<table>
<thead>
<tr>
<th>Meeting Time</th>
<th>Committee</th>
<th>Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>9:00 a.m.</td>
<td>Operations and Finance Committee</td>
<td>Commissioner Bechtel - Chairman</td>
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<tr>
<td></td>
<td></td>
<td>Commissioner Lucas – Vice Chairman</td>
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<td>Commissioner Schlesinger</td>
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<td>Commissioner Shepherd</td>
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<td></td>
<td>Commissioner Watkins</td>
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<tr>
<td></td>
<td>Economic &amp; Community Development Committee</td>
<td>Commissioner Schlesinger - Chairman</td>
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<tr>
<td></td>
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<td>Commissioner Tillman – Vice Chairman</td>
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<tr>
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<td>Commissioner DeFore</td>
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<td>Commissioner Lucas</td>
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<td>Commissioner Watkins</td>
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<tr>
<td></td>
<td>Facilities and Engineering Committee</td>
<td>Commissioner Tillman - Chairman</td>
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<td></td>
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<td>Commissioner Jones – Vice Chair</td>
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<td>Commissioner Bechtel</td>
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<td>Commissioner DeFore</td>
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<td>Commissioner Shepherd</td>
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<tr>
<td>5:00 p.m.</td>
<td>Work Session- FY15 Budget Presentation</td>
<td>All Commissioners</td>
</tr>
</tbody>
</table>

Note: Depending on the amount of time required for each Committee, the meeting times are tentative. Committees may meet sooner or later than time indicated above.
Tuesday, May 13, 2014
OPERATIONS AND FINANCE COMMITTEE

Committee Members
Commissioner Bechtel - Chairman
Commissioner Lucas - Vice Chairman
Commissioner Shepherd
Commissioner Schlesinger
Commissioner Watkins
Charles Coney - Staff Contact

1. APPROVAL OF MINUTES

Subject  A. Approval of Minutes from Special Called Meeting on April 17, 2014
Meeting    May 13, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category   1. APPROVAL OF MINUTES
Access     Public
Type       Minutes

File Attachments
4-17-2014.pdf (83 KB)

Subject  B. Approval of Minutes from Meeting on April 22, 2014
Meeting    May 13, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category   1. APPROVAL OF MINUTES
Access     Public
Type       Minutes

File Attachments
4-22-2014.pdf (39 KB)

2. APPEAL BY MT. SINAI CHURCH

Subject  A. Appeal of Denial for Exemptions on the Rental Properties Owned by the Church
Meeting    May 13, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category   2. APPEAL BY MT. SINAI CHURCH
Access     Public
Type       Discussion
3. APPOINTMENT TO MACON GENERAL EMPLOYEES RETIREMENT COMMITTEE

Subject: A. A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING LAUREN BENEDICT AS THE POST SEVEN (7) CITIZEN MEMBER OF THE RETIREMENT COMMITTEE FOR DIVISION A OF THE MACON-BIBB COUNTY PENSION AND RETIREMENT SYSTEMS

Meeting: May 13, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category: 3. APPOINTMENT TO MACON GENERAL EMPLOYEES RETIREMENT COMMITTEE

Access: Public

Type: Action

File Attachments
5-13-2014 - Appointment of Lauren Benedict Macon General Employees Retirement Committee.pdf (475 KB)

4. CONSULTANT AGREEMENT FOR MID-CITY SQUARE CONCEPTUAL DESIGN

Subject: A. A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZ AND APPROVE A CONSULTING AGREEMENT BETWEEN MACON-BIBB COUNTY AND T.Y. LIN INTERNATIONAL, INC., OF FOUR THOUSAND NINE HUNDRED AND FIFTY AND 00/100 ($4,950.00) FOR PROFESSIONAL CONSULTING SERVICES FOR THE MID-CITY SQUARE CONCEPTUAL DESIGN PROJECT

Meeting: May 13, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category: 4. CONSULTANT AGREEMENT FOR MID-CITY SQUARE CONCEPTUAL DESIGN

Access: Public

Type: Action

File Attachments
5-13-2014 - TY Lin International Consulting Agreement - Mid-City Square Project.pdf (611 KB)

5. PARTIAL PORTION OF NEW STREET LANE TO BE SOLD TO ADJOINING OWNER

Subject: A. A RESOLUTION OF THE MAYOR AND THE MACON-BIBB COUNTY COMMISSION, AUTHORIZING THE MAYOR TO SELL A PARTIAL PORTION OF NEW STREET LANE CONSISTING OF 2,086 SQUARE FEET TO THE ADJOINING OWNER FOR NO LESS THAN FAIR MARKET VALUE ($29,204); AUTHORIZING THE MAYOR TO EXECUTE A QUIT CLAIM DEED AND ANY OTHER NECESSARY DOCUMENTS TO EFFECT THE SALE OF SAID PROPERTY

Meeting: May 13, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category: 5. PARTIAL PORTION OF NEW STREET LANE TO BE SOLD TO ADJOINING OWNER

Access: Public

Type: Action

File Attachments
6. SELL AND CLOSE ALLEY KNOWN AS CLIETT DRIVE TO ADJOINING OWNER

Subject: A. A RESOLUTION OF THE MAYOR AND THE MACON-BIBB COUNTY COMMISSION, AUTHORIZING THE MAYOR TO SELL AND CLOSE AN ALLEY KNOWN AS CLIETT DRIVE CONSISTING OF 18,534 SQUARE FEET TO THE ADJOINING OWNER FOR NO LESS THAN FAIR MARKET VALUE ($18,534); AUTHORIZING THE MAYOR TO EXECUTE A QUIT CLAIM DEED AND ANY OTHER NECESSARY DOCUMENTS TO EFFECT THE SALE OF SAID PROPERTY

Meeting: May 13, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category: 6. SELL AND CLOSE ALLEY KNOWN AS CLIETT DRIVE TO ADJOINING OWNER

Access: Public

Type: Action

File Attachments:
5-13-2014 - Cliett Drive to Moses Jackson.pdf (85 KB)

7. SELL A PORTION OF SECOND STREET LANE TO ADJOINING OWNER

Subject: A. A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO SELL A PORTION OF SECOND STREET LANE CONSISTING OF 2,085 SQUARE FEET TO THE ADJOINING OWNER FOR NO LESS THAN FAIR MARKET VALUE ($9,350) AND AUTHORIZING THE MAYOR TO EXECUTE A QUIT CLAIM DEED AND ANY OTHER NECESSARY DOCUMENTS TO EFFECT THE SALE OF SAID PROPERTY

Meeting: May 13, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category: 7. SELL A PORTION OF SECOND STREET LANE TO ADJOINING OWNER

Access: Public

Type: Action

File Attachments:
5-13-2014 - Second Street Lane.pdf (2,583 KB)

8. FRANCHISE TO SOUTHERN RIVERS ENERGY

Subject: A. AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION GRANTING A FRANCHISE TO SOUTHERN RIVERS ENERGY

Meeting: May 13, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category: 8. FRANCHISE TO SOUTHERN RIVERS ENERGY

Access: Public

Type: Action

File Attachments:
5-13-2014 - Franchise Ordinance with Southern Rivers Energy.pdf (1,079 KB)

9. REDUCTION OF LIEN ON 2857 MERCER UNIVERSITY DRIVE
**10. GRANTS FOR SUMMER INTERNSHIP PROGRAM**

**Subject**  
A. A RESOLUTION AUTHORIZING THE ACCEPTANCE OF TWO SUMMER 2014 GEORGIA COUNTY INTERNSHIP PROGRAM GRANTS IN THE AMOUNT OF $4,000

**Meeting**  
May 13, 2014 - OPERATIONS AND FINANCE COMMITTEE

**Category**  
10. GRANTS FOR SUMMER INTERNSHIP PROGRAM

**Type**  
Action

**File Attachments**  
5-13-2014 - Summer Internship Program Grants.pdf (4,935 KB)

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**11. AGREEMENT WITH DAVENPORT & COMPANY LLC**

**Subject**  
A. A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DAVENPORT & COMPANY, LLC FOR FINANCIAL ADVISORY SERVICES

**Meeting**  
May 13, 2014 - OPERATIONS AND FINANCE COMMITTEE

**Category**  
11. AGREEMENT WITH DAVENPORT & COMPANY LLC

**Type**  
Action

**File Attachments**  
5-13-2014 - Davenport.pdf (1,866 KB)
SPECIAL CALLED MEETING
OPERATIONS AND FINANCE COMMITTEE

MINUTES
April 17, 2014

The Operations and Finance Committee was called to order at 10:00 a.m. by Committee Chairman Gary Bechtel.

COMMITTEE MEMBERS PRESENT:
Commissioner Gary Bechtel – Chairman
Commissioner Elaine Lucas – Vice Chairman
Commissioner Scotty Shepherd
Commissioner Larry Schlesinger
Commissioner Virgil Watkins

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Mayor Pro Tem Bert Binns
Dale Walker, County Manager
Charles Coney, Asst. County Manager
Chris Floore, Assistant to the County Manager
Julie Moore, Assistant to the County Manager
Judd Drake, County Attorney
Janice Ross, Training and Events Coordinator
Jean Howard, Asst. Clerk of the Commission

NEWS MEDIA:
Jim Gaines, The Telegraph

VISITORS/GUESTS:
David P. Rose, Sr. Vice President & Manager, Davenport & Company
Courtney E. Rogers, Vice President, Davenport & Company
Cheryl L. Underwood, Senior Consultant, Independent Portfolio Consultants, Inc.

John B. Whitledge, Managing Director & Senior Institutional Consultant, IPC

Committee Chairman Bechtel called the meeting to order at 10:00 a.m. He stated that he along with Dale Walker, Mayor Reichert and David Lucas traveled to New York on March 27th to formally introduce the new consolidated government to the three National Credit Rating Agencies; Moody’s Investors Service, Standard & Poor’s Ratings Services and Fitch Ratings. Davenport & Company, LLC as the new Financial Advisor for the consolidated government escorted the Senior Staff and Elected Officials to the meetings.

1. Presentation by Davenport Investment

Committee Chairman Bechtel introduced David Rose who stated that it was important to visit the rating agencies in person since, as a new government, new ratings will be assigned. The strength of Macon-Bibb County’s ratings directly influence the cost of borrowing for future capital needs that are debt funded. The stronger the new government’s ratings, the more opportunities will arise involving refunding of existing debt obligations for debt savings purposes. The stronger the rating, the better the “message” to the outside which will lead to, potentially, more Economic Development Partners.

Mr. Rose then stated there are many factors that influence Macon-Bibb County’s credit rating. They include a sound financial position which includes, will the government operate with a structurally

April 17, 2015
balanced budget and that reserve levels are being maintained at a high level. He continued that also important is the affordable debt profile, expanding employment base and the management of the financials. Mr. Rose continued that there are things that would negatively impact the ratings: significant decline in fund reserves, deterioration of tax base, coupled with an already challenged social-economic base, and decline in liquidity due to variable rate and swap exposure. He also stated that an increase in transfers from the General Fund to Enterprises, significant declines in reserves or cash and a large tax base decline would also affect the credit rating.

Commissioner Bechtel also stated how important it was to keep our reserves intact and to continue to grow them if we hope to maintain or raise the credit ratings.

2. Presentation by Independent Portfolio Consultants

Committee Chairman Bechtel then introduced John Whitlege from the IPC Group. Mr. Whitlege reviewed the Purpose of a Master Statement of Investment Policy which is (1) to establish a clear understanding of the Trust's purpose, investment philosophy and investment goals which Macon-Bibb County's Commission and their designated representative(s) judge to be appropriate and prudent for the management of the Trust Assets, in consideration of the needs of the Trust's participants and beneficiaries and in compliance with the Public Retirement Systems Investment Authority Law and (2) to provide asset allocation and Investment Manager implementation guidelines that are most suitable to meet those goals. Mr. Whitlege reviewed the Investment Objectives which include providing coordination and efficiently with investable assets; to meet or exceed the benchmarks established for the combined portfolio and each manager over a complete market cycle; to preserve and grow principal to combat the effects of inflation and to grow assets to meet future needs of the Trust over a complete market cycle and to serve as a reference tool, an operating code and a communications link between the Commissions, consultants, Investment Managers, custodian and other professional advisers. He continued that the top three investment objectives are Long term growth of capital, income and growth to achieve a balance return on current income and growth of principal and average, annual, nominal return of 6.0%.

Ms. Underwood reviewed the responsibilities of the OPEB Trust Representatives which includes performing ongoing due diligence review and analysis of an Investment Manager's adherence to its investment style, process and philosophy; reviewing the underlying statements of investment policy, at least quarterly, to insure adherence to the policies set forth therein.

Mayor Reichert and Committee Chairman Bechtel thanked both Davenport and IPC for their presentations and stated they looked forward to a long and successful relationship.

There being no further business and on motion duly made and seconded, the meeting was adjourned.

Janice S. Ross
Training and Events Coordinator
The Operations and Finance Committee was called to order at 9:00 a.m. by Committee Chairman Gary Bechtel.

**COMMITTEE MEMBERS PRESENT:**
Commissioner Gary Bechtel – Chairman  
Commissioner Elaine Lucas – Vice Chairman  
Commissioner Scotty Shepherd  
Commissioner Larry Schlesinger  
Commissioner Virgil Watkins

**OTHERS PRESENT:**
Mayor Robert A. B. Reichert  
Mayor Pro Tem Bert Bivins  
Commissioner Mallory Jones  
Commissioner Ed DeFore  
Commissioner Al Tillman  
Sheriff David Davis  
Judd Drake, County Attorney  
Shelia Thurmond, Clerk of the Commission  
Charles Coney, Asst. County Manager  
Steve Layson, Asst. County Manager  
Chris Floore, Assistant to the County Manager  
Julie Moore, Assistant to the County Manager  
Jean Howard, Asst. Clerk of the Commission  
Janice Ross, Training and Events Coordinator  
Dale “Doc” Dougherty, Recreation  
Crystal Jones, Asst. County Attorney  
Carl Hodge – Recreation Department  
Wanzina Jackson, ECD  
Danny Thompson, Sheriff’s Office  
Doran Dvorak, County Attorney’s Office  
Ben Hubbard, Director of Human Resources  
Bel Wal, Asst. Director of Human Resources  
Maggie Lopez, ECD

**NEWS MEDIA:**
Anita Oh, 13 WMAZ  
Jim Gaines, The Telegraph  
Perry Smith, FOX 24 WGXA  
Ron Wildman, WPAG, TV

**VISITORS/GUESTS:**
Mark Stevens, Executive Director, Macon Mall  
Gene Dunwody, Dunwody Beeland

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1. Approval of Minutes

   A. Approval of Minutes from April 8, 2014

   **ACTION:**

   On Motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously with Commissioners Watkins, Lucas, and Bechtel voting in the affirmative, the minutes of the April 8, 2014 Meeting were approved.

2. Adoption of CDBG and Home Proposed Budget for FY 2015

   The following was the recommendation for adoption for the CDBG and Home Budget for FY 2015.
<table>
<thead>
<tr>
<th>PUBLIC SERVICE</th>
<th>Amount Requested</th>
<th>Amount Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boys and Girls Club</td>
<td>15,000.00</td>
<td>5,000.00</td>
</tr>
<tr>
<td>Crisis Line &amp; Safe House of Central Georgia</td>
<td>20,000.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>Family Advancement Ministries</td>
<td>85,000.00</td>
<td>4,000.00</td>
</tr>
<tr>
<td>Family Counseling Center of Central Ga.</td>
<td>20,963.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>HomeFirst</td>
<td>77,005.76</td>
<td>53,000.00</td>
</tr>
<tr>
<td>Loaves &amp; Fishes Ministries of Macon, Inc.</td>
<td>30,000.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>Voucher Program</td>
<td>25,000.00</td>
<td>20,000.00</td>
</tr>
<tr>
<td>Mentors Project of Bibb County, Inc.</td>
<td>10,000.00</td>
<td>5,000.00</td>
</tr>
<tr>
<td>River Edge Behavioral Health Center</td>
<td>6,000.00</td>
<td>2,000.00</td>
</tr>
<tr>
<td><strong>Total Public Service</strong></td>
<td><strong>287,968.76</strong></td>
<td><strong>134,000.00</strong></td>
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</table>

<table>
<thead>
<tr>
<th>REHABILITATION</th>
<th>Agencies Recommended for Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Macon – Bibb EOC</td>
<td>45,500.00</td>
</tr>
<tr>
<td>Rebuilding Macon, Inc. Volunteer Youth</td>
<td>145,000.00</td>
</tr>
<tr>
<td>Rebuilding Macon, Inc. Minor Home Repair</td>
<td>50,000.00</td>
</tr>
<tr>
<td><strong>Total Rehabilitation</strong></td>
<td><strong>240,500.00</strong></td>
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</tbody>
</table>

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<thead>
<tr>
<th>NOT RECOMMENDED</th>
<th>Agencies Not Recommended for Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Austin Smith Center Development</td>
<td>20,000.00</td>
</tr>
<tr>
<td>Depaul USA</td>
<td>25,000.00</td>
</tr>
<tr>
<td>Macon Area Habitat</td>
<td>15,000.00</td>
</tr>
<tr>
<td>Motivating Youth Foundation</td>
<td>27,280.00</td>
</tr>
<tr>
<td><strong>Total Not Recommended for Funding</strong></td>
<td><strong>87,280.00</strong></td>
</tr>
</tbody>
</table>

**ACTION:**

On Motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously with Commissioners Bechtel, Lucas, and Watkins voting in the affirmative, the Budget for CDBG and Home for FY 2015 was approved.

3. Selection of IPC as Consultant for OPEB and Adoption of Master Statement for OPEB Trust

**ACTION:**

On Motion of Commissioner Schlesinger, seconded by Commissioner Watkins and carried unanimously with Commissioners Bechtel, Shepherd, and Lucas voting in the affirmative, the resolution to Authorize and Approve the Selection of the Financial Consultant for OPEB and the Master Statement of Investment Policy for OPEB Trust was approved.

4. Acceptance of Juvenile Justice Incentive Grant

**ACTION:**

On Motion of Commissioner Schlesinger, seconded by Commissioner Lucas and carried unanimously with Commissioners Bechtel, Shepherd and Watkins voting in the affirmative, the Resolution Authorizing the Continuation and Acceptance of the Juvenile Justice Incentive Grant Not to Exceed $500,000 was approved.
5. Appointment to General Employees Pension Board

**ACTION:**

*On Motion of Commissioner Lucas, seconded by Commissioner Shepherd and carried four to one with Commissioners Bechtel, and Watkins voting in the affirmative and Commissioner Schlesinger recusing himself from the vote, * the Resolution Appointing Commissioner Scotty Shepherd and Commissioner Larry Schlesinger to the General Employees Pension Board was approved.

6. Amending ECD Budget Supplement for Demolition of 37 Houses

Commissioner Watkins addressed the Commission on his concerns regarding boarded and abandoned houses. He stated that he would like to see an investment of $300,000 made now for the demolition of the 37 houses listed to insure that 100 houses were demolished by the end of 2014. All Committee members were in agreement that abandoned houses are a problem but with the government being new and the budget process for FY2015 starting soon, it was the consensus this request should be delayed.

Mayor Reichert stated that Centenary Methodist Church, First Baptist and St. Paul Episcopal were interested in working through Habitat for Humanity to demolish houses and clear the lot and he would like to see how that process would develop before any decisions are made to budget an additional $300,000.

Commissioner Lucas stated that she would like to see a comprehensive report on a demolition plan which will include the work that Habitat for Humanity is proposing. Mayor Reichert stated that he would have the plan ready by the budget session on May 13, 2014.

**ACTION:**

*On Motion of Commissioner Lucas, seconded by Commissioner Bechtel and carried unanimously with Commissioners Shepherd, Schlesinger and Watkins voting in the affirmative, the Commission endorsed the concept of the demolition of additional houses but did not attach a budget at this time.*

7. Accepting an Immigration Compliance Policy

Doron Dvorak stated that this was a policy needed to bring Macon-Bibb County in compliance with the Federal Government regulations.

**ACTION:**

*On Motion of Commissioner Schlesinger, seconded by Commissioner Lucas and carried unanimously with Commissioners Bechtel, Shepherd, and Watkins voting in the affirmative, the Resolution Authorizing the Acceptance of an Immigration Compliance Policy was approved.*
8. Retirement Requests

ACTION:

On Motion of Commissioner Schlesinger, seconded by Commissioner Lucas and carried unanimously with Commissioners Bechtel, Shepherd, and Watkins voting in the affirmative, the retirements of Grant Faulkner, Information Technology Department, with 13 years and 6 months of service and Cliff Howard, Public Works Department, 27 years and 9 months of service, were approved.

9. Supplemental Budget Requests

ACTION:

On Motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously with Commissioners Bechtel, Lucas, and Watkins voting in the affirmative, the supplemental budget request by the Sheriff’s Office for use of Commissary funds was approved.

There being no further business and on motion duly made and seconded, the meeting was adjourned.

Sheila Thurmond, CCC
Clerk of the Commission
April 24, 2014

Board of Commissioners
601 Mulberry Street
Macon, Ga 31201

Our church has submitted documentation to the Bibb County Tax Assessors Office requesting exemption from taxation and we were informed that that office cannot actually make the determination but the Board of Commissioners could.

Enclosed you will find a copy of the letter sent to the Tax Assessors that details the situation that we, the church, are dealing with and we need your assistance.

We will look forward to hearing back from the commission at your earliest convenience.

Thanks,
Rev. Harold Crafter
April 1, 2014

Macon-Bibb County Board of Tax Assessors

In addition to the Application for Exemption from Taxation forms, we wish to submit the following information:

The apartments that our church owns were initially purchased to rid the community of blight and drug activity that was going on at the time of purchase. Since that time we have been able to renovate the units and remove persons from the units whom we found were continuing with drug activity.

Since the beginning of this initial project, we found that there were many people who were homeless and needed housing, those who were in need of food, those who were in need of counseling and those who were in need of other assistance to help get back on their feet which has included single mothers and parolees. As a result, our church has been a refuge for some and a shelter for others. In many cases, we were not receiving rental payments and the apartment complex expenses have primarily been shouldered by the church and this is a huge responsibility.

For these reasons, we are asking that the church be exempted from taxation. Our church still carries a large loan on these properties and we do not have the resources to pay the tax burden that we are being asked to pay.

Your consideration of this matter will be so greatly appreciated so we can continue to put a dent in the many needs of the community.

Rev. Harold Crafter

cc: Board of Commissioners
April 24, 2014

Mt. Sinai Baptist Church of Macon, Inc.
C/O Reverend Hal Crater
1310 Eastview Avenue
Macon, GA 31217

Re: 1124 Dennis Place; 1126 Dennis Place; 1235 Dennis Court; 1234 Dennis Court; 1222 Dennis Court; 1218 Appling Court; 1204 Dennis Court; 1207 Dennis Court; 1213 Dennis Court; 1206 Appling Court

RE: Applications for Exemption from Taxation

Dear Reverend Crater:

You recently applied for exempt status for the properties shown above. Please be informed that the properties do not meet the requirements for exempt property under GA, Code 48.5, Section 40 and 41.

The specific reason for disapproval is that GA, Code 48.5, Section 40-41(s)(s) grants exemption status to parcels which are “owned by religious groups and used only for single-family residences when no income is derived from the property.” If changes are made, you may file a new application for 2015.

If we may be of further service, please contact us at 478-621-6705.

Sincerely yours,

William C. Vaughn II
Chairman

Members of International and Georgia Associations of Assessing Officers Phone (478)621-6701 Fax (478)742-2839
MACON-BIBB COUNTY BOARD OF TAX ASSESSORS

APPLICATION FOR EXEMPTION FROM TAXATION

Please review this application, formulate your responses carefully, and provide all requested information. If the application is not complete, consideration by the Board of Assessors will be delayed and may result in the issuance of assessments, tax bills, penalties, and interest against the subject property.

The following documentation will be required to be provided with a completed application prior to consideration of the exemption by the Board of Assessors:

- Copy of the owner's IRS 501(c)(3) determination letter (if applicable);
- Documentation substantiating the date the property was first put into operation for your organization and use of the property in each year for which the exemption is to be considered. This could include: correspondence, website information, newsletters, bulletins, pictures, etc.
- One or more CURRENT photographs (taken within 30 days of the date of application or within 30 days of January 1 of the current calendar year) of the property, which at the minimum depict the property as visible from the public right-of-way; these photographs may be provided in hard-copy or digital format on a compact-disc or other media.
- Your application must be sworn and executed before and attested by a notary public.

Additional documentation may be requested should the Board of Assessors deem it necessary in order for a decision to be made. In this event, please provide the requested documentation promptly, as a failure to do so may result in denial of your application.

In order to prevent delays in the processing of your application, please write clearly and provide all requested information. If you have any questions, you may contact our office at 478-621-6701 or email lbuchanan@co.bibb.ga.us.

APPLICATION INFORMATION

DATE: 3/30/14  TAX YEAR(S): 2014-
Owner of Property (Name on Digest)  Mid South Properties, Church & Macon, Inc.
Property Address:  1218 Opechee Ct
Mailing Address:  1600 South Ave - Macon, Ga 31217
Account Number:  5003-0403  Number of Acres: 0.01
Fair Market Value:  $0  First Date of Operation:  2/7/05
A. General Nature of Operations: 

B. Check one of more of the following categories which describe the actual improvements on and/or use of the subject property:

- Unimproved Raw Land
- Gov't Owned Buildings
- Non-Profit Public Hospital
- Public Library
- Public Owned School
- Private School
- Fraternal Housing
- Non-Profit Home for the Aged
- Non-Profit Assisted Living
- Single Family Residence
- Concession Stand
- Recreation Facility
- Offices
- Meeting Halls
- Club House
- Dormitories
- Classrooms
- Pollution Control or Energy Saving Solar Equipment
- D.N.R. No. [Attach copy of certificate]
- Pantheon (Not Renovated)
- Church / Temple
- Shrine
- Church Administration Building
- Perpetual Care Cemetery Office
- Parking Lot
- OTHERS (Specify)

C. Is the property itself (land & buildings) dedicated to charity? (Check Yes or No) ☐Y ☐N

Is the property itself (land & buildings) used exclusively as an institution of public charity? (Check Yes or No) ☐Y ☐N

Please explain and list the specific uses of the property:

D. Was the property in use on January 1 of this year as an institution of public charity? (Check Yes or No) ☐Y ☐N

B. Was the property in use on January 1 of this year as a place of religious worship? (Check Yes or No) ☐Y ☐N

F. Was the property owned by a historical fraternal benefit association on January 1 of this year? (Check Yes or No) ☐Y ☐N

If the answer is YES, is the property used exclusively for charitable, fraternal, and benevolent purposes? (Check Yes or No) ☐Y ☐N

Please explain and list the specific charitable, fraternal, and benevolent purposes for which the property is used:

1335162-13-9
G. To whom are the facilities available? **Public**

H. Is income received from All or any portion of the above property? (Check Yes or No) ☑ YES ☐ NO

1. All or a portion of the property? ___________ If only a portion, what percentage of the property is used to generate income? ___________ See accompanying letter.

2. What is the nature and annual amount of the income? ________________________________

3. How is the income used? Maintain all properties.

4. Over the past 12 months, what percentage of the income received from the property was used to benefit the general public? ________________________________

5. Over the past 12 months, what percentage of the income received from the property was used for the property owner's purposes? ________________________________

I. Does the property owner have dues-paying members? (Check Yes or No) ☑ YES ☐ NO

If the answer is YES, are dues-paying members entitled to free use of the property and any buildings on the property? (Check Yes or No) ☑ YES ☐ NO

J. Are members of the general public required to pay a rental fee to use the property and any buildings on the property? (Check Yes or No) ☑ YES ☐ NO

If the answer is YES, what rental fee is the general public required to pay to use the property and any buildings on the property? ________________________________

What are these rental fees used for? ________________________________

K. Does the property owner currently hold IRS 501(c)(3) or other federal tax-exempt status? (Check Yes or No) ☑ YES ☐ NO

If the answer is YES, the property owner must submit proof when filing this application.

L. Does the property owner have a charter, bylaws, articles of incorporation or articles of organization? (Check Yes or No) ☑ YES ☐ NO

If the answer is YES, does the charter or other operating document declare the property owner to be a charitable institution and that no income derived will accrue to the benefit of a private person? (Check Yes or No) ☑ YES ☐ NO
M. If the property, or part of the property is a vacant lot, do any activities occur on the
premises? If yes, specify the nature of activities, and how often they occur, using specific
dates if use is irregular or not pursuant to a schedule. 8/15

________________________

I, ________________________ (name), do hereby certify and swear or affirm that the information
I have provided and/or caused to have prepared in support of this application is true and correct to
the best of my knowledge.

Signature ____________________________ Date 3/30/11

Printed Name and Title ____________________________

So sworn and subscribed before me
this 30 day of March, 2011.

________________________
Notary Public

APPLICATION PREPARED BY: Name JUDY HOPKINS

Mailing Address (if different than provided above) ______________

City ____________ State GA Zipcode 31717

Phone 478 715-4001 Fax ( )

E-Mail mmshot11@gmail.com

__________

THIS PORTION TO BE COMPLETED BY TAX ASSESSORS' OFFICE

DATE RECEIVED IN OFFICE: ____________ APPROVED _____ DISAPPROVED _____

EXEMPT ACCOUNT NO.: ____________

________________________

Signatures of Assessors
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<th>Owner Information</th>
<th>Year/Bill No</th>
<th>Parcell</th>
<th>Balance</th>
<th>Mortgage Code</th>
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</tbody>
</table>

Bibb County
Sfa Hq
501 Mulberry Street Macon, GA 31201
Phone Number: (478) 621 - 6400

You are visitor 632044 since 1/30/2004

$0


4/2/2014
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING LAUREN BENEDICT AS THE POST SEVEN (7) CITIZEN MEMBER OF THE RETIREMENT COMMITTEE FOR DIVISION A OF THE MACON-BIBB COUNTY PENSION AND RETIREMENT SYSTEMS; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that pursuant to Section 8.1 of the Macon-Bibb County Pension and Retirement System, Division A (1972 GA Laws, Page 3152), as amended, Lauren Benedict is hereby appointed as the Post Seven (7) Citizen Member of the Retirement Committee for Division A of the Macon-Bibb County Pension and Retirement Systems. This appointment shall be to complete the term of office which began on 4-1-12 and ends on 3-31-16.

SO RESOLVED this ____ day of ____________, 2014.

________________________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

________________________________________
SHELIA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE AND APPROVE A CONSULTING AGREEMENT BETWEEN MACON-BIBB COUNTY AND T.Y. LIN INTERNATIONAL, INC., OF FOUR THOUSAND NINE HUNDRED AND FIFTY AND 00/100 ($4,950.00) FOR PROFESSIONAL CONSULTING SERVICES FOR THE MID-CITY SQUARE CONCEPTUAL DESIGN PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County has adopted a resolution authorizing the acquisition of rights-of-way for the construction of Mid-City Square at the intersection of Pine and Second Streets; and

WHEREAS, Macon-Bibb County desires to engage a consultant to provide professional consulting services related to preparing a photo rendering and a hand drawn birds-eye perspective rendering of Mid-City Square; and

WHEREAS, T.Y. Lin International, Inc., is a global, multi-disciplinary engineering services firm, with an office located in Atlanta, Georgia; and

WHEREAS, T.Y. Lin International, Inc., uses a cross-disciplined approach to achieve a balance between the needs of the client, the impact on the community, and the surrounding environment; and

WHEREAS, T.Y. Lin International, Inc., has many areas of expertise including working with local municipalities, transportation authorities, architecture and engineering firms, contractors, special government districts, etc., in preparing conceptual designs for projects across a broad spectrum of scales and disciplines; and

WHEREAS, T.Y. Lin International, Inc., has previously worked on several projects in the Macon-Bibb County area including, but not limited to, the Little Richard Penniman Connector, the Cherry Street to Poplar Street Vision area and improvements along 2nd Street; and

WHEREAS, T.Y. Lin International has also completed similar projects such as the South Lake Shore Drive (US-41) reconstruction in Chicago, Illinois, the University of Rochester IPD in the Town of Brighton and City of Rochester, New York, the Wacker Driver Reconstruction project in Chicago, Illinois and Novena Square in Singapore; and

WHEREAS, T.Y. Lin International has been demonstrated to possess the experience, expertise and qualifications necessary to successfully perform the tasks necessary for the Mid-City Square Project Conceptual Design; and

WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of the Macon-Bibb County.
NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Mayor is authorized to execute an agreement with T.Y. Lin International, Inc., for the City of Macon Mid-City Square Project Conceptual Design which will include a master site plan – photo rendering in digial format of Mid-City Square and a bird's eye perspective rendering – hand drawn over aerial photograph, in the amount of FOUR THOUSAND NINE HUNDRED FIFTY and 00/100 DOLLARS ($4,950.00) to be paid from SPLOST funds in substantially the same form as attached hereto as Exhibit "A".

SO RESOLVED this ___ day of ____________, 2014.

______________________________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

SHEILA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MAYOR AND THE MACON-BIBB COUNTY COMMISSION, AUTHORIZING THE MAYOR TO SELL A PARTIAL PORTION OF NEW STREET LANE CONSISTING OF 2,086 SQUARE FEET TO THE ADJOINING OWNER FOR NO LESS THAN FAIR MARKET VALUE ($29,204); AUTHORIZING THE MAYOR TO EXECUTE A QUIT CLAIM DEED AND ANY OTHER NECESSARY DOCUMENTS TO EFFECT THE SALE OF SAID PROPERTY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, O.C.G.A. § 32-7-3 authorizes Macon-Bibb County to close and dispose of a public road pursuant to the procedure set forth in O.C.G.A. § 32-7-4 when Macon-Bibb County determines that it is no longer needed for public road purposes because of changed conditions, and that closing said road is in the public interest; and

WHEREAS, the Macon-Bibb County Hospital Authority seeks to purchase and close only that portion of New Street Lane which is bounded on both sides by property owned by the Macon-Bibb County Hospital Authority, as shown on Exhibit A, and does not seek to close any portion of New Street Lane that is bounded by property owned by others,

WHEREAS, that portion of New Street Lane, as shown on Exhibit B, is not used by the public as a thoroughfare; and

WHEREAS, the Macon-Bibb Hospital Authority has submitted a petition along with the nonrefundable attorney/engineering fees to Macon-Bibb County to abandon and sell the portion of New Street Lane that runs from Hemlock Street to Hemlock Street Lane that is bounded on both sides by property owned by the Macon-Bibb Hospital Authority; and

WHEREAS, the Mayor and Macon-Bibb County Commission find that said portion of New Street Lane is not needed for public road purposes and that abandoning and disposing of it is in the public interest, as it facilitates the enjoyment of the highest and best use of the abutting property.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to abandon and sell a portion of New Street Lane, shown on Exhibit B, to the adjoining owner for no less than fair market value as determined by the Macon-Bibb County Tax Assessors Office ($29,204), in accordance with O.C.G.A. § 32-7-4, and to execute quit claim deeds or any other documents necessary to complete this transaction.
A RESOLUTION OF THE MAYOR AND THE MACON-BIBB COUNTY COMMISSION, AUTHORIZING THE MAYOR TO SELL A PORTION OF SECOND STREET LANE CONSISTING OF 2,085 SQUARE FEET TO THE ADJOINING OWNER FOR NO LESS THAN FAIR MARKET VALUE ($9,350); AUTHORIZING THE MAYOR TO EXECUTE A QUIT CLAIM DEED AND ANY OTHER NECESSARY DOCUMENTS TO EFFECT THE SALE OF SAID PROPERTY; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 32-7-3 authorizes Macon-Bibb County to close and dispose of a public road pursuant to the procedure set forth in O.C.G.A. § 32-7-4 when Macon-Bibb County determines that it is no longer needed for public road purposes because of changed conditions, and that closing said road is in the public interest; and

WHEREAS, Bryan Nichols of Poplar Street Lofts, LLC and Taste N See seeks to purchase and close Second Street Lane which is bounded on by property owned by Popular Street Lofts, LLC and Metier LLC, as shown on Exhibit "A"; and

WHEREAS, Second Street Lane, as shown on Exhibit "A", is opened and accessible for use by the public as a thoroughfare, signs were posted on both ends of the roadway for thirty (30) days and three comments were received objecting to the closure, as shown on Exhibit "B"; and

WHEREAS, the three individuals who raised objections were given the date, time and location of the Macon-Bibb County Commission meeting so that they could voice their objections in person; and

WHEREAS, Bryan Nichols of Poplar Street Lofts, LLC and Taste N See has submitted a petition along with the nonrefundable attorney/engineering fees to Macon-Bibb County to abandon and sell Second Street Lane that runs from Poplar Street to Poplar Street Lane that is bounded on both sides by property owned by Poplar Street Lofts, LLC and Metier, LLC; and

WHEREAS, Metier, LLC has consented to the closing and abandonment of Second Street Lane as shown on Exhibit "A"; and

WHEREAS, the Mayor and Macon-Bibb County Commission find that said portion of Second Street Lane is not needed for public road purposes and that abandoning and disposing of it is in the public interest, as it facilitates the enjoyment of the highest and best use of the abutting property.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to abandon and sell a portion of Second Street Lane, shown on Exhibit "A", to the adjoining owner for no less than fair market value as determined by the Macon-Bibb County Tax

S:\LowRES MACON-BIBB\2014 Second Street Lane to Taste N See.doc
Assessors Office ($9,350), in accordance with O.C.G.A. § 32-7-4, and to execute quit claim deeds or any other documents necessary to complete this transaction.

**BE IT FURTHER RESOLVED** that, contingent on such sale, said portion of Second Street Lane is hereby closed and abandoned.

**BE IT FURTHER RESOLVED** that should Macon-Bibb County fail to sell this portion of Second Street Lane for no less than fair market value, said road shall not be closed or abandoned, but shall remain Macon-Bibb County property.

**SO RESOLVED** this ___ day of ______________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

SHELIA THURMOND, CLERK OF COMMISSION
PETITION TO CLOSE AN ALLEY OR STREET
CITY OF MACON, GEORGIA

GEORGIA
BIBB COUNTY

Re: 2nd Street Lane
(Name of Alley/Street)

I, Bryan Nichols 291-0708, Petitioner, owning property located at
546 Appling St.
in Macon, Bibb County, Georgia am desirous of having the above-referenced
alley/street abutting said property closed and am desirous of purchasing the portion
of the alley/street abutting my property for its fair market value as determined by
the Macon-Bibb County Tax Appraiser.

This 31 day of December, 2013.

[Signature]
Petitioner

[Address]

Macon, GA 31201
City, State, Zip Code

The following persons are landowners who abut said street/alley who by affixing
their signatures below consent to the closing and abandonment of the
aforementioned alley/street. Copies of their deeds are attached hereto.
Landowners desirous of purchasing their abutting portion of the alley/street
shall indicate their desire to purchase by filling out a separate “Request to
Purchase Form” obtainable in the City Attorney’s Office.

<table>
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<th>Property Owner (print name)</th>
<th>Signature</th>
<th>Address</th>
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<tr>
<td>Metro LLC</td>
<td>[Signature]</td>
<td>552 Poplar St Macon, GA 31201</td>
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<tr>
<td>Poplar Street LLC</td>
<td>[Signature]</td>
<td>546 Appling St Macon, GA 31201</td>
</tr>
</tbody>
</table>

EXHIBIT
A
Second Street Lane

All that tract or parcel of land lying and being in Old City Square 42, Macon, Bibb County, Georgia, and being a portion of a ten foot (10') alley known as Second Street Lane and being more particularly described as follows:

All of the ten foot (10') alley known as Second Street Lane running from Poplar Street in a southwesterly direction to its intersection with Poplar Street Lane.

Tract described herein is 10' wide and 208.5' long and contains approximately 2,085 square feet, and is shown shaded green on the attached sketch.
January 28, 2014

Judd Drake  
City Attorney  
City of Macon  
700 Poplar Street  
Macon, Georgia  31201

Mr. Drake:

In accordance with our agreement, I have inspected 0.0477 acres of closed alley located between 546 and 522 Poplar Street in Macon, Bibb County, Georgia. The purpose of my inspection was to estimate the market value of the 0.0477 acres as of January 16, 2014 for purchase negotiations.

Based on survey, the closed portion of the alley is 10 feet wide at both ends, and runs a length of from 207.81 feet to 207.79 feet, or 208.80 feet average. The land area under appraisal is 2,078 sq. ft., or 0.0477 acres. The alley and adjoining properties are shown on a plat of survey reproduced on Page 13.

Due to the property’s narrow 10 foot width, it does not have an economic use as standing alone. Its value will be based on its assemblage with one of the two adjoining tracts, or larger parcels. The term “Larger Parcel” will be defined and discussed on Page 10.

This report is comprehensive and is presented in the summary reporting format as described in the revised Uniform Standards of Professional Appraisal Practice (USPAP). All three value methods will be considered in this report, however the Cost and Income methods will be omitted as neither apply to the valuation of vacant land in the Central Business District (CBD) of Macon, Georgia.

I have conducted this appraisal in accordance with generally accepted appraisal standards. In my opinion the report presents fairly, in all material respects, the most probable sales price of the property as of the effective date.
A RESOLUTION OF THE MAYOR AND THE MACON-BIBB COUNTY COMMISSION, AUTHORIZING THE MAYOR TO SELL AND CLOSE AN ALLEY KNOWN AS CLIETT DRIVE CONSISTING OF 18,534 SQUARE FEET TO THE ADJOINING OWNER FOR NO LESS THAN FAIR MARKET VALUE ($18,534); AUTHORIZING THE MAYOR TO EXECUTE A QUIT CLAIM DEED AND ANY OTHER NECESSARY DOCUMENTS TO EFFECT THE SALE OF SAID PROPERTY; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 32-7-3 authorizes Macon-Bibb County to close and dispose of a public road pursuant to the procedure set forth in O.C.G.A. § 32-7-4 when Macon-Bibb County determines that it is no longer needed for public road purposes because of changed conditions, and that closing said road is in the public interest; and

WHEREAS, Moses Jackson seeks to purchase and close Cliett Drive which is bounded on both sides by property owned by Moses Jackson, as shown on Exhibit “A”. Cliett Drive is bounded by property owned by Macon-Bibb County noted as 591 on the same exhibit. However, that property is used in essence as a detention pond, is surrounded by a fence and the sole gated entrance to the property is on Key Street; and

WHEREAS, Cliett Drive, as shown on Exhibit “B”, was intended to provide access to eight (8) lots, was never opened or put into use and none of the lots were ever developed. It has never been used by the public as a thoroughfare, Moses Jackson has owned the property enclosed in yellow for years, and he has recently acquired the property enclosed in pink; and

WHEREAS, the Macon-Bibb County Engineering Department notes that Moses Jackson is in the process of constructing an automotive repair business, that Cliett Drive is an unopened wooded right-of-way and they know of no interest the government would have in retaining the property; and

WHEREAS, the Macon-Bibb County Board of Tax Assessors have determined the land should be valued at $1.00 per square foot for a total of eighteen thousand five hundred thirty-four dollars ($18,534.00) as shown on Exhibit “C”.

WHEREAS, the Mayor and Macon-Bibb County Commission find that said Cliett Drive is not needed for public road purposes and that abandoning and disposing of it is in the public interest, as it facilitates the enjoyment of the highest and best use of the abutting property.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to abandon and sell Cliett Drive, shown on Exhibits “A” and “B”, to the adjoining owner for no less than fair market value as determined by the Macon-Bibb County Tax
Assessors Office ($29,204), in accordance with O.C.G.A. § 32-7-4, and to execute quit claim deeds or any other documents necessary to complete this transaction.

**BE IT FURTHER RESOLVED** that, contingent on such sale, Cliett Drive is hereby closed and abandoned.

**BE IT FURTHER RESOLVED** that should Macon-Bibb County fail to sell Cliett Drive for no less than fair market value, said road shall not be closed or abandoned, but shall remain Macon-Bibb County property.

**SO RESOLVED** this ____ day of ______________, 2014.

__________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
SHEILA THURMOND, CLERK OF COMMISSION
PETITION TO CLOSE AN ALLEY OR STREET
CITY OF MACON, GEORGIA

GEORGIA
BIBB COUNTY

Re: [Name of Alley/Street]

I, Moses Jackson, Petitioner, owning property located at 3641 54th Street in Macon, Bibb County, Georgia am desirous of having the above-referenced alley/street abutting said property closed and am desirous of purchasing the portion of the alley/street abutting my property for its fair market value as determined by the Macon-Bibb County Tax Appraiser.

This [day of] [month], 201[year].

[Signature]

Petitioner

2635 Gov. MacDonald Lane
Macon, GA 31210

The following persons are landowners who abut said street/alley who by affixing their signatures below consent to the closing and abandonment of the aforementioned alley/street. Copies of their deeds are attached hereto. Landowners desirous of purchasing their abutting portion of the alley/street shall indicate their desire to purchase by filling out a separate “Request to Purchase Form” obtainable in the City Attorney’s Office.

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<th>Property Owner</th>
<th>Signature</th>
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</thead>
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<tr>
<td>Moses Jackson</td>
<td>[Signature]</td>
<td>2635 Gov. MacDonald Lane</td>
</tr>
</tbody>
</table>

F:\tty\UT\Property\Procedures\Alley closing procedures Rev 8-14-12 (ex-petition).doc
WARRANTY DEED

GEORGIA, BIBB COUNTY

FOR AND IN CONSIDERATION OF THE SUM OF One Hundred Dollars and other valuable considerations, in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned

Franky Dumas

of Bibb County, Georgia (hereinafter referred to as "Grantor"), hereby conveys unto

Moses K. Jackson

of Bibb County, Georgia (hereinafter referred to as "Grantee"), his heirs, executors, administrators and assigns, the following described property, IN FEE SIMPLE, together with all improvements located thereon, to wit:

All that tract or parcel of land lying and being in Land Lot 36 of the Macon Reserve West of Bibb County, Georgia being designated as Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, and Lot 10 in a subdivision for Lonnie C. Cliett as shown upon a plat of record in Plat Book 40, Page 123, Clerk’s Office, Bibb Superior Court. Said plat is referred to for the purpose of a more complete and accurate description and incorporated herein by reference thereto.

This is the same property described in Deed Book 220, Page 481, said Clerk’s Office.

TO HAVE AND TO HOLD UNTO the said Grantee, said lot of land and all appurtenances thereto and improvements thereon forever, in Fee Simple.

Grantor: covenants to be lawfully seized and possessed of said described premises, and, have a good title thereto, and right to convey the same and that the same is unencumbered.

Grantee: warrants the title to said described premises unto Grantee against the lawful claims of all persons whomsoever.

IN WITNESS OF ALL of which, the undersigned have set their hand and seal, this the 15th day of November, 2013.

Signed, sealed and delivered in the presence of:

[Signature]

Witness

Notary Public

V. JAMES ADAMS III

NOTARY PUBLIC • GEORGIA

BIBB COUNTY
GEORGIA, BIBB COUNTY

GENERAL WARRANTY DEED

WITNESSETH:

That for and in consideration of the sum of One Hundred and No/100 ($100.00), Dollars and other valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned,

HORTON AUTOMOTIVE, LLC

(herinafter referred to as "Grantor"), hereby conveys unto

MOSES K. JACKSON

(herinafter referred to as "Grantee"), his, her or their heirs and assigns, or its successors and assigns, as the case may be, IN FEES SIMPLE, the following, together with all improvements thereon:

All that tract or parcel of land situate, lying and being in the State of Georgia more particularly described on Exhibit "A" attached hereto and by this reference thereto incorporated herein.

Grantor WARRANTS the title to said property unto Grantee, his, her or their heirs and assigns, or its successors and assigns, as the case may be, against the lawful claims of all persons whomsoever.

Witness Grantor's hand and seal, this 23rd day of August, 2004.

[Signature]

Notary Public

KATHRYN S. CLARK
Notary Public
STATE OF GEORGIA
My Comm. Ex. 11/29/07

PAGE 1 OF 3
Exhibit "A"

All that tract or parcel of land situate, lying and being in Bibb County, Georgia, in the City of Macon, being known and distinguished as Tract "A", containing 4.0 acres, being more particularly described according to plat prepared by James R. McDougald, RLS No. 2702, dated March 18, 2004 filed for record in Plat Book 91, Page 364, Clerk's Office, Bibb Superior Court, which said plat is by this reference thereto incorporated herein for the purpose of a more particular and accurate description of said Tract "A" hereby conveyed.

There are improvements located thereon known under the present system of numbering as 3086 Mercer University Drive / 700 Henderson Drive, Macon, Georgia designated as part of Tax Map Parcel No. 081-147.

The property hereinafore described and conveyed is a portion of the property conveyed to Horton Automotive, LLC by Huckabee Auto Company by Warranty Deed dated July 12, 2000 and recorded in Deed Book 4709, Page 209, Clerk's Office, Bibb Superior Court.
ATTACHMENT 6A

JESSE COPELAN, JR., P.C.
ATTORNEY AT LAW
EATONTON, GEORGIA

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF PUTNAM

THIS INDENTURE, Made this day of , 2004, between HORTON AUTOMOTIVE, LLC, as party of the first part, hereinafter called Grantor, and MOSES JACKSON, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land, lying and being in Land Lots 36 and 37, Macon Reserve West, Bibb County, Georgia, containing 3.01 acres, more or less, designated as Tract "B" on the certain property survey prepared by James R. McDougald, RLS No. 2702, dated March 18, 2004 and recorded in Plat Cabinet , Plat Book , Slide , page Clerk's Office, Bibb County Superior Court and incorporated herein.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed & delivered in the presence of:

Horton Automotive, LLC

By ____________________________  M.M.
Title: President

By ____________________________ (Seal)
Title: Secretary

[Seal]
CANCELATION OF SECURITY DEED

BIBB COUNTY, GEORGIA

The indebtedness referred to in that certain Deed to Secure Debt from Fred A. Denson, Jr. and Elizabeth F. Denson to First Liberty Bank dated February 20, 1986 of record in Deed Book 4148, Page 313, in the Office of the Clerk of the Superior Court of BIBB County, having been paid in full and the undersigned being the present record holder and owner of such deed, the Clerk of such Superior Court is authorized and directed to cancel that deed of record.

IN WITNESS WHEREOF, the undersigned has set its hand and seal, this 7th day of September, 2004.

Branch Banking & Trust Company
via First Liberty Bank

[Signature]
Title: Vice President

[Signature]
Title: U.S.

(BANK SEAL)

Signed, sealed and delivered on the date above

WITNESS

NOTARY PUBLIC
My Commission Expires: July 8, 2006

[Seal]
My employment and payment of the agreed upon fees are not contingent or conditional upon producing a specified value, a value within a given range, the approval of a bank loan, or the closing of a sale. Any of these conditions are considered to be contingency fee agreements, and are not allowed under the USPAP in the appraisal of real estate.

I did not observe hazardous waste or environmental problems at time of my inspection, however the property has been used for light industrial purposed in the past. Please note that I am not qualified to perform an environmental audit above a Phase 1, and a qualified environmental professional should be consulted if contamination is suspected.

The market value of the 0.0477 acre subject property as part of the Larger Parcel as of January 16, 2014 is:

<table>
<thead>
<tr>
<th>MARKET VALUE OF 0.0477 ACRES</th>
</tr>
</thead>
<tbody>
<tr>
<td>AS PART OF THE LARGER PARCEL</td>
</tr>
<tr>
<td>JANUARY 16, 2014</td>
</tr>
<tr>
<td>$9,350.00</td>
</tr>
<tr>
<td>NINE THOUSAND THREE HUNDRED</td>
</tr>
<tr>
<td>FIFTY DOLLARS</td>
</tr>
</tbody>
</table>

If you have any questions concerning the development of the value above, or the contents of this report, please contact me.

Best regards,

Gary L. Stroup, SRA
Georgia Certified General
Real Property Appraiser No. 295

File: 14-4003poplastreelafay
SUMMARY OF IMPORTANT DATA AND CONCLUSIONS

Parcel Address: Poplar Street, Macon, Georgia 31201

Location: South side of Poplar Street between the properties known as 546 Poplar Street and 552 Poplar Street, and extending back to Poplar Street Lane in Macon, Bibb County, Georgia.

Owner: City of Macon

Property Rights Appraised: Fee Simple Estate

Purpose & Function of the Appraisal: Estimate market value to assist in negotiating a sales price.

Date of Inspection: January 16, 2014

Effective Date of Value: January 16, 2014

Zoning: CBD-1, Central Business District 1

Larger Parcel Land Size: 0.2157 Acres

Subject Tract Land Size: 0.0477 Acres

Improvements: Poured concrete and drainage improvements in the alley, but nothing structural.

Highest and Best Use: Assemblage for Retail

VALUE INDICATIONS

Market Value by Cost Approach: Not applicable
Market Value by Income Capitalization: Not applicable
Market Value by Sales Comparison: $9,350.00

Market Value: $9,350.00
CERTIFICATION

I certify that, to the best of my knowledge and belief, ...

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

3. I have no past, present or prospective interest in the appraised property, and have no bias with respect to the parties involved. I have not provided appraisal services on the appraised property during the 3 years prior to accepting this appraisal assignment.

4. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

5. To the best of my knowledge and belief, my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute, the Uniform Standards of Professional Appraisal Practice, the Georgia Real Estate Appraiser Classification & Regulation Act, and the Rules & Regulations of the Georgia Real Estate Appraisers Board.

6. The use of this report is subject to the requirements of The Appraisal Institute relating to review by its duly authorized representatives.

7. As of the date of this report, Gary L. Stroup has completed the requirements of the continuing education program of The Appraisal Institute and the State of Georgia.

8. I have made a personal inspection of the property that is the subject of this report, and I am in compliance with the competency provision of the USPAP.

9. No one provided significant professional assistance to the persons signing this report. The exception would be any indication of other value components, allotments, or land type breakdowns which were previously indicated in this report.

10. I have formed an opinion of value as of a specified time only.

Gary L. Stroup, SRA
Georgia Certified General
Real Property Appraiser No. 295
LIMITING CONDITIONS

This appraisal is made subject to the following:

1. That the legal description is correct.

2. No responsibility is assumed for matters legal in character, nor is any opinion rendered as to title, which is assumed to be good and marketable. Any existing liens or encumbrances have been disregarded, and the property is appraised as free and clear and under competent management unless otherwise stipulated in this report.

3. Any sketches appearing in this report are for illustrative purposes only and do not carry any legal responsibility as to size, scale, or dimensions.

4. Information furnished by others is assumed to be correct and reliable but is not guaranteed by the appraisers, nor is responsibility for this data accepted.

5. Possession of this report does not carry with it the right to publication, nor may it be used for any purpose by anyone but the recipient without the written consent of the appraisers.

6. Furthermore, any representations contained herein are not made for the purpose of inducing reliance or actions there upon by third parties who are not a party to this agreement or who have requested this appraisal. Those not in privity with the undersigned rely upon any representations contained herein only at their own peril.

7. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, with reference to the property in question, unless arrangements have previously been made. In the event prior arrangements have been made and accepted by the appraiser then the date of value used herein may possibly be the date of a hearing or trial; the appraisers reserve the right to consider and evaluate additional data that become available between the date of this report and the date of trial and to make any adjustments to the value opinions that may be required.

8. Distribution between land, buildings, and furniture, fixtures, and equipment as reported applies only under current utilization and must not be used in any other manner.

9. This valuation must not be used in conjunction with any other appraisal. Also, the valuation is predicated specifically on a certain date after which such valuation could change.

10. It is assumed there are no unapparent conditions of the property, subsoil, minerals, or structures which would render it more or less valuable than comparable properties.
LIMITING CONDITIONS

11. The appraiser is not qualified to detect such substances as asbestos, radon gas, PCB, ureaformaldehyde, foam insulation, or any other toxic, hazardous, or contaminated substances which may be considered hazardous or potentially hazardous. Unless otherwise stated in this report, the existence of such above mentioned materials was not observed by the appraisers or taken into consideration in this report. The appraiser has no knowledge of the existence of such material on the property to include land and all improvements. If such substances were present, it could affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. If concerned with the existence of such substances, the appraisers urge the client to retain the service of a qualified, independent engineer or contractor to determine the existence and the extent of any hazardous materials, as well as the cost associated with any required or desired treatment or removal thereof.

12. Financial projections are based on information and data as of the date of inspection. No guarantee as to future supply, demand or rental rates can be made as unforeseen events may occur.

13. The appraiser has personally inspected the subject property and finds no obvious evidence of structural deficiencies except as stated in this report; however, no responsibility for hidden defects or conformity to specific governmental requirements for hidden defects or conformity to earthquake, or occupancy codes, can be assumed without provision of specific professional or governmental inspections.
QUALIFICATIONS OF GARY L. STROUP, SRA

Professional Designations - Appraisal Institute

SRA Member

State of Georgia Certification, Classification and Number

Georgia Certified General Real Property Appraiser No. 295

Education

Georgia College & State University - BBA - Accounting/Marketing - 1983

Work Background

Stroup Valuations, Inc., Macon, Georgia - President & R/E Appraiser - 4/04 to Present
Georgia Associated Services; Warner Robins, Georgia - R/E Appraiser - 10/86 to 3/89.
Morris State Bank & Georgia Federal Bank; Dublin, Georgia - Vice Pres. - 7/83 to 10/86.

Professional & Civic Offices

President - Appraisal Institute - Middle Georgia Chapter - 1993
Treasurer - Coastal Conservation Association - Macon Chapter - 2008 to 2012
Treasurer - First Baptist Church of Macon - 2009 to 2012
Chair of Money Counting Committee - First Baptist Church
Member - Sertoma Club of Macon
Past Member - Exchange Club of Macon

Court Testimony - Expert Witness

Probate Court, Bibb & Houston County
Superior Court, Baldwin, Bibb, Bulloch, Houston, Jones, Monroe, Troup, Putnam Co.
Bankruptcy Court, Middle District, Macon & Columbus
Macon-Bibb County & Gray-Jones County Planning & Zoning Commissions
Special Master, Bibb & Green County

Education Certification

As of the date of the report, Gary L. Stroup has completed the requirements of the continuing
education program of the Appraisal Institute and the State of Georgia.
# SECOND STREET LANE, FROM POPLAR STREET TO POPLAR STREET LANE
## PETITION TO CLOSE ALLEY

<table>
<thead>
<tr>
<th>DATE</th>
<th>NAME</th>
<th>ADDRESS</th>
<th>PHONE</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/16/2014</td>
<td>Edward Grant</td>
<td>576 Poplar Street, Macon, GA</td>
<td>(478) 978-7021</td>
<td>(1) Against closing the alley giving property away to the owners on both sides (2) alley can be used for walking and biking (3) It is the only alley between Second &amp; Third Street (4) We should wait until the Master Plan is completed for the downtown area</td>
</tr>
<tr>
<td>4/21/2014</td>
<td>Jeff Bean</td>
<td>325 Cotton Avenue, Macon, GA</td>
<td>(203) 247-3141</td>
<td>Opposed to closing of Second Street</td>
</tr>
<tr>
<td>04/23/2014</td>
<td>Ronnie Nelson</td>
<td>1987 Cedar Street, Macon, GA</td>
<td>(478) 258-6984</td>
<td>He does not want the alley closed to the public</td>
</tr>
</tbody>
</table>
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION GRANTING A
FRANCHISE TO SOUTHERN RIVERS ENERGY; AND TO PROVIDE FOR OTHER
LAWFUL PURPOSES.

WHEREAS, by virtue of Article IX, Section III, Paragraph II of the Constitution of
Georgia, Ga. Law 2012 page 5595, and Ga. Laws 2013, pages 3501, 3942, and by virtue of the
will of the people in a referendum held on July 31, 2013 there is to be a consolidated local
government known as “Macon-Bibb County”; and

WHEREAS, pursuant to Section 11(b)(8) of the Macon-Bibb County Charter, Macon-
Bibb County has the authority to grant franchises to public utility companies; and

WHEREAS, both Macon-Bibb County and the Southern Rivers Energy find the GMA
approved model franchise agreement to be acceptable for the establishment of a new ordinance
governing Southern River Energy’s use of public rights-of-ways in Macon-Bibb County; and

WHEREAS, the amendments contained herein would benefit and promote the health,
safety, morals and welfare of the citizens of Macon-Bibb County.

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

Section 1.

The Ordinance Granting Franchise to Southern Rivers Energy attached hereto and made a
part hereof as Exhibit “A” is hereby adopted and enacted, but shall not be published within the
Code of Ordinances of Macon-Bibb County, Georgia.

Section 2.

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

Section 3.

(a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all
sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon
their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and
constitutional.

(b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to
the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of
this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this
Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4.

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

Section 5.

This Ordinance shall become effective June 1, 2014.

SO ORDAINED this ___ day of ____________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

SHEILA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO REDUCE THE AMOUNT OF A LIEN PLACED ON PROPERTY LOCATED AT 2857 MERCER UNIVERSITY DRIVE DUE TO DEMOLITION COSTS INCURRED BY MACON-BIBB COUNTY IN THE AMOUNT OF $13,605.81; AND FOR OTHER PURPOSES.

WHEREAS, in January 2011, Corner Stone Missionary Baptist Church, located at 2857 Mercer University Drive, discovered major structural damage to the roof of the church; and

WHEREAS, the sanctuary of the building was determined an imminent hazard and closed for use at that time; and

WHEREAS, the church filed a claim with their property insurance company, but the company refused to pay for the necessary structural repairs due to their alleging the damage to the roof structure was not caused by an event covered by the policy; and

WHEREAS, during the time that the church and insurance company were involved in a dispute regarding the cause of the roof damage and coverage under the insurance policy, the roof collapsed; and

WHEREAS, following the collapse of the roof, Macon-Bibb County’s Public Works Department incurred demolition costs in the amount of $13,538.81, advertisement costs in the amount of $60.00 (due to publication of scheduled demolition of property) and $7.00 (cost of obtaining fl. fa.), for a grand total of $13,605.81 hereto attached as Exhibit “A”; and

WHEREAS, after a period of three years, the church has reached a compromise settlement with the insurance company in an amount that will allow the church to pay off the existing mortgage debt on the property and provide some seed money for the rebuilding of the church, but the amount does not fully compensate the church for its loss; and

WHEREAS, Reverend S.E. Johnson states Corner Stone Missionary Baptist Church has served its surrounding community for nearly thirty years, having been formed May 14, 1985, and in that time has offered spiritual guidance, teaching, and fellowship to improve the lives of area residents; and
WHEREAS, the church has offered many programs in an effort to meet the needs of local residents including after-school programs, computer education courses and weekly meal programs; and

WHEREAS, in order for the church to rebuild, it is critical that the church conserve as much of the available funds as possible, Reverend S.E. Johnson has requested that the Commission grant the church’s request to reduce the amount of the fi. fa. lien from $13,605.81 to $2,500.00

WHEREAS, a copy of Reverend S.E. Johnson’s written request, providing and a clear and concise statement of the facts and reasons for said request, is attached hereto as Exhibit “B”, and

WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the $13,605.81 fi. fa. issued against the property located at 2857 Mercer University Drive a/k/a Corner Stone Missionary Baptist Church, due to incurred demolition costs is hereby reduced to the amount of $2,500.00.

SO RESOLVED this ____ day of May, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST: ________________________________

Clerk of the Commission

(SERAL)
STATE OF GEORGIA  
COUNTY OF Bibb  

CITY OF MACON TAX ELPA  

CITY OF MACON  
v.  

Stev Johnson  
Property Owner  

Property Address on which ft. ft. Pined  
2857 Mercer University Drive  
Macon GA 31201  

<table>
<thead>
<tr>
<th>Tax Diligence Date</th>
<th>Month</th>
<th>Day</th>
<th>Year</th>
</tr>
</thead>
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<tr>
<td>April 5</td>
<td>2013</td>
<td></td>
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<tr>
<th>Total Amount</th>
<th>Interest or Cost</th>
<th>Fs Fee Cost</th>
<th>Advertisement</th>
<th>Total Due</th>
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<tbody>
<tr>
<td>$13,538.81</td>
<td>$7.00</td>
<td>$60.00</td>
<td></td>
<td>$13,605.81</td>
</tr>
</tbody>
</table>

TO THE CITY CLERK OF THE CITY OF MACON—GREETINGS:  

You are hereby commanded, that of the goods and chattels, lands and tenements of the  
above-named person(s) and/or corporation, you cause to be made by levy and sale sufficient thereof  
to make the sum of the dollars and cents hereinafter shown, the amount of demurrage, clearing and  
steering costs, the B. ft. cost, and a sufficient amount to cover interest at the rate of 12% per annum  
until settled, together with all costs that may hereafter accrue; and have you the said sum of money  
to be paid to me upon collection thereof, to be rendered to the City of Macon; and have you then and  
thereof this writ.  

This 5 day of April 2013

Megan McMahon  
Director of Finance  
City of Macon

EXHIBIT A
Megan McMahon
Director of Finance
Finance Office
P.O. Box 247
Macon, Georgia 31202
(706) 545-7700
(706) 739-1000 Fax

City of Macon
vs.
Sam Johnson
2845 Mercer University Drive

Demobil: $71,520.81
Assessment: $71,520
Pi. FA Cont: $60.00
Interest: Total Amount Due: $73,605.81

STATE OF GEORGIA
COUNTY OF BIBB

Levied within 5% of $10,000 by the day of April 2013 on the following property (perusal of)

Owner Name: JOHNSON, SAM
Property Address: 2845 MERGER UNIVERSITY DRIVE
Owner Address 1: 6593 MOUNTAIN ROAD
Owner City/State/Zip Code: LIZZELLA GA 30055
Owner Address 2: 6593 MOUNTAIN ROAD
Owner City/State/Zip Code: LIZZELLA GA 30055

Purchase Date: 06/04/1984
Purchased From: BRIEN, WALTER J
Deed: 1302247
File: 32864
Access/Frontage: .0000000000
Tax Hgl/Point: 608-465
Index Number: 092-8
Land Use: 27
District: Neighbor
Subdivision: "IN ESAME TO PUBLIC SERVICE TELEPHONE CO
Lot Number: 001
Block: "MRW

Said property located at 2845 Mercer University Drive, Macon, Bibb County, Georgia
was levied on the property of Sam Johnson, the defendant in fl., and being
in possession of said defendant and was pointed out by said defendant for levy. Written notice was given to the defendant in fl.

This 5th day of April, 2013.

Said Howard, City Clerk
City of Macon

[Signature]
Rev. S.E. Johnson
Corner Stone Missionary Baptist Church
2857 Mercer University Drive
Macon GA 31204

May 1, 2014

Crystal Jones, Esq.
Assistant County Attorney
700 Poplar Street
P.O. Box 247
Macon, Georgia 31202

RE: City of Macon Lien - Bibb County Superior Court
Book 764, Page 93-94, Property Address 2857 Mercer
University Drive, Macon, Georgia 31204

Dear Ms. Jones:

As you may be aware the above-lien concerns property owned by Corner Stone
Missionary Baptist Church, Inc.. Major structural damage to the roof of the church was
discovered during January 2011. The sanctuary of the building was found to be an imminent
hazard and was closed for use. Although the church had valid property insurance the insurance
company refused to pay for the necessary structural repairs alleging the damage to the roof
structure was not caused by an event covered by the policy. While this dispute was being
negotiated with the insurance company the roof of the building collapsed on July 18, 2011.

Following the collapse of the building church members volunteered and removed most of
the framed structure of the building. With the limited funds the church had available, it hired a
contractor to remove the larger pieces of framing and to demolish the basement of the building.
The City of Macon then came to the property and removed the remaining pile of concrete rubble.

It has taken nearly three years, but the church has reached a compromise settlement with
the insurance company. This settlement will allow the church to payoff the existing mortgage
debt on the property and provide some seed money for the rebuilding of the church. However,
the settlement did not fully compensate the church for its loss and every available dollar will be
critical to the church’s efforts to rebuild. Therefore we are asking that the City/County work with
the church and pay a reduced amount to had the above-referenced lien marked satisfied.

The church has been a valuable and productive member of the City for nearly thirty years.
In 1986-1987 the church constructed a sanctuary on the property and began serving area
residence. For the past nearly three decades the church has sought diligently to offer spiritual
guidance, teaching and fellowship to improve the lives of area residence. In addition, the church
has offered many other programs seeking to meet the needs of local residence including, after-
school programs, computer education courses and weekly meal programs. We believe the church
has been a beneficial servant to the people in our local community over these many years. For the
church to rebuild and continue this important work it is critical that the church conserve as much
of the available fund as possible for this mission. I am respectfully requesting that the
City/County allow Cornerstone to pay $2,500.00 in satisfaction of the attached lien.

Your prayerful consideration of this matter is greatly appreciated. If you need additional
information I can gladly attend the upcoming commission meeting to any questions you may
have.

With Christian greetings, I am

Sincerely,

[Signature]

Rey. Sam Johnson
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO REDUCE THE AMOUNT OF A LIEN PLACED ON PROPERTY LOCATED AT 2857 MERCER UNIVERSITY DRIVE DUE TO DEMOLITION COSTS INCURRED BY MACON-BIBB COUNTY IN THE AMOUNT OF $13,605.81; AND FOR OTHER PURPOSES.

VOTE

<table>
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<tr>
<th>Yes</th>
<th>No</th>
<th>Abstain</th>
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</tr>
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<tbody>
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</tbody>
</table>

Bechtel
Schlesinger
Lucas
Jones
Bivins
DeFore
Shepherd
Watkins
Tillman
Mayor
Reichert

Total:

REPORT

Rendered

and

Approved as to form for County Attorney by

Crystal Jones
Assistant County Attorney
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF TWO SUMMER 2014 GEORGIA COUNTY INTERNSHIP PROGRAM GRANTS THE TOTAL AMOUNT OF $4,000.00 FROM THE ACCG CIVIC AFFAIRS FOUNDATION THAT HAVE BEEN AWARDED TO THE OFFICE OF THE PUBLIC DEFENDER TO FUND TWO INTERSHIPS WITH THE MACON CIRCUIT PUBLIC DEFENDERS INVESTIGATIVE INTERN CLINIC FOR THE 2014 SUMMER TERM; AND FOR OTHER PURPOSES.

WHEREAS, the Macon Circuit Public Defenders Investigative Intern Clinic was established by the Chief Public Defender in 2010, to provide work-study program for course credit in partnership with Central Georgia Technical College; and

WHEREAS, the Investigative Intern Clinic is a significant, yet often overlooked division of the office; and

WHEREAS, the Investigative Intern Clinic did not receive any interns during the 2012-2013 school term due to reorganization within the University System; and

WHEREAS, as a result of the lack of interns, a significant backlog of case processing has occurred; and

WHEREAS, the ACCG Civic Affairs Foundation has agreed to awarded two (2) two thousand and 00/1000 dollar ($2,000.00) internship grants which will be used to reimburse Macon-Bibb County for the interns cost of wages; and

WHEREAS, the four thousand dollars and 00/100 ($4,000.00) awarded by the ACCG Civic Affairs Foundation requires no match by Macon-Bibb County; and

WHEREAS, the internship program is structured as a thirteen (13) module lesson plan over a period of eight (8) weeks, and will instruct each intern on how to set up files to include case trial preparation notes, document meetings and interviews, categorize written reports, collect documents and complete criminal background checks; and

WHEREAS, the interns will also learn about defense theories by identifying themes within a case and matching them to an appropriate defense, and will become adept in understanding the process and procedures of discovery, subpoenas, eyewitness reliability, Law Enforcement identification procedures and Jencks material; and

WHEREAS, the interns work in conjunction with the legal defense of the accused and are of great benefit to the Office of the Public Defender; and
WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same and accepts the 2014 Georgia County Internship Grant in the amount of $4,000.00 from the ACCG Civic Affairs in substantially the same form as attached hereto as Exhibit “A.”

SO RESOLVED this ___ day of ______________ , 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST:

SHEILA THURMOND, CLERK OF COMMISSION

(SEAL)
Civic Affairs Foundation
an ACCG initiative

GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This AGREEMENT is made and entered into by and between the ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC. ("the FOUNDATION"), having its principal office at 50 Hurt Plaza, Suite 1000 Atlanta, Georgia, 30303, and __________ County ("COUNTY"), having its principal office at _____________. In exchange for valuable consideration, the parties agree as follows.

I. GENERAL TERMS.

A. Agreement Term:

This AGREEMENT shall be effective as of May 1, 2014, and shall terminate on September 19, 2014, unless terminated earlier under other provisions of this AGREEMENT.

B. Purpose of Agreement:

The FOUNDATION is providing grant funding through the Georgia County Government Internship Program for approved projects to the COUNTY to defray the costs of summer internships for undergraduate students, graduate students and recent graduates employed by the COUNTY from May 1, 2014 until August 31, 2014. This AGREEMENT provides the terms and conditions under which the COUNTY may employ an intern funded by this grant.

II. COMPENSATION.

In exchange for the COUNTY hiring undergraduate students, graduate students and recent graduates to perform projects as provided for in the approved grant application, attached and incorporated herein, and to learn about the operations of county government, the FOUNDATION shall provide funding to the COUNTY as follows:

A. Use of Grant Funds. Funding provided by the grant shall be exclusively used to pay the wages and employment costs for interns approved by the FOUNDATION for the COUNTY to participate in an up to 200 hour paid internship per intern to be performed between May 1, 2014, and August 31, 2014.

1. Amount of Compensation.

a. Hourly Rate. Interns funded in whole or in part by this grant shall be paid a minimum of $10.00 per hour. The FOUNDATION shall reimburse the
COUNTY for the cost of wages at the rate of $10.00 per hour for each hour worked up to 200 hours, for a maximum of reimbursement of $2,000.00, unless the COUNTY has agreed to pay a percentage of the costs.

If the COUNTY has agreed to pay a percentage of the costs for wages as provided for in their approved grant application, attached and incorporated herein, the COUNTY shall be responsible for paying that percentage and the FOUNDATION will provide reimbursement for the remainder of the costs.

The COUNTY may pay the intern at a higher rate than $10 per hour at its own expense as provided for in their approved grant application, attached and incorporated herein, or as established at a later time by the COUNTY. In either case, the COUNTY shall be responsible for payment for all the costs above the hourly rate of $10 per hour, including worker’s compensation and FICA.

b. Workers Compensation. The FOUNDATION shall reimburse the COUNTY for the cost to cover the intern under the COUNTY’S worker’s compensation plan at the rate of $1 per $100.00 of wages at the rate of $10 per hour that are eligible for grant reimbursement up to a maximum reimbursement rate of $20.00.

The COUNTY shall be responsible for worker’s compensation costs for wages provided in excess of $10 per hour as provided for in their approved grant application, attached and incorporated herein, or as established at a later time by the COUNTY.

c. FICA. The FOUNDATION shall reimburse the COUNTY for the cost of paying Federal Insurance Contributions Act (FICA) at a maximum reimbursement of $153. If the COUNTY has agreed to provide additional funding above the $10 per hour rate as provided for in their approved grant application, attached and incorporated herein, or as established at a later time by the COUNTY, the COUNTY shall pay the FICA costs for the additional funding.

2. Proof of Payment of Intern. Upon completion of the internship and before September 19, 2014, the COUNTY shall provide the following information to the FOUNDATION: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including E-Verify verification information; (3) proof of payment for each payment period for every intern receiving funding through this AGREEMENT; and (4) signed and completed reimbursement form provided by the FOUNDATION. All proof of payment information shall be submitted by September 19, 2014 in order to be eligible to receive grant reimbursement.

3. Additional Compensation for Intern. The COUNTY may supplement the funds provided under this AGREEMENT in order to increase the hourly wages of the intern. Notification of the supplement along with supporting information documenting the increase shall be submitted to the FOUNDATION if not previously provided for in the approved grant application, attached and incorporated herein. The COUNTY may also increase the hours worked by the intern, in which case the COUNTY is required to pay for any hours worked beyond 200 hours, as well as any overtime worked, in accordance with the Fair Labor Standards Act. The COUNTY shall be responsible for the additional
FICA and workers' compensation coverage for the additional wages. No grant reimbursement will be provided to the COUNTY by the FOUNDATION for any hours worked beyond 200 hours or for FICA costs or worker's compensation coverage beyond the 200 hour period or beyond the $10 per hour rate.

III. Obligations of County:

A. Internship Requirements. All interns must have on site supervision, be provided with work projects as provided in the approved grant application submitted by the COUNTY, attached and incorporated therein, and be afforded the opportunity to learn about the operations of county government.

B. Hiring of Intern. In order to be eligible to receive the reimbursement provided for in paragraph A of Section II of this AGREEMENT, the COUNTY must hire an undergraduate student, graduate student, or recent graduate as an employee to perform the projects as provided for in the approved grant application, attached and incorporated herein. The COUNTY may not hire an intern as an independent contractor.

C. Withholdings, Coverage and Wage Requirements. The COUNTY is responsible for withholding all applicable state and federal income taxes on an intern's earnings and for withholding the employee share of applicable FICA costs. The intern must be paid at least $10.00 per hour and be covered by the COUNTY'S workers' compensation plan.

D. Nondiscrimination in Employment Practices. The COUNTY agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age, or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.

E. Compliance with Applicable Provisions of Federal and State Laws and Regulations

1. **The Americans with Disabilities Act.** The COUNTY agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.

2. **Compliance with Other Applicable Laws.** The COUNTY shall comply with all applicable federal, state and local laws, rules and regulations regarding the intern(s) hired under this AGREEMENT.

3. **Fair Labor Standards Act**


9. Georgia Security and Immigration Compliance Act. The COUNTY agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

E. Duty to Notify Foundation. It shall be the duty of the COUNTY to notify the FOUNDATION if an intern quits or is terminated by the COUNTY within five (5) days of separation.

IV. Contract Modification/Alteration

No amendment, modification or alteration of this AGREEMENT shall be valid or effective unless such modification is made in writing and signed by both parties.

V. Termination

A. Due to default or for cause. The FOUNDATION may terminate this AGREEMENT at any time if the COUNTY fails to perform any of its obligations under this AGREEMENT and fails to cure any breach within 10 days of a notice to terminate by the FOUNDATION. The COUNTY shall be required to submit the final contract expenditure report not later than 20 days after the effective date of written notice of termination. The COUNTY shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied. The above remedies are in addition to any other remedies provided by law or the terms of this contract.

B. Early Separation of Intern. Should the intern funded by this grant be separated from the COUNTY’S employment prior to the expiration of this AGREEMENT, this AGREEMENT shall terminate within 20 days of the separation unless another undergraduate student, graduate student, or recent graduate is hired to continue and complete the internship within the grant period and at least 100 hours are remaining of the internship.

VI. Access to Records, Records Retention, and Investigation

A. The state, federal government and FOUNDATION shall have access to any pertinent books, documents, papers, and records of the COUNTY for the purpose of making audit examinations, excerpts, and transcripts. The COUNTY shall retain all records related to
this grant for five years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the five-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

B. The COUNTY agrees that the FOUNDATION has full authority to investigate any allegation of misconduct in performance of duties arising from the contract made against an employee of the COUNTY. The COUNTY agrees to cooperate fully in such investigations by providing the FOUNDATION full access to its records and by allowing its employees to be interviewed during such investigations.

VII. Hold Harmless Clause

To the extent permitted by law, the COUNTY agrees to hold harmless the FOUNDATION and the Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the COUNTY, its agents or employees under any provision of this contract.

VIII. Program Publicity and COUNTY Participation

A. The COUNTY agrees to allow preplanned site visits from the FOUNDATION for the purpose of interviewing the intern(s) and supervisor, taking photographs, and reviewing projects that have been assigned. The COUNTY further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and FOUNDATION, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.

B. The COUNTY further agrees that any promotional information by the COUNTY regarding the Georgia County Internship Program must be preapproved by the FOUNDATION.

C. The COUNTY additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program conducted by or on behalf of the COUNTY must be reviewed and approved by the FOUNDATION.

IX. Miscellaneous Provisions

A. At no time shall the intern be considered an employee or independent contractor of the FOUNDATION or the Association County Commissioners of Georgia (ACCG).

B. Neither the FOUNDATION nor any of its employees, agents, or subcontractors shall be considered an employee, or agent of the COUNTY.

C. Neither party to this AGREEMENT shall have the authority to bind the other party.
D. The ACCG is not a party to this contract. Any work done on behalf of the FOUNDATION by the ACCG is performed solely in an administrative capacity. As such, nothing contained in this AGREEMENT shall be construed to constitute the ACCG or any of its employees, agents, or subcontractors as a partner, employee, or agent of the COUNTY nor shall the COUNTY have any authority to bind the ACCG in any respect.

This AGREEMENT is executed and shall be controlled by the laws of the State of Georgia.

X. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

- Exhibit A: Intern Consent Form
- Exhibit B: Intern Information Form
- Exhibit C: Frequently Asked Questions about GCIP Internships
- Exhibit D: Reimbursement Form
- Exhibit E: COUNTY Approved Application

COUNTY:

Robert A. B. Reichert, Mayor

Printed Name

This ___ day of ______, 2014, nunc pro tunc May 1, 2014.

Attest:
Shelia Thurmond, County Clerk

(Seal)

FOUNDATION:

Ross King, Foundation Secretary-Treasurer

Printed Name

This ___ day of ______, 2014, nunc pro tunc May 1, 2014
Civic Affairs Foundation
an ACCQ initiative

CONSENT FORM

I, ____________________________, authorize the Foundation
and ___________________________ County to use my name, college or university, year in
school, terms of employment, image, quotations, and any other information
related to my internship in the Georgia County Internship Program for reporting,
promotional and data collection and analysis purposes, which may include, but it
not limited to social networking sites, brochures, publications, press releases,
videos, photographs and other forms of print and digital media.

__________________________
Signature of Intern

__________________________
Date
# Civic Affairs Foundation

Georga County Internship Program

## County Information

<table>
<thead>
<tr>
<th>Name of Supervisor:</th>
<th>Title:</th>
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<tr>
<td>County:</td>
<td>Department:</td>
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<tr>
<td>Street Address:</td>
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<tr>
<td>City:</td>
<td>State:</td>
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<tr>
<td>Phone Number:</td>
<td>Email Address:</td>
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## Internship Position Information

<table>
<thead>
<tr>
<th>Full Name of Intern (Hired):</th>
<th>Street Address:</th>
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<tbody>
<tr>
<td>City:</td>
<td>State:</td>
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<tr>
<td>Phone Number:</td>
<td>Personal Email address:</td>
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<tr>
<td>College/University Student Attends:</td>
<td>Program or Major:</td>
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<tr>
<td>Post Graduation Plans:</td>
<td>Intern Position Title:</td>
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<tr>
<td>Start Date:</td>
<td>End Date:</td>
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</table>

## Signatures

<table>
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<tr>
<th>Signature of County Supervisor:</th>
<th>Date:</th>
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<tbody>
<tr>
<td>Signature of Hired Intern:</td>
<td>Date:</td>
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*Please include a copy of the intern's E-Verify confirmation, along with a copy of the offer letter.*

*This form must be completed in full for each intern the county has hired who is being paid through Georgia County Internship Program grant funds. No funding will be granted without this form.*
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Georgia County Internship Program (GCIP)
Frequently Asked Questions about Internships

What qualifications does an intern have to meet?

The program is open to undergraduate and graduate students from a variety of educational backgrounds, provided a student's abilities are appropriate to the intern project proposed by the county. Since county governments provide a wide range of services, counties are encouraged to be creative in proposing internship opportunities across diverse areas of study from engineering and law to human resources and veterinary sciences.

Recent college graduates may be selected for an internship provided they can provide proof that their graduation was within six months of the start date of the internship.

How many hours should an intern work and how should this time be scheduled?

GCIP grant funds will pay internship costs for up to a maximum of 200 internship hours. It will be up to the county and the intern to determine the work schedule in terms of the number of hours worked per week and total number of weeks to be worked. It is recommended that the minimum number of hours worked per week is 15.

A student may start an internship at any time during the applicable Grant Period. Students must complete their internship no later than the last day of the applicable Grant Period.

While GCIP grant funds cannot be provided past the applicable Grant Period, a county and an intern are allowed to extend the duration of any particular internship based on mutual agreement.

How much do interns get paid under GCIP and how is this funded?

The wage for interns paid using GCIP grant funds is $10.00 per hour. Grant funding also will pay counties for the employer share of FICA costs associated with an intern. An intern paid using GCIP grant funds must be covered under the county’s Worker’s Compensation Plan, but this cost also will be reimbursable to the county.

Given the 200 maximum on internship hours that may be funded from a GCIP grant, total hourly pay per intern may not exceed $2,000. This amount does not include the employer share of FICA costs and Worker Compensation coverage that will be reimbursed as part of the grant.

What are counties responsible for if they receive a GCIP grant?
Counties are responsible for withholding all applicable state and federal income taxes on a GCIP intern’s earnings and for withholding the employee share of applicable FICA costs. Counties must make timely payments of these monies withheld (as well as any other payroll taxes due) to the appropriate federal and state agencies.

Counties also are required to provide adequate work space for an Intern and to provide an intern supervisor. Depending on the project, a county also may have to provide equipment, technical assistance or training to the intern.

If a student wishes to obtain academic credit for the internship, it will be the responsibility of the county to work with the student and the student’s academic institution to fulfill this requirement.

**What if my county has already hired an intern for the summer or fall?**

If a county already has identified a college intern for a specific Grant Period, the county is eligible to receive grant funding for that intern as long as it submits all required application materials by the applicable deadline and is selected to receive a grant. Note that the Internship must be completed within the applicable Grant Period.

**Who is responsible for recruiting Interns?**

It will be the responsibility of the county to collect and review internship applications, and interview and hire the Intern.

The Foundation will assist in identifying potential interns by posting county positions on its Web site [www.civicaffairs.org](http://www.civicaffairs.org) to provide statewide exposure to interested students. If needed, the Foundation also will assist a county with its Intern search process by contacting colleges, universities and technical colleges in your area.

**Will the Foundation help counties recruit non-grant funded GCIP Interns?**

If a county has funds to hire interns without a grant, or would like to offer unpaid intern experiences for academic credit, the Foundation will post those Internships on its Web site to help counties recruit interested students. Please provide information on the Internship position(s) in the same format used by the Foundation to post GCIP Internships at [www.civicaffairs.org](http://www.civicaffairs.org).

**What happens if a county isn't able to recruit an Intern for its GCIP grant?**

If no Intern can be identified, the GCIP grant will be rescinded.
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GCIP Grant Reimbursement Request Form

Grant reimbursements will be mailed to the county at the end of the contract period, upon proper completion and submission of the requested grant materials.

County Requesting Reimbursement: __________________________

Requested By: _____________________________________________

Intern Information

Name: _____________________________________________________

Department Hired: _________________________________________

Number of Hours Worked: _____________________________

Total Amount of Reimbursement Requested: ____________________

(Intern wages are paid through the grant at a rate of $10.00 per hour for a maximum reimbursement rate of $2000 for a 200 hour internship. Worker’s Compensation is calculated at $1 per $100 salary for a maximum reimbursement rate of $20. F.I.C.A. is calculated at a rate of .0765% multiplied by salary for a maximum reimbursement rate of $153. The county should receive the maximum reimbursement amount of $2173 for an Intern working the maximum number of hours with no county wage supplements. All Interns are required to be covered under the county’s Workers Compensation Plan. The funds provided for Workers Compensation and for F.I.C.A. must be used for those purposes. Any wages paid at a rate higher than $10 per hour shall be paid by the county as well as the cost of FICA and Worker’s Compensation associated with wages above that rate.)

I, __________________________, swear and attest that the information provided in this request is accurate to the best of my knowledge. I further understand that I am required to submit proof of payment by submitting pay stubs and any additional documentation that confirms the funds were properly administered by September 19, 2014.

_________________________          _______________________
Signature                      Date
Civic Affairs Foundation
an ACCG initiative

Georgia County Internship Program
County Intern Supervisor's Guide

Welcome to the Georgia County Internship Program!

We are excited that you have decided to hire an intern for your county through the Georgia County Internship Program. Over the following months, you will have the opportunity to work with a student who is interested in learning about how communities and governments operate at the local level. Outside of working for a county or city it is very difficult for students to learn practical lessons about local government. It is our hope that this internship with your county not only will provide a valuable education on the operations of local government, but may also help to motivate the student to consider a career in public service.

Serving as an Internship Supervisor is a big responsibility and will require a significant time commitment. As an Internship Supervisor, it is necessary to oversee all daily assignments and projects, provide direction and feedback and ensure that the intern has adequate workspace and needed resources. It is your responsibility that all the requirements for the program are met. These requirements are necessary to ensure that the student gets the most out of his or her internship experience.

The best way to have a successful internship program is to prepare as much as you can for the intern before he or she arrives. Please take a moment to look over the materials contained within this manual. These materials were prepared to ensure that you have adequate resources to take you from the interview process through to the exit evaluation. We encourage you to use these materials both to help you prepare for the arrival of your intern and to keep your intern on task so that projects are completed in a timely manner.

We wish you the best of luck with your program and hope that you decide to participate in the Georgia County Internship Program in the future. Please continue to visit our website at www.civicaffairs.org to learn more about project ideas and how other counties are utilizing interns.
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The Interview Process

Once you receive applications for the internship position you posted through the Georgia County Internship Program website, you will need to begin the interview process. Please schedule at least thirty minutes per interview in order to provide ample time to get to know each student. Once you have scheduled an interview, be sure to send a reminder confirmation along with directions to your office to the interviewee. It may be beneficial to include parking information, especially if your department does not have adequate parking available.

Sample Intern Interview Questions

1. What attracted you to this internship opportunity?

2. How does this internship fit into your schedule and educational goals?

3. What do you hope to gain from this experience?

4. Do you have any knowledge or experience with local government issues?

5. [Describe position/project details] What coursework or former work/volunteer experience do you think best prepared you for a position like this?

6. Do you have experience working with customers/clients?

7. Any questions?
Sample Internship Offer Letter

Dear __________,

It is with great pleasure that I offer you the position of _________ Intern with __________ County. The intent of the Georgia County Internship Program is to provide outstanding students the opportunity to receive a “hands on” understanding of the inner workings of county government.

The position that you are being offered begins __________ and ends __________. During your internship, I will be your supervisor and will review your progress toward the timely completion of all assignments on a regular basis. By accepting this position, you are committing to work _____ hours a week on a regular weekly schedule to be determined at the start of the internship. You will be responsible for notifying me in advance if you will be absent on days that you are scheduled to be in the office. You will be paid ________ (weekly/monthly) at an hourly rate of $____ (there are no benefits associated with this position.) As part of the __________ County team, it will be important to note and adhere to __________ County’s standards regarding office conduct and work rules.

The projects that you are assigned will involve issues affecting county governments. These projects will be substantially, if not completely, your responsibility. At least one of these projects will result in a tangible work product at the completion of the internship. In addition, you may be assigned smaller research-related and administrative duties. It is our intention to ensure that the work that you will be assigned will result in a meaningful learning experience for you.

I look forward to working with you, and I thank you in advance for your contribution to __________ County.

Sincerely,

___________

____________ County Internship Supervisor
Sample Internship Rejection Letter

Dear __________,

I enjoyed meeting with you on __________ in regards to the __________ internship position with __________ County. I was very impressed with your resume and qualifications, and thought that you presented yourself in a very professional manner over the course of the interview.

We received numerous applications for this position and in that we had many well qualified applicants, it was difficult to make the final selection. While your credentials were impressive, we have chosen another candidate at this time.

Please remember that you may re-apply for another internship position in the future as those become available. I wish you the best of luck with your future academic and career endeavors.

Sincerely,

__________

__________ County Internship Supervisor
Before the Intern Arrives – Checklist

Prior to the new intern’s arrival, it will be helpful to address some of the items listed below to ensure that the intern will be able to function in and around the office once he or she starts work. By completing these items ahead of time, you will be able to smoothly transition the intern into your office so that he or she can begin daily activities and assignments immediately upon arrival.

☐ Prepare an Intern Manual

Intern Manuals are a great way to provide your intern with basic information about your office and its operation. The following list suggests general information that should be applicable for most offices. It may be helpful, in the event your intern is the first for your county, that you have the intern put together a more thorough manual as a project so that you can use it with future interns.

- Intern Expectations (Duties, Hours, Dress Code, Timesheets/Payroll, etc.)
- Office Personnel and Procedures Manual, if available
- Office Staff Information (Phones numbers, Office numbers)
- “How To” Section (How to operate phones, copier, fax, scanners, etc.)
- Transportation (Parking, Transit options)
- Local Areas of Interests (Lunch options, Nearby ATMs/Banks)
- Helpful Resources for completing assignments (Websites, Manuals, etc.)

☐ Develop a timeline of assignments and projects, including tentative due dates (see the sample Work Plan)

☐ Set aside space for the intern to work (desk, office, cubicle, etc.)

☐ Set up passwords for computers and/or phones if needed

☐ Order name badge or employee ID if required

☐ Send email to the intern regarding the 1st day of work (provide instructions on any documentation the intern needs to bring if it is a paid position, appropriate dress, where to park, where to report to, etc.)

☐ Set up a New Intern Breakfast/Luncheon to introduce the Intern to the office staff (if resources are available)

☐ Make arrangements with the Human Resources Department to schedule a time for the intern to be properly processed on the first day (fill out county personnel information and, if applicable, grant paperwork)
Sample Internship Project Plan
_________________________ County

Project Assigned:

Project Details:

Project Deadline:

Recommended Resources:

(Insert time frame) Tasks:

(Insert time frame) Tasks:

Mid-Project Review Date:

(Insert time frame) Tasks:

Final Project Review Date:
Processing the Intern on Arrival

Once the intern arrives, the Human Resources Department will need to meet with the intern so that he or she can fill out all applicable paperwork required by the county and, if applicable, required by the GCIP grant. All interns must be covered under the county’s workers compensation plan and should be processed as an employee of the county. Interns should be verified through the E-Verify program just as any other new hire for the county.

GCIP grant-paid interns are also required to submit the Intern Consent form and Intern Information form to the ACCG Civic Affairs Foundation as part of their paperwork.

Establishing Goals for the Internship

On the first day of work, it is very important to meet with the intern in order to establish the goals that you want him or her to achieve during the internship. This should include discussion of projects, proposed timelines, available resources and general information about your expectations.

Furthermore, it is also very important over the course of the internship that you schedule periodic and regular meetings to ensure that the intern is meeting the required plan of action.

The following page provides a sample work plan you may wish to use for your county’s program. Note that your work plan may not need to be as detailed as the one shown below, but it should contain at least one mid-term review of the project and the intern’s performance. Not only will a work plan help the intern stay on track, it will also help you to adjust the workload in the event you need the intern to focus on certain tasks more than others due to changing priorities.
Sample Internship Work Schedule (for a 12 Week Internship)

**Sample Project Assigned:** Create a Record Retention Schedule and Record Management Database and Provide Instructions on How to Use Both

**Project Details:** By using Microsoft Access, create a database which will store all records for the county manager's office that provides for searchable categories. Using the local government retention schedule provided by Georgia Archives, develop a retention plan for all the records provided within the county manager's office.

**Project Deadline:** End of Internship

**Sample Project Schedule:**

**Weeks 1-4:** Review all records currently in manager's office. Provide an inventory of each record.

**Weeks 5-6:** Using the local government retention schedule listed on the Georgia Archives website, divide all records inventoried into categories based on the schedule.

**Weeks 7-8:** Meet with county manager and IT director about the records inventoried and discuss implementation of the retention schedule. Discuss suggested schedules for the documents identified and create schedule based on meeting outcome.

**Weeks 9-10:** Create database and input approved inventory list by category. Create queries as needed.

**Weeks 11-12:** Draft directions on how to use database and retention schedule
Georgia County Internship Program Evaluation
(To be given to the intern at the completion of his/her internship)

Dear Intern: Please respond to the following questions in as much detail as possible with regard to your internship. This information will be used to improve the program in the future. Please return the completed form via email to JSanders@accc.org or fax to 404.525.2477 addressed to ACCG Civic Affairs Foundation. Thank you for your feedback and suggestions.

Name: _______________________________
County of internship: ____________________________

1) What were your major internship responsibilities as you understood them? Please specify.

2) What percentage of your time did you spend working on your major responsibilities on a regular basis? Please approximate percentage of time.

3) What do you believe were your most significant successes during the internship? Please specify.

4) What obstacles did you face, if any, in performing your internship duties? Please specify.

5) What specific skills, experiences or knowledge did you gain during the internship? Do you believe these be useful in helping you meet your future career goals and, if so, how?

6) What steps or changes do you believe would help improve the Georgia County Internship Program and/or the county internship experience for future participants? Please specify.
Considerations for Future Internships

The ACCG Civic Affairs Foundation hopes that your county's experience with the Georgia County Internship Program is a success. Before submitting an application for future GCIP grants, it may be helpful to review the following questions to ensure that your county is getting the most out of the program.

Questions about the Project(s) Assigned:

1. Was the intern able to complete the project assigned within the time allowed? If not, why?
2. Did the intern have too much “down time”? Was sufficient work available for the intern?
3. Was the type of project assigned suitable for college undergraduate or graduate students? Was it too challenging or not challenging enough?
4. Is there enough project work available for a future internship?
5. What type of future projects does your office need assistance with that would be suitable for an intern?

Questions about Supervision of the Intern:

1. Did your schedule permit you to be available to assist the intern by answering questions and/or providing input on a project?
2. Were you able to provide the intern with detailed, clear instructions on how to complete a project?
3. Did the intern have other staff members who could answer questions and provide assistance?
4. Should you increase or decrease the number of interns requested for the GCIP grant period based on your availability to supervise?

Questions about Possible Future Requests for GCIP Intern Grant Support:

1. Did the previous intern have the right skill set for your office?
2. Should you change the skill or academic qualifications required for the next intern?
3. Are undergraduate or graduate students better suited for the types of projects that your office provides?
4. Did the applicants that interviewed for the previous internship meet your expectations and/or have the right type of qualifications for the position?
5. Was your previous internship posting detailed enough to generate interest?
6. Should your next Internship posting be for a paid or unpaid position?
MEMORANDUM

To: Georgia County Internship Program (GCIP) Grant Recipients for Summer 2014 Grant Period

From: Mike Gerber, Director, ACCG Civic Affairs Foundation

Re: County Grant Package

Date: May 2, 2014

Congratulations on being a grant recipient for the 2014 Summer Georgia County Internships Program (GCIP)! We hope that this internship is mutually beneficial to both the county and intern. The grant period for summer is from May 1, 2014-August 31, 2014. Reimbursement requests with accompanying proof of hire must be submitted to the Foundation no later than September 19th. Please read this memo and all the materials included in this packet in their entirety before you submit the requested documents.

It is very important for the county to establish one point person to manage all the requirements for the GCIP grant. The point person will need to work closely with the Human Resources Department, or the person who manages the county’s hiring practices in that there are many employment related forms that must be completed by the county and the intern close to the date of hire.

While the Foundation is aware that it may take time to have your board formally approve the grant agreement, please make every effort to return it as soon as possible. When an intern has been hired, the Foundation should be notified and a copy of the Intern Consent Form and the Intern Information Form should be submitted. The county should not wait until the end of the grant period to submit this information.

Enclosed in this packet is the grant agreement, a list of frequently asked questions, an intern consent form, an intern information form, grant reimbursement form, a grant checklist, a copy of your county’s original grant application, and an intern supervisor’s guide.

In order to receive the grant funds, the county must first submit the following to the Foundation:

1) Signed Grant Agreement
2) Signed Intern Consent Form
3) Signed and Completed Intern Information Form
4) Proof of Hire (offer letter and a copy of the E-Verify confirmation)
5) Signed and Completed Grant Reimbursement Form

Once the county has submitted this information, the Foundation will issue grant funds for the wages, worker's compensation coverage and Federal Insurance Contributions Act (FICA) for the county internship positions that have been approved by the Foundation. The money provided for FICA and worker's compensation must be used for these purposes. The county is required to cover all interns hired through the GCIP under their workers compensation policy. Please note that your county will not receive any grant funding until you have submitted ALL the requested information and provide proof that an intern has been hired.

Over the course of the internship, the Foundation will be checking in with the internship supervisor(s) for your county to ensure that the internship is going smoothly. The Foundation will also be visiting certain counties in order to interview the intern(s) and supervisor(s) and to take photos to promote the program. All visits will be scheduled prior to arrival. If you have any questions or concerns, please contact Joanna Sanders at JSanders@ACCG.org or at 404-522-5022.

Thanks again for your participation in this program.
Civic Affairs Foundation
an ACCG initiative

GCIP County Check List

☐ Read all provided information before completing required forms

☐ Sign and submit Grant Agreement to the Foundation as soon as possible

☐ Once hired, verify intern’s employment status through E-Verify

☐ Complete, sign and submit the Intern Information Form to the FOUNDATION at the beginning of the internship (must be signed by intern and intern supervisor)

☐ Intern to complete and sign Intern Consent Form and submit to the FOUNDATION at the beginning of the internship

☐ Submit proof of hire (copy of Offer Letter and E-Verify confirmation for the intern) and proof of payment to the Foundation by September 19, 2014
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF TWO SUMMER 2014 GEORGIA COUNTY INTERNSHIP PROGRAM GRANTS THE TOTAL AMOUNT OF $4,000.00 FROM THE ACCG CIVIC AFFAIRS FOUNDATION THAT HAVE BEEN AWARDED TO THE OFFICE OF THE PUBLIC DEFENDER TO FUND TWO INTERSHIPS WITH THE MACON CIRCUIT PUBLIC DEFENDERS INVESTIGATIVE INTERN CLINIC FOR THE 2014 SUMMER TERM; AND FOR OTHER PURPOSES.

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<th>COMMITTEE REPORT</th>
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<tr>
<td>RECOMMEND:</td>
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<td>Mayor</td>
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<td>Reichert</td>
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<td>Rendered ___________________________</td>
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<td>and _______________________________</td>
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APPROVED AS TO FORM FOR COUNTY ATTORNEY BY

Crystal Jones
Assistant County Attorney
A RESOLUTION OF THE MAYOR AND THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DAVENPORT & COMPANY, LLC FOR FINANCIAL ADVISORY SERVICES, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT “B”; AND FOR OTHER PURPOSES.

WHEREAS, during the January 21, 2014 Commission meeting, a Resolution (R2014-18) was unanimously approved by the Commission authorizing the Mayor to execute a proposed agreement with Davenport & Company, LLC for financial advisory services (see Exhibit “A”); and

WHEREAS, a proposed agreement has been received that stipulates the terms of the agreement and is attached hereto as Exhibit “B”; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with Davenport & Company, LLC for financial advisory services in substantially the same form as attached hereto as Exhibit “B”.

SO RESOLVED this ______ day of ____________________, 2014.

By:

ROBERT A.B. REICHERT, Mayor

Attest:

SHELIA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT
A
R-2014-18

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DAVENPORT & COMPANY, LLC FOR FINANCIAL ADVISORY SERVICES, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement with Davenport & Company, LLC for financial advisory services in substantially the same form as attached hereto as Exhibit "A".

SO RESOLVED this 21st day of January 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: \[Signature\]
Clerk of the Commission

F:\RES MACON-BIBB\2014 Reichert Davenport & Company financial advisory services.doc
January 7, 2014

Mr. Dale M. Walker  
Macon-Bibb County  
County Manager  
City Hall, 700 Poplar Street  
Macon, GA 31201

Dear Mr. Walker:

Thank you for the opportunity to provide financial advisory services to Macon-Bibb County (the "County"). The following outlines our proposed engagement with the County.

Scope of Services: The County has requested that Davenport & Company LLC (the "Financial Advisor") provide the following areas of assistance to the County (the "Requested Services"):  
- In coordination with the County, prepare a comprehensive rating agency presentation to be used as the basis for the discussion with the rating agencies.  
- Assist the County in communicating an effective long-term strategy to the rating agencies.  
- Assemble and incorporate the necessary financial, economic, demographic and economic development related information specifically coordinated to help position the County to receive favorable feedback from the rating agencies.  
- Assist management and the Board, as needed, in communications with the credit rating agencies.  
- Coordinate, facilitate and attend the in-person meetings.

Engagement Duration: This engagement shall become effective as of the date executed by the County and, unless terminated by either party pursuant to the termination provisions set forth below, shall remain in effect through the receipt of each rating agency’s rating.

Compensation for Requested Services: In consideration of providing the Requested Services, we propose a fee of $10,000, plus reimbursement for out-of-pocket expenses billed at cost. Davenport does not charge for secretarial or administrative support time.

Termination: Either party may terminate this agreement at any time upon thirty (30) days written notice without cause. If either party terminates this agreement as set forth above, it is understood and agreed that the only amount due to Davenport will be services provided and expenses incurred to the date of termination.

Miscellaneous: This agreement shall be governed by and construed in accordance with the laws of the State of Georgia applicable to agreements made and to be fully performed therein.
We look forward to working with you during this engagement. Please acknowledge acceptance of these terms by signing in the space provided below and returning two originals of this letter to Davenport. Please do not hesitate to call us if you have any questions or need additional information.

Sincerely,

David P. Rose
Senior Vice President &
Manager Public Finance Department

Robert Morrison
First Vice President

J. Walter Goldsmith
Senior Vice President

Agreed and Accepted: Macon-Bibb County
By: Robert A. B. Reichert

Printed name: Robert A. B. Reichert
EXHIBIT B
Agreement between the County and Financial Advisor

Financial Advisory Services

This Agreement, made at Macon-Bibb County, Georgia on May 20, 2014, by and between Macon-Bibb County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as the “County” party of the first part, and Davenport & Company, LLC with its office located at 901 East Cary Street, Richmond, VA 23219, hereinafter referred to as “Davenport” party of the second part.

Whereas, the County desires to formally enter into an Agreement with Davenport for professional assistance related to general financial advice, counsel and associated services related to the issuance of bonds or notes as may hereafter be authorized by the Macon-Bibb County Board of Commissioners;

Now, Therefore, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

Article I. Scope of Services

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of the County Manager or his authorized representative(s). The firm shall not comply with requests and/or orders issued by other than the County Manager or his authorized representative(s) acting within their authority for the County.

Davenport shall, using its professional staff members, upon request of the County Manager or his designee, provide services related to financial planning and policy development and services related to debt issuance. The services provided shall include, but not necessarily be limited to, the following:

A. Transaction Services

- Develop a financing plan in concert with County’s staff which would include recommendations as to the timing and number of series of bonds to be issued;
- Advise as to the various financing alternatives available to the County.
- Preparation of a bond sale calendar, management and administration of the working group and bond sale process, as a whole;
- Develop alternatives related to Debt transactions including evaluation of revenue available, maturity schedule and cash flow requirements;
- Assist the County by recommending the best method of sale, either as a direct bank placement, or a competitive or negotiated public sale;
• Preparation and distribution or requests of proposals related to the bond issue such as financial printer, verification agent, underwriter, letter of credit provider, bond insurer, paying agent, feasibility consultant, and escrow agent;
• Assist in the solicitations, review and evaluation of bids/proposals;
• Evaluate benefits of Bond Insurance and/or security insurance for Debt Service Reserve Fund(s);
• If appropriate, develop credit rating presentation and coordinate with the County the overall presentation to rating agencies;
• Review and comment on successive drafts of bond resolutions and other bond documents;
• Identify key bond covenant features and advise on provisions to be included in bond resolutions regarding security, creation of reserve funds, flow of funds, redemption provisions, and additional parity debt test;
• Review the terms, conditions and structure of a proposed debt offering undertaken by the County and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability;
• Assist in the preparation of the preliminary and final official statement and coordinate with the County the collection of appropriate data, disclosure information and pertinent factors regarding the County and the proposed financing program;
• Assistance with, review of and comment on preliminary official statement (POS) and final official statement;
• Provide regular updates of tax-exempt bond market conditions and advise the County as to the most advantageous timing for issuing its debt;
• Advise the County on the condition of the bond market at the time of the offering, including volume, timing considerations, competing offerings, and general economic considerations;
• Assist and advise the County in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering. Provide insight that the pricing of the bonds is fair and reasonable based on existing market conditions.
• Attendance at all working group meetings with County staff, bond counsel and other consultants to the County, as requested;
• Attendance at County Board of Commissioners meetings, hearings and briefings to affect the sale of bonds as requested;
• Coordination of requests for bond ratings including the preparation of presentation materials;
• Preparation of bond sizing schedules including debt service and related schedules;
• Analysis and recommendation of bond issuance details including, but
not limited to: redemption provision, timing of issue, maturity
schedule and amortization, method of sale;
• Assistance with preparation of notice of sale and bid form;
• Development and provision of mailing list for POS, notice of sale and
bid form;
• Receipt and verification of bids or negotiation of coupons and yields
on the bonds (if a negotiated sale);
• Review of closing documents; and
• Coordination of closing activities.

B. Financial Planning and Policy Development

• Assist the County in the formulation of Financial and Debt Policies
and Administrative Procedures.
• Review current debt structure, identifying strengths and weaknesses of
structure so that future debt issues can be structured to maximize
ability to finance future capital needs, including but not limited to,
semi-annual review of existing debt for the possibility of refunding
debt to provide the County with savings.
• Analyze future debt capacity to determine the County’s ability to raise
future debt capital.
• Assist the County in the development of the County’s Capital
Improvement program by identifying sources of capital funding for
infrastructure needs, assessing capital needs, identifying potential
revenue sources, analyze financing alternatives such as pay-as-you-go,
lease/purchasing, short-term vs. long-term financings, assessments,
user fees, impact fees, developer contributions, public/private projects,
and grants, and provide analysis of each alternative, as required, as to
the budgetary and financial impact.
• Review the reports of accountants, independent engineers, and other
project feasibility consultants to ensure that such studies adequately
address technical, economic, and financial risk factors affecting the
marketability of any proposed revenue debt issues; provide bond
market assumptions necessary for financial projections included in
these studies; attend all relevant working sessions regarding the
preparation, review and completion of such independent studies; and
provided written comments and recommendations regarding
assumptions, analytic methods, and conclusions contained therein.
• Develop, manage and maintain computer models to assist with long-
term capital planning and debt management.
• Provide debt service schedules reflecting varying interest rates, issue-
size, and maturity structures as these are needed for feasibility
consultants or for related County fiscal planning.
• Attend meetings with staff, consultants and the County.
• Review underwriters’ proposals and submit a written analysis of same to the County.
• Undertake any and all other financial planning and policy development assignments made by the County regarding bond and other financing and related fiscal policy and programs.
• Assist the County in preparing financial presentations for public hearings and/or referendums.

C. **Special Services**

Upon request of the County, Financial Advisor may provide other services which shall include, but are not limited to the following:

• Impact fee financial analysis.
• Rate analysis.
• Management analysis.
• Referendum assistance.
• Legislative initiatives.
• Project assessment analysis.
• Implementation of revenue enhancement programs.
• Arbitrage and rebate services.
• Financial analysis of projects being developed by engineer/architect studies.
• Negotiate on behalf of the County for proposed projects.

D. **Investment Management Services**

Provide Investment Management Services for such Funds as the County may from time to time assign by written notice to Davenport. Fees for such services will be determined on a task-order basis and the County will negotiate a fixed fee, task fee, or hourly rate for each special task prior to undertaking the task.

**Article II. Compensation**

For the professional services described above, Davenport will be compensated based upon an hourly rate structure, as follows:

<table>
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<th>Position</th>
<th>Hourly Rate</th>
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<tr>
<td>Senior Vice President</td>
<td>$295/ Hour</td>
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<tr>
<td>First Vice President</td>
<td>$275/ Hour</td>
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<tr>
<td>Vice President</td>
<td>$255/ Hour</td>
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<tr>
<td>Associate</td>
<td>$220/ Hour</td>
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</table>
Davenport will provide the County with a complete break-out of the hours and each professional involved, as well as the work performed.

A. Transaction Compensation

In addition to the hourly compensation, Davenport will be entitled to receive a transaction completion fee. Such fee will be agreed upon by the parties in advance and subject to a minimum fee of $40,000 per transaction. Davenport shall only be compensated for any issuance of bonds and/or notes or loan upon successful completion and closing of such financing.

B. Reimbursement for Out-of-Pocket Expenses

Davenport shall be entitled to receive its agreed upon fees plus reasonable and necessary out-of-pocket expenses, including costs of travel, meals, lodging, express mail, legal fees incurred in connection with the services pertaining to this Agreement provided, however, that such fee and out-of-pocket expenses shall be rendered payable quarterly in arrears but only to the extent that the Financial Advisor furnishes to the County, an invoice containing a detailed list of event and associated cost for such fees and expenses. In addition, the County shall pay four percent (4%) of the fee amount billed for indirect expenses such as conference calls, printing, binding, postage and other incidental expenses.

Article III. Direct Personnel Expense

Davenport represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the County. Further, all services required hereunder will be performed by Davenport or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services. The Principal financial advisory persons assigned to render service to the County shall be David Rose and Courtney Rogers. Any substitution shall have prior written approval of the County.

Article IV. Term of Agreement

The Agreement term is for an initial period of one (1) year from the effective date. The Agreement shall be extended automatically thereafter for one (1) year terms on the anniversaries of the effective date unless terminated earlier in accordance with termination provisions of this Agreement.
Article V. General Conditions

A. Assignment

Neither the County nor the Financial Advisor shall assign, sublet, or transfer their rights or obligations in Agreement without the written consent of the other.

B. Non-discrimination

1. During the performance of this contract, Davenport agrees as follows:

   a. Davenport will not discriminate against the employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment, except where there is a bonafide occupational qualification reasonably necessary to the normal operation of the contractor. Davenport agrees to post in conspicuous places, available to employees and applications for employment, notices setting forth the provisions of the nondiscrimination clause.

   b. Davenport in all solicitations or advertisements for employees placed on behalf of the contractor will state that such bidder is an equal opportunity employer.

   c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. Davenport will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

C. Drug-free workplace

During the performance of this contract, Davenport agrees to (i) provide a drug-free workplace for Davenport’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notify employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in Davenport’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in
all solicitation or advertisements for employees placed by or on behalf of Davenport that Davenport maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section “drug-free workplace” means a site for the performance or work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this contract.

D. Representatives and Notices

A. The County representative shall be the County Manager or as otherwise designated in writing by the County Manager.

B. Davenport’s representative shall be David P. Rose or as designated in writing and accepted by the County in writing.

C. Any bills, invoices or reports, required by this Agreement shall be sufficient if sent by the parties in United States, postage paid, to the appropriate party at the respective address noted. Any notices shall be sent by certified mail.

E. Termination of Agreement

1. This Agreement is subject to termination by either party on thirty (30) days advance written notice to the other at its address as herein above specified. However, in the event bonds are sold, Davenport shall continue to render services relating to the issuance of municipal securities by the County within the Agreement Year.

2. In the event of such termination, Davenport shall be entitled to receive only the fair value, in compliance with ARTICLE II, of services rendered hereunder prior to the effective date of such notice of termination. All work products produced by Davenport shall be property of the County and turned over to the County upon termination of the Agreement.

F. Compliance with Local, State and Federal Rules, Regulations and Laws

Davenport shall comply with all applicable laws, orders and codes of the Federal, State and local governments as they pertain to this Agreement.
G. Interest of Members of County

No members of the governing body of the County and no other official, employee or agent of the County who exercises any functions or responsibilities in connection with the carrying out of the services to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

H. Findings Confidential

Unless otherwise required by law, all of the reports, information, data, etc., prepared or assembled by the consultant under this Agreement are confidential; and Davenport agrees that the same shall not be made available to any individual or organization without the prior written approval of the County.

I. Ownership of documents

All documents and/or computer models prepared or obtained by Davenport shall remain the property of the County.

J. Prohibition Against Contingent Fees

Davenport warrants that it has not employed or retained any company or person, other than bona fide employee working solely for the consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Davenport any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this agreement.

K. No Agency Relationship

Davenport is not the agent, subagent or representative of the County, and this Agreement shall not make the County liable to any person, firm corporation or other who contracts with or who provides goods or services to Davenport in connection with the services it has agreed to perform hereunder or otherwise, or for debts or claims accruing to such parties against Davenport; and there is no contractual relationship, either express or implied, between the County and any other person, firm, corporation or other supplying any work, labor, services, goods or materials to Davenport as a result of its services to the County hereunder or otherwise.
L. **Modification of Scope of Services**

It shall be the responsibility of Davenport to notify the County, in writing, of any necessary modifications or additions in the Scope of this Agreement. Compensation for changes or additions in the Scope of this Agreement will be negotiated and approved by the County in writing. Furthermore, it is understood and agreed by both parties that any modifications or additions to this Agreement prior to the County’s written approval shall be at the total risk of Davenport and may not be compensated.

M. **Assurance of County**

The County agrees to cooperate fully with Davenport in its fulfillment of the duties specified in this Agreement. Without limited the foregoing, the County shall make available to Davenport any information the County possesses relevant to services to be undertaken by the consultant and appropriate members of the County staff for assistance to and/or consultation by Davenport.

N. **Insurance**

Davenport shall purchase and maintain insurance coverage including General Liability insurance in an amount of $1 million per occurrence and $2 million aggregate; Workman’s Compensation insurance; and Commercial Umbrella Liability insurance with an annual aggregate of $10 Million.

O. **Headings**

All headings and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

P. **Severability**

If any part, term, or provision of this Agreement, shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be reformed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provision or portion of the contract document.

Q. **Non-appropriation**
Notwithstanding anything constrained herein to the contrary, this contract shall be terminated if all of the following events have occurred:

1. Funds are not appropriated for a subsequent fiscal period during the term of this contract for the acquisition of substantially the same functions as provided for herein, and written notice thereof is given to Davenport at least thirty (30) days prior to the first day of such subsequent fiscal periods or within five (5) days of the approval of the final budget for such fiscal year, whichever occurs later.

2. County has exhausted all funds legally available for payment under this contract.

Upon such termination, Davenport’s only remedy shall be to terminate the contract at the end of the fiscal period during which notice is given. Payment in compliance with the contract for materials, goods and services rendered hereunder during the fiscal year at the end of which termination occurs, without penalty, termination, profit or overhead expenses of any kind shall constitute full performance on the part of the County.

Article VI. Agreement Constructed Under Georgia Laws

The AGREEMENT is to be executed and performed in the State of Georgia and shall be constructed in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in Bibb County Superior Court or the Federal District Court for the Middle District of Georgia (Macon Division).

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed at the place and on the day herein above first written.

MACON-BIBB COUNTY, GEORGIA

By:
Robert A.B. Reichert
Mayor

DAVENPORT & COMPANY LLC

By:
David Rose
Senior Vice President & Manager
**Tuesday, May 13, 2014**

**ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE**

**COMMITTEE MEMBERS**
Commissioner Schlesinger - Chair  
Commissioner Tillman - Vice Chair  
Commissioner Lucas  
Commissioner Defore  
Commissioner Watkins  
Julie Moore - Staff Contact  

1. Approval of Minutes

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2. APPLICATIONS FOR LOW INCOME HOUSING TAX CREDIT

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<td>2. APPLICATIONS FOR LOW INCOME HOUSING TAX CREDIT</td>
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<td>Public</td>
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<td>Type</td>
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Administrative File Attachments


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<th>Subject</th>
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<td>2. APPLICATIONS FOR LOW INCOME HOUSING TAX CREDIT</td>
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<td>Type</td>
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File Attachments

- 5-13-2014 - Presentation Mallard Lakes.pdf (3,240 KB)
3. DRAFT AGREEMENT FOR WORKFORCE DEVELOPMENT

Subject: A. A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION FOR THE MAYOR TO EXECUTE THE CHIEF LOCAL ELECTED OFFICIALS AGREEMENT BETWEEN MACON-BIBB COUNTY, GEORGIA AND THE TOWN OF PAYNE CITY UNDER THE WORKFORCE INVESTMENT ACT

Meeting: May 13, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

Category: 3. DRAFT AGREEMENT FOR WORKFORCE DEVELOPMENT

Access: Public

Type: Action

File Attachments:
- 5-13-2014 - Chief Local Elected Officials.pdf (1.169 KB)

4. MODIFY URBAN REDEVELOPMENT PLAN

Subject: A. A RESOLUTION OF THE MACON-BIBB COMMISSION TO MODIFY AN URBAN REDEVELOPMENT PLAN FOR ONE OR MORE SLUM, BLIGHTED OR UNDERDEVELOPED AREAS WITHIN MACON-BIBB COUNTY

Meeting: May 13, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

Category: 4. MODIFY URBAN REDEVELOPMENT PLAN
5. APPOINTMENTS TO THE MACON-BIBB COUNTY INDUSTRIAL AUTHORITY

Subject: A. AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AMENDING CHAPTER 2 ADMINISTRATION OF THE MACON-BIBB COUNTY CODE OF ORDINANCES TO ADDRESS METHODS OF APPOINTMENT OF CERTAIN MEMBERS TO THE MACON-BIBB COUNTY INDUSTRIAL AUTHORITY

Meeting: May 13, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

Category: 5. APPOINTMENTS TO THE MACON-BIBB COUNTY INDUSTRIAL AUTHORITY

Access: Public

Type

File Attachments

5-13-2014 - Amendment to Urban Redevelopment Plan (2).pdf (1,432 KB)

5-13-2014 - Ordinance Addressing MBCIA Appointment.pdf (647 KB)
ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

MINUTES

April 22, 2014

The Economic and Community Development Committee was called to order at 10:45 a.m. by Committee Chairman Schlesinger.

COMMITTEE MEMBERS PRESENT:
Commissioner Larry Schlesinger
Commissioner Ed DeFore
Commissioner Elaine Lucas
Commissioner Virgil Watkins
Commissioner Al Tillman

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Mayor Pro Tem Bert Blivins
Commissioner Gary Bechtel
Commissioner Mallory Jones
Commissioner Scotty Shepherd
Sheriff David Davis
Judd Drake, County Attorney
Shelia Thurmond, Clerk of the Commission
Charles Coney, Asst. County Manager
Steve Layson, Asst. County Manager
Chris Floore, Assistant to the County Manager
Julie Moore, Assistant to the County Manager
Doran Dvorak, County Attorney’s Office
Crystal Jones, Asst. County Attorney
Jean Howard, Asst. Clerk of the Commission
Janice Ross, Training and Events Coordinator
Ben Hubbard – Director of Human Resources
Bel Wall, Asst. Director of Human Resources
Dale Dougherty, Director of Recreation
Carl Hodge, Tennis Pro
Danny Thompson, Sheriff’s Office
Marvin Riggins, Fire Chief
Shane Edwards, Asst. Fire Chief

NEWS MEDIA:
Jim Gaines, The Telegraph
Anita Oh, 13 WMAZ
Ron Wildman, WPGA TV

VISITORS/GUESTS:
Mark Stevens, Executive Director, Macon Mall

1. Approval of Minutes from meeting on April 8, 2014

ACTION:

On motion of Commissioner Tillman, seconded by Commissioner Watkins and carried unanimously with Commissioners Schlesinger, Lucas, and DeFore voting in the affirmative, the minutes of April 8, 2014 were approved.

2. Eisenhower Community Improvement District

Mark Stevens, Executive Director of the Macon Mall, explained that due to time constraints the CID will be delayed until 2015. He stated that he hoped to have the project completed by July 2015 but will report quarterly to the Commission to keep them updated. He thanked the Commission for the support of the project.
3. John Drew Tennis Center

Dale Dougherty introduced Carl Hodge who reported on the financial impact of the John Drew Tennis Center. Mr. Hodge stated that for the 2014 year there will be a total of 13,150 players and spectators visiting the community to attend tennis tournaments. With the assistance of the Convention and Visitors Center they estimated that the direct sales total $4.2 million and the estimated economic impact using the 1.5 multiplier totals $6.3 million. This influx creates 96 jobs. He highlighted the Adult State Championship which brings in 900 players and 300 spectators, the Junior State Team Tennis which brings in 1,000 players and 2,000 spectators and the Junior State Championship which brings in 600 players and 1,800 spectators. Mr. Hodge stated that not just the government tennis courts are used but also the courts at Wesleyan College, Middle Georgia State College and private schools.

Committee Chairman Schlesinger thanked Mr. Hodge for his presentation and stated that he would like to visit the John Drew Tennis Center. Other Committee members concurred.

4. Senior Citizens’ Center

ACTION

On motion of Commissioner Tillman, seconded by Commissioner Watkins and carried unanimously with Commissioners Schlesinger, Lucas, and DeFore voting in the affirmative, the meeting was closed for the purpose of discussing or voting on authorizing negotiations to purchase, dispose of or lease property as provided in O.C.G.A. 50-14-3(b)(1)(B).

ACTION:

On motion of Commissioner DeFore, seconded by Commissioner Tillman and carried unanimously with Commissioners Schlesinger, Lucas, and Watkins voting in the affirmative, the meeting was reopened.

5. Amending the Code to Provide for the Sale of Growlers

Mayor Reichert stated there is a growing interest in Growlers which offers a fresh, economical and environmentally friendly location. The containers are normally 64 ounces, amber in color and are reusable. Customers purchase the container one time, bring it back where it is washed and re-used. Growler beer cannot be consumed on the premises. The bottle is capped and the customer takes it home to consume. For this reason, new ordinances are needed to address the growing business. Mr. Drake addressed the ordinance. He stated that he would like to add the word solely to the second sentence so it would read “The sale of growlers in compliance with this ordinance is authorized for establishments solely licensed under ordinance section 4-124 (a) (1) for the retail package sales of wine and malt beverages.

ACTION:

On motion of Commissioner Tillman, seconded by Commissioner Watkins and carried unanimously with Commissioners Schlesinger, Lucas, and DeFore voting in the affirmative, the Ordinance of the Macon-Bibb County Commission Amending Article V of Chapter 4 of the Code of Ordinances of the Macon-Bibb County, Georgia to Add Provisions Applicable to the Sale of Growlers; to Provide For Severability; To Repeal Conflicting Ordinances and for Other Purposes was approved.

April 22, 2014
6. Continued Participation in the Heartbeat Incentive Program

Alex Morrison stated this was the same Incentive Program approved in 2010 for three years. The only difference is this program is now for five years.

**ACTION:**

On motion of Commissioner Tillman, seconded by Commissioner Watkins and carried unanimously with Commissioners Schlesinger, Lucas, and DeFore voting in the affirmative, the Resolution of the Macon-Bibb County Commission Approving Macon-Bibb County’s Continued Participation in the “Heartbeat Incentive Program” whereby Proposed Mixed Used Developments in the Central Business District may Be Granted the Benefit of Reduced or Eliminated Property Taxes According to the Applicable Savings Schedule Through the Use of “Payment in Lieu of Taxes” (Pilot) Transactions Administered by the Urban Development Authority and for other Purposes was approved.

There being no further business and on motion duly made and seconded, the meeting was adjourned.

____________________________
Shelia Thurmond, CCC
Clerk of the Commission
The A.L Miller High School project will consist of 62 new, adaptive reuse units in the former school and new construction of nine (9) single family homes on an eleven acre site at 2241 Montpelier Ave. The historic renovation and unique repurposing of the A.L. Miller High School combined with new units will give residents a superb housing option the Montpelier Heights neighborhood. Macon has lacked affordable housing development in the last four years and this project is welcome news in the community. The project is centrally located with many amenities within walking distance including churches, medical offices, Mercer University, local parks and numerous retail outlets. Further, the City is making revitalization and removal of blight a center piece of their initiatives to improve life in Macon.

The development will offer one, two and three bedrooms units with rents ranging from the 50% to 60% AMI range. It will be financed using both state and federal Affordable Housing Tax Credits along with State and Federal Historic Tax Credits. The project is also applying for the 8.5-year property tax assessment freeze through the Georgia Preferential Property Tax Assessment Program for Rehabilitated historic properties. This, combined with energy efficient steps taken to manage utilities, will help give the project a sustainable operating budget.

The development team is working closely with the City of Macon to formulate an all-inclusive redevelopment plan. The A.L Miller School is specifically listed as a target property for rehabilitation by Macon’s 2011 Urban Renewal Plan. Additionally, the City of Macon is in full support of the revitalization of the property and the creation of high quality affordable housing. Located within the Montpelier Heights neighborhood, the building has been an eyesore for many years and the School Board has surplused the building to avoid burdensome maintenance and upkeep costs. With the City’s support and desire to see the project come to fruition, we feel the project should be awarded the three community-driven housing strategies points.

The City of Macon, as part of its strategic initiatives, has instituted a policy goal of cleaning up blight. To this end the city has demolished over 100 structures in the last two years. The rehabilitation of the A.L Miller School will preserve the fabric of the neighborhood while also providing housing for future generations. The A.L. Miller School campus was on the 2008 Georgia Trust “Places in Peril” list; meaning that this campus is seen as an endangered historic property in Georgia, with no viable plan for renewal for 6 long years. This historic renovation, coupled with the new construction of nine single family homes will act as a catalyst for revitalizing the surrounding neighborhood which has suffered from a lack of investment in recent years. The proximity to Mercer University (approximately 0.5 miles) only assists in community impact should the area see continued redevelopment.

The proposed development with include the significant rehab of the existing A.L Miller School buildings as well as the construction of nine new single family homes on the site. The proposed construction budget is $9.23MM or approximately $130M per unit. Construction will include the installation of energy efficient components, high efficiency central water heating for the Miller school units, refurbishing of the significant historical components according to SHPO standards. Additionally, the project will provide residents with a playground, gazebo and outdoor gathering area. Through the Southface Institute, the project will be both Earthcraft communities and multifamily certified.
Attachment 2

MACON, GEORGIA

BIBB COUNTY

2241 MONTELEER AVENUE

FOR THE RENOVATION OF A.L. MILLER HIGH SCHOOL

SITE ANALYSIS PACKAGE
Possible Team Commitment to Utilizing Local and Small Businesses When

Integrated Team – Development and Architecture

Units, Multiple Retail, Hospitality and Shopping Centers

The Team has Successfully Developed and Designed 911 Residential
Sunchase

Manages over 60 properties in seven states.

Southeastern United States.

Texas to Florida and offers the best service across the

Founded in 1990, Sunchase reaches from North Carolina to

management company.

Sunchase American is a full service residential real estate

Creating Value through Experience & Professionalism

Attachment 2.6

Conclusion

The Schedule

The Project

Team Experience

Why Roundstone
<table>
<thead>
<tr>
<th>Year</th>
<th>Project</th>
<th>Location</th>
<th>Size</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>2000</td>
<td>Project A</td>
<td>Texas, TX</td>
<td>50,000 sq ft</td>
<td>Office</td>
</tr>
<tr>
<td>2001</td>
<td>Project B</td>
<td>Florida, FL</td>
<td>100,000 sq ft</td>
<td>Residential</td>
</tr>
<tr>
<td>2002</td>
<td>Project C</td>
<td>California, CA</td>
<td>75,000 sq ft</td>
<td>Retail</td>
</tr>
<tr>
<td>2003</td>
<td>Project D</td>
<td>Texas, TX</td>
<td>150,000 sq ft</td>
<td>Commercial</td>
</tr>
<tr>
<td>2004</td>
<td>Project E</td>
<td>New York, NY</td>
<td>200,000 sq ft</td>
<td>Mixed Use</td>
</tr>
<tr>
<td>2005</td>
<td>Project F</td>
<td>Florida, FL</td>
<td>250,000 sq ft</td>
<td>Hospitality</td>
</tr>
</tbody>
</table>

**Experience List**

Roundstone Development

**Attachment 2.3**

- Condition
- Schedule
- Process

**Team Experience**

Roundstone
experience with HUD and Tax Credit Programs along with traditional market rate projects.

and Oklahoma units across Texas, Mississippi, New Mexico, Florida.

Brian Rumsey has completed approximately 8,000 Multifamily Projects.
"We have worked with Roundstone on several projects. Roundstone has proven themselves time and time again to be excellent developers."

"Kim Fouts, Asst. City Manager Temple, TX"

"This Community is exceptional in quality and is very well perceived in the market. We are very pleased with the results. The facility is complete and operational, now that the project is complete."

"Dean Neel, Director of Zoning, Palmessa Park, FL"

"Given its highly visible location, the City was interested in a project that would make a positive visual statement while also providing needed workforce housing."

"Why Roundstone"
The Roundstone Vision

- Closest property is exclusive to seniors
- Minimal impact on existing tax credit developments as the
  certification in accordance with DCA standards
- Project will commit to obtaining a sustainable building
  100% affordable housing units
- Project is located in an expanding area of town
- Located at approximately 1425 Hall Road, Macon, GA

Project Details

Project Name - Mallard Lakes

The Schedule

Conclusion

Why Roundstone

ATTACHMENT 2

The Project

Team Experience
Development Site

- Residential homes nearby developments and other multifamily neighborhoods as there are suited to the area
- The project will be well primarily vacant land
- Area surrounding site is
Microwaves
Refrigerator with Ice Maker
Patios
Full Size Washer Dryer Connections
Garage Doors
Walk In Closets
Garden Tub
Energy Star Appliances

Unit Amenities

Three-story Garden Style Design

Covered Pavilion with Picnic Table & Grill
Swimming Pool
Furnished Community Room
Onsite Laundry
Perimeter Parking

Project Amenities

Building Details

8 - 4 bed/2.5 bath
24 - 3 bed/2 bath
30 - 2 bed/2 bath
30 - 1 bed/1 bath

92 Residential Units

The Roundstone

ATTACHMENT 2.B
The Schedule
The Project
Team Experience
Why Roundstone
Typical Front Elevation

Architectural Rendering for Proposed Developmental Style

The Roundstone Vision

Attachment 2.B

Conclusion

The Schedule

The Project

Team Experience

Why Roundstone
1 Bedroom Sample Unit Plan (from a similar development) - 750 SF

The Roundstone Vision
3 Bedroom Sample Unit Plan (from a similar development) - 1,193 SF

The Roundstone Vision

ATTACHMENT 2.B

Conclusion

The Schedule

The Project

Team Experience

Why Roundstone
4 Bedroom Sample Unit Plan (from a similar development) - 1,425 SF

The Roundstone Vision

ATTACHMENT Z.2B

The Schedule

Team Experience

Why Roundstone
Government contributions and owner equity
Credit equity, conventional lender financing, local
Permenent financing Funding sources will include tax
which equals to $135 per square foot
The total development cost is approximately $122M

Project Costs and Financial Feasibility

The Roundstone Vision
Local Participation Plan

Community Outreach – Our team will coordinate with the City of Macon,
Bibb County, the Chamber of Commerce, and others.

Advertising – Local newspaper, property Facebook page, & apartmentguide.com

ATTACHMENT 2:
Project Schedule
Team Experience
Why Roundstone

Conclusion
Approximately 7.9 million to the local economy

Every new 100 unit tax credit development contributes maintenance, pest control, etc.

by outsourcing labor for landscaping, carpet cleaning, pool

Ongoing property maintenance will benefit the community

management

Development will add 2.5 new permanent jobs in property

In addition to approximately 120 construction jobs,

Approximately $30,000+ per year in property taxes

Value to the Community

Integrated Team - Development and Architecture

Tax Credit Financed Housing

The Team has Successfully Developed Over 5,500 Units of

ATTACHMENT 2.B

The Schedule

The Project

Team Experience

Why Roundstone

Conclusion
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO SUPPORT
HUNT SCHOOL PARTNERS, L.P. AND ITS APPLICATION FOR LOW INCOME
HOUSING TAX CREDITS TO ACQUIRE AND REDEVELOP THE FORMER HENRY
A. HUNT ELEMENTARY SCHOOL PROPERTY LOCATED AT 990 SHURLING
DRIVE IN MACON-BIBB COUNTY, GEORGIA; AND FOR OTHER PURPOSES.

WHEREAS, the Georgia Department of Community Affairs is accepting applications for
Low Income Housing Tax Credits until June 5, 2014; and

WHEREAS, the former Henry A. Hunt Elementary School, located at 990 Shurling
Drive, Macon, Georgia, was declared “surplus property” by the Macon-Bibb County School
Board; and

WHEREAS, the former Henry A. Hunt Elementary School has exceeded its useful life
and is functionally obsolete, as shown in the attached Exhibit “A”; and

WHEREAS, Hunt School Partners, L.P. has entered into a Purchase and Sale Agreement
with the owner and will submit an application to the Georgia Department of Community Affairs
for an allocation of Low Income Housing Tax Credits, in order to construct approximately sixty
(60) housing units for elderly persons, and

WHEREAS, the housing units will have various site amenities, and a variety of
supportive services for the elderly residents, as shown in the attached Exhibit “B”; and

WHEREAS, the Macon-Bibb County Commission supports this proposed project, and
believes that the re-development of the former Henry A. Hunt Elementary School property
fulfills an important public purpose and a needed re-investment that benefits the future residents
and the surrounding neighborhood, and provides a substantial benefit to Macon-Bibb County;
and
WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same to support Hunt School Partners, L.P. with its application for Low Income Housing Tax Credits for the purchase and redevelopment of the Henry A. Hunt Elementary School in Macon-Bibb County, Georgia.

SO RESOLVED this ____ day of ______________, 2014.

______________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:
______________________________
SHELIA THURMOND, CLERK OF COMMISSION
SPONSOR: COMMISSIONERS TILLMAN AND WATKINS

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO SUPPORT
THE BENOIT GROUP, LLC, TO REDEVELOP THE MACON GARDENS PROPERTY
LOCATED AT 3601 MERCER UNIVERSITY DRIVE IN MACON-BIBB COUNTY,
GEORGIA; AND FOR OTHER PURPOSES.

WHEREAS, the Georgia Department of Community Affairs is accepting applications for
Low Income Housing Tax Credits until June 5, 2014; and

WHEREAS, Macon Gardens consists of low income house originally built in 1981; and

WHEREAS, Macon Gardens has been minimally maintained and is now in dire need of
a full renovation due to its severe deterioration; and

WHEREAS, The Benoit Group, LLC, has expressed an interest in rehabilitating Macon
Gardens in a manner that will preserve the affordability of the units to which the residents of
Macon Gardens have grown accustomed to; and

WHEREAS, The Benoit Group, LLC has expressed an interest in submitting an
application to the Georgia Department of Community Affairs for an allocation of Low Income
Housing Tax Credits, in support of the rehabilitation of Macon Gardens so as to provide
affordable rental housing in the community; and

WHEREAS, the proposed revitalization and rehabilitation will result in several
improvements to the property, as shown in the attached Exhibit “A”; and

WHEREAS, the Macon-Bibb County Commission supports this proposed project, and
believes that the revitalization and rehabilitation of Macon Gardens fulfills an important public
purpose and a needed re-investment that benefits the future residents and the surrounding
neighborhood, and provides a substantial benefit to Macon-Bibb County; and

WHEREAS, this resolution will benefit and promote the health, safety, morals and
welfare of the citizens of Macon-Bibb County.
NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same to support The Benoit Group, LLC, to redevelop Macon Gardens in Macon-Bibb County, Georgia. This support is non-financial in nature, as there is no allocation of funding included in this resolution. Furthermore this support is provided for the project as outlined and shall not constitute the endorsement or approval of the development entity and its capacity to develop the property as outlined.

SO RESOLVED this _____ day of ____________, 2014.

_____________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:
SHELIA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE THE CHIEF LOCAL ELECTED OFFICIALS (LEO) AGREEMENT BETWEEN MACON-BIBB COUNTY, GEORGIA AND THE TOWN OF PAYNE CITY, GEORGIA UNDER THE WORKFORCE INVESTMENT ACT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

WHEREAS, the State of Georgia has determined that workforce development is critical to the long-term economic health of the state; and

WHEREAS, the driving force for the envisioned workforce development system should be local employer-driven partnerships focused upon continuous improvement of customer services; and

WHEREAS, cost effective grant management, oversight, and strategic planning for the local partnerships is best provided through intergovernmental collaboration; and

WHEREAS, the Georgia State Workforce Board ("State Board") established pursuant to the Workforce Investment Act of 1998 ("WIA") is required to designate Workforce Investment Areas ("Areas"); and

WHEREAS, each Area shall have a local Workforce Investment Board appointed by Chief Elected Officials in accordance with the WIA and State criteria; and

WHEREAS, each Area containing two or more general purpose local governments is required to execute an agreement between the Chief Local Elected Officials of those governments; and

WHEREAS, Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia provides, in pertinent part, that any county, municipality, or other political subdivision of the State of Georgia may contract for any period not exceeding 50 years with each other or with any public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, for such activities, services, or facilities which the county, municipality, or public authority is authorized by law to undertake or provide.

NOW, THEREFORE, BE IT RESOLVED by Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute the Chief Local Elected Officials (LEO) agreement between Macon-Bibb County, Georgia and the
Town of Payne City, Georgia under the Workforce Investment Act, in substantially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this _____ day of May, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST:

SHEILA THURMON, CLERK OF COMMISSION

(SEAL)
CHIEF LOCAL ELECTED OFFICIALS (LEO) AGREEMENT BETWEEN
MACON-BIBB COUNTY, GEORGIA AND THE TOWN OF PAYNE CITY, GEORGIA
UNDER THE WORKFORCE INVESTMENT ACT
As of July 1, 2014

WHEREAS, the State of Georgia has determined that workforce development is critical to the long-term economic health of the State; and

WHEREAS, the driving force for the envisioned workforce development system should be local, employer-driven partnerships focused upon continuous improvement of customer services; and

WHEREAS, cost-effective grant management oversight and strategic planning for the local partnerships are best provided through intergovernmental collaboration; and

WHEREAS, the Georgia State Workforce Board ("State Board"), established pursuant to the Workforce Investment Act of 1998 ("WIA"), is required to designate Workforce Investment Areas ("Areas"); and

WHEREAS, each Area shall have a local Workforce Investment Board ("Local Board") appointed by Chief Local Elected Officials in accordance with the WIA and State criteria; and

WHEREAS, each Area containing two or more general purpose local governments (cities and counties) is required to execute an agreement ("Agreement") between the Chief Local Elected Officials of those governments.

NOW, THEREFORE, BE IT RESOLVED as follows:

This Agreement, hereinafter referred to as the CLEO (Chief Local Elected Official) Agreement, is being entered into by Macon-Bibb County and the Town of Payne City (the "Parties"). Hereinafter, the Mayor of Macon-Bibb County and the Mayor of Payne City shall collectively be referred to as Local Elected Officials (the "LEOs"). This Agreement's purpose is to describe how the LEOs will organize themselves and act to fulfill their responsibilities for WIA services provided in local Workforce Investment Area Number 10, as designated by the Governor of Georgia.

1. AREA DESIGNATION

Macon-Bibb County and the Town of Payne City have been designated as a Workforce Investment Area under the WIA, Area 10.

2. AREA NAME

The Area shall be titled the Macon-Bibb County Workforce Investment Area.
3. **PRIOR AGREEMENT**

The City of Macon and Bibb County entered into a prior CLEO agreement on or about July 1, 2012, which preceded consolidation of the two governments. In accordance with the Consolidation Charter, as amended, that agreement remains in effect until action is taken by the Macon-Bibb Commission.

4. **THE CHIEF LOCAL ELECTED OFFICIAL**

In accordance with the Local Workforce Investment Good Governance Act for Georgia, an election for the CLEO shall occur every two years. On April 22, 2014, the LEOs met to discuss the duties and responsibilities of the CLEO under the Workforce Investment Act. The Mayor of Macon-Bibb County was elected to serve as the CLEO beginning July 1, 2014 and continuing until June 30, 2016.

5. **CHIEF LOCAL ELECTED OFFICIAL (CLEO) AND WORKFORCE INVESTMENT BOARD (WIB) FUNCTIONS**

In accordance with WIA, the CLEO shall perform the following functions:

a. Provide general oversight over the local workforce investment system.

b. Serve as the grant recipient of the federal workforce investment program or designate a fiscal agent / sub-recipient of the grant funds.

c. Insure appropriate expenditure of all grant funds.

d. Appoint all Workforce Investment Board members.

e. Consult with the WIB Nominating Committee on appointments to the Local WIBs Youth Council.

f. Review and approve the local plan (and any modifications).

g. Review and approve the budget for the local WIA funds.

h. To the extent feasible, align all investments in workforce development in the Area, whether WIA resources or other resources, under the policy umbrella of the Local Board.

i. When applicable, ensure that policies of the Local Board for Workforce Development become integrated into local government overall policies for economic development, education, and workforce investment.

In partnership with the CLEO, the WIB shall perform the following functions to fulfill the requirements of the federal Workforce Investment Act of 1998 (P.L. 105-220) including:

a. Develop a five-year strategic plan that connects all investments in workforce development.
b. Conduct strategic oversight to the workforce delivery system.
c. Oversee the One-Stop Delivery System.
d. Develop and monitor the budget.
e. Develop and enter into Memorandum of Understandings with workforce development system partners for the implementation and operation of the service delivery system in the local area.
f. Certify one-stop center operators and affiliate sites.
g. Negotiate performance measures with the State of Georgia.
h. Adopt such policies as may be required for the provision of workforce services.
i. Promote quality in customer service.
j. Provide continuous accountability and evaluation through customer satisfaction surveys and other performance outcomes.

6. GRANT SUB-RECIPIENT/ FISCAL AGENT

a. As of July 1, 2013, the CLEO, with the approval of the Governor of Georgia and in accordance with WIA, designated the Middle Georgia Regional Commission as the grant sub-recipient and fiscal agent for WIA 10. The Middle Georgia Regional Commission shall have the full authority given under the WIA and regulations promulgated thereunder to maintain a system for regular monitoring and audits of sub-recipients of WIA grant funds in order to satisfy the requirements that funds are being expended in accordance with sub-recipient agreements and in compliance with the applicable rules and regulations, that activities being carried out are authorized by statute, grant agreement, or policy.

b. On a quarterly basis, the Middle Georgia Regional Commission, on behalf of the Workforce Investment Board, will provide to the Parties:

i. Reports and other documents that summarize the current financial conditions of all WIA grants awarded to Area 10, including income, expenditures, fund balances, comparison to approved budget, and other financial metrics the LEOs may identify in conjunction with the execution of their responsibilities under this Agreement.

ii. Reports and other documents that summarize current program performance for Area 10 against the negotiated performance standards under WIA, including whether the local area is meeting, exceeding, or failed to meet each performance standard.

iii. Reports and other documents that summarize accomplishments and known compliance issues or concerns, including an explanation of any out-of-compliance notices received for any of the programs for which the Parties retain ultimate financial liability.
7. LOCAL BOARD APPOINTMENTS

a. The CLEO, on behalf of the Parties, shall appoint Local WIB members in accordance with the Workforce Investment Act, implementing federal regulations, criteria established by the State and this Agreement. The CLEO agrees to consult with the Mayor of Payne City on appointments to the WIB.

b. The Local Board shall consist of no more than 25 members. A total of six members must represent the following sectors on the WIB: Federal Labor organizations (2 members); Community College (1 member); Department of Rehabilitative Services (1 member); Georgia Department of Labor (1 member); and Job Corps (1 member).

c. Member terms shall be for three years each. Members may serve two consecutive terms and then shall go off the Board for at least one year. The current members shall continue until their terms expire, and new appointees shall be by this procedure.

8. TERM

This Agreement shall take effect on July 1, 2014 and shall remain in effect until amended or terminated in accordance with this paragraph or until the earlier of (i) July 1, 2016, or (ii) the Workforce Area is amended or dissolved or (iii) WIA is otherwise de-authorized.

9. AMENDMENT

This Agreement may be amended at any time by the written, signed consent of all the parties.

10. CONFLICT OF INTEREST

Should either LEO have a conflict of interest pertaining to any issue arising from this Agreement, or if there is an appearance of a conflict of interest, that member shall declare the nature of the conflict prior to any discussion on the issue and shall not vote or participate in the discussion on said issue.

11. SEVERABILITY

Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.

12. AUTHORITY

The undersigned officials are authorized to execute this Agreement on behalf of the parties, and hereby confirm that such execution has been authorized by resolution or motion of the governing authority of the respective Party.

LEO Agreement
July 1, 2014
13. ENTIRE AGREEMENT

The Parties acknowledge that this Agreement sets forth the entire Agreement and understanding between Macon-Bibb County and the Town of Payne City and fully supersedes any and all prior agreements or understanding among the Parties and/or the LEOs pertaining to the same subject matter. Macon-Bibb County and the Town of Payne City affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors, assigns, and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

14. JURISDICTION

This Agreement shall be governed by the laws of the State of Georgia. This Agreement shall be construed as an intergovernmental contract, pursuant to Art. IX, § III, Para. I of the Georgia Constitution, and as a chief elected official agreement pursuant to 29 U.S.C. § 2832, (c)(1)(B)(I). The parties agree that jurisdictional and venue for any dispute arising under this Agreement shall be in any state or federal court of competent jurisdiction located in Macon-Bibb County, Georgia.

MACON-BIBB COUNTY

By: ________________________________
Name: Robert A. B. Reichert
Title: Mayor
Date: ________________________________

Attested:

Name: ________________________________
Title: County Clerk
Date: ________________________________

[AFFIX COUNTY SEAL HERE]
TOWN OF PAYNE CITY

By: ____________________________
Name: Grace McCrimmons
Title: Mayor
Date: __________________________
Attested: ______________________
Name: __________________________
Title: Town Clerk
Date: __________________________

[AFFIX TOWN SEAL HERE]
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO MODIFY AN URBAN REDEVELOPMENT PLAN FOR ONE OR MORE SLUM, BLIGHTED, OR UNDERDEVELOPED AREAS WITHIN MACON-BIBB COUNTY PURSUANT TO THE PROVISIONS OF THE URBAN REDEVELOPMENT LAW, (O.C.G.A. SECTION 31-6-1 AND FOLLOWING); TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

WHEREAS, Ga. L. 2012, P.5595, as amended by Ga. L. 2013, p.3942 (together, the “Act”) restructured the governmental and corporate powers, duties and functions vested in the City of Macon and Bibb County under a new charter which became effective on January 1, 2014, establishing a single county-wide government with powers and jurisdiction throughout the territorial limits of Bibb County, superseding and replacing the governments of the City of Macon and the Bibb County under the name Macon-Bibb County, the governing body for which is the Macon-Bibb County Commission (the “Commission”).

WHEREAS, Section 4 of the Act provides that all contracts, orders, leases, bonds, and other obligations or instruments entered into by the City of Macon or Bibb County or for their benefit prior to the effective date of the charter shall continue in effect according to the terms thereof as obligations and rights of Macon-Bibb County.

WHEREAS, Chapter 61 of Title 36 of the Official Code of Georgia Annotated provides for the creation of an Urban Redevelopment Plan and an Urban Redevelopment Area as those terms are defined in O.C.G.A. Section 36-61-2: and

WHEREAS, the City of Macon previously adopted an Urban Redevelopment Plan and an Urban Redevelopment Area on March 1, 2011, after holding public hearings on February 24, 2011, in accordance with Georgia law (the “2011 Plan”), a copy of which was placed on file initially with the City Council Clerk and is now on file with the Macon-Bibb County Clerk of Commission, and

WHEREAS, the Commission recognizes the need to affect positive economic change within Macon-Bibb County by maintaining an Urban Redevelopment Plan which provides decent, safe and sanitary dwellings for families in Macon-Bibb County, including the rehabilitation or production of affordable rental housing, and the adaptive reuse and rehabilitation of existing structures and unoccupied structures to prevent further blight, deterioration, and criminal activities within the Urban Redevelopment Area; and

WHEREAS, the Commission has assessed the existing housing stock and infrastructure within the Urban Redevelopment Area and its adjacent properties and determined that it consists, in part, of blighted and abandoned housing, obsolete or inadequate infrastructure, and other improvements that are in serious need of rehabilitation and repair in order to complete the goals of the 2011 Plan by 2020; and
WHEREAS, the Commission desires to make minor amendments to the adopted 2011 Plan which shall not substantially change the plan pursuant to the provisions of O.C.G.A. Section 36-61-7 (e); and

WHEREAS, the previously adopted Urban Redevelopment Area is adjacent to properties of similar characteristics that fit logically within the 2011 Plan, as shown by the cross-hatched areas identified on the revised map attached hereto as Exhibit “A” (the “Additional Areas”); and

WHEREAS, the Commission has an identified need to improve these Additional Areas and the previous Urban Redevelopment Area due to the deterioration of its existing housing stock and the need to rehabilitate and reuse abandoned structures or improvements with the Urban Redevelopment Area and the Additional Areas; and

WHEREAS, the Commission shall allocate portions of its existing CDBG funds to the Urban Redevelopment Area and the Additional Areas; and

NOW, THEREFORE, BE IT RESOLVED Macon-Bibb County formally amends and adopts the 2011 Urban Redevelopment Plan, and further agrees to include the Additional Areas as reflected on the amended map of the Urban Redevelopment Area attached hereto as Exhibit “A” and for the additional purposes stated herein; and

BE IT FURTHER RESOLVED that pursuant to O.C.G.A. 36-61-17 (a) that Macon-Bibb County, as successor in interest to the duties, obligations and agreements of the City of Macon, shall itself exercise its redevelopment powers, as defined in O.C.G.A. 36-61-17 (b), to act as the implementing agency of the Urban Redevelopment Plan; and

BE IT FURTHER RESOLVED that any and all resolutions in conflict with this resolution are hereby repealed.

SO RESOLVED this ___ day of ________________, 2014.

____________________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST: _______________________________________
SHELLA THURMOND, CLERK OF COMMISSION
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AMENDING CHAPTER 2 ADMINISTRATION OF THE MACON-BIBB COUNTY CODE OF ORDINANCES TO ADDRESS METHODS OF APPOINTMENT OF CERTAIN MEMBERS TO THE MACON-BIBB COUNTY INDUSTRIAL AUTHORITY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, by virtue of Article IX, Section III, Paragraph II of the Constitution of Georgia, Ga. Law 2012, page 5595 and Ga. Laws 2013, pages 3501, 3942 (hereinafter, the "Charter"), and by virtue of the will of the people in a referendum held on July 31, 2012 there is to be a consolidated local government known as “Macon-Bibb County”; and

WHEREAS, the Macon-Bibb County Industrial Authority (the “Authority”) was established, created and authorized by an amendment to Art. VII, § V, ¶ I of the Georgia Constitution approved by the general election of 1962 (Ga. Laws 1962, p. 885) which also granted certain powers to the Authority, the City of Macon and Bibb County; said Amendment was implemented pursuant to confirmation by said vote by an Act of the Legislature approved by the Governor on February 27, 1962. (Ga. Laws 1962, p. 2323), as later amended, specifically to increase the membership of the Authority from five to six members (Ga. Laws 1985, p. 3600) (collectively, these pieces of legislation are referred to as the “Act”); and

WHEREAS, the Amendment to the Georgia Constitution creating the Authority, as amended, was continued in force and effect by Bibb County ordinances adopted on March 6, 1984 (See also 1983 Ga. Laws, p. 5160), and February 3, 1986 (See also 1986 Ga. Laws, p. 4685) and a City of Macon ordinance adopted on March 6, 1984 (See also 1985 Ga. Laws, p. 5274); and

WHEREAS, Section 2 of the Act provides for membership of the Authority, and one such member is designated to be “The mayor of the City of Macon (or the chief executive officer of said city if hereafter otherwise titled);” and

WHEREAS, Section 2 of the Act also provides that one such member is designated to be “The chairman of the County Board of Commissioners for the County of Bibb (or the chief executive officer of the governing authority of said county if hereafter otherwise titled);” and

WHEREAS, the Charter, as amended in 2013, provides in Section 33(b) that: “Where the enabling legislation or ordinance of [a] . . . authority calls for a membership position or appointment authority for the mayor of the City of Macon, Chairperson of the Board of Commissioners of Bibb County, or the Board of commissioners of Bibb County, the term . . . 'Mayor of the City of Macon' shall be construed to refer to the mayor of Macon-Bibb County, [and] 'Chairperson of the Board of Commissioners of Bibb County' shall be construed to mean the mayor of Macon-Bibb County;” and
WHEREAS, the Charter and the Act if read together literally and without interpretation would otherwise result in the impossibility of the Mayor of Macon-Bibb County serving in two member positions of the Authority simultaneously; and

WHEREAS, the Section 10 of the Act provides that the “governing authorities of the City of Macon and of the County of Bibb are jointly authorized [now Macon-Bibb County], and from time to time, to prescribe rules, regulations and conditions, not inconsistent with the provisions hereof, for the functioning of the authority,” and Section 11(b)(10) of the Charter provides that the commission of Macon-Bibb County may “[a]dopt any other ordinance, resolution, or amendment to this charter as is allowed or not denied now or hereafter under general state law or this charter and exercise any other power as may be provided now or hereafter under general state law, this charter, or ordinance;” and

WHEREAS, the Commission of Macon-Bibb County thus desires to provide that the Act and Charter be read harmoniously together to find that the position on the Authority formerly held by the Chairman of the Board of Commissioners of Bibb County should now be an appointment by the Mayor and approved by the Commission of Macon-Bibb County.

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

Section 1.

Chapter 2 Administration of the Macon-Bibb County Code is hereby amended by adding in the previous “Article VI, Division 3 - Reserved” a new Article VI, Division 3 to read as follows:

ARTICLE VI.

DIVISION 3 - MACON-BIBB COUNTY INDUSTRIAL AUTHORITY

Sec. 2-686. Creation of Authority and Citation to Laws.

The Macon-Bibb County Industrial Authority was established, created and authorized by an amendment to Art. VII, § V, ¶ I of the Georgia Constitution approved by the general election of 1962 (Ga. Laws 1962, p. 885) which also granted certain powers to the Authority, the City of Macon and Bibb County; said Amendment was implemented pursuant to confirmation by said vote by an Act of the Legislature approved by the Governor on February 27, 1962. (Ga. Laws 1962, p. 2323), as later amended, specifically to increase the membership of the Authority from five to six members (Ga. Laws 1985, p. 3600) (collectively, said pieces of legislation are referred to hereinafter as the “Act”).

Sec. 2-687. Member Position on Authority Formerly Held by Chairman of Board of Commissioners of Bibb County.
In light of the elimination of the office of "chairman of the County Board of Commissioners for the County of Bibb" by and other provisions relating to membership on authorities in the Charter, and pursuant to the Act providing that the governing authority of Macon-Bibb County may promulgate ordinances relating to the Macon-Bibb County Industrial Authority which are permitted under and not inconsistent with the Act, said member position on the Macon-Bibb County Industrial Authority formerly filled by the serving Chairman of the Board of Commissioners of Bibb County shall henceforth be appointed by the Mayor of Macon-Bibb County and approved by a majority of the members of the Board of Commissioners of Macon-Bibb County. Said appointed member's term of office on the Macon-Bibb County Industrial Authority shall be coincident with the term of office of the Mayor of Macon-Bibb County.

Secs. 2-688 through 2-710. [Reserved].

Section 2.

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

Section 3.

This Ordinance, to the extent necessary, shall be codified in a manner consistent with the laws of the State of Georgia and Macon-Bibb County.

Section 4.

(a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases,
clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 5.

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed or set aside during the period in which the moratorium set forth herein is in effect.

Section 6.

This Ordinance shall become effective immediately upon its approval by the Mayor.

So ordained this ____ day of ____________________, 2014.

______________________________
Robert A.B. Reichert, Mayor

Attest:

______________________________
Shelia Thurmond, Clerk of the Commission
Tuesday, May 13, 2014
FACILITIES AND ENGINEERING COMMITTEE

Commissioner Al Tillman - Chairman
Commissioner Mallory Jones - Vice Chairman
Commissioner Gary Bechtel
Commissioner Ed DeFore
Commissioner Scotty Shepherd
Steve Layson - Staff Contact

1. APPROVAL OF MINUTES

Subject: A. Approval of Minutes from Meeting on April 22, 2014
Meeting: May 13, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
4-22-2014.pdf (11 KB)

2. REDEVELOPMENT OF RIVERSIDE DRIVE PROPERTY

Subject: A. A RESOLUTION TO AUTHORIZE AND APPROVE THE PROPOSED ACTION PLAN FOR REDEVELOPMENT OF THE RIVERSIDE DRIVE PROPERTY AND ASSOCIATED MANUFACTURED GAS PLANT ("MGP") AT A COST OF $100,000
Meeting: May 13, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category: 2. REDEVELOPMENT OF RIVERSIDE DRIVE PROPERTY
Access: Public
Type: Action

File Attachments
5-13-2014 - Riverside Drive Property.pdf (5,904 KB)

3. RENAMING HAYWOOD ROAD TO MARSHELL STENSON, JR. DRIVE

Subject: A. A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO RENAME HAYWOOD ROAD TO MARSHELL STENSON, JR. DRIVE
Meeting: May 13, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category: 3. RENAMING HAYWOOD ROAD TO MARSHELL STENSON, JR. DRIVE
Access: Public
Macon-Bibb County and to Establish the Procedure for Creation of Special Tax District for the Provision of Local Government Services to Provide An Adoption and Effective Date and to Provide for Other Lawful Purposes was approved.

3. Beniot Group Request Regarding Macon Gardens Apartments

Commissioner Tillman introduced Mr. Edward Harris, from the Beniot Group, who was interested in obtaining support from the Commission in order to purchase and renovate the Macon Gardens Apartments. Mr. Harris explained that in order to qualify for funds from Georgia Department of Community Affairs 2014 Qualified Allocation Plan, the project must score at least two points under the Community Redevelopment and Revitalization Plans and Strategies. In order to score these points, the local government must officially adopt the project and either loan or grant the company money to leverage the resources. Without both of these criteria being met, the company will not qualify for funding. Commissioner Tillman reminded everyone that these apartments are the ones that have been mentioned frequently in the local news coverage. Commissioner Bechtel stated that he, too, had been contacted by a company who wanted to leverage funds from the government to complete their project and qualify for the DCA grant. He felt that with budget constraints, there was no money for this purpose although he agreed this was a worthy project. Mr. Harris stated the apartment complex would require approximately $10 M in renovations which would be approximately $45,000 to $55,000 per apartment. He continued the Beniot Group would need approximately $500,000 in leverage money from Macon-Bibb County.

It was the consensus of the Commission that although this was a worthy project, the funds were not available at this time to assist the Beniot Group in the purchase of the Macon Gardens Apartments.

There being no further business and on motion duly made and seconded, the meeting was adjourned.

Shelia Thurmond, CCC
Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE AND APPROVE THE PROPOSED ACTION PLAN FOR REDEVELOPMENT OF RIVERSIDE DRIVE PROPERTY AND ASSOCIATED MANUFACTURED GAS PLANT ("MGP") # 2 AT A COST OF APPROXIMATELY $100,000.00; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission does hereby authorize and approve the proposed action plan attached hereto as Exhibit "A" of Smith, Welch, Webb and White; Joe Tanner & Associates; and Geotechnical and Environmental Consultants for redevelopment of Riverside Drive Property owned by Macon-Bibb County at 801 (former Central Services Facility) and 815 (former Bus Transit Facility) Riverside Drive at a cost of approximately $100,000.00.

BE IT FURTHER RESOLVED that the Mayor shall be authorized to take any and all actions necessary to implementation of the action plan including, but not limited to, the authority to sign, and deliver such agreements, orders, or instruments as required on behalf of Macon-Bibb County.

SO RESOLVED this ___ day of ______________, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST:
SHBIA THURMOND, CLERK OF COMMISSION
April 29, 2014

Mayor Robert Reichert
County Commissioners
Macon-Bibb County
700 Poplar Street
Macon, Georgia 31202

RE: Proposed Action Plan for Redevelopment Riverside Drive Property and Associated Manufactured Gas Plant ("MGP") # 2

Dear Mayor Reichert and County Commissioners:

It was my pleasure and privilege to listen to your questions and discuss the current status of the potential redevelopment of the property owned by Macon-Bibb County at 801 (former Central Services Facility) and 815 (former Bus Transit Facility) Riverside Drive (collectively the "Property"). In short, based on our meetings and analysis of the history of the Property and existing sampling results, Smith Welch Webb & White ("Firm"), Joe Tanner & Associates ("JTA"), and Tom Driver of Geotechnical & Environmental Consultants, Inc. ("GEC") recommend the following course of action plan:

1. First, notify EPD, Georgia Power ("GP") and Atlanta Gas Light ("AGL") (the previous owners of the Property and operators of the MGP) that Macon-Bibb County has received interest and is itself interested in possibly developing the Property for mixed residential and commercial uses. (Notifications are required under the Consent Order with EPD and the Restrictive Covenant Agreement with GP and AGL dated June 30, 2005, recorded in Deed Book 6746 pgs. 174-189.)

2. Next, conduct a sampling delineation of only that portion of the Property which is located within the polygon as shown in Exhibit "A" attached hereto ("Site"). This sampling is intended to provide Macon-Bibb County and prospective developers with an accurate delineation of the vertical and horizontal contamination of the Site so that any prospective developer will understand the costs associated with excavating any portion of the Site. GEC, in collaboration with JTA, has estimated this sampling to cost $18,020.00 which may change depending on site conditions. (Attached as Exhibit "B" is

{Doc: 01234212.DOC}
GEC’s specific description of the proposed Site exploration and associated services.) GEC will perform this site work pursuant to an enclosed agreement with Macon-Bibb County and share the results with JTA and this Firm.

(3) Thereafter, apply with the State of Georgia’s Department of Environmental Protection’s (“EPD”) for inclusion of the Site in the Voluntary Remediation Program (“VRP”). The purpose of the VRP is to work with EPD on reducing the Risk Reduction Standards (“RRS”) from the present site level of 4 to residential levels of 1 and/or 2. The delineation study coupled with previous studies should greatly assist the Commission under the VRP. Depending on the engineering and institutional controls required by EPD, the Site or portions of the Site may thereafter be suitable for residential uses. Moreover, should a prospective purchaser contract to purchase the Property, the project may be transferred to EPD’s Brownfields program which affords limitations on liability for purchasers of brownfield sites and property tax abatement.

The Firm, GEC and JTA will work together on the VRP application, associated submissions and moving the Property through the VRP process. The VRP application fee is $5,000.00. The estimated cost of GECs and JTA’s involvement in the VRP process will be about $40,000.00. Although this Property stands a very good chance of approval for residential uses through the VRP, there are simply no guarantees. These cost estimates do not include any attorney’s fees or costs for litigation or appeals. In sum, undertaking actions (1), (2) and (3) will cost Macon-Bibb County approximately $70,000.00 inclusive of the application fee but exclusive of expenses and legal fees. (The Firm’s scope of work and fees are included in Exhibit “C”.)

Should you desire more information, Exhibit “D” of this letter provides you with additional analysis undertaken in reaching the recommendations above. In addition, we did consider the following alternative courses of action: (a) take no action since EPD has approved the Property for commercial and industrial uses which will result in lost revenue from post-redevelopment opportunities; or (b) remove all contaminated soil in the Site and replace with clean fill-dirt which is crudely estimated to cost $26,000,000.00. In light of the sentiments and goals expressed during our last meeting with the Commission, we do not recommend either of these alternatives.

We are grateful for the opportunity to assist the Commission with a transformation of this Property into a commercial and residential beacon for Macon-Bibb County. If you have any questions, JTA, GEC and I stand ready to answer those questions and to meet with the Commission should you so desire.

Sincerely,

Andrew J. (Andy) Welch, III

AJWIII
Cc: Judd Drake

{Doc: 01234212.DOC}
EXHIBIT "A"
Compliance Area for Type 4 Risk Reduction Standards for Soil
Macon 2 Former Manufactured Gas Plant
Macon, Georgia

Area of Compliance for Type 4 RRS in Soil
EXHIBIT "B"
April 21, 2014

Mr. Judd Drake  
Senior Assistant City Attorney  
Macon-Bibb County Government  
700 Poplar Street  
Macon, Georgia 31202

SUBJECT: Proposal for Additional Sampling and Voluntary Remediation Program Submission  
Former Macon 2 Manufactured Gas Plant Facility  
Macon, Georgia  
GEC Proposal No. MG-14-6366

Dear Mr. Drake:

Geotechnical & Environmental Consultants, Inc. (GEC) is pleased to provide this proposal for additional sampling and testing and the preparation and submittal of a Voluntary Remediation Program Act (VRP) application for the above site in Macon, Georgia. The sampling to be performed includes near surface sampling in those areas discussed during conversations with Joe Tanner and Associates which is designed to further delineate contamination or the lack of contamination in selected areas of the site. Following the receipt of the sampling results, GEC will prepare a report of the findings. It is anticipated that, after review of the data, a Voluntary Remediation Program report will be necessary. The VRP became effective in June of 2009 and was created to encourage voluntary investigation and remediation of contaminated properties in Georgia. As discussed previously, the VRP being considered for this site includes both Engineering and Institutional Controls to limit exposure to the potential contaminants at the site.

The following paragraphs briefly address our proposed scope of services, and an estimate of related costs.

**SCOPE OF SERVICES**

**Sampling and Testing**

We propose to use a skid steer mounted Geoprobe for sampling at the site. Samples will be collected at the following locations and depths:
GB-3 0-2', 8-10', 18-20', 28-30' (no sampling has been done in this area below the slab of the central services building. Nearby, there was a hit for lead at 24-29', so propose taking this one deeper).

GB-9 8-10', 18-20', 23-25', 28-30' (estimate fill depth about 32' in this area)
GB-11 8-10', 18-20', 23-35', 28-30' (est. fill 32')
GB-13 8-10', 13-15', 18-20' (est. fill 20')
GB-17 8-10', 13-15', 18-20', 23-25' (est. fill 28')
GB-18 8-10', 18-20', 28-30' (est. fill 32')
GB-19 8-10', 13-15' (est. fill 18')
GB-20 8-10', 13-15' (est. fill 18')
GB-22 8-10', 13-15' (est. fill 18')
GB-24 8-10', 18-20', 23-25', 28-30' (est. fill 32')

In the vicinity of SB-41 at 10 to 15 feet (SVOC's detected at 19-24 feet)
In the vicinity of SB 15 at 10 to 15 feet (SVOC's detected at 36-41 feet)
In the vicinity of SB-17 at 10 to 15 feet (SVOC's detected at 16-20 feet)

All samples will be tested for SVOC's and RCRA metals.

Once the laboratory results are received, GEC will summarize the results in report format.

**Voluntary Remediation Program Report**

It is anticipated that, following the interim report and meetings with Macon-Bibb County and the consultants, that the VRP report will be authorized. For the VRP, we anticipate the following.

**Initial Meeting with EPD**

We recommend that an initial meeting with EPD be held to discuss the anticipated institutional and engineering controls at the site and to initiate a “buy-in” with EPD on the proposed actions. This is especially important due to the approved CSR that is in place at the site which will be replaced by the VRP and to hopefully limit the amount of work and sampling to be performed in gaining approval for the VRP. We recommend that representatives of Joe Tanner and Associates be present for (and actually lead) the meeting, as well as Andy Welech and a Macon-Bibb representative. The anticipated outcome of this meeting would be a general agreement with EPD over the proposed VRP controls leading to approval of the site for residential uses.

**Report preparation**

GEC will prepare and submit the report and application that summarizes and complies the data from the previous investigations, to the EPD VRP unit. The report is anticipated to be a short report and will refer to sections of the previously submitted approved CSR. The report will also include:

- Soil boring locations, sample locations/depths, and the results of attendant laboratory analyses, relevant to applicable State and/or Federal regulatory standards,
including the sampling performed recently by GEC.

- Proposed clean-up standards, including those engineering and institutional controls recommended to bring the site into compliance for residential use.

- A proposed Implementation Schedule, along with selected milestones and Implementation of an ongoing Environmental Inspection and Maintenance Plan for the site.

It is not anticipated that additional sampling will be necessary for the preparation of the VRP; however, EPD may require that such sampling be performed prior to approval. Additional sampling will likely be necessary during the implementation stage of the VRP after EPD approval. We do, however, anticipate that at least one additional iteration of the VRP report will be needed after EPD review.

A single, bound hard copy of the report will be issued, along with an electronic copy, in PDF format.

**Timeline**

The following table outlines the anticipated timeline for the report/application submittal and EPD review:

<table>
<thead>
<tr>
<th>Event</th>
<th>Expected Time for Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Work, Receipt of Analytical Results, Report Preparation</td>
<td>4 weeks after Notice to Proceed.</td>
</tr>
<tr>
<td>Set up and Hold Meeting with EPD</td>
<td>2 weeks after Notice to Proceed with VRP Report</td>
</tr>
<tr>
<td>Report Submittal for client review</td>
<td>4 weeks after EPD Meeting</td>
</tr>
<tr>
<td>Attorney/Macon-Bibb Review</td>
<td>1 week after Submittal</td>
</tr>
<tr>
<td>Submittal of Report to EPD</td>
<td>1 Week after Receipt of Attorney Comments</td>
</tr>
<tr>
<td>EPD review</td>
<td>4 Weeks after Submittal</td>
</tr>
<tr>
<td>Re-submittal of Report to EPD, including review by Attorney/Macon-Bibb</td>
<td>3 Weeks after Receipt of Comments</td>
</tr>
<tr>
<td>EPD Review and Comment/Approval</td>
<td>3 Weeks after Submittal</td>
</tr>
</tbody>
</table>

As shown in the above time estimate, we anticipate approximately ½ year for the approval of the VRP. Of course, this assumes that no additional sampling will be necessary after the initial field exploration. Sampling and testing of soil and groundwater at the site would certainly increase the time required.

Macon-Bibb will be responsible for completing the VRP application and the payment of the $5000
application fee, as well as providing any information and required documentation regarding the property.

**COMPENSATION**

GEC anticipates that the above outlined services can be performed for the estimated cost of $40,000. This cost is estimated and could change drastically if additional sampling and testing is necessary. Additionally, this does not include the $5,000.00 application fee which must be paid directly to the Georgia EPD, nor does it include any costs for services provided by the Andy Welch Law Firm or Joe Tanner & Associates.

The estimated costs for the phases of work are as follows:

1. Cost of Field Exploration (see attached Cost Summary) $18,020.00
2. Meetings with EPD, VRP submittals, other meetings, etc. $15,000.00
   Total cost estimate $33,020.00

The above costs are estimates. All services will be invoiced in accordance with our unit rate fee schedule. The indicated total cost will not be exceeded without your prior authorization. If any expansion or alteration of the scope described herein becomes appropriate during the execution of this project, such that the cost will be affected, you will be contacted for approval.

Please note that the attached terms and conditions form a part of this proposal.

**AUTHORIZATION**

As formal authorization to proceed with this project, please complete the Proposal Acceptance Form on the next page and return it to our office.

Geotechnical & Environmental Consultants, Inc. sincerely appreciates the opportunity to work with you on this project. Please feel free to call if you have any questions or need additional information concerning this proposal.

Sincerely,

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.

[Signature]

Thomas E. Driver, P.E.
President

TED/tg

Attachments: Proposal Acceptance Form
Terms and Conditions
PROFESSIONAL SERVICES AGREEMENT

Proposal No. MG-14-6366 Mason 2 MGP Site accepted by:

Signature* __________________________  Date of Acceptance __________________________

Print Name __________________________

To complete our files, please also provide the following:

Company Name (if different than shown on first page)

__________________________

Street Name __________________________

City __________________________  State __________________________  Zip Code __________________________

__________________________  __________________________  __________________________

Phone No.  Fax No.  Mobile No.

__________________________

Email address __________________________

*The above signature indicates that the GEC's standard terms and conditions are accepted and agreed upon and that payment to GEC will be made in accordance with these terms.
Terms and Conditions

TERMS AND CONDITIONS: Services performed by GEOTECHNICAL & ENVIRONMENTAL CONSULTANTS, INC. ("GEC") under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with providing consulting services.

SITE ACCESS AND SITE CONDITIONS: CLIENT will grant or obtain access to the site for all equipment and personnel necessary for GEC to perform the work set forth in the AGREEMENT. CLIENT will notify all and all of the project site that CLIENT has granted GEC access to the site. GEC will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified under Special Conditions.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. GEC will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against GEC from damage done to subterranean structures and utilities not identified or accurately located.

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed GEC of CLIENT's findings relative to the possible presence of such materials. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. GEC and CLIENT agree that the discovery of unanticipated hazardous materials constitutes changed conditions mandating a renegotiation of the scope and terms and conditions of work or termination of services.

SAMPLE DISPOSAL: GEC will dispose of all remaining soil and rock samples thirty (30) days after submission of the report covering those samples. Further storage or transfer of samples can be made upon CLIENT'S prior written request. CLIENT will be responsible for ultimate disposal of all samples secured by GEC which are found to be contaminated.

MONITORING: If GEC is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Scope of Services, GEC will report observations and professional opinions to CLIENT. No action of GEC or their site representative can be construed as altering any AGREEMENT between CLIENT and others. GEC will report to CLIENT any observed geotechnical related work which, in GEC's professional opinion, does not conform with plans and specifications. GEC has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, GEC's pressure on site does not in any way guarantee the completion of quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

GEC will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT, or safety precautions and programs incident thereto.

BILLINGS/PAYMENTS: The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded without approval of the CLIENT. Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within twenty (20) days after the invoice date and GEC may, without waiving any claim or right against CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the service. A service charge will be charged at 1.5% (or the then applicable legal rate) per month on the unpaid balance. Attorney fees of fifteen percent (15%) and other costs incurred in collecting past due amounts shall be paid by CLIENT. If CLIENT objects to all or any portion of any invoice, CLIENT will notify GEC in writing within fourteen (14) calendar days of the invoice date. Identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification as described above, the Invoice shall be deemed correct and the balance as stated will paid within twenty (20) days.

The CLIENT'S obligation to pay for the services contracted for is in no way dependent upon the CLIENT'S ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the CLIENT'S successful completion of the project.

RISK ALLOCATION: In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and GEC, the risks have been allocated such that CLIENT agrees, to the fullest extent permitted by law, to limit the liability of GEC and its sub-consultants to CLIENT and to all construction contractors and subcontractors on the project and any third parties from any and all claims, losses, costs, damages of any nature whatsoever, or claims under expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of GEC and its subconsultants to all those named shall not exceed the lesser of $100,000.00 or GEC'S total fees for services rendered on this project. It is intended that his limitation apply to any and all liability or cause of action, however alleged or arising (including, but not limited to, negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or otherwise) unless otherwise prohibited by law. CLIENT and GEC agree that since any such injury would be difficult or impossible to estimate, CLIENT and GEC instead this limitation of damages to be liquidated damages and not as a penalty, and that it is a reasonable estimate of any such probable loss.

INSURANCE: Consistent shall maintain at its own expense the following insurance subject to normal industry exclusions: (i) Workmen's Compensation insurance for statutory obligations imposed by Workmen's Compensation or occupational disease law; (ii) Employer's Liability Insurance with a limit of $100,000.00 per accident; (iii) Comprehensive Automobile Liability Insurance with limits of $1,000,000.00; (iv) General Liability Insurance with limits of $1,000,000.00. Certificates can be issued upon request identifying details and limits of coverage.

Revision Date: 7/23/2008
TERMINATION OF SERVICES: This Agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the CLIENT shall pay for all services and nonreimbursable expenses rendered to the date of termination.

OWNERSHIP DOCUMENTS: All documents produced by GEC under this Agreement shall remain the property of GEC and may not be used by this CLIENT for any other endeavor without the prior written consent of GEC.

ASSIGNMENT OF RIGHTS: The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

ENTIRE AGREEMENT: This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

MODIFICATION OF AGREEMENT: Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing and signed by each party or an authorized representative of each party.

NO WAIVER: The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

EFFECT OF PARTIAL INVALIDITY: The invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expiration of the invalid provision.

EXCUSABLE DELAY: Neither party to this Agreement shall be liable to the other for any loss, cost, or damages, arising out of, or resulting from, any failure to perform in accordance with the terms of this agreement where the causes of such failure shall include, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

NOTICES: Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth at the beginning of this Agreement.

GOVERNING LAW, VENUE, and FORUM: All disputes, issues, claims, demands, causes of action, etc., including the construction, validity, and interpretation of this Agreement, shall be governed by and construed in accordance with the domestic laws of the State of Georgia, without giving effect to any choice of law or conflict of law provision (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any other jurisdiction other than the State of Georgia. Client further agrees that the venue for any dispute, issue, claim, demand, cause of action, etc., arising from or related to this Agreement shall be brought in Bibb County, Georgia.

COUNTERPARTS: This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute the same instrument.
EXHIBIT "C"
Exhibit “C”: The Firm’s Scope of Work

Smith Welch Webb & White, LLP, (Firm) will provide legal advice, handle negotiations and communications, review legal documents, attend meetings and administrative hearings, trials and appeals on behalf of Macon-Bibb County. We will retain JTA to assist the Firm in its representation of Macon-Bibb County. The Firm will work with JTA and GEC on the implementation of the plan of action. We will also work with the Urban Development Authority, EPD and GP and AGL with respect to their involvement in implementation of the action plan and securing a residential RRS for the Property. Should a prospective buyer for the Property emerge, the Firm will represent the Commission in its dealings with such a buyer.

The Firm’s hourly rates have been and will continue to be during the course of this engagement as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>In Office Rate</th>
<th>Out of Office Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sr. Partner Buddy Welch</td>
<td>$250 per hour</td>
<td>$300 per hour</td>
</tr>
<tr>
<td>Sr. Partner Andy Welch</td>
<td>$250 per hour</td>
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</tr>
<tr>
<td>Partner</td>
<td>$200 per hour</td>
<td>$200 per hour</td>
</tr>
<tr>
<td>Associate Attorney</td>
<td>$150 per hour</td>
<td>$150 per hour</td>
</tr>
<tr>
<td>Paralegal/Secretary</td>
<td>$80 per hour</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Expenses, fees and costs are not included in these hourly rates.
EXHIBIT "D"
Exhibit “D”: Background Information & Analysis

Brief Background

Georgia Power (“GP”) and Atlanta Gas-Light (“AGL”) (or their predecessors) operated a manufacture coal gasification plant on portions of the Property. The gasification process is the primary source of the known contamination. Some contamination, however, may be as a result of fill material added to the site and as a result of the City’s maintenance of its mass transit buses.

In 2009, GP and AGL entered into a restricted covenant agreement with the City of Macon limiting re-use of the property for non-residential uses (e.g., commercial or industrial use). GP and AGL agreed that if the Property were to be used for residential purposes, the City would reimburse AGL and GP each $250,000.00 for the costs of previous studies and corrective actions. Thereafter, any remediation costs incurred to reduce the risk reduction standards from 4 to 1 or 2 would be divided amongst the parties as follows: 35% GP, 35% AGL, and 30% Macon. If, however, Macon-Bibb County could secure in writing from EPD a letter stating that a certain portion of the Property outside the Site is suitable for residential use, then Macon-Bibb County would not be required to reimburse GP and AGL $250,000.00 each.

It is important to note that the soil has been sampled at the bedrock level and the top two feet but not in between. Therefore, we do not know for certain what amounts of contamination exist between the top two feet and the bed rock of the polygon. Until sampling of that middle stratum is done, EPD will continue to presume that the soil 2 feet below the surface is contaminated. As a result, unless and until the Site is fully remediated, a covenant warning of environmental contamination must be included in any transfer of rights in the contaminated areas.

Even with the subsurface contamination, EPD, by consent order, will allow for non-residential (i.e., commercial and industrial) use of the Site.

Options

If the City or developer wishes to use the Site or area around the Site for residential uses, there are several options to accommodate such uses.

(1) Take no Action: Macon-Bibb County could choose to do nothing and utilize the Property as is, for commercial or industrial purposes.

(2) Isolation. A developer could develop around the polygon and isolate the polygon area from human exposure through the use of barriers. This would require ongoing maintenance of whatever exposure controls are used.

(3) Excavate the Site. The City (along with GP and AGL) could excavate the contaminated soils, dispose of those soils and replace with clean fill. This is the only option which would completely remove the environmental contamination covenant as well as remove future liability to the City for the existing contamination. The high water table in some areas of the polygon is likely to pose significant difficulties and associated costs. The cost of this endeavor has
been very roughly estimated at $26 million dollars, but could be more. It is our
experience that most excavations end up with far more soil removal than
originally anticipated in order to get confirmation that samples are “clean”.
Exca vat ion, soil disposal and trucking in new fill is costly and disruptive.

(4) Voluntary Remediation Program (VRP). State law allows for voluntary
remediation of contaminated properties. Remediation need not be full and
complete remediation, but rather may consist of physical barriers and/or
institutional controls which eliminate human exposure pathways to the
contamination. Barriers may include two feet of uncontaminated soil, concrete,
foundation floors, etc. This option will require on-going maintenance of
the exposure controls and may require periodic monitoring of the contamination and
exposure pathways. To properly establish the location of the barrier and
sufficiency thereof, additional soil sampling and engineering will be required.
Liability associated with contamination remains both with the property owner and
any subsequent owner of the property.

(5) Brownfield Program. Is an option only for a prospective buyer. The property is
eligible only where it is established through sampling and engineering that a
complete remediation of the site is not feasible or appropriate. Prospective
purchasers of contaminated property (i.e., a “brownfield”) through the
Brownfields program would receive a limitation on pollution liability and
property tax abatement. Remediation identified by EPD as feasible, however,
would have to be completed. Moreover, installing barriers and/or institutional
controls which eliminate human exposure pathways to the contamination will also
be required. Like, the VRP, this option will require on-going maintenance of
the exposure controls used and may require periodic monitoring of the contamination
and exposure pathways. The engineering costs will likely be more than under the
VRP; but if EPD approves the site for the Brownfield program, prospective
purchasers can be protected from liability associated with the existing
contamination. (Macon-Bibb County, GP and AGL, however, retain liability for
the contamination.) Because we do not at this time have a prospective purchaser
willing to go through the Brownfield program, this is not an option.

(6) Shrinking the Polygon: During our last meeting, there was some discussion on
“shrinking the polygon”. As you know, the polygon refers to the Site or the area
of contaminated soils. The polygon was defined as is part of the 2003 Compliance
Status Report (CSR) and the Corrective Action Plan (CAP) approved by EPD in
2005. The polygon was established by extrapolation of discreet sampling points
which detected levels of contamination at essentially the bedrock level. The soil
above the sample was simply presumed to have the same level of contamination.
The soil sampling for the CSR was used to generate the CAP and delist the
Macon MGP 2 Site from the State’s Hazardous Site Inventory. The CRP did not
attempt to define the vertical stratification of the contamination. Consequently,
we do not know with any degree of certainty how much contamination is actually
in the Site or where we could remediate to possibly “shrink the polygon”. Therefore,
to have any understanding of what amount of remediation might be
done to reduce the area or depth of the polygon, we must conduct GEC’s
proposed delineation study. Alternatively, if we had a developer who would
commit to the location of residential uses, we could work to remediate those
portions of the Site to accommodate the residential uses. We do not, however, have any such developer.

Assumptions

You have asked us to advise you on the best option. Selecting the option depends on the accuracy of our presumptions. Based on our last meeting with the Commission, we have made the following presumptions: (1) Macon-Bibb County is not able to expend millions of dollars to fully delineate the contamination and remove and dispose of such contamination; (2) Macon-Bibb does not wish to simply leave the property “as is” on which commercial and industrial uses are allowed; (3) Macon-Bibb County desires to take some action so that the property may be used for residential purposes; and (4) Macon-Bibb County does not have a contract with a prospective purchaser who would be eligible to take the Property through the State Brownfield’s program; (5) Macon-Bibb County is willing to expend some yet-to-be determined amount to attempt to lower the RRS to residential levels for full or partial residential use. Based on those presumptions and after considering all of the above stated options, we have made the recommendations set forth in the cover letter.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO RENAME HAYWOOD ROAD TO MARSELL STENSON, JR. DRIVE; AND FOR OTHER PURPOSES.

WHEREAS, the members of the St. Luke Baptist Church have voted unanimously in favor of petitioning the Macon-Bibb County Commission to rename Haywood Road to Marshall Stenson, Jr. Drive in honor of their deceased pastor.

WHEREAS, in accordance with the procedural requirements of Macon-Bibb County's policy for naming Macon-Bibb County owned streets, a majority of the residents of Haywood Road have signed a petition to rename Haywood Road “Marshall Stenson, Jr. Drive”; and

WHEREAS, a copy of the written request, with the names, addresses and signatures of the majority of the residents of Haywood Road, and a clear and concise statement of the reasons for said request, is attached hereto as Exhibit “A”, and

WHEREAS, Reverend Doctor Marshall Stenson, Jr., was born on May 3, 1936, the fifth of thirteen children born to Reverend and Mrs. Marshall Stenson. He grew up in Troup County, Georgia, graduating from Troup County High School with honors and later attended and earned a Bachelor of Arts degree from Clark College. He later attended and was earned a Bachelor and Master of Divinity Degree from Interdenominational Seminary and went on to earn his Doctor of Divinity degree from Carver Bible College; and

WHEREAS, Reverend Doctor Marshall Stenson, Jr., devoted his life in service to the Lord, serving as Pastor of Mt. Vernon Baptist Church in Newnan, Georgia, and later serving as the Pastor of First Baptist Church in Macon, Georgia; and

WHEREAS, while serving in that capacity, Reverend Doctor Marshall Stenson, Jr., became a chief ombudsman of the Civil Rights Movement, hosting Dr. Martin Luther King, Jr., and other civil rights workers as they moved through the Central Georgia area; and
WHEREAS, Reverend Doctor Marshall Stenson, Jr., became Pastor of St. Luke Baptist Church and served as the President of Bryant’s Theological Seminary in 1969. He served as Pastor of St. Luke Baptist Church for 44 (forty-four) years. He served as President of Brant’s Theological Seminary for 35 (thirty-five) years; and

WHEREAS, in the late 1960’s, Reverend Doctor Marshall Stenson, Jr., served on the Georgia Council on Human Relations, was a member of the executive committee of the Bibb County Republican Party and helped organize the Alcoholics Rehabilitation Center in Macon, Georgia.

WHEREAS, in 1970, Reverend Doctor Marshall Stenson, Jr., headed “Operation Breadbasket”, an effort to help poor African-Americans find better jobs; and

WHEREAS, Reverend Doctor Marshall Stenson, Jr., was the first African-American Chaplain at Grady Memorial Hospital in Atlanta, Georgia; and

WHEREAS, Reverend Doctor Marshall Stenson, Jr., served as a certified chaplain, marriage counselor and counselor for the mental health division alcoholic rehabilitation services having improved and saved the lives of countless individuals; and

WHEREAS, Reverend Doctor Marshall Stenson, Jr., worked to create equality within the Bibb County School System; and

WHEREAS, Reverend Doctor Marshall Stenson, Jr., has been recognized for his service to several organizations, including a commendation for Outstanding Christian Service to the Sixth District of the General Missionary Baptist Convention of Georgia, the Charles Emerson Boddie Merit Award for excellence in Christian Education by the American Baptist Theological Seminary, had a 33 room dormitory known as Marshall Stenson Hall, named in his honor at Bryant Theological Seminary, was recognized as Pastor of the Year in 2010 by the Georgia Informer, and was honored as the first annual Martin Luther King, Jr., Drum Major for Justice in
honor of his more than 50 years of service to the ministry by the National Baptist Convention, Inc.; and

WHEREAS, Reverend Doctor Marshell Stenson, Jr., was inspirational to many through his high ideals, morals, deep concern for his fellow citizens, integrity, intelligence, fairness, kindness, generosity, devotion, patience and understanding he demonstrated to his fellow man; and

WHEREAS, the Policy of the Macon-Bibb County Commission for Naming & Renaming Parks, Facilities and Streets (the “Policy”) sets forth specific procedural requirements (including that any park, facility or street owned by Macon-Bibb County so named for a deceased person must have been deceased for a period of one (1) year prior to consideration), in naming and renaming Macon-Bibb County owned property but provides for exceptions to be made to the procedural requirements by the Macon-Bibb County Commission when warranted by exceptional circumstances; and

WHEREAS, the above outstanding contributions and accomplishments of Reverend Doctor Marshell Stenson, Jr., constitute exceptional circumstances that justify waiving the procedural requirements of the Policy and renaming Haywood Road to Marshell Stenson, Jr. Drive, in honor of Reverend Doctor Marshell Stenson, Jr.
NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that Haywood Road is renamed Marshall Stenson, Jr. Drive.

SO RESOLVED this ____ day of May, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST: ________________________________
Clerk of the Commission

(SEAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO ACCEPT THE
DEDICATION OF THE STREETS AND DRAINAGE SYSTEMS LOCATED WITHIN
THE STREETS, IN OAK CREEK SUBDIVISION AND TO DECLARE THAT THOSE
STREETS SHALL BE OPEN FOR PUBLIC USE AND SHALL BE MAINTAINED BY
THE CITY; AND FOR OTHER PURPOSES.

WHEREAS, Owner/Developer Thomas A. Ward of McKinney-Ward Properties, LLC,
constructed streets with storm drainage systems shown on Exhibit “A” attached hereto, namely
Maggie Drive, Castlewoods Drive, and Justin Way (“the Streets”); and

WHEREAS, the Streets and drainage systems have been built according to specifications
and under the inspection and approval of the Engineering Office (See Exhibit “B” attached
hereto); and

WHEREAS, construction of the Oak Creek Subdivision began in September of 2004 and
the infrastructure was completed in June 2005; and

WHEREAS, periodic inspections of the roads were performed by the engineering
department during construction; and

WHEREAS, the final subdivision plat was approved on July 28, 2005; and

WHEREAS, after the one year test period, a punchlist was produced, but was never
completed, however, the individuals involved in the original development expressed a
willingness to make the necessary repairs to the roads and drainage system to allow the roads to
be accepted; and

WHEREAS, a new punchlist was created after the Macon-Bibb County Engineering
Department reinspected the roads; and

WHEREAS, the deficiencies have been addressed in a satisfactory manner;

WHEREAS, the Macon-Bibb County Engineering Department recommends acceptance
of the streets by Macon-Bibb County for future maintenance, with the stipulation that any
additional street lighting requested by the residents should be paid for by the residents, as the street lighting system installed by the developer during the original construction has a distribution of lighting that does not meet the current standards of Macon-Bibb County due to an insufficient number of light poles; and

WHEREAS, it is the desire of the Owner/Developer Tom Ward to dedicate the Streets and drainage systems to the City of Macon for public use and maintenance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Macon and it is hereby so resolved by the authority of the same that the City accepts such dedication of the Streets and drainage systems shown on the attached Exhibit “A” and declares that the Streets and drainage systems shall be open for public use and shall be maintained by the City.

SO RESOLVED this ___ day of _____________, 2014.

______________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:
SHELIA THURMOND, CLERK OF COMMISSION
RETURN COMPLETED FORM TO:
MACON-BIBB COUNTY ENGINEERING DEPARTMENT
780 THIRD STREET
MACON, GA 31201-3182
478-621-6660

YOUR CONTACT INFORMATION:
ATTACHMENT 4A
NAME: Tom Ward - Manager
ADDRESS: 5402 New Forsyth Road
Macon, GA 31210
PHONE: (478) 474-1180

GEORGIA,
MACON-BIBB COUNTY
To the Macon-Bibb County Commission:

THIS DEED OF DEDICATION, made and entered into this ___ day of _____________, 2014 by and between the undersigned, hereinafter called Grantor, and the Macon-Bibb County Government.

WITNESSETH that: Grantor for and in consideration of the sum of One Dollar ($1.00) paid by Macon-Bibb County to the undersigned, the receipt of which is hereby acknowledged, the Grantor does hereby dedicate, grant and convey, with General Warranty, unto Macon-Bibb County, the following, to wit:

The undersigned petitioners respectfully requests that the following described road be established and maintained as a public road.

of Macon-Bibb County, and entered upon the Public Road Register to be described upon said Register as Maggie Drive

Road. Said road to commence at or near Captain Kell Drive in the 13th ______ District and extend thereon in a ______ direction, along or through the lands of Oak Creek Subdivision

_1320_ linear feet, and terminating at or near the cul-de-sac

_Said road or right-of-way upon which it is established to have a uniform width of 55 ______ feet

For the purpose of procuring the establishment and maintenance of said road by Macon-Bibb County, aforesaid, each of the undersigned petitioners does hereby dedicate for road purposes the right-of-way for said road in so far as his land is included in said right-of-way. The right-of-way aforesaid has been surveyed and plat of such survey is attached hereto and made a part hereof; for purposes of more complete identification of said right-of-way.

Upon acceptance by the governing body of Macon-Bibb County, Macon-Bibb County shall, notwithstanding any other provisions in this contract, immediately become vested with the title to all the land between parallel lines, each equal distant from the center of such highway as laid out, and 27 _____ feet there from, so that Macon-Bibb County shall have a right-of-way for the entire length of said road 55 _____ feet wide, with center line of the road as actually laid out, the center line of the right-of-way, or as otherwise indicated in the plat.

And for the consideration, the undersigned further grants to Macon-Bibb County the right to all necessary drainage in the construction and maintenance of said road constructed over the said right-of-way, and also releases said county from any claim of damage arising upon account of construction of said roads, or fills and embankments, culverts or culverts or bridges, on account of bank, water, changing of courses of streams, or in any other manner.

The Grantor hereby warrants that he or she is the rightful and lawful owner of the aforesaid described land, has the legal right and authority to sell and convey said land free and clear from all encumbrances, that this conveyance and dedication is made with the Grantor's free consent, and the Grantor binds him or herself, his or her heirs, executors and administrators forever to defend by virtue of these presents.

NAME AND COMPANY (printed or typed)

Thomas A. Ward

McKinney-Ward Properties, LLC

This the ___ day of ______, 2014

Signed and sealed and delivered in the presence of

Witness

Whitney Y. McCarty

Notary Public
My Commission expires 09-07-2014

Note to Superior Court Clerk's Office:
Please return recorded petitions along with invoice to Macon-Bibb County Engineering Dept. via interoffice mail (S. Swyer ext. 6844)

EXHIBIT

A

FAMyCJ2014 Revised Engineering Road Registration Form.doc
RETURN COMPLETED FORM TO:
MACON-BIBB COUNTY ENGINEERING DEPARTMENT
780 THIRD STREET
MACON, GA 31201-3283
478-621-6660

YOUR CONTACT INFORMATION
ATTACHMENT A

NAME: Tom Ward - Manager
ADDRESS: 5402 New Forsyth Road
Macon, GA 31210
PHONE: (478) 474-1180

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GEORGIA, MACON-BIBB COUNTY To the Macon-Bibb County Commission:

THIS DEED OF DEDICATION, made and entered into this ______ day of ______, 20____, between the undersigned, hereinafter called Grantor, and the Macon-Bibb County Government.

WITNESSETH that Grantor for and in consideration of the sum of One Dollar ($1.00) paid by Macon-Bibb County to the undersigned, the receipt of which is hereby acknowledged, the Grantor does hereby dedicate, grant and convey, with General Warranty, unto Macon-Bibb County, the following, to wit:

The undersigned petitioner respectfully requests that the following described road be established and maintained as a public road of Macon-Bibb County, and entered upon the Public Road Register to be described upon said Register as Castlewoods Drive
Road. Said road to commence at or near Maggie Drive in the 13th District and extend thence in a southerly direction, along or through the lands of Oak Creek Subdivision

a distance of approximately 1670 linear feet, and terminating at or near East property line of Lot 26

Said road or right-of-way upon which it is established to have a uniform width of 55 feet.

For the purpose of procuring the establishment and maintenance of said road by Macon-Bibb County, aforesaid, each of the undersigned petitioners does hereby dedicate for road purposes the right-of-way for said road as so described in said right-of-way. The right-of-way aforesaid has been surveyed and plotted with road survey attached hereto and made a part hereof, for purposes of more complete identification of said right-of-way.

Upon acceptance by the governing body of Macon-Bibb County, Macon-Bibb County shall, notwithstanding any other provisions in this contract, immediately become vested with the title to all the land between parallel lines, each one-foot distant from the center of such highway as laid out, and 27.5 feet, therefrom, so that Macon-Bibb County shall have a right-of-way for the entire length of said road 55 feet wide, with center line of the road as actually laid out, the center line of the right-of-way, or as otherwise indicated on the plot.

And for the consideration, the undersigned further grants to Macon-Bibb County the right to any necessary drainage in the construction and maintenance of said road constructed over said right-of-way, and also release said county from any claim of damage arising upon account of construction of said roads, or fills and embankments, ditches or culverts or bridges, on account of backwater, changing of courses of streams, or in any other manner.

The Grantor hereby warrants that he or she is the rightful and lawful owner of the aforesaid land, has the legal right and authority to sell and convey said land free and clear from all encumbrances, that this conveyance and dedication is made with the Grantor's free consent, and the Grantor finds him or herself, his or her heirs, executors and administrators forever to be bound by virtue of these presents.

NAME AND COMPANY: Thomas A. Ward

McKinney-Ward Properties, LLC

This the 28th day of October, 2014

Signed and sealed and delivered by the undersigned as their acts in presence of

Witness

Notary Public
My Commission expires 09-07-2014

Note to Superior Court Clerk's Office:
Please return recorded petition along with invoice to Macon-Bibb County Engineering Dept via interoffice mail (S. Sawyer ext. 6384)
RETURN COMPLETED FORM TO:
MACON-BIBB COUNTY ENGINEERING DEPARTMENT
780 THIRD STREET
MACON, GA 31201-3282
478-621-6660

YOUR CONTACT INFORMATION:
NAME: Tom Ward - Manager
ADDRESS: 5402 New Forsyth Road
Macon, GA 31210
PHONE: (478) 474-1180

GEORGIA,
MACON-BIBB COUNTY

To the Macon-Bibb County Commission:

THIS DEED OF DEDICATION, made and entered into this day of , 2016 by and between the undersigned, hereinafter called Grantor, and the Macon-Bibb County Government.

WITNESSETH that Grantor for and in consideration of the sum of One Dollar ($1.00) paid by Macon-Bibb County to the undersigned, the receipt of which is hereby acknowledged, the Grantor does hereby dedicate, grant and convey, with General Warranty, unto Macon-Bibb County, the following to wit:

The undersigned petitioner respectfully requests that the following described road be established and maintained as a public road of Macon-Bibb County, and entered upon the Public Road Register to be described upon said Register as Justin Way.

Road: Said road to commence at or near Maggie Drive in the 13th District and extend thereon in a southerly direction, along or through the lands of Oak Creek Subdivision.

A distance of approximately 590 linear feet, and terminating at or near Castlewoods Drive.

Said road or right-of-way upon which it is established to have a uniform width of 55 feet.

For the purpose of procuring the establishment and maintenance of said road by Macon-Bibb County, aforesaid, each of the undersigned petitioners does hereby dedicate for road purposes the right-of-way for said road in so far as his land is included in said right-of-way. The right-of-way aforesaid has been surveyed and plan of such survey is attached hereto and made a part hereof, for purposes of more complete identification of said right-of-way.

Upon acceptance by the governing body of Macon-Bibb County, Macon-Bibb County shall, notwithstanding any other provisions in this contract, immediately become vested with the title to all the land between parallel lines, each equidistant from the center of such highway as laid out, not to exceed 5 feet, there from, so that Macon-Bibb County shall have a right-of-way for the entire length of said road 55 feet wide, with center line of the road as actually laid out, the center line of the right-of-way, or as otherwise indicated on the plat.

And for the consideration, the undersigned further grants to Macon-Bibb County the right to all necessary drainage in the construction and maintenance of said road constructed over the said right-of-way, and also release said conveyance from any claim of damage arising on account of construction of said roads, or fills and embankments, ditches or culverts, bridges, or account of back water, changing of courses of streams, or in any other manner.

The Grantor hereby warrants that he or she is the rightful and lawful owner of the aforesaid land, has the legal right and authority to sell and convey said land free and clear from all encumbrances, that this conveyance and dedication is made with the Grantor's free consent, and the Grantor binds him or herself, his or her heirs, executors and administrators forever to defend by virtue of these presents.

NAME AND COMPANY (printed or typed)
Thomas A. Ward
Mckinney-Ward Properties, LLC

This the day of , 2014
Signed and sealed and delivered by the petitioners and witnesses in the presence of.

WITNESS
Notary Public
My Commission expires

Note to Superior Court Clerk's Office:
Please return recorded petitions along with invoice
- to Macon-Bibb County Engineering Dept. via interoffice mail (S. Sawyer Ext. 6384)
TO:       Crystal Jones, Attorney
FROM:     David P. Fortson
DATE:     April 29, 2014
SUBJECT:  Acceptance of Oak Creek Subdivision for Maintenance

Development plans for the subdivision were approved for construction by the City of Macon Engineering Department on August 20, 2004. The construction of the subdivision began September of 2004 and the infrastructure was completed in June of 2005. Periodic inspections of the roads were performed by the engineering department during construction. After a one year test period, ending in June of 2006, a punch list was produced by the department. This punch list was never completed. However, individuals involved in the original development recently expressed a willingness to make necessary repairs to the roads and drainage system to allow the roads to be accepted. The Macon-Bibb County Engineering Department reinspected the roads and prepared a new punch list. The repairs to the streets and storm drainage system necessary for acceptance have been made in a satisfactory manner. We recommend acceptance of the streets shown below by Macon-Bibb County for future maintenance.

The street lighting system installed by the developer during the original construction is an underground system with ornamental lighting. The distribution of the lighting does not meet the then current standards of the City of Macon in that the number of light poles is insufficient to provide lighting for the entire neighborhood. Because of this, the acceptance of the streets and drainage system by Macon-Bibb County should come with the stipulation that any additional lighting requested by the residents should be paid for by the residents. Payment for the electricity and maintenance of the existing lights is the “city” and maintenance of the existing lighting is physically performed by Georgia Power.

Streets to be accepted:

Maggie Drive, from Captain Kell Drive running east approximately 1,320 feet to a cul-de-sac, with a right of way width of 55 feet, including all storm drainage structures located within the 55-foot right of way.

Castlewoods Drive, from Maggie Drive running south and east approximately 1,670 feet to the east property line of Lot 26, with a right of way width of 55 feet, including all storm drain structures located within that 55-foot right of way.
Justin Way, from Maggie Drive running south to Castlewoods drive approximately 590 feet, with a right of way width of 55 feet, including all storm drain structures located within that 55-foot right of way.

The streets are described more fully shown on the plat of Oak Creek Subdivision recorded in Plat book 91, page 726, Clerk’s Office, Macon-Bibb County Superior Court.

The papers from the developer, Tom Ward, dedicating the subdivision to the government have been previously forwarded to your office.

C: Gene Simonds
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR MACON-BIBB COUNTY TO SPONSOR THE CONSTRUCTION RELATED TO DISPLACING THE RUNWAY 10/28 THRESHOLD AT THE MACON DOWNTOWN AIRPORT, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT “A”; AND FOR OTHER PURPOSES.

WHEREAS, the United States through the Georgia Department of Transportation has committed $208,606.00 in federal funds for displacing runway 10/28 at the Macon Downtown Airport (the “project”); and

WHEREAS, the Georgia Department of Transportation has committed $9,217.00 in state funds for the project with Macon-Bibb County’s local share of the cost being $11,469.13; and

WHEREAS, Georgia Department of Transportation has required Macon-Bibb County to enter into a Construction Agreement to sponsor the construction of this project; and

WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of the Macon-Bibb County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement with the Georgia Department of Transportation for Macon-Bibb County to sponsor the construction related to displacing runway 10/28 at the Macon Downtown Airport with $208,606.00 in federal funds, $9,217.00 in state funds, and $11,469.13 in local funds, in substantially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this ___ day of ________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

SHEILA THURMOND, CLERK OF COMMISSION
ATTACHMENT 5.A

Revised Sept. 16, 2013

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO AP014-9019-33(021)

PID - T005035

BIBB COUNTY

**LIMITED PARTICIPATION**

STATE OF GEORGIA

FULTON COUNTY

** DO NOT UNSTAPLE THIS BOOKLET... ENTER ALL REQUIRED INFORMATION EITHER BY HAND OR STAMP.**

THIS AGREEMENT made and entered into this the day of , 2014, by and between the DEPARTMENT OF TRANSPORTATION OF GEORGIA, party of the first part (hereinafter called "DEPARTMENT"), and MACON-BIBB COUNTY (hereinafter called "SPONSOR"), who have been duly authorized to execute this Agreement.

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of certain work at a certain airport, and the SPONSOR agrees to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

DISPLACE RUNWAY 10/28 THRESHOLD AT THE MACON DOWNTOWN AIRPORT

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereby agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this contract and the plans on Airport Project No. T005035/AP014-9019-33(021) BIBB, prepared (or approved) by the Georgia Department of Transportation and in accordance with the Standard Specifications, 2001 Edition, and the Supplemental Specifications and Special Provisions contained in Attachment A, which are hereby made a part of this Agreement as fully and to be the same effect as if the same had been set forth at length in the body of this Agreement, and the Federal Aviation Administration’s Standards for Specifying Construction of Airports, dated February 17, 1989.

The original plans and specifications are on file at the Office of the Georgia Department of Transportation in Atlanta, Georgia and said plans and specifications are hereby made a part of this Agreement as fully and to be the same effect as if the same had been set forth at length in the body of this Agreement.

(2) At the time of execution of this Agreement, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set of plans and specifications for said project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications.
(3) This contract is accepted with the express understanding that no person, firm, corporation or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

(4) The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:

The total estimated cost of the Project is TWO HUNDRED TWENTY-NINE THOUSAND THREE HUNDRED SEVENTY-TWO and 13/100 Dollars ($229,372.13). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A, which is hereby made a part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement.

It is further agreed that the DEPARTMENT'S obligation will include will include state funds in the amount of NINE THOUSAND TWO HUNDRED SEVENTEEN and 00/100 Dollars ($9,217.00) and federal funds in the amount of TWO HUNDRED EIGHT THOUSAND SIX HUNDRED EIGHTY-SIX and 00/100 Dollars ($208,686.00) for the Project as summarized in Exhibit A. It is further agreed that the maximum amount the DEPARTMENT shall be obligated to pay is the total amount of the state and federal share of the project which is TWO HUNDRED SEVENTEEN THOUSAND NINE HUNDRED THREE and 00/100 Dollars ($217,993.00). However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its prorata share of the actual project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less. It is further understood the sponsor's local share of the project is in the amount of ELEVEN THOUSAND FOUR HUNDRED SIXTY-NINE and 13/100 Dollars ($11,469.13).

It is further understood and agreed that any costs of the total project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this agreement is not changed.

Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

Upon completion of the project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.
The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the Department and copies thereof shall be furnished if requested.

5) The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply and shall require its subcontractors to comply with the "TERMS AND CONDITIONS OF ACCEPTING AIRPORT IMPROVEMENT PROGRAM GRANTS," dated April 3, 2013. A copy of the compliance document is available from the DEPARTMENT’s Aviation Programs office or the Atlanta Airports District Office of the Federal Aviation Administration. All construction on this project shall be in accordance and compliance with the 2001 Edition of the Standard Specifications, of the DEPARTMENT, the Supplemental Specifications and Special Provisions included in Attachment A and made a part of this contract and the Standards for Specifying Construction of Airports, dated February 17, 1989, Federal Aviation Administration, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the project is completed to the DEPARTMENT’S satisfaction and complies with the STANDARDS. The decision of the Chief Engineer upon any question connected with the execution or fulfillment of this Agreement shall be final and conclusive.

6) The SPONSOR further covenants that it is the owner of fee simple title to the land whereon the actual construction of said project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this project and that for the purposes of this contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said project and this contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Agreement to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said project.

10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.
(11) It is agreed by the SPONSOR that time is of the essence in the completion of this project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the project until the maximum allowable cost to the Department is reached or until July 30, 2016, whichever comes first.

(12) SERVICE DELIVERY STRATEGY CERTIFICATION: By execution of this contract, the SPONSOR certifies, under penalty of law, that MACON-BIBB COUNTY is in compliance with the Service Delivery Strategy Law (House Bill 489) and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be used on the project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT’s original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) In accordance with the provisions of Section 36-81-7 of the Official Code of Georgia Annotated, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B which is hereby made a part of this Agreement as if fully set out herein.

(15) In accordance with the provisions of Section 13-10-91 of the Official Code of Georgia Annotated, the SPONSOR will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C which is hereby made a part of this Agreement as if fully set out herein.
IN WITNESS WHEREOF, the DEPARTMENT has caused these presents to be executed by the COMMISSIONER of said DEPARTMENT, who has been duly authorized, and by the MAYOR of the CITY OF MACON, who has been duly authorized by CITY OF MACON, who have hereto set their hands this day and year hereafter written.

DEPARTMENT OF TRANSPORTATION BY:

Commissioner (SEAL)

ATTEST: Treasurer

Executed on behalf of
CITY OF MACON
This the ______day
of__________________, 2014

_________________________
MAYOR

_________________________
PRINTED NAME

WITNESS FOR:
CITY OF MACON

_________________________
This contract approved by
CITY OF MACON
at a meeting held at:

_________________________
This the _________ day
of__________________, 2014.

_________________________
Clerk

_________________________
Federal ID/IRS #
## Maco Downtown Airport
Macon, GA

**SUMMARY OF CONSTRUCTION ITEMS**

**EXHIBIT A**

GDOT PROJECT NUMBER: AP014-9019-33(021) BIBB

FID - T005035

### Displace Runway 10/28 Threshold

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<th>DESCRIPTION</th>
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**TOTAL MAXIMUM OBLIGATION OF STATE AND FEDERAL FUNDS THIS CONTRACT**

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<th>FY11A FAA</th>
<th>FY12A FAA</th>
<th>FY14 State</th>
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**Fund Source**

- 22125
- 22127
- 01141
- 01141

**ATTACHMENT A**
EXHIBIT B

CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am a principle and duly authorized representative of _________, whose address is ________________, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” have been complied with in full such that:

(a) Each unit of local government having a population in excess of 1,500 persons or expenditures of $175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures less than $175,000.00 in that government’s most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

__________________________  _______________________
Date                                        Signature
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: City of Macon

Contract No. and Name: T005035/AP014-9019-33(021) Bibb Displace Runway 10/28 Threshold

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in 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.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

E-Verify / Company Identification Number

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF ________________, 201

Notary Public

My Commission Expires:

[NOTARY SEAL]

EXHIBIT C

Revised 12/01/11
Department of Transportation  
State of Georgia  

April 9, 2014  

SPECIAL PROVISIONS  

AIRPORT PROJECT NO. T005305/AP014-9019-33(021) BIBB  
DISPLACE RUNWAY 10/28 THRESHOLD AT THE MACON DOWNTOWN AIRPORT IN MACON, GA  

<table>
<thead>
<tr>
<th>S.P. CODE</th>
<th>SPECIAL PROVISIONS DESCRIPTION</th>
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<tr>
<td>107-1-01-SP</td>
<td>Legal Regulations and Responsibility to the Public</td>
</tr>
<tr>
<td>108-1-01-SP</td>
<td>Prosecution and Progress</td>
</tr>
<tr>
<td>109-1-01-SP</td>
<td>Measurement and Payment</td>
</tr>
</tbody>
</table>
Delete Subsection 107.23.A and substitute the following:

107.23 Environmental Considerations

All environmental considerations and clearances shall be the responsibility of the County or municipality to meet, including the requirements of Section 404 of the Clean Water Act (33 USC 1344).

After July 1, 1991, State funded projects must comply with the requirements of Chapter 16 of Title 12 of the Official Code of Georgia Annotated, the Georgia Environmental Policy Act (GEPA), of 1991. In compliance with GEPA, those projects for which Federal funding is sought, and NEPA compliance is accomplished, are exempt from the requirements of GEPA.

GEPA requires that environmental documentation be accomplished for County or City projects if more than 50 percent of the total project cost is funded by a grant of a State Agency or a grant of more that $250,000.00 is made by the State Agency to the municipality or County. The “responsible official of the government agency shall determine if a proposed governmental action is a proposed governmental action which may significantly adversely affect the quality of the environment.”

A. The Following Projects Would Not Significantly Adversely Affect The Quality Of The Environment:

Non-land disturbing activities and minor land disturbing activities that would not be anticipated to significantly affect the quality of the environment include the following list. These types of projects funded with state money would not be subject to environmental assessment of any kind. Hearing procedures outlined in GEPA would not be applicable.

1. Minor roadway and non-historic bridge projects.
   a. Modernization of an existing highway by resurfacing, restoration, rehabilitation, adding shoulders, widening a single lane or less in each direction and the addition of a median within previously disturbed existing right-of-way.
   b. Adding auxiliary lanes for localized purposes (weaving, climbing, speed changes, etc.) and correcting substandard curves and intersections within previously disturbed existing right-of-way.
   c. Non-historic bridge replacement projects in existing alignment with no detour bridge.

2. Lighting, signing, pavement marking, signalization, freeway surveillance and control systems, and railroad protective devices.

3. Safety projects such as grooving, glare screen, safety barriers, energy attenuators, median barriers, etc.

4. Highway landscaping and landscaping modification, rest area projects and truck weigh stations within previously disturbed existing right-of-way.

5. Construction of bus shelters and bays within existing right-of-way.

6. Temporary replacement of a highway facility that is commenced immediately after the occurrence of a natural disaster of catastrophic failure to restore the highway for the health, welfare, and safety of the public.

Office of State Aid
B. The Following Projects May Not Significantly Adversely Affect The Quality Of The Environment:

For projects that will cause land disturbance and for which there is no anticipation that the project may significantly adversely affect the quality of the environment, certain studies will be undertaken. These studies would serve to document whether or not the County or municipality should anticipate that a project might significantly adversely affect the quality of the environment. Documentation of the studies will be accomplished through the use of the “GEPA Investigation Studies” checklist.

The types of projects that would fall under the category, would include:

1. Bridge replacement projects on new location or with a detour bridge, where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.

2. Passing lanes, median additions and widening projects, where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.

3. Safety and intersection improvements where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.

4. Rest area projects and truck weigh stations with no purchase of additional right-of-way.

5. New location projects where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.

If studies demonstrate that the project will not significantly adversely affect the quality of the environment, project files will be documented. If studies demonstrate that the project may significantly adversely affect the quality of the environment, development of an environmental effects report (EER) will be undertaken along with full GEPA compliance.

C. The Following Projects May Significantly Adversely Affect The Quality Of The Environment:

This category of projects may include major widening and new location projects. If such projects result in a significant adverse effect, an EER shall be prepared.

D. EER Procedure:

GEPA calls for consideration of the “cumulative effect of the proposed government actions on the environment….if a series of proposed government actions are related either geographically or as logical parts in a chain of contemplated actions.” Therefore, EER’s for sections of roadways to be widened or built as new location facilities will include all projects that are connected geographically or as logical parts in a chain of contemplated actions.

1. During preparation of an environmental effect report, the County or Municipality will consult with and solicit comments from agencies that have jurisdiction by law, special expertise, or other interest with respect to environmental impacts.

2. In compliance with GEPA the following shall be contained in the EER, at a minimum:
   a. Cover sheet;
   b. Executive summary;
   c. Alternatives, including the no-build;
   d. Relevant environmental setting: Geology, soils, water supply and wetlands, floral fauna, archaeology/history, economic environment, energy, cultural resources;
   e. The environmental impact of the proposed action of the relevant setting and mitigation measures proposed to avoid or minimize adverse impact;
   f. Unavoidable adverse environmental effects;
   g. Value of short-term uses of the environment and maintenance and enhancement of its long-term value;
   h. Beneficial aspects, both long term and short term and its economic advantages and disadvantages;
   i. Comments of agencies which have jurisdiction by law, special expertise, or other interest with respect to any environmental impact or resource;
3. At least 45 days prior to making a decision as to whether to proceed with the undertaking, publish in the “legal organ of each County in which the proposed governmental action or any part thereof is to occur, notice that an environmental effects report has been prepared”.

4. The County or Municipality shall send a copy of the EER and all other comments to the Director, EPD.

5. The County or municipality shall make the document available to the public and agencies, upon request.

6. A public hearing will be held in each affected county if at least 100 residents of the State of Georgia request on within 30 days of publication in the legal organ of an affected County. The responsible official or his designee may hold a public hearing if less than 100 requests are received. (The county or municipality is not relieved of other State legal requirements of public hearings, however.)

7. Following the public notice period and/or public hearing, a summary of the document, comments received and recommendation as to whether to proceed with the action as originally prepared, to proceed with changes, or not to proceed will be prepared (Notice of Decision).

8. This decision document, when signed by the responsible official, will be sent to the director, EPD, and an abbreviated notice of the decision will be published in the legal organ of each County in which the proposed governmental action or any part thereof is to occur.

Any mitigation measures identified in the EER will be incorporated into the final project plan.
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

Section 108— Prosecution and Progress

_Retain Subsection 108.03 except as modified below:_

For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.
DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
SPECIAL PROVISION

Section 109—Measurement & Payment  
(City/County Contracts)

Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:

A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.
Tuesday, May 13, 2014
MACON - BIBB COUNTY COMMISSION WORK SESSION

5:00 P.M.
Large Conference Room
Government Center

1. APPROVAL OF MINUTES

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. APPROVAL OF MINUTES FROM WORK SESSION ON APRIL 29, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>May 13, 2014 - MACON - BIBB COUNTY COMMISSION WORK SESSION</td>
</tr>
<tr>
<td>Category</td>
<td>1. APPROVAL OF MINUTES</td>
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<tr>
<td>Access</td>
<td>Public</td>
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<tr>
<td>Type</td>
<td>Minutes</td>
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File Attachments
4-29-2014.pdf (165 KB)

2. FY 2015 BUDGET PRESENTATION

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. PRESENTATION OF MACON - BIBB COUNTY FY 2015 BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>May 13, 2014 - MACON - BIBB COUNTY COMMISSION WORK SESSION</td>
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<tr>
<td>Category</td>
<td>2. FY 2015 BUDGET PRESENTATION</td>
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<td>Access</td>
<td>Public</td>
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<tr>
<td>Type</td>
<td></td>
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</table>
MACON-BIBB COUNTY COMMISSION
WORK SESSION
APRIL 29, 2014
5:00 P.M.
LARGE CONFERENCE ROOM

COMMISSION MEMBERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Gary Bechtel
Commissioner Mallory Jones
Commissioner Larry Schlesinger

Mayor Pro-Tem Bert Bivins
Commissioner Ed DeFore
Commissioner Elaine Lucas
Commissioner Scotty Shepherd
Commissioner Virgil Watkins

COMMISSION MEMBERS ABSENT:
Commissioner Al Tillman

STAFF PRESENT:
Judd Drake County Attorney
Steve Layson, Asst. County Manager
Julie Moore, Asst. to the County Manager
Jean Howard, Asst. Clerk of the Commission
Gene Simonds, Director of Facilities Management
Don Druitt, Director of EMA
Wanzina Jackson, Director of ECD

Crystal Jones, Sr. Asst. County Attorney
Charles Coney, Asst. County Manager
Janice Ross, Training and Events Coordinator
Chris Flore, Asst. to the County Manager
Dale Walker, County Manager
Christy Iuliuici, Director of Finance
Shane Edwards, Asst. Fire Chief

GUEST PRESENT:
Bruce Gerwig, Macon Housing Authority
June Parker, Macon Housing Authority
Anthony Hayes, Macon Housing Authority
George Greer, Macon Housing Authority
Alex Morison, Urban Development Authority

Tommy Tedders, Tax Commissioner
Jan Beelander, Macon Arts Alliance
Jonathan Dye, Macon Arts Alliance
Clay Murphey, Rumcreek Corporation

NEWS MEDIA:
Jim Gaines, The Telegraph
Shonti Tager- FOX 24 WXGA
Ron Wildman, WPGA TV
Sean Franklin – 41 WMGT

The meeting was called to order by Mayor Robert Reichert who called on Don Druitt to give an update on the weather situation. The Mayor thanked Don for the update.

Mayor Reichert asked for a motion to add an Executive Session for Pending Litigation to the agenda.
**ACTION:**

*On motion of Commissioner DeFore seconded by Commission Bechtel and carried unanimously with Commissioners Shepherd, Schlesinger, Bivins, Watkins, Lucas and Jones voting in the affirmative, an Executive Session was added to the agenda.*

Mayor Reichert called on Judd Drake, the County Attorney, for an announcement. Mr. Drake stated that he was pleased to announce that Crystal Jones had been appointed the Sr. Assistant County Attorney. He is very pleased with the work she is doing and felt this promotion was well deserved.

Mayor Reichert called on Jan Beeland and Jonathan Dye from the Macon Arts Alliance who were attending for an exciting announcement. Mr. Dye announced that the Ocmulgee National Monument had been informed today by The National Park Service's Southeast regional director that the Ocmulgee Old Fields Boundary Study, which would add about 2,100 acres to the monument's current 702 acres had been approved. The next step would have to come through the legislative process. Jan Beeland invited the Commission to the Macon Arts Alliance and Ocmulgee National Park and Preserve Initiative event "Ancient Secrets and Spirits" at the Ocmulgee National Monument on Saturday, May 3. This special event is part of the 9th Annual Fireworks Regional Ceramics Exhibition and Sale, Georgia's largest exhibit of functional and sculptural pottery. There will be pottery demonstrations, live Native American music, and lantern tours at sunset at the Indian Mounds.

1. Presentation by the Macon Housing Authority

Mayor Reichert called on Bruce Gerwig of the Macon Housing Authority for his presentation of a proposed senior living center at Hunt School on Shurling Drive.

Mr. Gerwig thanked the Commission for the allowing them to address the opportunity to renovate and rededicate the Hunt School into a Senior Living Center. Mr. Gerwig gave a brief history of several housing developments that the Macon Housing Authority has developed and the success of these establishments. He highlighted the Pearl Stephens Elementary School which was built in 1928 and had been closed for more than ten years when they purchased the building and turned it into 61 units for low income and market rate seniors. In just four months the building reached 100% occupancy. The concept for Hunt School Village is very similar to what was done at Pearl Stephens Elementary School. Hunt has been closed since 2004. Macon Housing Authority will invest $8.4 M with sixty, one and two bedroom units. The Village will house seniors 62 years of age and older. All units will be tax credit assisted and MHA will provide rental assistance for residents on fixed incomes. The present kitchen will be removed and replaced with a courtyard and walking trails. Each apartment will have its own kitchen. Where the football field is presently located a new three story building will be placed with 24 apartment units. A new two story building with 20 units will be built to connect the two existing buildings.

Mr. Gerwig stated that Macon Housing Authority is seeking support from the Commission for three items; a resolution of support, financial assistance and a request to add Hunt School Village into the Walnut Creek Village Plan.

Mr. Hayes discussed the finance assistance that MHA would be requesting if they are awarded the DCA grant. Mr. Hayes stated that in order to qualify for funds from Georgia Department of Community Affairs 2014 Qualified Allocation Plan, the project must score at
least two points under the Community Redevelopment and Revitalization Plans and Strategies. In order to score these points, the local government must officially adopt the project and either loan or grant the company money to leverage the resources. Without both of these criteria being met, the company will not qualify for funding. The total for this project is $8,337,432 with $6,001,301 coming from Federal Housing Tax Credit Equity, $1,886,125 coming from State Credit Equity. This would leave $450,000 as the MHA’s request to the Commission.

Commissioner Watkins asked about the timeline for the project. Mr. Gerwig stated that if awarded the grant, construction would begin in the fall of 2015 and the project should be completed in the fall of 2016.

Mayor Reichert reminded the Commission that they had heard one previous request from the Beniot Group and on the Facilities and Engineering Committee agenda for May 13th, two other companies would be making presentations, one for a project on Hall Road and the second one was the renovation and revitalization of A. L. Miller High School.

Mr. Gerwig stated that the request to move the Huny School Village into the Walnut Creek Village Plan would need to be completed by June 5, 2014.

Mayor Reichert thanked the Macon Housing Authority for their presentation.

2. 2013 Bond Issue

Mayor Reichert gave a brief overview of the bonds issued by Bibb County in late 2013.

<table>
<thead>
<tr>
<th>2013 Bond Issue Non Taxable</th>
<th>Bond Amount</th>
<th>Project to date Actual</th>
<th>Encumbrances</th>
<th>Remaining Budget</th>
<th>Anticipated Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>East Macon</td>
<td>787,500</td>
<td>447,109</td>
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<td>340,391</td>
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<td>Clinton St. Corridor</td>
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<td>455 Walnut Street</td>
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<td>Tax Commissioner</td>
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<td>3767 Donnan Rd</td>
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<tr>
<td>Sears Building</td>
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<td>11,164</td>
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<tr>
<td>Total Non Taxable</td>
<td>9,950,000</td>
<td>1,539,025</td>
<td>704,477</td>
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<table>
<thead>
<tr>
<th>2013 Bond Issue Taxable</th>
<th>Bond Amount</th>
<th>Project to date Actual</th>
<th>Encumbrances</th>
<th>Remaining Budget</th>
<th>Anticipated Expense</th>
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<tr>
<td>Downtown</td>
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<td>0</td>
<td>3,000,000</td>
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</tr>
</tbody>
</table>

Mayor Reichert stated that it appears that the projects already started, the Tax Commissioner’s Office, the Sears Building and the Regional Commission Building, are already approximately $1.1M short on the funds needed to complete the projects. Mayor
Reichert continued that it was important that no money be taken from the general fund for this shortfall.

Mayor Reichert supported not building the fire station and convention center at Tobesofkee at the present time. This did not mean that they would not be built but that they would delay construction of these buildings. The purpose is that if you complete these two projects it will require additional equipment and more importantly, additional employees.

Commissioner Lucas supports the Fire Station on Donnan Road. She believes the citizens of that area are in need of fire protection not afforded them now by other fire stations.

Alex Morrison explained that the downtown public realm and the downtown improvements and streetscape projects will improve the appearance of downtown. As more and more businesses and people are moving downtown one of the most frequent complaints he hears is about the alleys and the streets. By improving these areas, it will encourage more people to move and come downtown.

Mayor Reichert stated that it was important to remember that any changes to the bond fund must be approved not only by the Commission but also by the Urban Development Authority.

Mayor Reichert proposed taking $850,000 out of the Tobesofkee Project which would leave enough funds to resurface the marina and start the planning phase of the convention center and to take $300,000 from the Downtown Realm which would leave them approximately $2.5 M. to complete their projects if they were to use taxable and untaxable funds. This would meet the $1.1M in shortfall.

ACTION:

The motion was approved by Commissioner DuFore and seconded by Commissioner Bechtel for discussion.

Commissioner Bechtel stated that he would like to see the motion amended to take $950,000 from Tobesofkee and $400,000 from the Downtown Realm to give the present projects a "cushion" if there were any overruns. This would give the projects $1.3 M for the shortfall.

On motion of Commissioner DuFore, seconded by Commissioner Bechtel and carried unanimously, the bond amounts allocated for Tobesofkee will be reduced by $950,000 to $1,4M and the bond amount for the Downtown Realm will be reduced by $400,000 to $1,387,500.

Commissioners Lucas, Bivins, Jones, Shepherd and Watkins voted in the affirmative.

Commissioners Tillman and Schlesinger were not present.

There being no further business, the meeting was adjourned at 7:00 p.m.

Janice S. Ross
Training and Events Coordinator

April 29, 2014