall be required to maintain throughout the period of performance of this AGREEMENT, a fidelity bond in an amount sufficient to assure sound fiscal practices in order to assure the Federal Government and the State of Georgia against loss of funds coming into their possession under the terms of this AGREEMENT. The existing fidelity bond in force and effect at MGCI is hereby deemed sufficient.

2. Accident Insurance

MGCI shall ensure that all WIOA employees and participants are covered either by Georgia Worker Compensation Law or provided with on-site medical or accident insurance when such insurance is required and ensure a copy of the insurance policy or policies to the City of Warner Robins upon request.

d. Benefits and Working Conditions (Applies to MGCI and all sub-contractors)

In conducting activities which include subsidized employment for participants, MGCI will ensure the benefits and working conditions are at the same level and to the same extent as other employees working a similar length of time and doing the same type of work for that employer.

5 Audit Requirements (Applies to MGCI and all sub-contractors/service providers)

MGCI agrees to comply with Part 200.508 – Auditee Responsibilities under the 2 CFR which reads as follows:

- a. Identify, in its accounts, all Federal awards received and expended and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of pass-through entity.
- b. Procure or otherwise arrange for the audit required by this part in accordance with 200.509 Auditor selection and ensure it is properly performed and submitted when due in accordance with 200.512 Report submission.
- c. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 200.510 Financial statements.
- d. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 200.511 Audit findings follow-up, paragraph (b) and 200.511 Audit finding follow-up, paragraph (c), respectively. Any ultimately disallowed costs for which MGCI is responsible, after all applicable and available administrative and legal appeals have been exhausted, shall be reimbursed in accordance with the agreement between the member counties.
- e. Provide the Auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this part.
- f. If funds greater than \$750,000 are expended during MGCI's fiscal year, a single entity-wide audit must be conducted for that year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156), 29 CFR Part 99 entitled, "Audits of States, Local Governments, and Non-Profit Organizations" and 29 CFR Part 96 "Audit Requirement for Grants, Contract, and Other Agreements. If state funds of \$100,000 or more are expended during the fiscal year, an entity-wide audit must be conducted for that year in accordance with Generally Accepted Government Auditing Standards issued by the American Institute of Certified Public Accountants.
- g. Contract for more than the simplified acquisition threshold currently set at \$350,000, which is the inflation adjusted amount determined by the Civilian Agency acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractor violate or breach contract terms, and provide for such sanction and penalties as appropriate.

MGCI further agrees to submit the required audit or financial statements in the quantities set forth below, within thirty (30) days after publication of the auditor's report:

Two (2) copies to:  
The City of Warner Robins  
700 Watson Blvd  
Warner Robins, GA 31093  
Attn: Kate Hogan

6. Fraud or Criminal Malfeasance, Misapplication of Funds and/or Gross Mismanagement (Applies to MGCI and all sub-contractors)

MGCI shall maintain its existing policy regarding reporting all cases of suspected fraud or criminal malfeasance of funds.

7. Disputes

Except as otherwise provided in this AGREEMENT, any dispute concerning a question or fact arising under this AGREEMENT, which is not disposed of by this AGREEMENT, shall be mediated between the parties to this AGREEMENT.

Pending final decision of a dispute hereunder, MGCI shall proceed diligently with the performance of this AGREEMENT.

This disputes clause does not preclude consideration of questions in law in connection with decisions provided for in the paragraph above; provided that nothing in this AGREEMENT shall be construed as making final the decision of any administrative official, representative, or board on a question of law or fact.

8. Violations of this AGREEMENT

The City of Warner Robins will impose sanctions and penalties for violations or breaches of the terms of this AGREEMENT, as provided by applicable law, regulations, and policies under the WIOA.

9. Termination: All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

a. Either party may terminate this AGREEMENT, without cause, for its convenience, by providing a minimum of ninety-day written notice thereof to the other party. Failure to supply additional funding shall not be considered as a form of termination.

b. Either party may terminate this AGREEMENT for cause when it is determined that either party has failed to provide any of the services specified or has failed to comply with any of the provisions contained in this agreement in whole or in part. If such determination is made by either party the recession party will have the right to terminate this agreement by giving written notice of such termination and specifying the effective date thereof, which will not be less than five (5) consecutive calendar days after the given notice of said written notice. In the event of such given notice the Middle Georgia Consortium will be liable for payment for only the services rendered prior to the effective date of the termination, provided that such service performance is in accordance with the agreement payment provisions of this agreement.

c. In the event of termination, MGCI shall not incur new obligations after the effective date of the termination and shall submit to the City of Warner Robins within forty-five (45) days after the termination date, a financial closeout report. Failure to submit this report timely constitutes a complete waiver by MGCI of any and all claims against the City of Warner Robins for payments of the invoice.

d. In the event of termination of this agreement, all completed and uncompleted documents, data, studies, and reports purchased for, or prepared and maintained under the terms of this agreement will, at the option of the Middle Georgia Workforce Development Board, become the property of the Middle Georgia Workforce Development Board.

e. No costs for which reimbursement is claimed shall be accrued after the date of termination, which shall in all other respects (final report of expenditures, retention of records, audit, etc.), be considered as the date of completion of the Period of Performance.

10. Modifications/Amendments

- a. This AGREEMENT incorporates all prior negotiations, interpretations, and understandings between the parties, and is the full and complete expression of their agreement. Any change, alteration, deletion, or addition to the terms set forth in this AGREEMENT must be by a written Amendment executed by all parties which Amendment shall be effective from the original date of the AGREEMENT unless a contrary specific contention appears on the face of the Amendment.
- b. A unilateral modification by the City of Warner Robins may only occur when a federal or state requirement has been added, changed, revised, or amended during the period of performance or became effective during the period of performance.
- c. MGCI agrees to follow and be bound by the provisions of the U. S. Department of Labor's Federal Regulations as well as by the terms and conditions of any policy decision or directives or from the U.S. Department of Labor, and from the Technical College System of Georgia, Office of Workforce Development (OWD).
- d. Modifications/amendments, other than those specified above, to this AGREEMENT must be within the scope of the AGREEMENT, unless agreed otherwise by both parties in writing.

11. Equal Opportunity (Applies to MGCI and all sub-contractors)

During the period of performance for this AGREEMENT, MGCI agrees to the following:

- a. MGCI will comply fully with the non-discrimination and equal opportunity provisions Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1974, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 29 CFR part 38. The United States has the right to seek judicial enforcement of this assurance.
- b. MGCI will not discriminate against any employee or applicant for employment, or program applicant/participant because of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief. MGCI will take affirmative action to ensure that applicants are employed/selected and that participants and employees are treated during their period of participation/employment without regard to their race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief. Such action must 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 services and/or training. MGCI agrees to post in conspicuous places, available to the employees and applicants for employment, notices to be provided setting forth the provisions of the non-discrimination clause.
- c. MGCI will, in all solicitations or advertisements for employees or participants, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief.
- d. MGCI will permit access to any contract-related books, records, and accounts by the contracting agency, the State and the United States Secretary of Labor for purposes of investigation to ascertain compliance with applicable rules, regulations, and orders.

e. In the event of MGCI's non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the MGCI may be declared ineligible for further government contracts, and such other sanctions may be imposed and remedies invoked as provided by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law. MGCI shall file with the City of Warner Robins a signed "Nondiscrimination and Equal Opportunity Requirements of WIOA," attached hereto.

12. Compliance with Contract Work Hours and Safety Standards Act as amended 2009 (40 U.S.C. 3702 - 3708)

MGCI and all subcontractors shall comply with this law and USDOL regulations.

a. Overtime Requirements

MGCI and all subcontractors must comply with this law and USDOL regulations.

b. Violation

Liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (a), MGCI and any subcontractor responsible therefore will be liable to any affected employee for his or her unpaid wages. In addition, such contractor or subcontractor will be liable to the United States.

c. Withholding for Unpaid Wages and Liquidated Damages.

USDOL and its grantees may withhold or cause to be withheld, from any monies payable on account of work performed by MGCI or subcontractor, such sums as may be administratively determined to be necessary to satisfy any liabilities of the MGCI or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b).

d. Subcontracts.

MGCI must insert in any subcontracts the clauses set forth in subparagraphs (a), (b), and (c) of this paragraph and also a clause requiring the subcontractors to include these clauses to any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

e. Records.

MGCI must maintain payroll records containing the information specified in 29 CFR 516.2. Such records must be preserved for three (3) years from the completion of the contract.

13. Miscellaneous Provisions (Applies to MGCI and all subcontractors)

a. Grievances.

MGCI agrees to utilize its written Grievance and Complaint Procedures for grievances or complaints about the WIOA program and activities for participants, recipients, all WIOA-funded staff and other interested persons.

b. Officials Not to Benefit.

No member of or delegate to a State or area Workforce Development Board shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this AGREEMENT if made with a corporation for its general benefit.

c. Covenant Against Contingent Fees.

As an inducement to the City of Warner Robins to enter into this AGREEMENT, MGCI warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach or violation of this warranty shall constitute grounds for immediate termination of this AGREEMENT.

d. Employee-Trained Fringe Benefits.

Hourly wages paid to and fringe benefits received by employees and participants shall not be less than the following, whichever is higher:

1. The minimum rate required under the Fair Labor Standards Act; or
2. Any minimum rate applicable to the employee and required under any Federal, State or local law; or
3. The minimum entrance rate for inexperienced workers in the same occupation in the establishment, or if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area; or
4. The wage rate required by an applicable collective bargaining agreement.

e. Disclosure of Confidential Information.

Subject to the terms of this AGREEMENT for access to records, MGCI agrees to maintain the confidentiality of any information regarding applicants, project participants, or their immediate families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other sources. Without the permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of this AGREEMENT.

f. Code of Conduct and Conflict of Interest.

No officer, employee, or agent of MGCI shall solicit or accept gratuities, favors, or anything of monetary value from suppliers, or potential suppliers, including subcontractors under this AGREEMENT.

No officer, employee, or agent of MGCI shall participate in the selection, award, or administration of a procurement supported by WIOA funds where, to the individual's knowledge, any of the following has a financial or other substantive interest in any organization which may be considered for award:

- 1) the officer, employee or agent;
- 2) any member of his or her immediate family
- 3) his or her partner; or
- 4) a person or organization which employs, or is about to employ, any of the above.

g. Procurement

All procurement must follow the more restrictive of Federal Regulations found at 2 CFR 200.320, Technical College System of Georgia, Office of Workforce Development (OWD) Procurement Policy and Procedures, and MGCI Procurement Policies and Procedures.

MGCI will take the following actions to ensure that small, minority, and women's businesses shall have the maximum practical opportunity to participate in the performance of this AGREEMENT:

1. Include small, minority, and women's businesses on source lists and assure that they are solicited whenever they are potential sources.
2. Divide total requirements into small requirements to permit maximum participation of these groups whenever economically feasible; and
3. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce as required.

h. Political Activities.

Funds provided under this AGREEMENT shall not be used for any activity involving political activities.

The restrictions provided above shall not include the right of employees to vote, sign petitions, or speak or write on political subjects unrelated to a specific political campaign.

i. Religious Activities.

Funds provided under the AGREEMENT shall not be used for any activities involving religious activities. Participants shall not be employed on the construction, operation, or maintenance of any facility that is used or to be used in whole or in part for sectarian instruction or as a place for religious worship.

j. Public Service Employment.

Funds under this AGREEMENT shall not be used, for public service employment.

k. Certification Regarding Lobbying

Funds under this AGREEMENT shall not be used for lobbying the executive, judicial, or legislative branch of the Federal and State Government,

l. Debarment and Suspension.

MGCI is not currently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in this AGREEMENT by a federal department or agency.

14. E-Verify- (Applies to MGCI and all subcontractors)

E-Verify is an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees.

The new rule implements Executive Order 12989, as amended by President George W. Bush on June 6, 2008, directing federal agencies to require that federal contractors agree to electronically verify the employment eligibility of their employees. The amended Executive Order reinforces the policy, first announced in 1996, that the federal government does business with companies that have a legal workforce. This new rule requires federal contractors to agree to use E-Verify to confirm the employment eligibility of all persons hired during a contract term, and to confirm the employment eligibility of federal contractors' current employees who perform contract services for the federal government within the United States.

15. Documents the Technical College System of Georgia, Office of Workforce Development (OWD) require to be signed, will be signed, as necessary and appropriate, by the Mayor for the City of Warner Robins, by the Chair of the Executive Committee for the CLEO, by the Chair of the Workforce Development Board for Area 11 for the WDB, and/or by the Chair of the Board of Directors of MGCI for MGCI, after appropriate action by such entities.

DRAFT

Signed, sealed and delivered by the undersigned entities, after appropriate adoption, on the dates shown below.

**The City of Warner Robins, Georgia:**

\_\_\_\_\_  
Signature  
The Honorable LaRhonda Patrick  
Typed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date  
Mayor, The City of Warner Robins  
Title or Capacity

Mandy Stella  
City Clerk

**Executive Committee:**

\_\_\_\_\_  
Signature  
Chris Weidner  
Typed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date  
Chair, Executive Committee, CLEO  
Title or Capacity

\_\_\_\_\_  
Notary Public

**Area 11 Workforce Development Board:**

\_\_\_\_\_  
Signature  
Stephen D. Williams  
Typed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date  
Chair, Workforce Development Board  
Title or Capacity

\_\_\_\_\_  
Notary Public

**Middle Georgia Consortium, Inc.**

\_\_\_\_\_  
Signature  
Chris Weidner  
Typed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date  
Chair, Middle Georgia Consortium, Inc. Board of Directors

\_\_\_\_\_  
Attested by Corporate Secretary

Attachment A  
The City of Warner Robins Contract Services  
And  
Financial Agreement  
Work Statement

ATTACHMENT A  
THE CITY OF WARNER ROBINS CONTRACT  
SERVICES AND FINANCIAL AGREEMENT  
WORK STATEMENT

The Middle Georgia Workforce Development System includes an Executive Committee of elected and appointed officials and a Workforce Development Board (WDB). All local policies are reviewed and approved by these bodies. In addition, the Middle Georgia Standing Committees (Youth, One-Stop and Individuals with Disabilities) will review and submit recommendations on all committee-related plans and policies to these bodies. The Standing Committees composition includes a chairperson and local members with significant interest and expertise on the committees' employment and training issues; the goal is to enhance the expertise of the committees with information and training in the course of services on the committees, so that its opinions and recommendations will carry considerable weight, not only with the Executive Committee and WDB, but also throughout the Middle Georgia area.

The Standing Committees will be established as a subgroup of the local Workforce Development Board (WDB). Not all members of the Standing Committees will necessarily be members of the local WDB. Such standing committees shall be chaired by a member of the local workforce board. The Chair of the Standing Committees presides over meetings and attends WDB meetings to report on the Standing Committee meetings and to submit its recommendations to the full WDB.

The functions of the Standing Committees are:

- to assist in the development of the committees' portions of the WDA Plan
- to recommend providers for the committees' services
- to coordinate local committees' programs and initiatives
- to monitor by evaluating the outcomes of training programs and services being provided.

Local partners will serve on these committees and meet regularly to discuss how to improve service integration and service quality. GDOL Career Centers will actively participate on the WDB's One-Stop Committee, which has responsibility for local One-Stops. Service integration arrangements include cross-training of Career Center and WDA staff, as well as other partners, out-stationing of staff among offices in the region and reinforcements for activities requiring increased staffing such as job fairs and mass layoffs.

The Middle Georgia Consortium, Inc. (MGCI), the administrative and programmatic entity for the local area, will provide the assistance needed by the WDB and Standing Committees. Therefore, neither of these bodies will incorporate nor hire staff. Neither the WDB nor the Standing Committees will provide the services described in the Act at Section 107(g), or the final regulations at 20 CFR 679.410, which includes career and training services, and acting as a one-stop operator. These services will be provided by MGCI, along with its vendors and, service providers. The MGCI will submit to the fiscal agent: periodic drawdowns for WIOA funds; monthly financial reports; and quarterly performance reports.

Key MGCI staff for WIOA operations include, but are not limited to, the Executive Director, Planning, Contracting and Operations Director, Compliance Specialist, Youth Services Specialist, Program Services Specialist, Career Facilitators, MIS Coordinator, MIS Technician, Business Services Specialist, Program Assistant, Accountant, Accountant Assistant and Office Assistant.

The City of Warner Robins, Georgia acts as the fiscal agent for the local area. Designation as fiscal agent confers several responsibilities; processing of drawdowns requesting WIOA funds as submitted by the MGCI to the fiscal agent; in turn, the fiscal agent submits requests for drawdowns of WIOA funds to the Technical College System of Georgia, Office of Workforce Development. Funds received by the fiscal agent are then transmitted to the MGCI. In addition, the fiscal agent will be responsible for financial and programmatic monitoring of the MGCI.

Key City of Warner Robins' staff for WIOA administration includes, but are not limited to, Kate Hogan, Community and Economic Development Director; Mandy Stella, City Clerk; and Felicia Wright, Operations Manager.

.

DRAFT

Attachment B  
The City of Warner Robins Contract  
Services  
And  
Financial Agreement  
Budget

DRAFT

For the period July 1, 2026 – June 30, 2027, the budget for the City of Warner Robins, Georgia as Fiscal Agent for the Middle Georgia Consortium, Inc. will not exceed the amount of \$10,000.00.

DRAFT

STATE OF GEORGIA  
OFFICE OF THE  
GOVERNOR ATLANTA  
30334-0900

Brian Kemp  
GOVERNOR

Karen Kirchler  
Deputy Commissioner  
Technical College  
Systems of Georgia

## EMERGENCY CONTACT INFORMATION FOR DRAWDOWN REQUESTS

FROM TECHNICAL COLLEGE SYSTEMS OF GEORGIA

REGION NAME AND #:

### PRIMARY CONTACT

NAME: Kate Hogan; Community and Economic Development Director

OFFICE PHONE NUMBER: 478-293-1012

CELL PHONE NUMBER: 478-283-0958

EMAIL ADDRESS: khogan@wrga.gov

### SECONDARY CONTACT (if primary contact is unreachable)

NAME: Mandy Stella; City Clerk

OFFICE PHONE NUMBER: 478-293-1099

CELL PHONE NUMBER: 478-951-0366

EMAIL ADDRESS: mstella@wrga.gov

### EXTREME EMERGENCY CONTACT (if previous 2 contacts are unreachable and funds are in danger of being delayed)

NAME: Felicia Wright; Operations Manager

OFFICE PHONE NUMBER: 478-293-1059

CELL PHONE NUMBER: 478-370-1564

EMAIL ADDRESS: fwright@wrga.gov

ADDITIONAL INFORMATION: [Click here to enter text](#)

Attachment C  
The City of Warner Robins Contract Services  
And  
Financial Agreement  
Provisions, Assurances, and Certifications  
(Subrecipients and Contractors)

**Provisions, Assurances and Certifications**  
**(Subrecipients and Contractors)**

Any entity receiving funds under the Workforce Innovation and Opportunity Act, Public Law 113-128 must adhere to the following provisions, assurances and certifications:

1) SEC. 501 of WIOA. Privacy. The privacy protections afforded parents and students under section 444 of the General Education Provisions Act (20 U.S.C. 1232g);

2) SEC. 502 of WIOA. Buy-American Requirement. Compliance with Buy American Act. —None of the funds made available under WIOA may be expended by an entity unless the entity agrees that in expending the funds the entity will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the ‘Buy American Act’);

3) Recipients of WIOA funds must adhere to the provisions regarding (29 CFR Part 93), Certification Regarding Lobbying;

3) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are awarded from tier to tier up to the non-Federal award.

4) Recipients of WIOA funds must adhere to the provisions of the Drug-Free Workplace Requirements Certification (29 CFR Part 94);

5) Recipients of WIOA funds must adhere to the provisions Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 38);

This assurance applies to the Grantee’s operation of the WIOA Title IB financially assisted program or activity, and to all agreements the Grantee makes to carry out the WIOA Title IB financially assisted program or activity. The Grantee understands that the Grantor has the right to seek judicial enforcement of this assurance.

- a. WIOA Equal Opportunity and Nondiscrimination Regulations 29 CFR Part 38 and sections 188 of the Workforce Innovation and Opportunity Act which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in United States or participation in any WIOA Title IB financially assisted program or activity; LWDA must include an EEO notice in all recruiting materials. As the recipient of WIOA funds, you must ensure that proper notice is provided stating that all applicants – including people with limited English proficiency, and people who are part of groups that may face discrimination such as transgender individuals, pregnant women, or people with mental conditions – have access to activities offered through the One-Stop workforce development system. (WIOA Section 188 and 29 CFR sec. 37.4) Equal Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60 – 1.3 must include the equal opportunity clause provided under 41 CFR 60 – 1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964 -1965

Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and

6) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award ( 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2CFR 180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., 189) and 12689 (3 CFR Part Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory other than Executive Order 12549.

7) As the duly authorized representative the Grantee certifies that this agency has the legal authority and the institutional managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of WIOA programs;

8) As the duly authorized representative the Grantee certifies that this agency will give the Comptroller General of the United States and the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to WIOA programs; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

9) As the duly authorized representative the Grantee certifies that this agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain; (2 CFR 200.112)

10) As the duly authorized representative the Grantee certifies that this agency will initiate and complete work relating to financial and management information system reporting requirements within acceptable time frames;

11) The Drug Abuse Office and Treatment Act of 1972 (PL 91-616) as amended;

12) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 DD.3 AND 290 EE.3) as amended, relating to confidentiality of alcohol and drug abuse patient records;

13) Military Selective Service Act;

14) Nontraditional Employment for Women Act;

15) Department of Labor Federal Regulations at 29 CFR Parts 34 and 1604;

16) Will comply with Federal regulation 20 CFR 652, et al., regarding the retention of records. Grantees and service providers, records (including all financial and programmatic records, supporting documents,

statistical records and other records of grantees or subgrantees) must be retained for three (3) years following the date on which the expenditures report containing the final expenditures (closeout) charged to a program year's allotment or a grant is accepted by WFD. (2 CFR §200.333, 29 CFR § 97.42)

17) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulation (29 CFR Copies formatted for printing are available at: [www.maximus.com/higher-education/omb-uniform-guidance](http://www.maximus.com/higher-education/omb-uniform-guidance) 83 Copies formatted for printing are available online at: Page 84 <http://www.maxiums.com/our-services/education/higher-education/omb-uniform-guidance> Part 5). Under 40 U.S.C. 3702 of the Act, each contractor **must** be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

18) Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328), which limit political activities of employees whose principal employment activities are funded in whole or in part with Federal funds;

19) Will comply with the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Subpart F, Audits Requirements for States, Local Governments, and Non-Profit Organizations;

20) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing WIOA programs. Will comply with any other special assurances or provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Innovation and Opportunity Act, or subsequent Executive or Congressional mandates;

21) Will establish, in accordance with section 184 of the Workforce Innovation and Opportunity Act, fiscal control and fund accounting procedures that may be necessary to ensure the proper disbursement of, and accounting for, funds paid to the State through the allotments made under sections 127 and 132;

22) Assures that it will comply with the confidentiality requirements for Federal contracts;

23) Assures that no funds received under the Workforce Innovation and Opportunity Act will be used to assist, promote or deter union organizing;

24) Assures that it will comply with the grant procedures prescribed by the Secretary (pursuant to the authority at section 189(c) of the Act) which are necessary to enter into grant agreements for the allocation and payment of funds under the Act;

25) Advance Federal Agency Approval of Cost: It is agreed that it shall be the responsibility of the contractor to request in writing, from the WIOA Administrative Entity, approval of expenditures which require advance federal agency or their designee's approval in advance or incurrence of special or unusual costs. It shall be the responsibility of the WIOA Administrative Entity to acquire written approval from the federal agency or their designee's approval of these requests for advance approval received from the contractor and to notify the contractor in writing of the approval. Expenditures requiring advance federal

agency or their designee's approval may not be made by the contractor prior to receipt of the WIOA Administrative Entity's written notification that federal agency or their designee's approval has been granted. The WIOA Administrative Entity's contract budget approval does not constitute previous federal agency/designee's and/or WIOA Administrative Entity approval of costs requiring advance federal agency/designee approval.

26) Comply with the federal cost principles for determining allowable costs for this contract are at 2 CFR 200 Appendix IV for contracts with nonprofit organizations; 2 CFR 200 Appendix V for contracts with State or Local governments; and 2 CFR 200 Appendix III for contracts with educational institutions. Allowable costs for commercial organizations and those non-profits listed in 2 CFR 200 Appendix VIII must be determined under the provisions of the Federal Acquisition Regulation at 48 CFR part 31;

27) 2 CFR 200 Part 99, Audits of States, Local Governments, and Non-Profit Organizations. Commercial organizations expending more than \$750,000 in federal funds must have either an organization-wide audit conducted in accordance with §200.501 or a program-specific financial and compliance audit §200.507;

28) The Federal Acquisition Regulation at 48 CFR Part 31 for commercial organizations and non-profit organizations listed in 2 CFR 200 Appendix VIII;

29) Fair Labor Standards Act of 1935, as amended;

30) 29 CFR Part 97, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, codified from 2 CFR 200;

31) 29 CFR Part 95, Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, and with Commercial Organizations, Foreign Governments, Organizations under the Jurisdiction of Foreign Governments, and International Organizations, codified from 2 CFR 200;

32) The Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

33) The Davis-Bacon Act, as amended (40 U.S.C. 3141 – 3148). When required by Federal program regulations, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146 – 3148) as supplemented by Department of Labor (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally and Assisted Construction"). In accordance with the statute, contractors must be 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 must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

34) Clean Air Act (42 U.S.C. 7401 – 7671q.) as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 – 7671q.).

- 35) Federal Water Pollution Control Act as amended (33 U.S.C. 1251 – 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 36) The Energy Policy and Conservation Act (42 U.S.C. 6201). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 37) The Resource Conservation and Recovery Act (Pub. L. 94-580 codified at 42 USC Sec. 6962), as referenced at 29 CFR 95.16, regarding giving preference in procurement programs funded with federal funds to the purchase of recycled products pursuant to EPA guidelines;
- 38) The conflict of interest and code of conduct requirements governing Workforce Innovation and Opportunity Act transactions set forth at 29 CFR 95.42 or 29 CFR 97.36(b)(3), as appropriate, and at 20 CFR 667.200(a)(4);
- 39) The requirements related to nepotism found at 20 CFR Section 633.320;
- 40) The Federal Social Security Act, 42 USC Sec. 303 and 503, requiring states to disclose UI information to designated public officials for programs such as food stamps and child support recovery;
- 43) The Vietnam Era Veteran's Readjustment Assistance Act of 1974 as amended September 7, 2007, and the Jobs for Veteran's Act enacted in 2002;
- 44) The Georgia Security and Immigration Compliance Act of 2006 (SB 529) and the Georgia Illegal Immigration Reform and Enforcement Act of 2011. (OCGA 13-10-91(b)(3));
- 45) (WIOA Training Programs) The contractor will ensure that worksites adhere to applicable federal/state wage, labor and worker's compensation laws. Wages shall be paid at rates not less than those prevailing on projects of a similar nature in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of the Title 40, United States Code and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat 1267; 5 U.S.C. App.), and Section 3145 of Title 40, United States Code (Recovery Act Sec. 1606);
- 46) The contractor must adhere to the prohibition of WIOA funds to be used for; religious or political activities including religious worship or instruction, gambling establishment, aquarium, zoo, golf course, or swimming pools;
- 47) The contractor must adhere to the Whistleblower Protection (Recovery Act Sec. 1553);
- 48) Local areas will comply with the security and privacy standards of Public Law 104-191 - the Health Insurance Portability and Accountability Act of 1996;
- 49) Paperwork Reduction Act of 1995 (44 U.S.C. 3507(d));
- 48) Migrant and seasonal farmworkers will be provided the same range and quality of services as non-migrants, and equity of service will be afforded to migrant and seasonal farmworkers in all labor exchange services provided in the area. [20 C.F.R., Part 653]; and

49) Contractors will comply with section 101 of Public Law 109-149 which limits the salary and bonus compensation for individuals who are paid by funds appropriated to the Employment and Training Administration and provided to recipients and sub-recipients.

50) Americans with Disability Act Compliance – Contractor agrees to make reasonable efforts to comply with the Americans with Disability Act.

51) HIPAA Business Associate Agreement – Defines the rights and responsibilities of a contractor in reference to the Health Insurance Portability and Accountability Act, which pertains to the security and privacy of patient health information.

52) Federal Funding Accountability & Transparency Act (FFATA) – Contractor agrees to comply with FFATA that outlines the conditions for reporting for federal grants \$25,000 or greater.

53) Intangible Personal Property – If work under this agreement produces patentable items, processes or inventions, the Contractor will report the fact promptly and fully to the Consortium. The Consortium will submit the Contractors report to the State for a determination as to whether to seek protection on the invention or discovery. Unless otherwise provided in terms of this agreement, when copyrightable material is developed/or purchased in the course of or under this agreement, the author or the Contractor which developed the work is free to copyright the material or to permit others to do so. If any material developed/or purchased in the course of or under this agreement is copyrighted, the Consortium, State and U.S. Department of Labor shall have a royalty-free, nonexclusive, or irrevocable right to reproduce, publish, and otherwise use, and to authorize other to use, the work for Government purposes. The Consortium, the State and the U.S. Department of Labor shall have unlimited rights to any data first produced or delivered under the agreement (agreements which involve the use/development of computer programs/applications, or the maintenance of databases or other computer data processing program, including the inputting of data).

54) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR sec.401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties or performance of experimental, developmental, or research work under that “funding agreement” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

55) Intellectual Property Developed Under a Competitive Federal Award. USDOL requires intellectual property developed under a competitive Federal award process to be licensed under a Creative Commons Attribution license. This license allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the grantee. (2 CFR sec. 2900.13)

56) Certification Regarding Procurement of Recovered Materials (2 CFR 200.322) -

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and

resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

57) Contract Management. Contracts will be reviewed to ensure all required provisions and compliance with terms and conditions of the contract are met. The following list of items is required to ensure proper contract management. Contract files maintained; Process approved contract payments; Contract activities periodically monitored; Compliance with federal, state, agency rules, laws, regulations or program requirements; Compliance with contract, grant award, and/or agreement terms and conditions; All deliverables were received per contract terms; Corrective action processes for contractors is in place; and Additional procedures for subrecipients are in place.

58) Close-Out Procedures. When a contract is closed out, the following close-out procedures are required. All goods/services were received per terms; Payments were approved and correctly calculated; A final cost-price/budget analysis has been performed; Follow-up with contractor for any problems noted; and Follow-up with management, as needed. If a contract is terminated or there are any issues with vendor performance, processes will be reviewed to ensure processes are documented and followed, and that appropriate levels of management are notified.

I have read and understand the above provisions, assurances and certifications. The agency/ further understands it must adhere to all of the above provisions, assurances and certifications as applicable.

---

Authorizing Signature

---

Date

DRAFT

Attachment D

City of Warner Robins Contract Services

And

Financial Agreement

Debarment and Suspension Certification

DRAFT

(BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

---

**Certification**

**Regarding Debarment, Suspension, and Other Responsibility Matters**

---

As the duly authorized representative the Subrecipient certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

The Honorable LaRhonda Patrick, Mayor  
Name and Title of Authorized Representative

---

Signature

Date

---

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT**

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement of Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

(BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

---

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntarily Exclusion  
Lower Tier Covered Transactions**

---

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 97, Section 97.35, Participants' responsibilities.

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Honorable LaRhonda Patrick, Mayor  
Name and Title of Authorized Representative

---

Signature

Date

### Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Technical College System of Georgia, Office of Workforce Development (OWD) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarment," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the TCSG.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the OWD, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method of frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the TCSG may terminate this transaction for cause or default.

Attachment E

City of Warner Robins Contract Services

And

Financial Agreement

Disclosure of Lobbying Activities

**CERTIFICATION REGARDING LOBBYING**

---

As the duly authorized representative, the Subrecipient certifies that:

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

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

The City of Warner Robins  
GRANTEE/CONTRACTOR ORGANIZATION

The Honorable LaRhonda Patrick, Mayor  
Name of Certifying Official

\_\_\_\_\_  
Signature Date

**NOTE: "All" in the Final Rule, is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).**

Attachment F  
The City of Warner Robins Contract  
Services  
And  
Financial Agreement  
Georgia Security and Immigration  
Compliance Act of 2011

**TECHNICAL COLLEGE SYSTEM OF GEORGIA, OFFICE OF WORKFORCE DEVELOPMENT**

**Georgia Illegal Immigration Reform and Enforcement Act of 2011**

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

By executing this affidavit, the undersigned Grantee 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 the Technical College System of Georgia, Office of Workforce Development (OWD) 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 Grantee will continue to use the federal work authorization program throughout the contract period and the undersigned Grantee will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Grantee with the information required by O.C.G.A. § 13-10-91(b). The Grantee hereby attests that its federal work authorization user identification number and date of authorization are as follows:

53662 City of Warner Robins

Federal Work Authorization (6 Digit User Identification Number/E-Verify #)

September 12, 2007

Date of Authorization

City of Warner Robins

Name of Grantee

WIOA Grants

Name of Grant Award

\_\_\_\_\_  
Name of Public Employer

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

Executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in Warner Robins (city), Georgia (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent of Sub-Contractor (Agency/Business)

The Honorable LaRhonda Patrick, Mayor

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

My Commission Expires: \_\_\_\_\_

**TECHNICAL COLLEGE SYSTEM OF GEORGIA, OFFICE OF WORKFORCE DEVELOPMENT**

**Georgia Illegal Immigration Reform and Enforcement Act of 2011**

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

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 City of Warner Robins on behalf of the Technical College System of Georgia, Office of Workforce Development (OWD) 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). Additionally, the undersigned subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to the contractor within five 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 (6 Digit User Identification Number/E-Verify #)

\_\_\_\_\_  
Date of Authorization

Middle Georgia Consortium, Inc.  
(Type or Print) Agency/Business Name of Sub-Contractor

WIOA Grants  
Name of Project

The Technical College System of Georgia, Office of Workforce Development  
Name of Public Employer

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

Executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in Warner Robins (city), Georgia (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent of Sub-Contractor (Agency/Business)

**Chris Wiedner, Chairman, Board of Directors**  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

My Commission Expires: \_\_\_\_\_

Attachment G

The City of Warner Robins Contract Services

And

Financial Agreement

Grievance Procedures

## I. EQUAL OPPORTUNITY COMPLAINT POLICY

WorkSource Middle Georgia/Middle Georgia Workforce Development Board (MGWDB) adheres to the following United States law: “Equal Opportunity Is the Law”. It is against the law for a recipient of Federal financial assistance to discriminate on the following basis: race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the individual's citizenship status or participation in any WIOA Title I financially assisted program or activity.

WorkSource Middle Georgia/MGWDB must not discriminate in any of the following areas: (1) Deciding who will be admitted, or have access, to any WIOA Title I financially assisted program or activity; (2) providing opportunities in, or treating any person with regard to, such a program or activity; or (3) making employment decisions in the administration of, or in connection with, such a program or activity.

Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, WorkSource Middle Georgia/MGWDB is required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

### *What To Do If You Believe You Have Experienced Discrimination*

If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

WorkSource Middle Georgia/MGWDB's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose);

or

The Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210 or electronically as directed on the CRC Web site at [www.dol.gov/crc](http://www.dol.gov/crc).

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center.

If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you may file a complaint with CRC before receiving that Notice. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

A **complaint** is an allegation of discrimination on the grounds a person, or any specific class of individuals, has been or is being discriminated against on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, citizenship status, or participation in any WIOA Title I-financially assisted program or activity as prohibited by WIOA or part 29 CFR 38.69. An allegation of retaliation, intimidation or reprisal for taking action or participating in any action to secure rights protected under WIOA will be processed as a **complaint**.

**Note: A complaint cannot be processed as both a program complaint and as a discrimination complaint.**

*Filing Complaints of Discrimination (under Equal Opportunity Complaint Policy)*

**Who May File:** Any person requesting aid, benefits, services or training through the WorkSource Middle Georgia workforce system; eligible applicants and/or registrants; participants; employees, applicants for employment; service providers, eligible training providers (as defined in the Workforce Innovation and Opportunity Act), and staff with the workforce system that believes he/she has been or is being subjected to discrimination prohibited under the Nondiscrimination and Equal Opportunity Provisions 29 CFR Part 38 and Section 188 of the Workforce Innovation and Opportunity Act (WIOA).

WorkSource Middle Georgia/MGWDB is prohibited from discriminating against a person, or any specific class of individuals, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, sexual orientation and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, citizenship status, or participation in any WIOA Title I financially assisted program or activity as prohibited by WIOA or part 29 CFR 38.69 in admission or access to, opportunity or treatment in, or employment in the administration of or in connection with, any WIOA funded program or activity. If you think that you have been subjected to discrimination under a WIOA funded program or activity, you may file a complaint within **180 days** from the date of the alleged violation with:

**KERRY SCARBORO, EO OFFICER  
WORKSOURCE MIDDLE GEORGIA  
124 OSIGIAN BLVD, SUITE A  
WARNER ROBINS, GEORGIA 31088  
(478) 953-4771  
TDD/TTY 1-800-255-0056  
[kscarboro@mgwib.com](mailto:kscarboro@mgwib.com)**

**Each complaint must be filed in writing, either electronically or in hard copy, and must contain the following information:**

- (A) The complainant's name, mailing address, and, if available, email address (or another means of contacting the complainant).
- (B) The identification of the respondent (the individual or entity that the complainant alleges is responsible for the discrimination).
- (C) A clear description of the allegations in sufficient detail including the date(s) and timeline that the alleged violation occurred to allow the recipient, as applicable, to decide: (1) what agency has jurisdiction over the complaint; (2) whether the complaint was filed in time; and (3) whether the complaint has apparent merit; in other words, whether the complainant's allegations, if true, would indicate noncompliance with any of the nondiscrimination and equal opportunity provisions section 188 of WIOA or part 29 CFR Part 38.
- (D) The written or electronic signature of the complainant or the written or electronic signature of the complainant's representative.

**Complaint Processing Procedures**

An initial written notice to the complainant will be provided within three (3) work days of receipt of the complaint. The notice will include the following information pursuant to part 29 CFR 38.72:

- (1) Acknowledgement of complaint received including date received; notice that the complainant has the right to be represented in the complaint process; notice of rights contained in §38.35; and notice that the complainant has the right to request and receive, at no cost, auxiliary aids and services, language assistance services, and that this notice will be translated into the non-English languages as required in §§38.4(h) and (i), 38.34, and 38.36.
- (2) A written statement of issue(s) which includes a list of the issues raised in the complaint; for each issue, a statement of whether or not the issue is accepted for investigation or rejected and the reasons for each rejection after performing a period of fact-finding.
- (3) Notice that the complainant may be resolved by using the issue Alternative Dispute Resolution (ADR) any time after the complaint has been filed, but before a Notice of Final Action has been issued.

If the complaint does not fall within the Workforce Innovation and Opportunity Act jurisdiction for processing complaints alleging discrimination under Section 188 or Equal Opportunity and Nondiscrimination provisions at 29 CFR Part 38.74, the complainant will be notified in writing within five (5) business days of making such determination. The notification shall include the basis of the determination as well as a statement of the complainant's right to file with the Civil Rights Center (CRC) within thirty (30) days of the determination.

Upon determination that the complaint has merit and is within the Workforce Innovation and Opportunity Act jurisdiction and period of fact-finding or investigation of the circumstances underlying the complaint.

#### **Complaint Processing Time Frame**

A complaint will be processed and Notice of Final Action issued within ninety (90) days of receipt of the complaint pursuant to 29 CFR 38.72. Complainant may elect to file his or her equal opportunity complaint with the Technical College System of Georgia, Office of Workforce Development (OWD). OWD's address and information is as follows: Attention: OWD Compliance Officer, 1800 Century Place N.E., Suite 150, Atlanta, GA 30305, (404) 679-1371, email: [wioacompliance@tcsg.edu](mailto:wioacompliance@tcsg.edu); use form at: <http://www.georgia.org/wpcontent/uploads/2014/06/WFD-Grievance-Form-110915.pdf>.

If WorkSource Middle Georgia/MGWDB has not provided complainant with a written decision within ninety (90) days of the filing of the complaint, complainant need not wait for a decision to be issued. Complainant may file a complaint with OWD or CRC within thirty (30) days of the expiration of the 90-day period. If complainant is dissatisfied with WorkSource Middle Georgia/MGWDB's resolution of his or her equal opportunity complaint, complainant may file a complaint with OWD. Such complaint must be filed within thirty (30) days of the date you received notice of WorkSource Middle Georgia/MGWDB's proposed resolution.

**OR**

Complaints may be initially filed or appealed to the Director, Civil Rights Center (CRC) U.S. Department of Labor, 200 Constitution Avenue, N.W. Room N-4123, Washington, DC 20210 or electronically as directed on the CRC website at [www.dol.gov/crc](http://www.dol.gov/crc) within thirty (30) days of complainant's receipt of either [WorkSource Middle Georgia/MGWDB Notice of Final Action](#) or [OWD Notice of Final Action](#). In other words, within one hundred twenty (120) days Complainant may file his or her appeal.

#### **Resolution Procedures**

**Alternative Dispute Resolution:** Complainant must be given a choice as to the manner in which they have their complaint resolved. Mediation is recommended as an appropriate means for ADR and will be conducted by an impartial mediator. After an investigation is conducted by the Equal Opportunity Officer, ADR may be chosen by the complainant to resolve the issues. The Complainant has a right to select ADR to resolve the dispute at any time prior to receiving a Notice of Final Action. If the complainant chooses ADR for dispute resolution, WorkSource Middle Georgia/MGWDB will provide the impartial mediator and will provide all interested parties information regarding the arrangements (date, time, and location).

**Time Frame:** The period for attempting to resolve the complaint through mediation will be thirty (30) days from the date the complainant chooses mediation; but must be performed within ninety (90) days of the initial filing date.

**Successful Mediation:** Upon completion of successful mediation, the complainant and respondent will both sign a conciliation agreement attesting that the complaint has been resolved. A copy of the conciliation agreement will be provided to Georgia Department of Economic Development, Workforce Division within ten (10) days of the date the conciliation agreement was signed.

**Unsuccessful Mediation:** In the event mediation was not successful, WorkSource Middle Georgia/MGWDB shall proceed with issuing a Notice of Final Action within the ninety (90) day of initial filing date. The complainant has a right to file their complaint with the CRC if mediation was unsuccessful.

**Complainant Responsibility:** The complainant may amend the complaint at any point prior to the beginning of mediation or the issuance of the Notice of Final Action. The complainant may withdraw the complaint at any time by written notification.

**Breach of Agreement:** Any party to any agreement reached under ADR may file a complaint if either party feels the agreement has been breached. The non breaching party must file a complaint within thirty (30) days of the date that party learns of the alleged breach (29 CFR 38.72) with Director, Civil Rights Center (CRC) U.S. Department of Labor, 200 Constitution Avenue, N.W. Room N-4123, Washington, DC 20210. The CRC must evaluate the circumstances to determine whether the agreement has been breached. If breached, the complainant will be reinstated and processed in accordance with the WorkSource Middle Georgia/MGWDB procedures.

## **II. GENERAL GRIEVANCE POLICY**

Any person applying for or receiving services through the Workforce Innovation and Opportunity Act Title I (WIOA) paid for by WorkSource Middle Georgia/Middle Georgia Workforce Development Board (MGWDB) will be treated fairly. WorkSource Middle Georgia/MGWDB will make every effort to resolve all general, non-discriminatory complaints informally between those involved before a grievance is filed. Grievances may be filed in accordance with the written procedures established by WorkSource Middle Georgia/MGWDB. **If you believe a violation of Title I of Workforce Innovation and Opportunity Act or regulations of the program has occurred, you have the right to file a grievance.**

A **grievance** is a complaint about customer service, working conditions, wages, work assignment, etc., arising in connection with WIOA Title I funded programs operated by WIOA recipients including service providers, eligible training providers, one-stop partners and other contractors.

### **FILING A GENERAL GRIEVANCE (violations of the act or regulations not alleging discrimination)**

**Who May File:** Any person, including WIOA program participants, applicants, staff, employers, board members or any other interested parties who believes they have received unfair treatment in a WIOA Title I funded program.

Any person may attempt to resolve all issues of unfair treatment by working with the appropriate manager and/or supervisor and staff member, service provider, or one-stop partner involved informally prior to a written grievance being filed.

All complaints as described in the previous definition may be filed within one hundred twenty (120) days after the act in question by first completing and submitting the General Grievance Form to:

**KERRY SCARBORO, EO OFFICER  
WORKSOURCE MIDDLE GEORGIA  
124 OSIGIAN BLVD, SUITE A  
WARNER ROBINS, GEORGIA 31088**

(478) 953-4771  
TDD/TTY 1-800-255-0056  
kscarboro@mgwib.com

### **Grievance Processing Procedure**

A grievance may be filed by completion and submission of the General Grievance Form located at [www.middlegeorgiaworks.com](http://www.middlegeorgiaworks.com) WorkSource Middle Georgia/MGWDB will issue a written resolution within sixty (60) days of the date the grievance was filed. Pursuant to Section 181 of the Workforce Innovation and Opportunity Act, WorkSource Middle Georgia/MGWDB shall provide the grievant with an opportunity for a hearing within sixty (60) days of the complaint's filing, if requested in writing by the grievant. In the event a hearing is not requested, WorkSource Middle Georgia/MGWDB shall issue a decision as to whether provisions of the Workforce Innovation and Opportunity Act were violated. In the event the grievant is dissatisfied with WorkSource Middle Georgia/MGWDB's decision, he or she may appeal the decision to the Technical College System of Georgia, Office of Workforce Development (OWD) within sixty (60) days of the date of the decision. If such an appeal is made, the OWD shall issue a final determination within sixty (60) days of the receipt of the appeal.

In the event WorkSource Middle Georgia/MGWDB does not issue a written resolution within the sixty (60) days of the complaint's filing as required, the grievant has the automatic right to file his or her complaint with the Technical College System of Georgia.

### **Hearing Process**

A hearing on any complaint filed shall be conducted as soon as reasonably possible, but within sixty (60) days of the complaint's filing. Within ten (10) business days of the receipt of the request for a hearing, WorkSource Middle Georgia/MGWDB shall: (1) respond in writing acknowledging the request to the grievant; and (2) notify the grievant and respondent of a hearing date. The notice shall include, but not limited to: (1) date of issuance; (2) name of grievant; (3) name of respondent against whom the complaint has been filed; (4) a statement reiterating that both parties may be represented by legal counsel at the hearing; (5) the date, time, place of the hearing, and the name of the hearing officer; (6) a statement of the alleged violation(s) of WIOA ; (7) copy of any policies and procedures for the hearing or identification of where such policies may be found; and (8) name, address, and telephone number of the contact person issuing the notice.

The hearing shall be conducted in compliance with federal regulations. The hearing shall have, at a minimum, the following components: (1) an impartial hearing officer selected by WorkSource Middle Georgia/MGWDB; (2) an opportunity for both the grievant and respondent to present an opening statement, witnesses, and evidence; (3) an opportunity for each party to cross-examine the other party's witnesses; and (4) a record of the hearing which WorkSource Middle Georgia/MGWDB shall create and maintain.

The hearing officer, considering the evidence presented by the grievant and respondent, shall issue a written decision which shall serve as WorkSource Middle Georgia/MGWDB's official resolution of the complaint. The decision shall include the following information: (1) the date, time, and place of hearing; (2) a recitation of the issues alleged in the complaint; (3) a summary of any evidence and witnesses presented by the grievant and respondent; (4) an analysis of the issues as related to the facts; and (5) a decision addressing each issue alleged in the complaint.

No applicant, participant, employee, service provider or training provider will be intimidated, threatened, coerced or discriminated against because they have made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing.

### **Appeal Process:**

An appeal may be requested by contacting the Technical College System of Georgia, Office of Workforce Development, Attention: OWD Compliance Officer, 1800 Century Place N.E., Suite 150, Atlanta, GA 30305, (404) 679-1371, email: [wioacompliance@tcsge.edu](mailto:wioacompliance@tcsge.edu).

### **III. COMPLAINTS OF FRAUD, ABUSE, OR OTHER ALLEGED CRIMINAL ACTIVITY**

In cases of suspected fraud, abuse or other alleged criminal activity, you should direct your concerns to the Office of Inspector General, U.S. Department of Labor, at 1-866-435-7644 or [inspector.general@oig.ga.gov](mailto:inspector.general@oig.ga.gov).

### **IV. COMPLAINTS AGAINST PUBLIC SCHOOLS**

If the complaint is not resolved informally and it involves public schools of the State of Georgia, the grievance procedure will comply with WIOA and OCGA 20-2-1160.

### **V. NOTIFICATION OF REVISIONS/CHANGES TO POLICY AND PROCEDURE**

The Equal Opportunity Complaint and General Grievance Policy and Procedure shall be reviewed by the EEO Officer periodically for any changes that require updates in accordance to WIOA or part 29 CFR 38. The EEO Officer is responsible for updating the Policy and Procedure, forms, documentation, print or electronic media. In the event of a required policy change or revision, the EEO Officer will first notify the WorkSource Middle Georgia/MGWDB Executive Director of the changes needed. The updated policy must be presented to the Middle Georgia Workforce Development Board and the Middle Georgia Local Elected Official Board for review and approval. Policy and Procedure changes shall not take effect until the revisions have been approved by both the Middle Georgia Workforce Development Board and the Middle Georgia Local Elected Official Board.

All active participants, WorkSource Middle Georgia/MGWDB staff, One Stop partners, and other interested parties must be notified of any policy and procedure change. Active participants will be notified via regular first-class mail or electronic mail and will be documented with case notes in the electronic participant portal. WorkSource Middle Georgia/MGWDB must also update all other sources that reference the policy and procedure such as electronic media and office postings. WorkSource Middle Georgia/MGWDB must update all contracts, MOUs, and all other pertinent documents that reference compliance with the policy and procedure. WorkSource Middle Georgia/MGWDB staff will be required to attend training sessions on any updated policy and procedure changes. Additionally, WorkSource Middle Georgia/MGWDB staff are trained annually to ensure the most current policies and procedures are followed. Training session attendance is documented and maintained in the employee training file.

I CERTIFY THAT I HAVE RECEIVED A COPY OF THIS POLICY AND PROCEDURE AND UNDERSTAND THE INFORMATION PROVIDED WITHIN THIS DOCUMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



the regulation of such businesses so as to better promote or protect the safety, health, peace, security, and general welfare of the city and its residents.

That moratorium will sunset on June 02, 2026.

While, through several iterations, Staff has completed drafting the ordinance amendments, additional time is required to bring the ordinance through the consideration and adoption process. As such, Staff recommends the adoption of a resolution extending the moratorium for a period of up to 120 days.

#### **ALTERNATIVES**

Should the Mayor and City Council wish to not extend the temporary moratorium, Staff will continue its work to bring the draft ordinance amendments through the consideration and adoption process. During this time, however, new retail package liquor stores and businesses engaged in the sale of vape products, low THC oil products, tobacco products, tobacco objects, and cannabidiol products would be able to obtain business licenses and open for operation under the existing City Code.

#### **ATTACHMENTS**

1. Resolution Extending Moratorium

**STATE OF GEORGIA  
CITY OF WARNER ROBINS**

**RESOLUTION**

**WHEREAS**, the City of Warner Robins, a Georgia municipal corporation located in Houston and Peach counties, is lawfully empowered to regulate the sale of alcohol beverages and businesses substantially engaged in the sale of vape products, low THC oil products, tobacco products, tobacco objects, and cannabidiol products within its jurisdiction;

**WHEREAS**, the City of Warner Robins considers its ability and duty to regulate the sale of alcoholic beverages, vape products, low THC oil products, tobacco products, tobacco objects, and cannabidiol products as a valid, substantial, and important governmental purpose which justifies said regulation;

**WHEREAS**, the Mayor and Council of the City of Warner Robins, desire to review that portion of its ordinances relating to the process, location, and number of retail liquor package store licenses and business licenses related to the sale of vape products, low THC oil products, tobacco products, tobacco objects, and cannabidiol products to be issued within the City;

**WHEREAS**, a review of the relevant portions of the City Code, will be undertaken and will require an estimated time of 120 days to complete pursuant to state and local laws;

**WHEREAS**, during the time of said review, the governing authority desires to maintain the status quo;

**WHEREAS**, it appears to the Mayor and Council that a 120 day moratorium, as outlined herein, is in the interest of the public generally, as distinguished from those of a particular class, that the moratorium is reasonable necessary to accomplish the purposes outlined herein, and finally that such will not be unduly oppressive upon individuals; and

**NOW, THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED**, by the Mayor and Council of the City of Warner Robins, and it is so ordained by the authority

thereof, that a moratorium for the permitting of retail liquor package store licenses and business licenses related to the sale of vape products, low THC oil products, tobacco products, tobacco objects, and cannabidiol products shall be implemented as outlined herein. No applications for retail liquor package store licenses or business licenses related to the sale of vape products, low THC oil products, tobacco products, tobacco objects, and cannabidiol products within the City of Warner Robins shall be received or issued and such moratorium shall remain in effect until October 13, 2026, absent subsequent action by the governing authority. Notwithstanding the foregoing, any pending retail liquor package store license application or business license application for the sale of vape products, low THC oil products, tobacco products, tobacco objects, and cannabidiol products shall be exempt from the moratorium.

**IT IS FURTHER RESOLVED**, that the Mayor and Council of the City of Warner Robins, Georgia, take this action in their discretion after determining that such is reasonably necessary, in the interest of the public generally, and that such moratorium is designed to accomplish the purpose as outlined herein and will not be unduly oppressive upon individuals.

This 15<sup>th</sup> day of June, 2026.

**CITY OF WARNER ROBINS, GEORGIA**

By: \_\_\_\_\_  
LaRhonda W. Patrick, Mayor

Attest:

\_\_\_\_\_  
Mandy Stella, City Clerk