Tuesday, May 20, 2014
MACON-BIBB COUNTY COMMISSION MEETING SCHEDULE

5:00 P.M. Pre-Commission Meeting (Large Conference Room)
6:00 P.M. Regular Commission Meeting (Commission Chamber)
Tuesday, May 20, 2014
MACON-BIBB COUNTY PRE-COMMISSION MEETING

5:00 P.M.
Government Center
Large Conference Room

1. CALL TO ORDER

Subject  A. Mayor Robert A. B. Reichert
Meeting  May 20, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category  1. CALL TO ORDER
Access  Public
Type  Procedural

2. NEW BUSINESS

Subject  A. Resolution to authorize the Mayor to execute an agreement with the Georgia Power Company to provide electric service for the Thomas Jackson Juvenile Justice Center located at 560 Oglethorpe Street, Macon, Georgia 31201, as an addition to the electric grid currently supplying the Bibb County Jail, in substantially the same form as attached as Exhibit "A"; and for other puroposes
Meeting  May 20, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category  2. NEW BUSINESS
Access  Public
Type  Action
Recommended Action  Committee of the Whole recommends approval

File Attachments
Thomas Jackson Juvenile Justice Center.pdf (1,327 KB)

Subject  B. Resolution to support the A.L. Miller Village, LP to redevelop the A.L. Miller High School
Meeting  May 20, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category  2. NEW BUSINESS
Access  Public
Type  Action
Recommended Action  Committee of the Whole recommends approval
Subject: C. Resolution to support Roundstone Development, LLC to develop Mallard Lakes
Meeting: May 20, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category: 2. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Committee of the Whole recommends approval

File Attachments:
- 2241 Montpelier Avenue.pdf (2,206 KB)
- 2241 Montpelier Avenue 2.pdf (8,142 KB)

Subject: D. Resolution to authorize and approve a Consulting Agreement between Macon-Bibb County and Sixel Consulting Group, Inc. for completion of a True Market/Leakage Study for the Middle Georgia Regional Airport
Meeting: May 20, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category: 2. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Committee of the Whole recommends approval

File Attachments:
- Sixel Consulting Group Inc.pdf (2,061 KB)

Subject: E. Resolution to modify an Urban Redevelopment Plan for one or more slum, blighted, or underdeveloped areas within Macon-Bibb County as amended
Meeting: May 20, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category: 2. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Committee of the Whole recommends approval of Amendment

File Attachments:
- Urban Redevelopment Plan.pdf (998 KB)
F. Resolution authorizing execution of an agreement with the Georgia Power Company and an agreement with the Macon Water Authority to transfer utility services for the Fort Hawkins Visitor's Center building
Meeting May 20, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category 2. NEW BUSINESS
Access Public
Type Action
Recommended Action Committee of the Whole recommends approval

File Attachments
Fort Hawkins Visitor's Center Building.pdf (50 KB)

G. Resolution authorizing a contract amendment and contract for construction with GDOT for a construction project related to the Runway 5 safety area
Meeting May 20, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category 2. NEW BUSINESS
Access Public
Type Action
Recommended Action Committee of the Whole recommends approval

File Attachments
Agreement with GDOT for Runway Safety Zone.pdf (788 KB)

3. REVIEW AGENDA FOR TONIGHT'S COMMISSION MEETING

A. Mayor Robert A. B. Reichert
Meeting May 20, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category 3. REVIEW AGENDA FOR TONIGHT'S COMMISSION MEETING
Access Public
Type Procedural

4. EXECUTIVE SESSION

A. To discuss pending litigation with counsel
Meeting May 20, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category 4. EXECUTIVE SESSION
Access Public
Type Discussion

5. ADJOURNMENT
Tuesday, May 20, 2014
MACON-BIBB COUNTY COMMISSION REGULAR MEETING

6:00 P.M.
Government Center
Commission Chamber

1. CALL TO ORDER

Subject: A. Mayor Robert A. B. Reichert
Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 1. CALL TO ORDER
Access: Public
Type: Procedural

2. PRAYER

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

Subject: A. Pre-Commission Meeting on May 6, 2014
Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 4. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
5-6-2014 Pre Commission Meeting.pdf (160 KB)

Subject: B. Regular Commission Meeting on May 6, 2014
Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 4. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
5-6-2014 Regular Commission Meeting.pdf (357 KB)

5. INVITED GUESTS
### 6. PUBLIC COMMENTS ON AGENDA ITEMS

### 7. REPORTS FROM COMMITTEES AND DEPARTMENTS

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<tr>
<th>Subject</th>
<th>A. Operations and Finance Committee</th>
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<td>Category</td>
<td>7. REPORTS FROM COMMITTEES AND DEPARTMENTS</td>
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<tr>
<th>Subject</th>
<th>B. Economic and Community Development Committee</th>
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<td>Meeting</td>
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<th>Subject</th>
<th>C. Public Safety Committee</th>
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<td>Meeting</td>
<td>May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
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<th>Subject</th>
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<td>Meeting</td>
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### 8. CONSENT AGENDA

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<tr>
<th>Subject</th>
<th>A. Ratification of action denying the appeal for exemption from taxation by Mt. Sinai Church</th>
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<td>Meeting</td>
<td>May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
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<td>Category</td>
<td>8. CONSENT AGENDA</td>
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<td>Access</td>
<td>Public</td>
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<td>Type</td>
<td>Action</td>
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<tr>
<td>Recommended Action</td>
<td>Operations and Finance Committee recommends denial</td>
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9. OLD BUSINESS

Subject A. Resolution making appointment to the Macon General Employees Retirement Committee
Meeting May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category 9. OLD BUSINESS
Access Public
Type Action
Recommended Action Operations and Finance Committee recommends approval

File Attachments
Appointment of Lauren Benedict to Macon General Employees Retirement Committee.pdf (10 KB)

Subject B. Resolution authorizing and approving Consultant Agreement for Mid-City Square Conceptual Design
Meeting May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category 9. OLD BUSINESS
Access Public
Type Action
Recommended Action Operations and Finance Committee recommends approval

File Attachments
T Y Lin International.pdf (1,489 KB)

Subject C. Resolution authorizing the sale of a partial portion of New Street Lane
Meeting May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category 9. OLD BUSINESS
Access Public
Type Action
Recommended Action Operations and Finance Committee recommends approval

File Attachments
Partial Sale of New Street Lane.pdf (830 KB)

Subject D. Resolution authorizing the sale and closing of alley known as Cleitt Drive
Meeting May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category 9. OLD BUSINESS
Access Public
E. Resolution authorizing the sale of a portion of Second Street Lane

Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Operations and Finance Committee recommends approval

File Attachments:
- Second Street Lane.pdf (2,009 KB)

F. Ordinance granting a franchise to Southern Rivers Energy

Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Operations and Finance Committee recommends adoption

File Attachments:
- Southern Rivers Energy.pdf (832 KB)

G. Resolution to reduce the lien on property at 2857 Mercer University Drive

Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Operations and Finance Committee recommends approval

File Attachments:
- Mercer University Drive.property.pdf (591 KB)

H. Resolution authorizing acceptance of Internship Program Grants
<table>
<thead>
<tr>
<th>Subject</th>
<th>I. Resolution authorizing agreement with Davenport &amp; Company, LLC</th>
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<tr>
<td>Meeting</td>
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<td>Recommended Action</td>
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<td>File Attachments</td>
<td>Internships.pdf (2.847 KB)</td>
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<th>Subject</th>
<th>J. Resolution to support application for low income housing tax credits for the Henry A. Hunt Elementary School property</th>
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<tr>
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<td>May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
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<td>Category</td>
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<td>Type</td>
<td>Action</td>
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<td>Recommended Action</td>
<td>Economic and Community Development Committee recommends approval</td>
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<td>File Attachments</td>
<td>Davenport &amp; Company.pdf (1.380 KB)</td>
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<tr>
<th>Subject</th>
<th>K. Resolution to support the Benoit Group regarding the redevelopment of the Macon Gardens Property</th>
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<tr>
<td>Meeting</td>
<td>May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
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<td>Type</td>
<td>Action</td>
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<tr>
<td>Recommended Action</td>
<td>Economic and Community Development Committee recommends approval</td>
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<tr>
<td>File Attachments</td>
<td>Henry A Hunt Elementary School property.pdf (627 KB)</td>
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</table>
Subject: L. Resolution authorizing execution of the Chief Local Elected Officials contract
Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Economic and Community Development Committee recommends approval

File Attachments
Macon Gardens property.pdf (1,451 KB)

Subject: M. Ordinance amending Code to address methods of appointment of members of the Industrial Authority
Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Economic and Community Development Committee recommends adoption

File Attachments
Industrial Authority Appointments.pdf (249 KB)

Subject: N. Resolution to authorize and approve proposed action plan for redevelopment of the Riverside Drive Property
Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Facilities and Engineering Committee recommends approval

File Attachments
Redevelopment of Riverside Drive Property.pdf (964 KB)

Subject: O. Resolution to rename Haywood Road to Marshell Stenson, Jr. Drive
Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
5/16/2014

Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Facilities and Engineering Committee recommends approval

File Attachments:
- Marshall Stenson Jr Drive.pdf (669 KB)

Subject: P. Resolution to accept the streets and drainage systems in Oak Creek Subdivision
Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Facilities and Engineering Committee recommends approval

File Attachments:
- Oak Street Subdivision Streets and Drainage.pdf (484 KB)

Subject: Q. Resolution authorizing execution of contract for construction of runway safety zone at Macon Downtown Airport
Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Facilities and Engineering Committee recommends approval

File Attachments:
- Agreement with GDOT for Runway Safety Zone.pdf (788 KB)

Subject: R. Resolution authorizing the Mayor to execute an agreement with Georgia Power Company to provide electric service for the Thomas Jackson Juvenile Justice Center
Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Committee of the Whole recommends approval
Subject: S. Resolution to support Roundstone Development, LLC to develop Mallard Lakes
Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Committee of the Whole recommends approval

File Attachments:
- 1425 Hall Road 1.pdf (1,638 KB)
- 1425 Hall Road 2.pdf (4,558 KB)
- 1425 Hall Road 3.pdf (4,601 KB)
- 1425 Hall Road 4.pdf (1,905 KB)
- 1425 Hall Road 5.pdf (1,281 KB)

Subject: T. Resolution to support the A.L. Miller Village, LP to redevelop the A.L. Miller High School
Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Committee of the Whole recommends approval

File Attachments:
- Oracle Design Group redevelopment of A L. Miller High School.pdf (4,396 KB)

Subject: U. Resolution authorizing execution of an agreement with the Georgia Power Company and an agreement with the Macon Water Authority to transfer utility services for the Fort Hawkins Visitor's Center building
Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Committee of the Whole recommends approval

File Attachments:
- Fort Hawkins Visitor's Center Building.pdf (60 KB)
V. Resolution to authorize and approve a Consulting Agreement between Macon-Bibb County and Sixel Consulting Group for completion of a True Market/Leakage Study for the Middle Georgia Regional Airport

Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Committee of the Whole recommends approval

File Attachments:
- Sixel Consulting Group Inc.pdf (2,061 KB)

W. Resolution to modify an Urban Redevelopment Plan for one or more slum, blighted, or underdeveloped areas within Macon-Bibb County as amended

Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Committee of the Whole recommends approval of Amendment

File Attachments:
- Urban Redevelopment Plan.pdf (998 KB)

X. Resolution authorizing a contract amendment and contract for construction with GDOT for a construction project related to improving the Runway 5 safety area

Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Committee of the Whole recommends approval

File Attachments:
- GDOT Runway 5.pdf (2,623 KB)

10. NEW BUSINESS

A. Resolution to support the Economic and Community Development Department in entering into an independent contractor agreement with and providing up to $550,000.00 of Home Investment Partnership Program Funds to Georgia Behavioral Health Services

Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Subject: B. Resolution to provide $450,000.00 to Hunt School Partners, LP upon receipt of an allocation of low income housing credits from DCA

Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS
Access: Public
Type: Action

Recommended Action: Refer to Economic and Community Development Committee

File Attachments
Home Investment Partnership.pdf (5,678 KB)

Subject: C. Resolution to provide $650,000.00 of In-Kind Services within a one-half radius of A.L. Miller High School within 24 months of the A.L. Miller Village LP's receipt of an allocation of low income housing credits from DCA

Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS
Access: Public
Type: Action

Recommended Action: Refer to Economic and Community Development Committee

File Attachments
Hunt School Partners LP - $450,000.00.pdf (1,020 KB)

Subject: D. Resolution authorizing a contract with the Macon-Bibb County Land Bank Authority for two properties for future redevelopment purposes

Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS
Access: Public
Type: Action

Recommended Action: Refer to Economic and Community Development Committee

File Attachments
A.L. Miller Village LP 2.pdf (140 KB)
Subject: E. Resolution authorizing a contract with Cana Communications to provide and install access control, security, and video surveillance systems for the newly renovated building located at 455 Walnut Street

Meeting: May 20, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to Operations and Finance Committee

File Attachments:
- Land Bank Authority.pdf (709 KB)
- 455 Walnut Street property.pdf (272 KB)

11. GENERAL PUBLIC COMMENTS

12. ADJOURNMENT
MINUTES OF PRE-COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
May 6, 2014 – 5:00 P.M.
Government Center
(Large Conference Room)

The Pre-Commission meeting of the Macon-Bibb County Commission was held on May 6, 2014 at 5:00 P.M. in the Large Conference Room at Government Center.

Commission Members Present

Mayor Robert A.B. Reichert
Mayor Pro Tem Bert Bivins, III
Commissioner Gary Bechtel
Commissioner Larry Schlesinger
Commissioner Elaine Lucas

Commissioner Mallory Jones, III
Commissioner Ed DeFore
Commissioner Scotty Shepherd
Commissioner Virgil Watkins, Jr.
Commissioner Al Tillman

Staff Present

Dale Walker, County Manager
Judd Drake – County Attorney
Crystal Jones – Sr. Assistant County Attorney
Ople Bowen – Assistant County Attorney
Sheila Thurmond – Clerk of Commission
Steve Layson – Assistant County Manager (Infrastructure)
Chris Floore – Assistant to County Manager - Public Affairs
Jean S. Howard – Assistant Clerk of Commission
Janice Ross – Training & Events Coordinator

News Media Present

Jim Gaines – The Telegraph

The Pre-Commission Meeting was called to order by Mayor Robert A. B. Reichert.

The Mayor stated the meeting was being convened as a Committee of the Whole to take action on items 9L and 9M listed on tonight’s Regular Commission Meeting agenda. The Mayor stated these two Resolutions encompassed the reallocation of the 2013 Bond proceeds which reduces the allocated funds for the Lake Tobesokee Project by $950,000 and the Downtown Improvement Projects by $450,000. These funds will be used to complete the old Sears Building at 111 Third Street for the Sheriff’s Office, and to complete the Tax Commissioner’s Office renovations at the former Capital City Bank building at 455 Walnut Street. The Sheriff’s Office funding would increase from $1.5 million to $1.8 million. The Tax Commissioner’s Office will increase from $550,000 to $1.2 million.
County Attorney Judd Drake gave an overview of the 2013 Bond allocations and the reallocation changes to the Bond Funds.

A. (9L) Resolution to amend projects to be funded from proceeds of the Series 2013 A and B and to authorize the execution and delivery of an amendment to the Intergovernmental Contract between MBCUDA and Bibb County dated July 30, 2013 relating to the issuance of bonds

On motion of Commissioner Schlesinger, seconded by Commissioner De Fore, and carried unanimously, the Resolution was approved for consideration at tonight's meeting.

Unanimous approval by Commissioners Bert Bivins, Ill, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, Ill, Ed DeFore, Scotty Shepherd, Virgil Watkins, Jr., and Al Tillman.

The Mayor stated SPLOST funds are being used for the construction of the Juvenile Justice Center. He further stated the project is near completion, is on schedule, and is coming in under budget. Dale Walker, County Manager, stated the $192,488.05 to purchase furniture is less than the $250,000 originally budgeted.

B. (9M) Resolution authorizing the purchase of furniture for the Juvenile Justice Center for a total price of $192,488.05

On motion of Commissioner Schlesinger, seconded by Commissioner Watkins, and carried unanimously, the Resolution was approved for consideration at tonight's meeting.

Unanimous approval by Commissioners Bert Bivins, Ill, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, Ill, Ed DeFore, Scotty Shepherd, Virgil Watkins, Jr., and Al Tillman.

The Mayor reviewed the agenda items for tonight's Regular Commission Meeting at 6:00 P.M.

AGENDA ITEMS

CALL TO ORDER

A. Mayor Robert A. B. Reichert

PRAYER – Rev. Ral Waltowar - True Gospel Christian Church

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

A. Pre-Commission Meeting on April 16, 2014
B. Regular Commission Meeting on April 16, 2014

INVITED GUESTS

A. Georgia Municipal Association (GMA) and State Representative Allen Peake – to be presented an award for his sponsorship of the Downtown Renaissance Act
B. Recognition of Bibb County's Star Student

Mayor Reichert asked Commissioner Lucas to assist with the recognition. Commissioner Lucas stated she was not sure Ms. Allotey would be in attendance tonight.

C. Declaring May as "Foster Parents" Month

D. Bibb County Retirees

Mayor Reichert stated the Clerk of Commission would read the Resolution in its entirety which included the names of the 34 retirees. The Mayor stated he would make the presentation to former Bibb Commission Chairman, Samuel F. Hart, Sr., and will ask him to make the presentation to the other 33 retirees.

PUBLIC COMMENTS ON AGENDA ITEMS

REPORTS FROM COMMITTEES AND DEPARTMENTS

Mayor Reichert asked Committee Chairs to be prepared to give their Committee reports tonight.

A. Operations and Finance Committee

B. Economic and Community Development Committee

C. Public Safety Committee

D. Facilities and Engineering Committee

E. Mercer Scholarship Ad Hoc Committee

CONSENT AGENDA

A. Resolution recognizing Bibb County Retirees

Mayor Reichert stated this Resolution would be moved under Invited Guests for presentation.

OLD BUSINESS

A. Resolution to adopt the Economic and Community Development CDBG and Home proposed budget for FY 2015

B. Resolution to authorize and approve the selection of the Financial Consultant for OPEB and the Master Statement of Investment Policy for the OPEB Trust

C. Resolution authorizing the continuation and acceptance of the Juvenile Justice Incentive Grant not to exceed $500,000
D. Resolution appointing Commissioner Scotty Shepherd and Commissioner Larry Schlesinger to the General Employees Pension Board

E. Resolution authorizing the acceptance of an Immigration Compliance Policy

F. Normal Retirement of Grant Faulkner

G. Normal Retirement of Cliff Howard

H. Use of Commissary Funds at Sheriff's Office

I. Ordinance amending the Macon-Bibb County Code to add provisions applicable to the sale of Growlers

J. Resolution approving continued participation in the "Heartbeat Incentive Program" whereby Mixed-Use Developments may be granted reduced or eliminated property taxes

K. Ordinance to adopt a policy for citizens for the repair of roadways not established as public roads and to establish procedures for the creation of Special Tax Districts

L. Resolution to amend projects to be funded from proceeds of the Series 2013 A and B Bonds and to authorize the execution and delivery of an amendment to the intergovernmental contract between MBCUDA and Bibb County dated July 30, 2013 relating to the issuance of bonds

M. Resolution authorizing the purchase of furniture for the Juvenile Justice Center for a total price of $192,488.05

NEW BUSINESS

A. Resolution to sell a portion of New Street Lane consisting of 2,086 sq. ft. for $29,204 to adjoining property owner
   _To Be Referred To:_ Operations and Finance Committee

B. Resolution to sell and close alley-Cielt Drive consisting of 18,534 sq. ft. to adjoining property owner for $18,534
   _To Be Referred To:_ Operations and Finance Committee

C. Resolution to support Hunt School Partners, L.P. in its application for Low Income Housing Tax Credits to acquire and redevelop the former Henry A. Hunt School Property
   _To Be Referred To:_ Economic and Community Development Committee

D. Ordinance granting a Franchise to Southern Rivers Energy
   _To Be Referred To:_ Operations and Finance Committee

E. Resolution to authorize and approve a professional consulting agreement with T. Y. Lin International, Inc. for $4,950 for Mid-City Square conceptual design
   _To Be Referred To:_ Operations and Finance Committee
F. Resolution to accept the dedication of streets and drainage systems located within the streets in Oak Creek Subdivision  
   **To Be Referred To:** Facilities and Engineering Committee

G. Resolution 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  
   **To Be Referred To:** Operations and Finance Committee

H. Resolution to rename Haywood Road to Marshall Stenson, Jr. Drive  
   **To Be Referred To:** Facilities and Engineering Committee

I. Resolution to support the Benoit Group, LLC, to redevelop the Macon Gardens property located at 3601 Mercer University Drive  
   **To Be Referred To:** Economic and Community Development Committee

J. Resolution to authorize and approve the proposed action plan for redevelopment of the Riverside Drive property and Associated Manufactured Gas Plant ("MGP") #2 at a cost of $100,000  
   **To Be Referred To:** Facilities and Engineering Committee

K. Draft Agreement for Workforce Development  
   **To Be Referred To:** Economic and Community Development Committee

**GENERAL PUBLIC COMMENTS**

**EXECUTIVE SESSION**

The Mayor asked for a motion to go into Executive Session to discuss pending litigation.

On motion of Commissioner DeFore, seconded by Commissioner Jones and carried unanimously, the Commissioners went into Executive Session at 5:35 p.m.


On motion of Commissioner Schlesinger, seconded by Commissioner DeFore and carried unanimously, the Pre-Commission meeting was re-opened.

No action was taken.


There being no further business, the Pre-Commission meeting was adjourned.

Sheila Thurmond, CCC
Clerk of Commission
MINUTES OF REGULAR COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
May 6, 2014 – 6:00 P.M.
Government Center
(Commission Chamber)

The Regular Commission meeting of the Macon-Bibb County Commission was held on May 6, 2014 at 6:00 P.M. in the Commission Chamber at Government Center.

Commission Members Present:

Mayor Robert A.B. Reichert
Commissioner Gary Bachtel
Commissioner Mallory Jones, III
Commissioner Scotty Shepherd
Commissioner Virgil Watkins

Mayor Pro Temp Bert Bivins, III
Commissioner Ed DeFore
Commissioner Elaine Lucas
Commissioner Al Tillman
Commissioner Larry Schlesinger

Staff Present:

Dale Walker – County Manager
Judd Drake – County Attorney
Crystal Jones – Sr. Asst. County Attorney
Opie Bowen – Asst. County Attorney
Trae McCombs, Public Affairs
Kevin Barrere – Public Affairs
Nyesha Daley – Director of Procurement
Chris Floore – Asst. to County Manager - Public Affairs

Shelia Thurmond – Clerk of Commission
Steve Layson – Asst. Co. Mgr - Infrastructure
Jean S. Howard – Asst. Clerk of Commission
Justin Crum, Public Affairs
Janice Ross – Training & Events Coordinator
Wanzina Jackson -- Mgr. - Economic and Community Development

Guests in Attendance

Sam Hart, Sr.
Joe Allen
Sheriff David Davis
State Representative Allen Peake
Bibb County Retirees

News Media Present

Jim Gaines – The Telegraph
Ron Wildman – 58 WPGA
Anita Oh – 13 WMAZ

CALL TO ORDER

The meeting was called to order by Mayor Robert A. B. Reichert.

PRAYER
The prayer was rendered by Rev. Ral Waltowar of True Gospel Christian Church

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

A. Pre-Commission Meeting on April 16, 2014
B. Regular Commission Meeting on April 16, 2014

ACTION:

On motion of Commissioner Larry Schlesinger, seconded by Commissioner Elaine Lucas, and carried unanimously, the minutes of the Pre-Commission and Regular Commission meetings held on April 16, 2014 were approved as presented.


INVITED GUESTS

Rev. Ral Waltowar was invited to render the prayer for tonight’s Regular Commission Meeting.

Marcia Rubensohn, Director of Government Relations, of the Georgia Municipal Association recognized and presented State Representative Allen Peake with the “Champion of Georgia Cities Award” for his sponsorship and stewardship of House Bill 128 in the General Assembly. Representative Peake introduced legislation to create the Georgia Downtown Renaissance Fund, recognizing that vibrant downtowns are economic engines to the State, to direct investments into downtowns. A five million dollar annual investment fund over the next four years for 20 million dollars will be used for downtown investments. Mayor Reichert thanked Representative Peake for his hard work in the General Assembly and hoped Macon’s downtown enhancement initiatives would be able to benefit from HB128. Representative Peake thanked the Georgia Municipal Association and stated he appreciated the work of the Mayor and Commissioners in the new Consolidated Government. He also spoke of his many business endeavors and investments on downtown Macon.

Naa Adorkor Allotey, Bibb County’s Star Student, was unable to attend tonight’s meeting due to prior scheduled commitments. Commissioner Lucas stated that she would invite her to the next Commission meeting to be recognized for her many achievements and honors.

“Foster Parents” Month – Mayor Reichert stated May was being recognized as Foster Parents Month. Ms. Wanda Davis, Associate Vice President of Parenting, and Ms. Val Pierce, Case Management Supervisor, were in attendance representing the Foster Parents Association. Ms. Davis thanked the Mayor and Commissioners for the recognition and thanked Commissioner Lucas for speaking during Foster Parents Appreciation on May 2nd.

Bibb County Retirees – Mayor Reichert asked and received consent to move from the Consent

May 6, 2014
Agenda a Resolution recognizing Bibb County retirees. Mayor Reichert presented former Bibb County Commission Chairman, Sam Hart, his retirement Resolution and gold Pulsar watch and asked Chairman Hart to present the other 33 retirees their framed copy of the retirement Resolutions and watches. Also among the retirees were former Bibb County Commissioners Joe Allen and Bert Bivins, a present Macon-Bibb County Commissioner.

Mayor Reichert asked County Commission Clerk, Sheila Thurmond, to read the Resolution recognizing the retirees in its entirety.

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission to recognize the dedicated service and commitment of thirty-four (34) retiring Bibb County employees.


Proclamation – Donna Cadwell Day
Mayor Reichert presented a Proclamation to Donna Cadwell, Environmental Health County Manager – North Central Health District, in recognition of being awarded the National Extension Association of Family and Consumer Science Food Safety Award for establishing the nationally recognized education curriculum for food service employees program known as Operation EATERY (Educating and Training Each Restaurant Yearly) which has been presented at conferences in Alaska, New Jersey, Rhode Island, and Georgia. She was also given a Partnership Award for her collaboration with the Houston and Bibb County Extension Offices. Commissioner Bert Bivins was the Proclamation sponsor.

PUBLIC COMMENTS ON AGENDA ITEMS
None

REPORTS FROM COMMITTEES AND DEPARTMENTS

Operations and Finance Committee

- Committee Chairman Gary Bechtel reported that the Operations and Finance Committee met on April 22, 2014. The Committee discussed and recommended adoption of the following items:

  - A Resolution to adopt the Economic and Community Development CDBG and Home proposed budget for FY2015
  - A Resolution to authorize and approve the selection of Financial Consultant for OPEB and the Master Statement of Investment Policy for the OPEB Trust
- A Resolution authorizing the continuation and acceptance of the Juvenile Justice Incentive Grant not to exceed $500,000
- A Resolution appointing Commissioners Shepherd and Schlesinger to the General Employees Pension Board
- A Resolution endorsing only the concept and not a budget for the demolition of 37 additional houses
- An Ordinance to amend the Investment Policy
- A Resolution authorizing the acceptance of an Immigration Compliance Policy
- A Resolution approving Supplier for lighting at various recreation centers
- The normal retirements of Grant Faulkner, Information and Technology Department, and Cliff Howard, Public Works Department
- A request from the Sheriff’s Office for use of Commissary funds

**Economic and Community Development Committee**

- Committee Chairman Schlesinger reported that the Economic and Community Development Committee met on Tuesday, April 22, 2014. The Committee discussed and recommended adoption of the following items:
  - An Ordinance to add provisions applicable to the sale of Growlers
  - A Resolution 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

**The Committee heard a report from the following:**

- **Mark Stevens**, Executive Director of the Macon Mall, reported that due to time constraints, the Community Development District will be delayed until 2015 with completion by July 2015.
- **Carl Hodge** reported on the financial impact of the John Drew Tennis Center. Mr. Hodge stated that in 2014 there will be more than 13,000 players and spectators visiting Macon-Bibb County for tennis tournaments. With the assistance of the Convention and Visitors Center, they estimated the direct sales at $4.2 million and an estimated economic impact of $6.3 million.

**Public Safety Committee**

Committee Chairman Scotly Shepherd reported the Public Safety Committee met on Tuesday, April 22, 2014 and discussed the following:

- The Ordinance to establish a Fire Civil Service Board

The Consolidation Bill provides for a Fire Civil Service Board which will have its members appointed by the Mayor. Further discussion will continue to take place and this item will be on the Committee’s agenda at the May 13, 2014 meeting.
Facilities and Engineering Committee

- Committee Chairman Al Tillman reported the Facilities and Engineering Committee met on Tuesday, April 22, 2014 and approved the following:

  • An Ordinance to adopt a Policy and Procedure for Macon-Bibb County citizens for the repair and registration of paved roadways that have not been established as public roads of Macon-Bibb County and to establish the procedures for creation of special tax districts for the provision of local government services.

  The Committee heard a report from the following:

  • Mr. Edward Harris of the Benoit Group, who was interested in obtaining support from the Commission for the purchase and renovation of Macon Garden Apartments.

Mercer Scholarship Ad Hoc Committee

- Commissioner DeFore reported the Mercer Scholarship Ad Hoc Committee comprised of Mayor Reichert, Commissioner Lucas, and Commissioner DeFore met on April 18, 2014 and selected the ten scholarship winners receiving a $2,000 scholarship each for the 2014-2015 school term.

  - The scholarship recipients are: Cortlyn Ryle Belvin of Howard High School; Callie Marie Wilson of First Presbyterian Day School; Leslie Gabrielle Carter of Central High School; Chelsea Marie Whittington of Rutland High School; Andrew William Robinson of Covenant Academy; and Clifford Afford Kieckley, Erin Kay Condone, Collinda S. Simmons, Amore' Marie Jones, Virginal Lee Owens of Mercer University.

CONSENT AGENDA

A. Resolution recognizing Bibb County Retirees. On the request of Mayor Reichert and by unanimous consent, this item was moved to the Invited Guests section of tonight's meeting recognizing 34 retiring Bibb County retirees effective December 31, 2013.

OLD BUSINESS

A. Resolution to adopt the Economic and Community Development CDBG and Home proposed budget for FY2015

  • Clerk read by caption: A Resolution of the Mayor and Macon-Bibb Commission to adopt the Economic and Community Development Department CDBG and Home proposed budget for Fiscal Year 2015 Budget; and for other purposes.

  ACTION:

  • Unanimous approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, Virgil
Watkins, Jr., and Al Tillman.

B. Resolution to authorize and approve selection of the Financial Consultant for OPEB and the Master Statement of Investment Policy for OPEB Trust

- Clerk read by caption: A Resolution of the Macon-Bibb Commission, as the Board of Trustees for the Macon-Bibb County Other Post Employment Benefits Trust, to authorize and approve the selection of Independent Portfolio Consultants, Inc. (IPC) as the financial consultant for other post-employment benefits (OPEB) Fund Assets and to approve and adopt the Master Statement of Investment Policy (MSOP) for the Macon-Bibb County OPEB Trust; and for other purposes.

ACTION:


C. Resolution authorizing the continuation and acceptance of the Juvenile Justice Incentive Grant not to exceed $500,000

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the continuation and acceptance of the Juvenile Justice Incentive Grant not to exceed the amount of $500,000 and agreeing that Macon-Bibb County will serve as the Fiscal Agent of said grant; and for other purposes.

ACTION:


D. Resolution appointing Scotty Shepherd and Commissioner Larry Schlesinger to the General Employees Pension Board

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission confirming the Mayor’s appointments of Commissioner W. F. “Scotty” Shepherd and Commissioner Larry Schlesinger to Posts four and five respectively of the retirement committee for the Macon Pension and Retirement Systems, Division A, (1972 GA. Laws, page 3152, as amended); and for other purposes.

ACTION:

- Unanimous approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd,
Virgil Watkins, Jr., and Al Tillman.

E. Resolution authorizing the acceptance of an Immigration Compliance Policy

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Commission to accept an Immigration Compliance Policy in the same form as attached hereto as Exhibit "A"; and for other purposes

ACTION:


F. Normal Retirement of Grant Faulkner

ACTION:


G. Normal Retirement of Cliff Howard

ACTION:


H. Use of Commissary Funds at Sheriff's Office in the amount of $2,000 to buy a garbage disposal and other associated materials in the kitchen area of the Law Enforcement Center (LEC)

ACTION:


I. Ordinance amending the Macon-Bibb County Code to add provisions applicable to the sale of Growlers

- Clerk read by caption: An Ordinance of the Macon-Bibb County Commission amending Article II. Licensing of Chapter 4 of the Code of Ordinances of 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.

**ACTION:**


J. Resolution approving continued participation in the “Heartbeat Incentive Program”

- Clerk read by caption: A 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.

**Discussion:** Commissioner Watkins motioned to amend Section C with a second by Commissioner Tillman. Commissioner stated the need to expand the program countywide. Commissioner Watkins stated downtown would still have priority. Commissioner Bechtel motioned to Table, seconded by Commissioner Lucas, for further research and until the potential financial impact could be determined.

**ACTION:**

- Unanimous approval to Table by Commissioners Bert Bivins, III, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, Virgil Watkins, Jr., and Al Tillman.

K. Ordinance to adopt a policy for citizens for the repair of roadways not established as public roads and to establish procedures for the creation of Special Tax Districts

- Clerk read by caption: An Ordinance of the Macon-Bibb County Commission to adopt a policy and procedure for Macon-Bibb County citizens for the repair and registration of paved roadways that have been established as public roads of Macon-Bibb County, and to establish the procedure for creation of Special Tax Districts for the provision of local government services; to provide an adoption and effective date; and to provide for other lawful purposes.

**ACTION:**


L. Resolution to amend projects to be funded from proceeds of the Series 2013 A and B Bonds
• Clerk read by caption: A Resolution of the Macon-Bibb County Commission to amend the projects to be funded from proceeds of the $10,000,000 in aggregate principal amount of Macon-Bibb County Urban Development Authority Revenue Bonds (Bibb County Public Projects), Series 2013A (the “Series 2013 Bonds”) and the $3,225,000 in aggregate principle amount of Macon-Bibb County Urban Development Authority taxable revenue bonds (Bibb County Public Projects), Series 2013B (the “Series 2013B Taxable Bonds”) and together with the Series 2013A Bonds, the “Bonds”), to request that the Macon-Bibb County Urban Development Authority (“MBCUDA”) approve the projects as amended, and to authorize the execution and delivery of an amendment to the intergovernmental contract between MBCUDA and Bibb County, dated as of July 30, 2013 (the Contract”) relating to the issuance of the bonds; for other purposes.

ACTION:


M. Resolution authorizing the purchase of furniture for the Juvenile Justice Center for a total price of $192,488.05

• Clerk read by caption: A Resolution of the Macon-Bibb County Commission to authorize and approve the selection of Commercial Furnishings as the supplier of interior furnishings for the Juvenile Justice Center in the estimated amount of one hundred ninety-two thousand four hundred eighty-eight and 05/100 dollars($192,488.05) to be paid from SPLOST FUNDS; and for other lawful purposes.

ACTION:


NEW BUSINESS

A. A Resolution to sell a portion of New Street Lane consisting of 2,086 sq. ft. for $29,204 to adjoining property owner

Referred to: Operations and Finance Committee

B. A Resolution to sell and close alley-Cliett Drive consisting of 18,534 sq. ft. to adjoining owner for $18,534

Referred to: Operations and Finance Committee
C. A Resolution to support Hunt School Partners, L.P. in its application for Low income Housing Tax Credits to acquire and redevelop the former Henry A. Hunt School property

Referred to: Economic and Community Development Committee

D. An Ordinance granting a Franchise to Southern Rivers Energy

Referred to: Operations and Finance Committee

E. A Resolution to authorize and approve a professional consulting agreement with T. Y. Lin International, Inc. for $4,950 for Mid-City Square Conceptual Design

Referred to: Operations and Finance Committee

F. Resolution to accept the dedication of the streets and drainage systems located within the streets in Oak Creek Subdivision

Referred to: Facilities and Engineering Committee

G. A Resolution appointing Lauren Benedict as the Post Seven (7) citizen member if the Retirement Committee for Division A of the Macon-Bibb County Pension and Retirement Systems

Referred to: Operations and Finance Committee

H. A Resolution to rename Haywood Road to Marshall Stenson, Jr. Drive

Referred to: Facilities and Engineering Committee

I. A Resolution to support the Benoit Group, LLC, to develop the Macon Gardens property located at 3601 Mercer University Drive

Referred to: Economics and Community Development Committee

J. 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

Referred to: Facilities and Engineering Committee

K. Draft Agreement for Workforce Development

Referred to: Economics and Community Development Committee
Former City Council Member & SEIU President - Lonnie Miley - Mr. Miley stated he wanted to make the Commission aware of serious morale problems existing at the Public Works Department. He stated several employees felt they were being treated unfairly and not respected which was leading to poor morale. He stated the many attributes of the Public Works employees, and cited the weather and other work related conditions under which Public Works employees performed their job duties. He further stated all employees should be treated with respect. He thanked Commissioner Lucas for her support of Public Works employees.

POINT OF PERSONAL PRIVILEGE

Commissioner Lucas – thanked the Commissioners who attended the Al Lucas Scholarship Fundraiser on April 30th at the Georgia Sports Hall of Fame. The Scholarship is named in honor of Commissioner Lucas’s son, Al Lucas. The scholarship was presented to seven (7) scholar/athletes graduating from Macon-Bibb County High Schools. Commissioner Lucas thanked Chris Floore, Public Affairs for his assistance publicizing the event.

ADJOURNMENT

There being no further business, and on motion duly made and seconded and carried unanimously, the meeting was adjourned at 7:12 P.M.


Sheila Thurmond, CCC
Clerk of Commission
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 digital 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:
__________________________
SHELIA THURMOND, CLERK OF COMMISSION
CONSULTING AGREEMENT BETWEEN MACON-BIBB COUNTY AND TYLIN INTERNATIONAL (INC.)

THIS CONSULTING AGREEMENT (this Agreement) is made this ___ day of __________, 2014, by and between the Macon-Bibb County, a political subdivision of the State of Georgia, ("County"); and T.Y. LIN International (Inc.), ("Consultant"), whose principal place of business is located at 260 Peachtree Street, Suite 900, Atlanta, Georgia 30303.

RECITALS

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 Consultant to provide professional consulting services related to preparing a photo rendering and a hand drawn birds-eye perspective rendering of Mid-City Square;

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. Scope of Services.

Consultant shall commence, diligently pursue, and complete the services as set forth in this Agreement and as more specifically provided in Exhibit “A” attached hereto and incorporated herein by reference. Consultant will provide the following services as more fully described in Exhibit “A”:

1. Prepare a Master Site Plan – a photo rendering in digital format of Mid-City Square.

2. Prepare a Bird’s-eye Perspective Rendering – a hand drawn rendering over an aerial photograph.

The conceptual plans will be prepared in sufficient detail to convey the design through a site plan and birds-eye perspective of the square. Services outside the scope of work are Additional Services, the scope and payment provisions of which shall be mutually agreed upon in writing by both parties prior to the commencement of work. Agreement will occur as soon as it is practical. Those additional services that are agreeable to County will be conveyed to County via written notification and followed by an amendment to this Agreement as soon as it is practical.
County will provide right of entry for Consultant’s staff, subcontractors, and equipment as necessary to perform the work set forth in this Agreement. Consultant will take reasonable precautions to minimize property damage.

2. **Exclusions.**
   (a) Topographic Survey and Photography (Supplied by County to Consultant at no cost)
   (b) Code/Ordinance preparation
   (c) Structural Design (for hardscape features)
   (d) Building Architecture
   (e) Roadway Design
   (f) Graphic Design
   (g) Detailed design of any kind
   (h) Meetings

3. **Schedule.**
   Work will be completed within four (4) weeks of notice to proceed. County will have two (2) weeks to review and provide comment. One (1) additional week is estimated to respond to comments and modify Concept Plans.

3. **Estimated Fees and Billing/Payment.**
   (a) **Summary of Estimated Fees.** In exchange for Consultant’s performance hereunder, County shall pay Consultant estimated fees in the amount of Four Thousand Nine Hundred Fifty and 00/100 Dollars ($4,950.00) as itemized as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Work</td>
<td></td>
</tr>
<tr>
<td>Conceptual Plans</td>
<td>$4,700</td>
</tr>
<tr>
<td>Meetings (As Requested by County)</td>
<td>$500</td>
</tr>
<tr>
<td>Expenses</td>
<td></td>
</tr>
<tr>
<td>Mileage, Copies, Postage</td>
<td>$250</td>
</tr>
</tbody>
</table>

   **Total Estimated Fee:** $4,950

   (b) **Billing/Payment.** Consultant proposes to provide all services described herein on an hourly basis for a fee of Four Thousand Nine Hundred Fifty and 00/100 Dollars ($4,950). All direct/reimbursable expenses such as reproduction, delivery/postage mileage, tolls, etc., are estimated at Two Hundred Fifty and 00/100 Dollars ($250) and will be billed at cost plus a 5%
administrative fee. Meetings are not included but can be provided at the request of the County at the rate provided above. Consultant will bill on a monthly basis. Payment is due within thirty (30) days of receipt of invoice. Hourly rates are listed below:

Hourly Rates

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>$215</td>
</tr>
<tr>
<td>Sr. Landscape Architect</td>
<td>$135</td>
</tr>
<tr>
<td>Landscape Architect</td>
<td>$ 85</td>
</tr>
<tr>
<td>Sr. Engineer</td>
<td>$155</td>
</tr>
<tr>
<td>Engineer</td>
<td>$125</td>
</tr>
<tr>
<td>Technician</td>
<td>$ 80</td>
</tr>
<tr>
<td>Clerical</td>
<td>$ 65</td>
</tr>
</tbody>
</table>

*Rates listed are effective until 12/31/14

(c) Invoices. Payment of all amounts due Consultant are to be made upon presentation of the invoice, and will be past due thirty (30) days from receipt of invoice. In light of the advantage of resolving questions and disputes regarding Consultant’s invoices and statements quickly and while recollections are fresh, County agrees to notify Consultant of disputed invoices in writing within 20 calendar days of the date of invoice or statement. If County fails to give Consultant such notice, the County will have waived its right to dispute the accuracy and appropriateness of the invoice or statement, and the invoice or statement will be binding.

County’s obligation to pay for the services performed under this Agreement is in no way contingent upon the County’s ability to obtain financing, zoning, approval of government and regulatory agencies, final adjudication of a lawsuit in which Consultant is not involved, or upon County’s successful completion of the project. No deduction shall be made from Consultant’s compensation on account of problems or losses for which Consultant has not been held legally liable.

In the event that legal services are employed to collect past due invoices, any costs, expenses, distributions, including reasonable attorney’s fees, shall be paid by County.
(d) **Payment of Other Persons.** Prior to the issuance of final payment from County, Consultant shall certify to County in writing, in a form satisfactory to County, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Consultant in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Consultant.

4. **Termination.**

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) days prior written notice to the other. Upon termination, Consultant shall be entitled to compensation for services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to County.

5. **Interpretation.**

If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:

(a) Agreement
(b) Exhibit A.

6. **Resources.**

All equipment, software, Facilities and Consultant Personnel required for the proper performance of services shall be furnished by and be under the control of Consultant. Consultant shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high quality working and performing order.

7. **Work Product, Intellectual Property, and Information.**

Consultant agrees that all work product, intellectual property, and information generated in providing services to the County will become the property and information of the County, specifically including but not limited to, the website. However, the County acknowledges that the Consultant may use similar strategies, information, marketing programs, and recommendations for other clients.

All documents are instruments of service in respect to this project, and Consultant shall retain an ownership and property interest therein. County agrees that if Consultant’s invoices are not paid in accordance with this Agreement, all documents furnished to County will be returned on demand and will not be used for any purpose whatsoever.
Project documents are not intended or represented to be suitable for reuse by County or others on extensions of the project, or on any other project. Any reuse without Consultant's written consent will be at County's sole risk, and without liability or legal exposure to Consultant and its subcontractors.

Consultant's opinions of probable construction cost provided for herein are to be made on the basis of the experience, qualifications and informed judgment of Consultant, and represent the best judgment of Consultant as qualified professionals generally familiar with the industry. However since Consultant has no control over the cost of labor, equipment, or services furnished by others, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable costs prepared by Consultant. If the County wishes greater assurance as to construction costs, then the County shall employ an independent cost consultant.

Appropriate contractor submittals formally submitted to Consultant will be reviewed with reasonable promptness (usually within ten (10) working days) for conformance with design concept and compliance with the construction documents; not for quantities, constructability or matters within the assumed expertise of the submitting contractor.

8. **Delegation and Assignment.**

This is a professional services contract with Consultant and, therefore, Consultant shall not delegate or assign his duties under this Agreement without the prior written consent of County. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

9. **Notices.**

Any notice, demand or communication, which either party may desire or be required to give to the other party, shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by first class US mail, postage prepaid, addressed as follows:

If to County: Mayor
Macon-Bibb County
700 Poplar Street
Macon, GA 31202

If to Consultant: TYLIN-International
260 Peachtree Street
Suite 900
Atlanta, GA 30303
Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

10. **Independent Contractor.**

(a) In carrying out its obligations and activities under this Agreement, Consultant is acting as an independent contractor and not as an agent, partner, joint venture or employee of County. Consultant does not have any authority to bind County in any manner.

(b) **CONSULTANT ACKNOWLEDGES AND AGREES THAT CONSULTANT AND ITS EMPLOYEE(S) ARE NOT ENTITLED TO RECEIVE:** (i) **UNEMPLOYMENT INSURANCE BENEFITS; OR (ii) WORKERS COMPENSATION COVERAGE. FURTHER, CONSULTANT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS PAID, RELATED TO THE SERVICES.**

11. **Consultant’s Obligations.**

(a) **Consultant Personnel.** Consultant shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Consultant Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the services.

(b) **Subcontracting.** Unless specifically authorized in this Agreement, Consultant will not enter into any agreement with or delegate any services to any Third Party without the prior written approval of County, which County may withhold in its sole discretion. If Consultant subcontracts any of the services, Consultant shall: (i) be responsible for the performance of services by the subcontractors; (ii) remain County’s sole point of contact for the services; and (iii) be responsible for the payment of any subcontractors.

(c) **Conflicts of Interest.** Consultant shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

(d) **Commercial Activities.** Neither Consultant nor any Consultant Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on County property.
12. **Consultant Representations and Warranties.** As of the Effective Date and continuing throughout the initial term and any subsequent renewal term, Consultant warrants to the County that:

(a) **Authority.** Consultant has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Consultant, enforceable against it in accordance with its terms. No action, suit or proceeding in which Consultant is a party that may restrain or question this Agreement or the provision of services by Consultant is pending or threatened.

(b) **Professional Standards.** The services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the services.

(c) **Conformity.** The development, creation, delivery, provision, implementation, maintenance and support of all services shall conform in all material respects to the description of such services in this Agreement, including Exhibit “A” attached hereto.

(d) **Materials and Equipment.** Any equipment or materials provided by Consultant shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

(e) **Intellectual Property Rights.** None of the processes or procedures utilized by Consultant to fulfill its obligations hereunder, nor any of the materials and methodologies used by Consultant in fulfilling its obligations hereunder, nor any of the services or work product shall infringe any Third Party’s Intellectual Property Rights or privacy, publicity or other rights.

(f) **Insurance.** Consultant represents and warrants that it will maintain (a) worker’s compensation insurance covering its employees employed on or in connection with the services described in the Agreement in accordance with the laws of each jurisdiction in which such services are to be rendered, and (b) professional liability, general liability and property damage insurance policies with such limits of liability as County has deemed adequate for the services described in the Agreement. Certificates of such insurance are available upon request.
13. **Compliance with Laws.**

(a) **General.** Consultant and its subcontractors will perform the services in compliance with all Applicable Laws.

(b) **Consents, Licenses and Permits.** Consultant will be responsible for, and the compensation paid under this Agreement shall include the cost of obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Consultant in performing services and complying with this Agreement.

14. **Indemnification by Consultant.** Consultant shall indemnify and hold County, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

(a) Consultant’s or Consultant Personnel’s performance, non-performance or breach of this Agreement;

(b) Compensation or benefits of any kind, by or on behalf of Consultant Personnel, or any subcontractor, claiming an employment or other relationship with Consultant or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with County or arising in any other manner out of this Agreement or the provision of services by such Consultant Personnel);

(c) Any actual, alleged, threatened or potential violation of any Applicable Laws by Consultant or Consultant Personnel, to the extent such claim is based on the act or omission of Consultant or Consultant Personnel, excluding acts or omissions by or at the direction of County;

(d) Death of or injury to any individual caused, in whole or in part, by the tortious conduct of Consultant or any Person acting for, in the name of, at the direction or supervision of or on behalf of Consultant; and

(e) Damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Consultant or any Person acting for, in the name of, at the direction or supervision of, or on behalf of Consultant.

15. **Equal Employment Opportunity Clause.**

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


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

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

(c) No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

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

(e) Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party. CONSULTANT MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.
17. **Compliance with Laws.**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in Bibb County Superior Court or the federal district court in the Middle District of Georgia (Macon Division).

In the event that a dispute should arise relating to the performance of the services under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to seek recovery of all reasonable costs incurred in the prosecution or defense of the claim, including staff time, court costs, attorney's fees, and other claim related expenses.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the date first above written.

**COUNTY:**

**MACON-BIBB COUNTY**

By: ____________________________
    Robert A.B. Reichert, Mayor

Attested: _________________________
    Shelia Thurmond, County Clerk

Date: ____________________________

**INDEPENDENT CONTRACTOR:**

T.Y. LIN International (Inc.)

By: ____________________________
    Alvaro Piedrahita, CEO

Attested: _________________________
    Robert A. Peterson

Date: ____________________________
DATE:

NUMBER OF PAGES:  (INCLUDING COVER SHEET):  11

TO:  T.Y. Lin International

PHONE #:  (404) 841-7886

FAX #:  (404) 841-7887

FROM:  Crystal Jones, Macon-Bibb County Attorney’s Office

MESSAGE: I am faxing a copy of our consulting agreement for the Mid-City Square Project Conceptual Design. I left a voice mail message last Friday, but never received a return phone call. You may reach me at (478) 751-7652. Thank you and I look forward to speaking with you soon.

IF TRANSMISSION IS INCOMPLETE OR ILLEGIBLE, PLEASE CALL DENISE KELLEY AT (478) 751-7651.

**CONFIDENTIALITY NOTICE**

This communication, including any attachments, contains confidential information intended only for the addressee(s). The information contained in this transmission may also be privileged and/or subject to attorney work-product protection and exempt from disclosure under applicable law. If you are neither the intended recipient nor the employee or agent responsible for delivering this e-mail to the intended recipient, any unauthorized review, use, disclosure, distribution, or taking of any action in reliance on this information is prohibited. If you are neither the intended recipient nor the employee or agent responsible for delivering this e-mail to the intended recipient, please contact the sender immediately by reply e-mail and destroy all copies of the original message.
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.

Referred to the Committee on ____________________________

Date: ____________________________

REPORT

Rendered ____________________________

and ____________________________

VOTE

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

BE IT FURTHER RESOLVED that should Macon-Bibb County fail to sell this portion of New 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:

________________________________________
SHELLIA THURMOND, CLERK OF COMMISSION
PETITION TO CLOSE A PORTION OF PUBLIC ALLEY

TO: MACON-BIBB COUNTY COMMISSION

COMES NOW, The Macon-Bibb County Hospital Authority ("Petitioner"), whose address is 691 Cherry Street, Suite 700, Macon, Georgia 31201, and petitions the Macon-Bibb County Commission ("Commission") for the right to close a portion of a public alley known as New Street Lane which runs through Square 93 of the City of Macon between Hemlock Street and Hemlock Street Lane, and convey a portion of Hemlock Street Lane to Macon-Bibb County, and shows in support of this petition the following:

1. The Petitioner is the owner of Lots in Square 93 of the original plan of the City of Macon which are known as Parcel 6C and 7A as more particularly shown on Bibb County Property Tax Map Number Q8-2- OC93, a portion of said Tax Map is attached hereto as Exhibit "A." The property is also shown as Lots 6 and 7 on a Survey prepared by Donaldson, Garrett & Associates, Inc., dated January 17, 2014 ("Survey"), which is attached hereto as Exhibit "B."

2. The Petitioner acquired title to Tract 6C from Hemlock Street, LLC in a Warranty Deed dated July 23, 2009, and recorded in Deed Book 8135, Pages 234-236, Clerk’s Office, Bibb Superior Court. Petitioner acquired title to Tract 7A in a Warranty Deed from Hugh S. Smisson, Jr., dated September 10, 1987, and recorded in Deed Book 1675, Page 366, said Clerk’s Office.

3. The Survey attached hereto as Exhibit "B" shows that portion of New Street Lane which Petitioner seeks to close and which is designated on the Survey as Tract 1 - New
Street Lane and contains 2,086 sq. ft. or 0.048 acre. Tract 1 sought to be closed is bounded only by property owned by Petitioner and Tract 1 is more particularly described according to the Survey as follows:

All that tract or parcel of land lying and being in the Old City Square 93, being a portion of a 10 foot alley known as New Street Lane between Hemlock Street and Hemlock Street Lane and being more particularly described as follows: beginning at a point between Hemlock Street and Hemlock Street Lane on the original southwesterly right-of-way line of Hemlock Street where the northwesterly line of New Street Lane intersects said right-of-way, and from this beginning point run south 54°51'26" east 10.00 feet, more or less, to the southeasterly right-of-way line of New Street Lane; thence along the southeasterly line of New Street Lane south 35°13'28" west 202.55 feet to an iron pin; thence continuing south 35°13'28" west another 6.00 feet to a PK nail located on the northeasterly right-of-way line of Hemlock Street Lane; thence north 54°52'16" west 10.00 feet along the northeasterly right-of-way line of Hemlock Street Lane to an iron pin located on the northwesterly right-of-way line of New Street Lane; thence north 35°13'28" east along the northwesterly right-of-way line of New Street Lane a distance of 208.55 feet to the point of beginning.

This property is shown as Tract 1 on a Survey prepared by Donaldson, Garrett & Associates, Inc., dated January 17, 2014, and recorded in Plat Book ______ Page ____ , Clerk's Office, Bibb Superior Court.

4. Petitioner only seeks to close that portion of the alley where it is bounded on both sides by Petitioner’s property, and Petitioner does not seek to close any portion of New Street Lane which is bounded by property owned by others.

5. Closing the portion of New Street Lane as shown on Exhibit “B” will in no way affect the public in and to that portion of the alley sought to be closed since the public has no reason to use that portion of the alley now or in the future.
6. The parties whose property abuts the remaining portions of New Street Lane and Hemlock Street Lane will continue to have access to their property over those portions of New Street Lane and Hemlock Street Lane which will remain open to the public.

7. Petitioner has paid $500 to cover the legal and engineering expenses of the Commission.

8. Petitioner proposes to convey to Macon-Bibb County a portion of its property located along Hemlock Street Lane which is more particularly shown as "Tract 2-New R/W area" on the Survey attached as Exhibit "B." Tract 2 contains 1,250.0 square feet, or 0.029 acre, and is more particularly described according to the Survey as follows:

   All that tract or parcel of land lying and being in the Old City Square of 93, being a portion of the property owned by the Macon-Bibb County Hospital Authority and being more particularly described as follows: Beginning at a point marked by a PK nail at the intersection of the southeasterly right-of-way line of New Street Lane with the northeasterly right-of-way line of Hemlock Street Lane and run thence north 35°13'28" east 6.00 feet to an iron pin; thence south 54°52'16" east along the line parallel to and 6 feet from the northeasterly right-of-way line of Hemlock Street Lane a distance of 208.40 feet to an iron pin; thence south 35°13'28" west 6.00 feet to a drill PNT; thence north 54°52'16" west along the northeasterly right-of-way line of Hemlock Street Lane a distance of 208.40 feet to the point of beginning.

   The above-described property is more particularly shown as Tract 2 on a survey prepared by Donaldson, Garrett & Associates, Inc., dated January 17, 2014, and recorded in Plat Book _____, Page _____, Clerk's Office, Bibb Superior Court.

   The value of Tract 1 and Tract 2 has been previously determined by the Macon-Bibb County Tax Assessors as having a value of $14.00 per sq. ft. Petitioner is prepared to pay $14.00 per sq. ft. for that portion of New Street Lane to be closed at a cost of $29,204.00. Petitioner requests that it
be given credit for Tract 2 which will be conveyed to Macon-Bibb County and contains 1,250.0 sq. ft. for a value of $17,500 so that the net payment for Tract 1 will be $11,704.00.

WHEREFORE, the Commission having placed a reasonable value upon Tract 1, Petitioner requests that the Commission conduct the necessary legal and engineering investigations into this Petition, that the Commission pass a resolution authorizing the closing of that portion of New Street Lane shown as Tract 1 on the Survey attached as Exhibit "B", that Macon-Bibb County execute a Deed in favor of Petitioner conveying title to that portion of New Street Lane to be closed, that the Commission grant a credit to Petitioner against the cost of closing that portion of New Street Lane for the value of Tract 2 which will be conveyed by Petitioner to Macon-Bibb County and that the Commission accept Tract 2 to become a part of Hemlock Street Lane.

Dated this 18th day of February, 2014.

SELL & MELTON

BY: [Signature]

ED S. SELL, III
Georgia Bar No. 635300

Attorney for Macon-Bibb County Hospital Authority

Sell & Melton, LLP
P. O. Box 229
Macon, Georgia 31202-0229
(478) 746-8521 telephone
(478) 745-6426 facsimile
www.sell-melton.com
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:
SHELIA THURMOND, CLERK OF COMMISSION
PETITION TO CLOSE AN ALLEY OR STREET
CITY OF MACON, GEORGIA

GEORGIA
BIBB COUNTY

Re: Clieit Drive
(Name of Alley/Street)

I, Moses Jackson, Petitioner, owning property located at
3012 3040 3080 meters / 548 554 553 560 561 Clieit Dr + 548 Key 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 ___ day of Nov, 2013.

Petitioner

2635 Gov. Macdonald Lane
Address
Macon GA 31216
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</th>
<th>Signature</th>
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<tr>
<td>Moses Jackson</td>
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<td>2635 Gov. Macdonald Lane</td>
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EXHIBIT A
F:\\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. Cleet 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.

Grantor 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:

Witness

Notary Public

(L. S.)

Franky Dumas
GEORGIA, HIBB COUNTY

GENERAL WARRANT 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

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

MOSES K. JACKSON

(hereinafter referred to as "Grantee"), his, her or their heirs and assigns, or its successors and assigns, as the case may be, IN FEE 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]

[Name]
[Title]

Signed, sealed and delivered in the presence of:

[Signature]

Witness
KATHRYN S CLARK
Notary Public
STATE OF GEORGIA
My Comm. Exp. 7/22/07
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 hereinabove 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.
JESSE COPELAND, 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, Maccus Reserve West, Bibb County, Georgia, containing 3.01 acres, more or less, designated as Tract "B" on that 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 any wise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FREE 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 whomever.

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

Signed, sealed & delivered in the presence of:

[Signatures]
Horton Automotive, LLC

By: ____________________________
Title: ____________________________

[Signature]
Attn: ____________________________
Title: ____________________________
CANCELLATION 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, 1998 of record in Deed Book 4448, 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 his hand and seal, this 7th day of September, 2004.

Branch Banking & Trust Company
f/k/a First Liberty Bank

BY: [Signature] VP
Title: Vice President

ATTEST: [Signature]
Title: VP

(BANK SEAL)

Signed, sealed and delivered on the date above shown

WITNESS

[Signature]

NOTARY PUBLIC
My Commission Expires: July 9, 2006
(AFFIX NOTARIAL SEAL)
MEMORANDUM

TO: Jackie Tingle
City Attorney's Office

FROM: Bill Causey, L.S.
Manager, Engineering Department

DATE: March 25, 2005

RE: Request to Accept Cliett Drive

Pursuant to your request regarding the above I submit herein the following information:

Cliett Drive was created by a subdivision plat for Lonnie C. Cliett dated March 11, 1964 and recorded in Plat Book 40, Page 123. I have enclosed a copy for your use. The street was intended to provide access to 8 lots. The street was never opened or put into use and none of the lots were built on.

Mr. Moses Jackson, Petitioner has purchased 2 of the original lots and wishes to use Cliett Drive to access his property. He is in the process of constructing an automotive repair business.

Since the intent of the platted Cliett Drive was to provide access to the 8 lots, two of which Mr. Jackson now owns, he has the right to utilize the strip of land shown as Cliett Drive for that purpose. It does not need to be a public street for him to do that. He should however, consult the remaining lot owners. I do not think he can construct anything within the strip that would impede access to the remaining lots.

The City of Macon does not accept unopened streets for public maintenance if there is no street there. If Mr. Jackson and the owner of the remaining lots with the Cliett subdivision wish to have the City of Macon accept Cliett Drive as a public street, they first need to construct the street to our specifications, following the approval of engineering drawings.

Please let me know if you have any questions or need more information regarding this matter.

enclosure
December 11, 2013

Ms. Jackie Tingle
Office of the City Attorney
City Hall
Macon, Georgia 31202

Re: Petition to purchase Clett Dr.

To: Jackie Tingle

From: Judy Reynolds

Per your request, I'm recommending an opinion of value for the referenced property. The recommended value is based solely on an analysis of recent sales activity within the neighborhood of the subject.

The subject property according to GIS mapping is located on the south side of Mercer University Dr. It is identified on the map as Clett Dr.; however, a site visit indicated that there is no physical street. It is part of an undeveloped wooded site. Based on measurements taken from GIS, mapping the property indicated as Clett Dr. is approximately 18,534 sq. ft. or .425 acres. The map indicates that it fronts Mercer University Dr. however, there is no access from the street.

The attached spreadsheet of the recent sales indicate that sales of improved properties range from $.48 to $2.08 per sq. ft. These prices were calculated by allocating 20% of the sale price to the land. The improved sales would not be as reliable as the vacant land sales as the amount allocated to the land could be skewed by the condition of the improvement at the time of sale. The best indicator would be the two vacant land sales. The most recent sale of comparable property would be six lots on Clett Dr. purchased in November 2013 for $75,000. The six vacant lots totaled 1.70 acres. sold for $44,118 an acre or $1.00 per sq. ft.

Smaller tracts typically command a higher value. My recommendation per sq. ft. would be in the range of $1 - 1.50. The value at the highest end of the range is supportive of land that is developed and currently improved. The subject as stated is undeveloped with no immediate access.
<table>
<thead>
<tr>
<th>Street Address</th>
<th>Acres</th>
<th>Land Value</th>
<th>Sale Date</th>
<th>Sale Price</th>
<th>Map Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.7</td>
<td>$75,000</td>
<td>VACANT</td>
<td>2013</td>
<td>2101</td>
<td>0083-0105</td>
</tr>
<tr>
<td>0.19</td>
<td>$9,000</td>
<td>VACANT</td>
<td>2010</td>
<td>2101</td>
<td>0083-0105</td>
</tr>
<tr>
<td>0.73</td>
<td>$17,800</td>
<td>IMPROVED</td>
<td>2012</td>
<td>2101</td>
<td>0084-0362</td>
</tr>
<tr>
<td>1.11</td>
<td>$6,000</td>
<td>IMPROVED</td>
<td>2012</td>
<td>2101</td>
<td>0084-0362</td>
</tr>
<tr>
<td>0.19</td>
<td>$4,000</td>
<td>IMPROVED</td>
<td>2011</td>
<td>2101</td>
<td>0082-0227</td>
</tr>
<tr>
<td>0.15</td>
<td>$6,185</td>
<td>IMPROVED</td>
<td>2011</td>
<td>2101</td>
<td>0084-0260</td>
</tr>
<tr>
<td>0.1</td>
<td>$3,500</td>
<td>IMPROVED</td>
<td>2010</td>
<td>2101</td>
<td>0084-0197</td>
</tr>
</tbody>
</table>

Recent Sales

Residential Properties
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
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:  SHEILA 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 156-0708, Petitioner, owning property located at 5111 Appleton 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, 2003.

[Signature]
Petitioner

[Address]
P.O. Box 21277
Macon, GA 31207

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>
<thead>
<tr>
<th>Property Owner</th>
<th>Signature</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Netier LLC</td>
<td></td>
<td>512 Poplar St, Macon, GA 31201</td>
</tr>
<tr>
<td>Poplar Street LLC</td>
<td></td>
<td>546 Poplar 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.
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 purposes 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>$9,250.00</td>
</tr>
<tr>
<td>NINE THOUSAND THREE HUNDRED 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,

[Signature]

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

File: 14-4063pohostreeolley
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.
<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</td>
<td>(478) 978-7021</td>
<td>(1) Against closing the alley. Giving property away to the owners on both</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Macon, Georgia 31201</td>
<td></td>
<td>sides. (2) Alley can be used for walking and biking. (3) It is the only</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>alley between Second &amp; Third Street. (4) We should wait until the Master</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Plan is completed for the downtown area.</td>
</tr>
<tr>
<td>4/21/2014</td>
<td>Jeff Bean</td>
<td>325 Cotton Avenue</td>
<td>(203) 247-3141</td>
<td>Opposed to closing of Second Street.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Macon, Georgia</td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/23/2014</td>
<td>Ronnie Nelson</td>
<td>1987 Cedar Street</td>
<td>(478) 258-6984</td>
<td>He does not want the alley closed to the public.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Macon, Georgia</td>
<td></td>
<td></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
ORDINANCE GRANTING FRANCHISE

To

Southern Rivers Energy

By

CONSOLIDATED GOVERNMENT OF MACON - BIBB COUNTY

On

________________________, 2014

The within franchise accepted on

________________________, 2014.

Southern Rivers Energy

By: _________________________

Title: _________________________
ORDINANCE GRANTING PERMISSION AND CONSENT to Southern Rivers Energy, and its successors, lessees, and assigns (hereinafter referred to collectively as the "Company") to occupy the streets and public ways of the Consolidated Government of Macon - Bibb County, Georgia, a municipality and political subdivision of the State of Georgia (hereinafter referred to as the "City"), in constructing, maintaining, operating, and extending poles, lines, cables, equipment, and other apparatus for transmitting and distributing electricity and for other purposes.

SECTION I. Be it ordained by the governing authority of the City that the authority, right, permission, and consent are hereby granted to the Company, for a period of thirty-five (35) years from the date of the Company's acceptance hereof, to occupy and use the streets, alleys, and public ways of the City within the present and future corporate limits of the City as from time to time the Company may deem proper or necessary for the overhead or underground construction, maintenance, operation, and extension of poles, towers, lines, wires, cables, conduits, insulators, transformers, appliances, equipment, connections, and other apparatus (hereinafter referred to collectively as the "Company's Facilities") for the business and purpose of transmitting, conveying, conducting, using, supplying, and distributing electricity for light, heat, power; and other purposes for which electric current may be or become useful or practicable for public or private use, and to re-enter upon such streets, alleys, and public ways from time to time as the Company may deem proper or necessary to perform these functions, and to cut and trim trees and shrubbery when and where necessary, in the judgment of the Company, to insure safe and efficient service.

SECTION II. Be it further ordained that the rights, permission, and consents herein contained are granted for the following considerations and upon the following terms and conditions:

1. The Company shall pay into the treasury of the City on or before the first day of March in each year following the granting of this franchise, a sum of money equal to four percent (4%) of the gross sales of electric energy to customers served under residential, commercial and industrial rate schedules (as prescribed by the Georgia Public Service Commission) within the corporate limits of the City during the preceding calendar year. The Company will begin collecting the franchise fee from its customers beginning June 1, 2014. The City acknowledges that payments for the 2014 year will only cover the period of June 1, 2014, through December 31, 2014, due to the adoption date of this agreement. Beginning in 2015, and all subsequent years, payments made by the Company to the City will cover the period of January 1 through December 31.

2. The amount, if any, of any tax, fee, charge, or imposition of any kind required, demanded, or exacted by the City on any account, other than ad valorem taxes on property, shall operate to reduce to that extent the amount due from the percentage of gross sales provided for in paragraph 1 of this Section II.

3. The Company shall fully protect, indemnify, and save harmless the City from all damages to persons or property including conditions of streets, alleys, or public places caused by the construction, maintenance, operation, or extension of the Company's Facilities.

4. The Company shall, in constructing, maintaining, operating, and extending the Company's Facilities, submit and be subject to all reasonable exercises of the police power by the City. Nothing contained herein, however, shall require the Company to surrender or limit its property rights created hereby without due process of law, including adequate compensation, for any other purpose at the instance of the City or for any purpose at the instance of any other entity, private or governmental.
5. For purposes of paragraph 6 of this Section II, the term "Distribution Facilities" means poles, lines, wires, cables, conductors, insulators, transformers, appliances, equipment, connections, and other apparatus installed by or on behalf of the Company (whether before or after the adoption of this ordinance) in the streets, alleys, or public ways of the City for the purpose of distributing electricity within the present and future corporate limits of the City. Distribution Facilities do not include any of the following: (i) electric transmission lines with a design operating voltage of 46 kilovolts or greater (hereinafter referred to as "Transmission Lines"); (ii) poles, towers, frames, or other supporting structures for Transmission Lines (hereinafter referred to as "Transmission Structures"); (iii) Transmission Lines and related wires, cables, conductors, insulators, or other apparatus attached to Transmission Structures; (iv) Transmission lines, wires, cables, or conductors installed in concrete-encased ductwork; or (v) network underground facilities.

6. In the event that the City or any other entity acting on behalf of the City requests or demands that the Company relocate any Distribution Facilities from their then-current locations within the streets, alleys, and public ways of the City in connection with a public project or improvement, then the Company shall relocate, at its expense, the Distribution Facilities affected by such project or improvement, provided that sufficient space is furnished by the City to accommodate the Distribution Facilities. The Company's obligations under this paragraph 6 shall not affect the amounts paid or to be paid to the City under the provisions of paragraph 1 of this Section II. Notwithstanding the foregoing provisions of this paragraph 6, the Company shall not be obligated to relocate, at its expense, any of the following: (i) Distribution Facilities that are located on private property at the time relocation is requested or demanded; (ii) Distribution Facilities that are located on public property where there is sufficient evidence that a written or prescriptive easement exists, provided said easement is demonstrated to have been in existence prior to and Distribution Facilities having been located on public property (iii) Distribution Facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iv) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (v) Distribution Facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

7. The City and the Company recognize that both parties benefit from economic development within the City. Accordingly, when it is necessary to relocate any of the Company's facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) within the City, the City and the Company shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, the City and the Company shall communicate in a timely fashion to coordinate projects included in the City's five-year capital improvement plan, the City's short-term work program, or the City's annual budget in an effort to minimize relocation of the Company's Facilities. Such communication may include, but is not limited to, (i) both parties' participation in the Georgia Utilities Coordinating Council, Inc. (or any successor organization) or a local utilities coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any successor to such system mutually acceptable to both parties).

8. With regard to each streetscape project undertaken by or on behalf of the City, the City shall pay the Company in advance for the Company's estimated cost to relocate any of the Company's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) in connection with such project. For each streetscape project, the Company shall estimate in good faith the amount of incremental base revenue, if any, that the Company will realize as a result of new customer load or expansion of existing customer load attributable to such project; and such estimate shall be based on tariffs in effect at the time that construction of such project begins and shall not include fuel recovery.
charges, non-electric service billings, or taxes. If such estimate indicates that the Company will realize
incremental base revenue, the Company shall do one of the following, whichever results in greater cost
savings to the City: (i) reduce the City's advance payment to the Company for relocation costs by ten
percent (10%); or (ii) where the City has developed a bona fide marketing plan within twelve (12) months
after construction of such project begins, either refund the amount of the Company's incremental base
revenue during such twelve-month period to the City or credit such amount against any future payment
due from the City to the Company. The City and the Company acknowledge and agree that the amount of
any refund or credit calculated pursuant to clause (ii) of the foregoing sentence of this paragraph 8 shall
not exceed the amount of the City's advance payment to the Company for relocation costs associated with
such project.

SECTION III. Be it further ordained that nothing contained in this ordinance shall limit or
restrict the right of customers within the corporate limits of the City to select an electric supplier as may
hereafter be provided by law.

SECTION IV. Be it further ordained that from time to time after the approval of this ordinance,
the Company and the City may enter into such additional agreements as the Company and the City deem
reasonable and appropriate; provided, however, that such agreements shall not be inconsistent with the
terms and conditions of the franchise granted in this ordinance, shall not extend beyond the term of the
franchise, and shall be enforceable separate and apart from the franchise.

SECTION V. Be it further ordained that the Company shall, within one hundred twenty (120)
days from the approval of this ordinance, file the Company's written acceptance of the franchise granted
in this ordinance with the Clerk of the City, so as to form a contract between the Company and the City.

SECTION VI. Be it further ordained that upon such acceptance all laws and ordinances, and all
agreements between the Company and the City with respect to the Company's use of the City's streets,
alleys, and public ways, in actual conflict herewith be and the same shall thereupon stand repealed and
terminated, respectively.

Adopted by the Macon-Bibb County Commission, at a meeting held on

____________________________________, 2014.

Approved: __________________________, 2014.

____________________________________
Mayor
I, _____________________, Clerk of the Consolidated Government of Macon - Bibb County, Georgia, hereby certify that I was present at the meeting of the Macon - Bibb County Commission, held on _________________, 2014, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the Macon-Bibb County Commission at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the Consolidated Government of Macon - Bibb County, County of Bibb, State of Georgia, this _____ day of _________________, 2014.

__________________________
Clerk
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION
GRANTING A FRANCHISE TO
SOUTHERN RIVERS ENERGY; AND
TO PROVIDE FOR OTHER LAWFUL
PURPOSES.

COMMITTEE REPORT

Yes No

Refereed to the Committee on
Date:

ACTION TAKEN AND DATE:

RECOMMEND:

(Approved/Disapproved/Approved as Amended)
Date

REPORT

Rendered ____________________________
and ________________________________

VOTE

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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 fi. 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.B. 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 liens on $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 liens 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

(SEAL)
STATE OF GEORGIA  
COUNTY OF Bibb

CITY OF MACON TAX ELPA

CITY OF MACON  
v.  

Name Johnson  
Property Owner:

Property Address on which N. is Placed  
2807 Mercer Universally Drive  
MACOG  GA 31207

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<th>Demolition Costs</th>
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<td>$13,558.81</td>
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Total Costs  
Interest on Cost  
Ex. Cost  
Adverisemental  
Total Due

$13,558.81  
$7.00  
$0.00  
$13,665.81

TO THE CITY CLERK OF THE CITY OF MACON,

GREETINGS:

You are hereby commanded, that of the goods and chattels, lands and investments 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 hereinabove, the amount of demolition, clearing and grading costs, the ex. cost, and a sufficient amount to cover interest at the rate of 12% per annum until notified, 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 there this writ.

This 5 day of April 2013.

Megan McElhaney  
Director of Finance  
City of Macon

EXHIBIT A
STATE OF GEORGIA
COUNTY OF HIBB

Leased within O., tv. Ms.

5th day of April 2013 on the following property herein:

Owner Name: JOHNSON, DON
Property Address: 2857 MERCER UNIVERSITY DRIVE
Owner Address 1: 600 MONCRIEF ROAD
Owner Address 2:
Purchase Date: 06/04/1986
Parcel From: BRAMER, WALTER
Coordinating Tax:
Deed:
FAC: 7/9/84
Assessor/Valuation:
Tax Map Number:
Map Number:
Lot Number:
Local Lot:
Obligation:
Subdivision:
Block:
Remarks:

Said property located at 2857 Mercer University Drive, Macon, Bibb County, Georgia
was titled to as the property of Don Johnson, the defendant in fl. tv., and being
in possession of said defendant and was possessed by said defendant for levy. Written notice was given
the defendant in fl. tv.

This 5th day of April 2013,

[Signature]

[Title]

City of Macon
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,

Rev. 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.

Referral to the Committee on ________________

Date: ________________

REPORT

Rendered ________________

and ________________

VOTE

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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

S:\Law\RES MACON-BIBB2014 Georgia County Internship Program Grant - Public Defender.doc
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: SHELIA THURMOND, CLERK OF COMMISSION

(SEAL)
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 29, 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 a 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 workers' compensation and FICA.

b. Workers Compensation. The FOUNDATION shall reimburse the COUNTY for the cost to cover the intern under the COUNTY's workers' 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 herein, 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).

F. 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 a partner, 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:

[Signature]
Robert A. B. Reichert, Mayor

Printed Name

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

Attest: __________________________
Shelia Thurmond, County Clerk

(Seal)
Civic Affairs Foundation
an ACOG 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 is
not limited to social networking sites, brochures, publications, press releases,
videos, photographs and other forms of print and digital media.

______________________________
Signature of Intern

______________________________
Date
# Civil Affairs Foundation

an ACCG initiative

**Georgia County Internship Program**

**Intern Information Form**

### COUNTY INFORMATION

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<th>Name of Supervisor</th>
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### INTERNSHIP POSITION INFORMATION

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### SIGNATURES

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*Please include a copy of the Interns 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.*
Civic Affairs Foundation
an ACCG initiative

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 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.

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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an ACCG initiative

GCP 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.C.A. is calculated at a rate of .0785% 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.C.A. must be used for these purposes. Any wages paid at a rate higher than $10 per hour shall be paid by the county as well as the cost of F.I.C.A. 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@acgov.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 15th. 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 ACOG 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.

VOTE

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<tr>
<th>Yes</th>
<th>No</th>
<th>Abstain</th>
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Bechtel
Schlesinger
Lucas
Jones
Bivins
DeFore
Shepherd
Watkins
Tillman
Mayor
Reichert

Total:

REPORT

Rendered

and
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

SPONSOR: MAYOR ROBERT A.B. REICHERT

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.

[Signature]
ROBERT A.B. REICHERT, MAYOR

ATTEST: [Signature]
Clerk of the Commission
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,

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

[Signature]
Robert Morrison
First Vice President

[Signature]
J. Walter Goldsmith
Senior Vice President

Agreed and Accepted: Macon-Bibb County
By: [Signature] 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
tween 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 Commissioner's 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 pricing 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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<tr>
<th>Position</th>
<th>Hourly Rate</th>
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<tbody>
<tr>
<td>Senior Vice President</td>
<td>$295/Hour</td>
</tr>
<tr>
<td>First Vice President</td>
<td>$275/Hour</td>
</tr>
<tr>
<td>Vice President</td>
<td>$255/Hour</td>
</tr>
<tr>
<td>Associate</td>
<td>$220/Hour</td>
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</tbody>
</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 bona fide 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 notifying 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
SPONSOR: MAYOR ROBERT A.B. REICHERT

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.

S:\Law\MACON-BIBB RES\2014 Hunt School Village Senior Housng Project
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
March 18, 2014

Commissioner Al Tillman
Macon-Bibb County
700 Poplar Street
Macon, GA 31201

RB: Request for Consideration to Receive Redevelopment Plan and Leveraging Resource Points
Section & Project Number: GA060048622
Project Name: Macon Gardens Apartments, 3601 Mercer University Drive, Macon, GA 31204

Dear Commissioner Tillman:

The Benoit Group, LLC ("TBG"), hereby submits this request to Macon-Bibb County for
consideration of the above-referenced project to be included in the City of Macon’s 2011 Urban
Redevelopment Plan eligible to claim Redevelopment Plan Points and obtain Leveraging Resource Points
under the Georgia Department of Community Affairs 2014 Qualified Allocation Plan ("QAP").

According to the Federal Financial Institutions Examination Council (FFIEC), renter-occupied
units (1207) exceed the number of owner-occupied units (916), making Macon an area that is in dire need
of affordable rental units. The current dilapidated state of Macon Gardens makes the need for the
rehabilitation of Macon Gardens, as well as the preservation of affordable housing, extremely important
and a high priority in order to bring, and keep, the property in compliance with the HAP Contract.

The HAP Contract provides for housing assistance payments for contract units occupied by
eligible families leasing “decent, safe and sanitary units from the Owner in accordance with statutory
requirements, and with all HUD regulations and other requirements. If the Contract Administrator
determines that the Owner has failed to maintain one or more contract units in decent, safe and sanitary
condition, and has abated housing assistance payments to the Owner for such units, the Contract
Administrator may use amounts otherwise payable to the Owner pursuant to the Renewal Contract for
the purpose of relocating or rehousing assisted residents in other housing.” (Basic Renewal Contract, pp. 4-5.)

The goal of TBG is to submit the application for Macon Gardens with a total available score that
exceeds the past average scores. Without the Redevelopment Plan, HUD Priority and Leveraging
Resource Points, Macon Gardens could receive a total score of 50. Hence, Macon Gardens’ self-score of
50 can be increased to a score of 57 with the award of two (2) Redevelopment Plan Points, four (4) HUD
Priority Points and one (1) Leveraging Resources would place Macon Gardens in a position to receive the
award of the requested 9% tax credits. In turn, the residents at Macon Gardens would each receive a fully
renovated unit after the construction period. Currently, the proposed budgeted amount for the rehab
is $49,847 per unit or an estimated total cost of $6,579,818. Additionally, TBG would look to extend
the HAP contract annually over the next 20 years, thereby preserving the affordability component of the
development of which the residents at Macon Gardens have grown accustomed to despite their current
living conditions.
The proposed revitalization and rehabilitation construction will include the following:

- Energy Star Appliances
- Energy Star Lighting
- Low-flow shower heads and faucets
- Resilient wood plank flooring
- High efficient window
- Low VOC painting
- Wood Cabinets and countertops
- New 2 panel interior doors and hardware
- Metal exterior entry doors
- High efficient HVAC units
- Carbon Monoxide Detectors
- New roofing and insulation
- Security cameras
- Outdoor Gazebos
- Leasing/Community Center
- Exercise Room
- Computer Room for after school programs
- Upgraded landscaping
- Upgraded exterior lighting
- Brick repointing
- Siding replacement

Macon Gardens is severely deteriorated and it is the goal of TBG to keep Macon Gardens from losing its affordability. Since the project was built in 1981 the property has been minimally maintained and is now in dire need of a full renovation. The property is in a state of decline as a result of years of use and TBG intends to bring a great sense of pride and affordability to the community and, with the award of the additional points and an extensive rehabilitation project, will preserve, maintain, and sustain Macon Gardens.

ADOP TED REVITALIZATION PLANS

Macon Garden’s property line is adjacent and outside the current Urban Redevelopment Area located on page 56 of the City of Macon Urban Redevelopment Plan 2011 (See attached Map).

As per the guidelines of the QAP, the Georgia Department of Community Affairs ("DCA") will award two (2) Redevelopment Plan Points under the Community Redevelopment Plan that meet the following criteria; therefore an update plan which includes the Macon Gardens property by May 31, 2014 would allow our application to be more competitive.

DCA Scoring Criteria

Two (2) points will be awarded to Applications proposing to develop housing that is in a Qualified Census Tract and that contributes to a concerted community revitalization plan for a specific neighborhood.

1. Eligibility. In order to qualify for these points, the community revitalization plan must meet the following:
December 13, 2013
Page 3

a) Be officially adopted by a local government.
b) Must include public input and engagement.
c) Be current, ongoing, and directly affect the proposed site.
d) Clearly delineate a target area that includes the proposed site. (2014 Georgia DCA Qualified Allocation Plan - Scoring Page 12 of 30)
e) Call for the rehabilitation or production of affordable rental housing as a policy goal for the community.
f) Implementation measures along with specific time frames for the achievement of such policies and housing activities. The timeframes and implementation measures must be current and ongoing.
g) The proposed development project must support at least one of the goals of the redevelopment or revitalization plan;
h) An assessment of the existing physical structures and infrastructure of the community.
i) Discussion of resources that will be utilized to implement the plan.

2. Ineligibility. Applications are ineligible to receive points in this category if:

a) The plan was formulated by a Project Team member and submitted to a local government for approval.
b) The plan is a short-term work plan.
c) The plan is a comprehensive plan, consolidated plan, municipal zoning plan or land use plan.
d) The plan is outdated and does not reflect the current neighborhood conditions (Planes that are more than four years old will be presumed outdated unless documentation regarding the continued viability of the plan is submitted with the Application).

Documentation required:

- DCA Neighborhood Redevelopment Certification
- Evidence of adoption and reauthorizations demonstrating the plan is active
- Map of area targeted by plan identifying location of project
- Website address where information regarding the plan can be located
- Documentation evidencing that the proposed site is located in a QCT
- Details regarding community input and public hearings held prior to the adoption of the plan
- A copy of the full revitalization plan

LEVERAGING OF PUBLIC RESOURCES

Moreover, to obtain one (1) additional Point, Macon Gardens would request public funds from the City of Macon or government entity in the amount of approximately $550,000 to meet the required subsidy of 2% to 5% of the total development cost. To be eligible to claim one (1) Leveraging Resource point is based upon the following criteria:

DCA Scoring Criteria
December 13, 2013
Page 4

1. Maximum 7 Points. To be eligible for points under section A or B below, the following criteria must be met:
   a) Funding or assistance provided above must be binding and unconditional except as set forth in this section.
   b) Resources must be utilized if the project is selected for funding by DCA.
   c) Only loans that are for both construction and permanent financing phases will be considered for points in this section.
   d) Loans must be for a minimum period of ten years and reflect interest rates at or below AFR.
   e) Commitment or award documentation must meet the terms and conditions as applicable specified in Appendix I, Threshold Criteria, Section I. (1) (Permanent financing, limited partnership equity, deferred developer fee and other financing Commitment).

2. Qualifying Sources. New loans or new grants from the following sources that will provide new capital funding will qualify for points under this category:
   a) Community Development Block Grant (CDBG) program funds
   b) Federal Home Loan Bank Affordable Housing Program (AHP)
   c) HOME funds
   d) NSP funds
   e) Housing Opportunity Bonds
   f) HUD 202 or 811 program funds
   g) Historic tax credit proceeds
   h) Replacement Housing Factor Funds
   i) Government Grant funds or loans with interest rates below AFR

3. Point Scale. New loans and/or new grants will qualify for points according to the following scale:

   Flexible Pool
   Amount at least 15% of Total Development Cost (TDC) 4 Points
   Amount at least 10% but less than 15% of TDC 3 Points
   Amount at least 5% but less than 10% of TDC 2 Points
   Amount at least 2% but less than 5% of TDC 1 Point

   Documentation: * Commitment letter for each new loan and/or grant

   TBG is committed to preserving the affordable housing component for Macon Gardens by applying for 9% Low Income Housing Tax Credits. Obtaining the additional two (2) Redevelopment Points and one (1) Leveraging Resource point would not only assist TBG in receiving a higher ranking in the competitive scoring process by which DCA ranks the applications received, but it will also give greater leverage to TBG in its efforts at helping preserve affordable housing in the community. A major rehabilitation of Macon Gardens will also help meet the provisions of the HAP Contract.
March 18, 2014
Page 5

Enclosed for your review is supporting documentation for this request that consists of the following:

1. Georgia DCA 2014 QAP Appendix II Competitive Scoring Criteria, pp. 21-23;
2. Location Map (pinpointing vicinity of property to key locations).

Thank you for considering Macon Gardens to be included in the City of Macon's 2011 Redevelopment Plan and request to obtain public financing to obtain a total of three (3) points under the 2014 QAP scoring section. Please feel free to contact me should you need additional information regarding the proposed rehabilitation of Macon Gardens Apartments.

Sincerely,

THE BENOIT GROUP, LLC

Eddy Benoît, Jr.
President

EBjr/jd
Enclosures
3. **Two (2) points** will be awarded to projects in the Flexible Pool that are located in a census tract that meets the following demographics according to the most recent FFIEC Census Report (http://www.ffiec.gov/census/).
   a) Less than 15% below Poverty level (see Income)
   b) Designated Middle or Upper Income level (see Demographics)

**Documentation:**
- Each page of FFIEC census demonstrating project meets requirements.
- Map clearly showing the census tract of the proposed site.

**B. Rural Pool Stable Communities**

1. **Three (3) points** will be awarded to projects in the Rural Pool that are located in a census tract that meets the following demographics according to the most recent FFIEC Census Report (http://www.ffiec.gov/census/).
   a) Less than 15% below Poverty level (see Income)
   b) The Tract Median Family Income % is greater than 100% (see Demographics)

**OR**

2. **Two (2) points** will be awarded to projects in the Rural Pool that are located in a census tract that meets the following demographics according to the most recent FFIEC Census Report (http://www.ffiec.gov/census/).
   a) Less than 20% below Poverty level (see Income)
   b) The Tract Median Family Income % is greater than 100% (see Demographics)

**Documentation:**
- Each page of FFIEC census demonstrating project meets requirements.
- Map clearly showing the census tract of the proposed site.

**VIII. COMMUNITY REVITALIZATION PLANS**

**A. Adopted Revitalization Plans**

**3 Points**

**2 Points**

Two (2) points will be awarded to Applications proposing to develop housing that is in a Qualified Census Tract and that contributes to a concerted community revitalization plan for a specific neighborhood.

1. **Eligibility.** In order to qualify for these points, the community revitalization plan must meet the following:
   a) Be officially adopted by a Local Government
   b) Must include public input and engagement
   c) Be current, ongoing, and directly affect the proposed site.
   d) Clearly delineate a target area that includes the proposed site.

2014 Qualified Allocation Plan - Scoring
e) Call for the rehabilitation or production of affordable rental housing as a policy goal for the community
f) Implementation measures along with specific time frames for the achievement of such policies and housing activities. The timeframes and implementation measures must be current and ongoing;
g) The proposed development project must support at least one of the goals of the redevelopment or revitalization plan; and
h) An assessment of the existing physical structures and infrastructure of the community.
i) Discussion of resources that will be utilized to implement the plan.

2. Ineligibility. Applications are ineligible to receive points in this category if:
   a) The plan was formulated by a Project Team member and submitted to a local government for approval
   b) The plan is a short-term work plan
   c) The plan is a comprehensive plan, consolidated plan, municipal zoning plan or land use plan
   d) The plan is outdated and does not reflect the current neighborhood conditions (Plans that are more than four years old will be presumed outdated unless documentation regarding the continued viability of the plan is submitted with the Application).

Documentation
- DCA Neighborhood Redevelopment Certification
- Evidence of adoption and reauthorizations demonstrating the plan is active
- Map of area targeted by plan identifying location of project
- Website address where information regarding the plan can be located
- Documentation evidencing that the proposed site is located in a QCT
- Details regarding community input and public hearings held prior to the adoption of the plan
- A copy of the full revitalization plan

B. Designated Military Zones

One (1) point will be available for an Application proposing a site located within the census tract of a DCA-designated Military Zone (MZ).

Documentation
- Evidence that census tract is eligible for AND has received designation as a Military Zone.

OR
XIII. RURAL PRIORITY

Applications in the Rural Pool proposing new construction projects consisting of eighty (80) or fewer total units are eligible for three (3) points. Each Applicant will be limited to claiming Rural Priority points for one project in which they have a direct interest. Failure by the Applicant to designate these points to only one qualified project, or to incorrectly designate these points, will result in no points being awarded.

XIV. DCA COMMUNITY INITIATIVES

One (1) point will be awarded for projects that have a letter from an eligible DCA Georgia Initiative for Community Housing (GICH) community which clearly:

A. Identifies the project as located within their political jurisdiction,
B. Is indicative of the community’s affordable housing goals,
C. Identifies that the project meets one of the objectives of the Community, and
D. Is executed by the official representative of the Community.

Each community may issue only one (1) letter for one project in this year’s competitive round. If more than one letter is issued, no project in that community shall be awarded any points.

Documentation:
- Letter executed by Official Representative

For Scattered Site Projects, the above documentation is required from each local government for each non-contiguous site.

XV. LEVERAGING OF PUBLIC RESOURCES

To be eligible for points under section A or B below, the following criteria must be met:
1. Funding or assistance provided above must be binding and unconditional except as set forth in this section.
2. Resources must be utilized if the project is selected for funding by DCA.
3. Only loans that are for both construction and permanent financing phases will be considered for points in this section.
4. Loans must be for a minimum period of ten years and reflect interest rates at or below AFR.
5. Commitment or award documentation must meet the terms and conditions as applicable specified in Appendix I, Threshold Criteria, Section I. (I) (Permanent financing, limited partnership equity, deferred developer fee and other financing commitment).

A. Grants/Loans

2014 Qualified Allocation Plan - Scoring
1. **Qualifying Sources.** New loans or new grants from the following sources that will provide new capital funding will qualify for points under this category:

   a) Community Development Block Grant (CDBG) program funds
   b) Federal Home Loan Bank Affordable Housing Program (AHP)
   c) HOME funds
   d) NSP funds
   e) Beltline Grant
   f) Housing Opportunity Bonds
   g) HUD 202 or 811 program funds
   h) Historic tax credit proceeds
   i) Replacement Housing Factor Funds
   j) Government Grant funds or loans with interest rates below AFR

2. **Point Scale.** New loans and/or new grants will qualify for points according to the following scale:

<table>
<thead>
<tr>
<th>Flexible Pool</th>
<th>Amount at least 15% of Total Development Cost (TDC)</th>
<th>4 Points</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount at least 10% but less than 15% of TDC</td>
<td>3 Points</td>
</tr>
<tr>
<td></td>
<td>Amount at least 5% but less than 10% of TDC</td>
<td>2 Points</td>
</tr>
<tr>
<td></td>
<td>Amount at least 2% but less than 5% of TDC</td>
<td>1 Point</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rural Pool</th>
<th>Amount at least 10% of Total Development Cost (TDC)</th>
<th>4 Points</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount at least 5% but less than 10% of TDC</td>
<td>2 Points</td>
</tr>
<tr>
<td></td>
<td>Amount at least 2% but less than 5% of TDC</td>
<td>1 Point</td>
</tr>
</tbody>
</table>

**Documentation:**
- Commitment letter for such new loan and/or grant

B. **Local Government/Nonprofit Contribution**

One (1) point will be awarded for projects receiving a long-term ground lease (no less than 45-year) from a local public housing authority or government entity for nominal consideration and no other land costs

**Documentation:**
- A copy of the ground-lease agreement

C. **Off Site Improvement, Amenity and Facility Investment**

An Applicant may earn points if an unrelated third party (foundation, trust, and/or government) investment of resources is provided that will result in off-site infrastructure improvements adjacent to the project site, and/or the development of parks, green space and shared amenities, recreational facilities and improvements adjacent to the

2014 Qualified Allocation Plan - Scoring
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 I 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 filed 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.

LEO Agreement
July 1, 2014
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. 1 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]
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 1985 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[n] . . . 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, ¶ 1 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
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: SHELLA 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
GBC's specific description of the proposed Site exploration and associated services.) GBC 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, GBC 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, GBC and I stand ready to answer those questions and to meet with the Commission should you so desire.

Sincerely,

Andrew J. (Andy) Welch, III

[Signature]

AJWIII:ap
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 Submittal  
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 Welch 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 compiles 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 and approved CSR. The report will also include:

- Soil boring locations, sample locations/deptis, 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,</td>
<td>4 weeks after Notice to Proceed.</td>
</tr>
<tr>
<td>Report Preparation</td>
<td></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</td>
<td>3 Weeks after Receipt of Comments</td>
</tr>
<tr>
<td>by Attorney/Macon-Bibb</td>
<td></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 ¼ 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.

Thomas E. Driver, P.E.
President

TED/tg

Attachments: Proposal Acceptance Form
Terms and Conditions
PROFESSIONAL SERVICES AGREEMENT

Proposal No. MG-14-6366 Macon 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.

GEC
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 competent consultants engaged 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 any and all possessors of the project site that GEC 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 related to the possible presence of such materials. Hazardous materials may exist at a CLIENT 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 this AGREEMENT.

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.

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 reserves the right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT and specifications.

GEC has no right to reject or stop work of any agent of the CLIENT. Furthermore, GEC's presence 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 items, 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 be submitted monthly for services and reimbursable expenses, and shall not be exceeded without approval of the CLIENT. Invoices shall be submitted monthly for services and reimbursable expenses and shall be reviewed by the CLIENT. Invoices shall be considered PAID due if not paid within twenty (20) days after the invoice date and GEC may, without waiving any claim or right against CLIENT, terminate the performance of the services. A service charge will be charged at 1.5% (or the then applicable legal rate per month on the unpaid balance). GEC reserves the right to retain any or all portions of any sums due, to the extent of any costs incurred in collecting past due amounts, which may not exceed the amount of the invoice. Invoices will be paid within fourteen (14) calendar days of the invoice date. GEC reserves the right to retain any or all portions of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice, but if the parties fail to agree, GEC reserves the right to retain any or all portions of the invoice not in dispute. The invoices shall be deemed correct and the balance as stated will be paid within ninety (90) 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 risk, 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-contractors to the extent of their invoices for services rendered on this project. It is intended that these limits apply to any and all liability or cause of action or suit, either in contract, tort 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 intend 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: Contractor 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 laws; (ii) Comprehensive Automobile Liability Insurance with limits of $1,000,000.00; Liability Insurance with limits of $1,000,000.00; Employer's Liability with limits of $1,000,000.00; (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

1 of 2
TERMINATION OF SERVICES: This Agreement may be terminated upon ten (10) days written notice by either party if the other party fails to perform its obligations hereunder. In the event of termination, the CLIENT shall pay for all services and reimbursable expenses rendered to the date of termination.

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

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 placed 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 subsequently waiving 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 expungement 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 provisions (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 together shall constitute the same instrument.
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>
<td>$300 per hour</td>
</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”. Excavation, 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) Brownfields 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 VPR; 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

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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 Marshall 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 Marshall Stenson, Jr., constitute exceptional circumstances that justify waiving the procedural requirements of the Policy and renaming Haywood Road to Marshall Stenson, Jr. Drive, in honor of Reverend Doctor Marshall 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

(SRAL)
January 11, 2014

Commissioner Elaine Lucas
841 Forsyth Street
Macon, GA 31201

Dear Commissioner Lucas,

This letter comes seeking your assistance and advice. The members of St. Luke Baptist Church have voted unanimously in favor of petitioning the Macon-Bibb County Commissioners to rename Haywood Road to Marshall Stenson, Jr. Drive in honor of our deceased pastor.

I have been asked to steer head this effort. Please contact me at 478-743-1688 and my address is 3171 Stratford Drive Macon, GA 31211. Any and all assistance and advice you can give will be appreciated by both the St. Luke Baptist Church family and the Stenson family.

Thanks in advance,

Deacon Hamp Swain, Chairperson
Committee for Haywood Road Name Change
St. Luke Baptist Church

Deacon Willie Hill, Jr.
Chairman, Board of Deacons
St. Luke Baptist Church
This document shows that I am a property owner/resident of Haywood Road, Macon, Bibb County, Georgia. My signature certifies that I do not oppose the renaming of Haywood Road to Marshall Stenson Jr. Drive in honor of the Rev. Marshall Stenson, Jr., deceased pastor of the St. Luke Baptist Church for his 44 years of service to the church, the community, the city, the state and our nation.

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<th>Name</th>
<th>Address</th>
<th>Phone</th>
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<tbody>
<tr>
<td>Alfred Lewis</td>
<td>1005 Haywood Rd</td>
<td>478-245-3107</td>
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<tr>
<td>Debra Anderson</td>
<td>1027 Haywood Rd</td>
<td></td>
</tr>
<tr>
<td>Misc.</td>
<td>1037 Haywood Rd</td>
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<tr>
<td>Kelvin Copeland</td>
<td>1049 Haywood Rd</td>
<td>478-356-4278</td>
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<tr>
<td>Terry Daniel</td>
<td>1057 Haywood Rd</td>
<td>478-461-2181</td>
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<tr>
<td>Madeline Wells</td>
<td>1065 Haywood Rd</td>
<td>478-821-7620</td>
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<tr>
<td>Weidman</td>
<td>1073 Haywood Rd</td>
<td>478-250-2953</td>
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<tr>
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<td>1123 Haywood Rd</td>
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<td>Misc.</td>
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Note: The last two entries are marked as "Vacant."

NAME
478-746-8065
ADDRESS 167 Haywood Rd
PHONE

NAME
475-1713
ADDRESS 189 Haywood Rd
PHONE

NAME
478-742-8817
ADDRESS 193 Haywood Rd
PHONE

NAME
478-395-7125
ADDRESS 183 Haywood Rd
PHONE

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PHONE

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</tr>
<tr>
<td>Helen Flagg</td>
<td>1028 Haywood Rd</td>
<td>7193295</td>
</tr>
<tr>
<td>Vena Steward</td>
<td>1052 Haywood Rd</td>
<td></td>
</tr>
<tr>
<td>Oppress</td>
<td>1104 Haywood Rd</td>
<td></td>
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<tr>
<td>Vena Steward</td>
<td>1159 Haywood Rd</td>
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NAME________________________ ADDRESS 104 Haywood Rd. PHONE________________________

NAME________________________ ADDRESS 1028 Haywood Rd. PHONE________________________

NAME________________________ ADDRESS 1052 Haywood Rd. PHONE________________________

NAME: Ziang Yoh ADDRESS: 1062 Haywood X1 PHONE: 478-737-1436

NAME: Vacant ADDRESS: 1070 Haywood Rd. PHONE:________________________

NAME: Vacant ADDRESS: 104 Haywood Rd. PHONE: As Previous Note

NAME: Vacant ADDRESS: 11 PHONE:________________________

NAME: Vacant ADDRESS: 1128 PHONE:________________________

NAME: Vacant ADDRESS: 1126 PHONE:________________________
Dear Attorney Jones,

This letter is written in response to your inquiry concerning the wishes of the family of Rev. Marshall Stenson Jr. In regard to the proposal that Haywood Road be renamed in his honor. On behalf of the family, I am authorized to advise that we are deeply appreciative and fully supportive of your efforts and the efforts of others to bestow this recognition upon him posthumously.

He was a loving and dedicated husband, a great father and grandfather and a trusted friend to so many. He was the venerable pastor of St. Luke Baptist Church of over 44 years, from up until he drew his last breath on December 19, 2013. There was also no one more committed to the overall growth and development of the Macon community than he, having dedicated thousands of hours to community service efforts, issues of equality and efforts to improve the quality of life for the less fortunate.

Certainly if renaming a road takes in to consideration a person's dedication to the surrounding community and his frequency of traverse, no one is more deserving of this recognition than Rev. Marshall Stenson, Jr. If he was not at home, the second place one would look to locate him was at St. Luke Baptist Church 1180 Haywood Road. He was committed to the improvement of the community surrounding his church. He insisted that all of the church's activities be open to the surrounding community. For example, he made provisions at the church for free lunch when school was out of session for those children in the surrounding community who would otherwise not have anything to eat. He insisted that the church open its Vacation Bible School at no cost to the same area kids. He also supported the youth ministry's efforts to make school supplies available to the community
and to have a safe alternative to traditional Halloween festivities in the way of a fall festival on the church grounds. Before his health began to decline, he had envisioned the development of a senior living and educational and recreational center be built in the heart of that community, spending countless hours and much of his own salary toward building a fund to acquire land and develop plans to make that a reality. He strongly believed that to build a church you build the surrounding community.

Despite his large stature and commanding presence, he was both humble and approachable, always willing to listen and to lend a hand to those in need. In his way of thinking, the works of a man were his legacy. As one of his favorite spirituals encapsulates, Rev. Stenson would say,

May the works I've done speak for me.
May the works I've done speak for me.
When I'm resting in my grave,
There's nothing more to be said;
May the works I've done
Speak for me.

Thus, we are certain that he would have eschewed all of the aggrandizement that such a decree as is being proposed denotes. However, we believe this grand gesture is both befitting and appropriate for such a man as Rev. Stenson represented in this community.

Thank you again for your strong support of this endeavor. Enclosed is additional biographical data that may be of assistance to you. I am available, of course, should you require anything further.

Yours in Christ

Dr. Mary Stenson

Rev. Dr. Marshall Stenson, Jr.
BIOGRAPHICAL DATA

Rev. Dr. Marshell Stenson
8925 Thomaston Road
Macon, Ga. 31220
478-935-8676

Native of LaGrange, Georgia

PERSONAL BIOGRAPHY

Married to Dr. Mary Banks Stenson. Family also includes sons, Timothy (deceased), Marshall and his wife, Linda, their 3 children, Christopher, Marshall, and Terrence; Joel and his wife, Kartika, and their daughters, Lauren Elizabeth and Jordan Marie; daughter Mary and her husband, Lansing, and their children Tyler, Jessica Frances, Sarah Jordan and Charles Timothy.

EDUCATION

- Public Schools of Troup County
- B. A. degree - Clark College - Atlanta, Georgia
- Bachelor of Divinity Degree - Morehouse School of Religion
- Master of Divinity Degree - Interdenominational Theological Center - Atlanta, Georgia
- Doctor of Divinity - Carver Bible College-Atlanta, Georgia

CERTIFICATES

- Counseling Certificate - Georgian Clinic
- Mental Health Division, Alcoholic Rehabilitation Services
- Georgian Clinics
- Marriage Counseling

CHAPLAINCY CERTIFICATE

- Grady Memorial Hospital - Atlanta, Georgia (First Black Chaplain)

RELIGIOUS

- Baptized, licensed, and ordained into the Gospel Ministry at Mt. Zion Baptist Church - LaGrange, Georgia

WORK HISTORY

- Interim Pastor - Providence Baptist Church - Atlanta, Georgia
- 1962-1965 - Pastor, Mt. Vernon Baptist Church, Newman, Georgia
- 1965-1969 - Pastor, First Baptist Church, Macon, Georgia
- 1964-1973 - Director of Christian Education of General Missionary Baptist Convention of Georgia
- 1967-1979 - Counselor at Alcoholic Rehabilitation Clinic, Macon, Georgia (Initial Organizer of Clinic)
- 1969-2013 - Pastor - St. Luke Baptist Church, Macon, Georgia
- 1969- 2004 - President of Bryant’s Theological Seminary
- Fitzgerald, Georgia
- 2004-2013 - President Emeritus Bryant’s Theological Seminary

MEMBERSHIP
- Baptist Ministers Union of Macon & Vicinity
- Moderator Middle Georgia Orthodox Association
- 2004-2013 Moderator Emeritus- Middle Georgia Orthodox Association
- NAACP
- 32nd Degree Mason
- Vice Chairman, Citizens Advisory Committee, Medical Center of Central Georgia
- 6th District - General Missionary Baptist Convention - State of Georgia
- General Missionary Baptist Convention - State of Georgia
- National Baptist Convention, USA, Inc.

SPECIAL AWARDS
- Plaque - Outstanding Christian Service - rendered to the Sixth District of General Missionary Baptist Convention of Georgia, Inc. April 23, 1988
- Charles Emerson Boddie Merit Award - for excellence in Christian Education by the American Baptist Theology Seminary of Nashville, Tenn. - May, 1989
- Plaque - Commitment of Service to General Missionary Baptist Convention State of Georgia, Inc. Serving 20 years as President of Bryant’s Theological Seminary. - July, 1989
- Marshall Stenson Hall- 33 room dormitory with twin beds and
  bath named in his honor on the campus of Bryant's Theological
  Seminary in Fitzgerald, Georgia

-National Baptist Convention Honoree for 50 years of preaching as
  pastor

- 1st Annual Martin Luther King Jr. Drum Major for Justice Award
  April 4, 2012

Rev. Stenson has been involved in the Civil Rights Movement
since its inception. He began participating as a young
College Student at Clark College. This work continued in
Newnan, Georgia where he notified Federal Officials of
inequities at the local Hospital. He hosted many of Dr. King's
marches and rallies here in Macon. He participated in the
poor peoples' march in Washington. He has been arrested for
his stand on equality for all citizens. Many of these called for
threats on his life. He was the leader in tacking demands on
the Bibb County Board of Education Door calling for equality.
Every year here in Macon, he participates in Emancipation
Proclamation and Martin Luther King Marches. He believes that
until every man is free, none of us is free.
GEORGIA CRIMINAL HISTORY NAME AND IDENTIFIER SEARCH

REQUESTED BY:
DATE: 20140501  PUR: E  ATTN: WEBB/JP
ARN: CITY ATTY
RESPONSE DATE: 20140501

QUERY REQUESTED ON:
NAME: STENSON, MARSHALL JR
DOB: 19360503
SEX: M
RAC/B
SOC/

NO RECORD FOUND

END OF RECORD
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
GEORGIA, MACON-BIBB COUNTY

To the Macon-Bibb County Commission:

THE 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 Warrant, unto Macon-Bibb County, the following, to wit:

The undersigned petitioners respectfully request 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 thence in a easterly direction, along or through the lands of Oak Creek Subdivision

a distance of approximately 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 in the right-of-way for said road as far as his land is included in said right-of-way. The right-of-way aforesaid has been surveyed and plat of said 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, 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 said 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 retains said convey in any claim of damage arising out of construction of said roads, or fills and embankments, drains or culverts or bridges, or amount 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, but 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 be duly by virtue of these presents.

NAME AND COMPANY (printed or typed)
Thomas A. Ward
McKinney-Ward Properties, LLC

SIGNATURE

Thomas A. Ward, Manager

REMARKS
This the 28th day of , 2014

Notary Public
My Commission expires 09-01-2019

EXHIBIT A

Note to Superior Court Clerk's Office:
Please return recorded petition along with service to Macon-Bibb County Engineering Dept. via interoffice mail (S. Sweeney ext. 6286)
RETURN COMPLETED FORM TO:
MACON-BIBB COUNTY ENGINEERING DEPARTMENT
780 THIRD STREET
MACON, GA 31201-3282
478-521-6660

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 _____, 20 ____ 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 describable 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 declare for road purposes the right-of-way for said road in as 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 the land between parallel lines, each equal distant from the center of said highway as laid out, and 27.5 feet, thence, 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 county from any claim of damage arising on account of construction of said roads, or E&I and enhancements, 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 hereindescribed 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 Grantor's free consent, and the Grantor binds his heirs, executors and administrators forever to be by virtue of these presents.

NAME AND COMPANY: (printed or typed)
Thomas A. Ward
Mckinney-Ward Properties, LLC

This the 88th day of April, 2014
Signed and sealed and delivered by the undersigned in the presence of

Witneses

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. 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 Comission:

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 request 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 thence 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 said 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 plotted 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 of this contract, immediately become vested with the title to all the land between parallel lines, each equidistant from the center of each highway as laid out, and 22.5 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 all necessary drainage in the construction and maintenance of said road constructed over the said right-of-way, and all easements, indemniies, covenants or covenants or covenants, 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: (print or typed)
Thomas A. Ward
McKinney-Ward Properties, LLC

SIGNATURE: ________________________________
Thomas A. Ward, Manager

This the ______ day of __________________, 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. Sawyer ext. 634)

F:\Amy\J\2014 Revised Engineering Road Registration Form.doc
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 by 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:

SHELIA THURMOND, CLERK OF COMMISSION
CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO AP014-9019-33(021)

FID - T005035

BIBB COUNTY

**LIMITED PARTICIPATION**

STATE OF GEORGIA

**DO NOT UNSTAPLE THIS BOOKLET...
ENTER ALL REQUIRED INFORMATION
EITHER BY HAND OR STAMP.**

FULTON COUNTY

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 hereto 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 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 EIGHTY-SIX THOUSAND SIX HUNDRED SEVENTY-TWO and 00/100 Dollars ($286,672.00) 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 ($217,903.00). 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-ONE 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 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 withhold 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 wherein 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 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 use 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 #
# Macon Downtown Airport
Macon, GA

## SUMMARY OF CONSTRUCTION ITEMS

### EXHIBIT A

**GDOT PROJECT NUMBER:** AP014-9019-33(021) BIBB

**PID - T005035**

<table>
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<th>UNIT PRICE</th>
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**Total FY 11A Funds**

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**Total Project Cost**

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**TOTAL MAXIMUM OBLIGATION OF STATE AND FEDERAL FUNDS THIS CONTRACT**

<table>
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CFOA: 20.106
DUNS: 078244814

EXHIBIT 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/AP014-9012-33(021) Bitth

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

Please
Affix
SEAL
Department of Transportation  
State of Georgia  
April 9, 2014  

SPECIAL PROVISIONS  

AIRPORT PROJECT NO. T005305/AP014-9019-33(021) BIRR  
DISPLACE RUNWAY 10/28 THRESHOLD AT THE MACON DOWNTOWN AIRPORT IN MACON, GA  

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<td>Legal Regulations and Responsibility to the Public</td>
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<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>
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</table>
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION
(For State Aid Contracts Only)

Section 107—Legal Regulations and Responsibility to the Public

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, glareed 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.
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 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 plans.
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.
Routing/File Form

Document Type: □ Contract □ Deed □ Ordinance X Resolution □ Grant □ Other
(Choose only one of the above document types)

PURPOSE: To authorize the Mayor to execute an agreement with the Georgia Power Company to provide electric service for the Thomas Jackson Juvenile Justice Center, located at 560 Oglethorpe Street, Macon, Georgia 31201, as an addition to the electric grid currently supplying the Bibb County Jail, in substantially the same form as attached as Exhibit "A", and for other purposes.

Annual Cost: ~ $351,042 (includes electric services for the Bibb County Jail and the Thomas Jackson Juvenile Center)

Total Contract Amount: ~ $1,755,210 (electric services for the Bibb County Jail and the Thomas Jackson Juvenile Justice Center for five (5) years)

Administering Department or Officer: Mayor's Office / Robert A.B. Reichert

Contractor(s): The Georgia Power Company

Contract Start Date: Contract End Date:

Funding Source(s):

Automatic Renewals: YES NO

Number of Renewals:

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<thead>
<tr>
<th>Ordinance/Resolution</th>
<th>Contracts/Other</th>
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<td>Mayor</td>
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<tr>
<td>Clerk of Commission</td>
<td>_____</td>
</tr>
<tr>
<td>Grants Director</td>
<td>_____</td>
</tr>
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</table>

Commission Approval (if applicable) / /

Additional comments, instructions, etc.:

ALL FULLY-EXECUTED CONTRACTS ARE TO BE PLACED ON FILE IN THE CLERK OF COMMISSION'S OFFICE AS SOON AS POSSIBLE AFTER EXECUTION.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GEORGIA POWER COMPANY TO PROVIDE ELECTRIC SERVICE FOR THE THOMAS JACKSON JUVENILE JUSTICE CENTER, LOCATED AT 560 OGLETHORPE STREET, MACON, GEORGIA 31201, AS AN ADDITION TO THE ELECTRIC GRID CURRENTLY SUPPLYING THE BIBB COUNTY JAIL, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT “A”; AND FOR OTHER PURPOSES.

WHEREAS, the Thomas Jackson Juvenile Justice Center construction is nearing completion and utility services will be needed to operate the building; and

WHEREAS, the Georgia Power Company currently supplies the electric needs of the Bibb County Jail; and

WHEREAS, a proposed agreement from the Georgia Power Company has been received that will include the electric needs of the Thomas Jackson Juvenile Justice Center as an addition to the electric grid currently supplying the Bibb County Jail; and

WHEREAS, the Georgia Power Company has presented four (4) options to the County, with the County electing to proceed with Option “A” (included on page one (1) of Exhibit “A”), which will require no upfront capital and allow the billing for each facility to be calculated individually and billed separately; and

WHEREAS, the projected cost of the electric needs for the Thomas Jackson Juvenile Justice Center are approximated at $47,308.00 annually, and the projected cost of the electric needs for the Bibb County Jail are approximated at $303,743.00, for an approximated total of $351,042.00 annually; 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 the Georgia Power Company to provide electric service for the Thomas Jackson Juvenile Justice Center, located at 560 Oglethorpe Street, Macon, Georgia 31201, as an addition to the electric grid currently supplying the Bibb County Jail, in substantially the same form as attached as Exhibit “A”.

SO RESOLVED this ___ day of ______________, 2014.
By: ROBERT A.B. REICHERT, Mayor

Attest: SHELIA THURMOND, Clerk of Commission

(SEAL)
Bibb County Juvenile Justice Center
Oglethorpe St, Macon
Real Time Pricing totalization with Bibb Co Jail

Option 1 - Individual billing no up front capital
Option 2 - JCC RTP/No up front -$26,559 capital
Option 3 JCC RTP/No up front capital with 5 yr monthly -$605 EFC
Option 4 - JCC 25% CBL no up front capital

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<th>Month</th>
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<th>Option 3 Up front EFC $28,556.66</th>
<th>Option 4 No up front 25% CBL JCC</th>
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<td>$21,318</td>
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</table>

Annual costs:
- Option 1: $35,042
- Option 2: $32,856
- Option 3: $32,856
- Option 4: $32,856

Annual billing savings:
- Option 1: $30,452
- Option 2: $30,452
- Option 3: $30,452
- Option 4: $30,452

Includes $50/month phone line

5/12/2014

Rate projections Bibb County Jail totalization 08 08 15_1
CONTRACT FOR ELECTRIC SERVICE

THIS CONTRACT for electric service is entered into this 8 day of May, 2014, ("Effective Date") between Georgia Power Company ("Company") and Macon Bibb County ("Customer").

IN CONSIDERATION of the mutual agreements hereinafter contained, IT IS AGREED:

1. **Scope.** Company will supply electric service to Customer, and Customer will purchase, receive and pay Company for such service in accordance with this Contract.

2. **Rules, Regulations and Rules.** Georgia state law and the rules, regulations and applicable rate schedules of Company as may be filed with and regulated by the Georgia Public Service Commission govern this service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this contract as provided by law. Copies of current rules, regulations and applicable rate schedules are available from Company upon request and may be attached to this Contract.

3. **Term.** The term of this Contract shall be 5 (Five) year(s) from the commencement of electric service under this Contract. The Contract shall continue in effect thereafter until terminated by either party providing written notice to the other in accordance with the rules, regulations and applicable rate schedules.

4. **Service.** The characteristics of the service to be furnished under this Contract are as follows:

   a. Promise location: 580 Oglethorpe St, Macon (Juvenile Justice Center)
   b. Frequency: Approximately sixty (60) hertz
   c. Voltage and Phase: 120/208 - 3 phase
   d. Delivery Point: N/A
   e. Rate Schedule(s): RTP/DA P/L-C (for RTP Attach Terms and Conditions and CBL Agreement)
   f. Service level: □ Transmission □ Primary □ Secondary □ TOU-FCR
   g. Rate Rider(s): OP
   h. Commencement of electric service not later than: November 2013
   i. Contract Capacity: 
   j. Minimum billing demand: 603

5. **Additional Provisions.** Additional terms and conditions relating to the provision of service to the premises identified in paragraph 4 herein may be attached hereto. Such attached terms and conditions shall be controlling over any conflicting terms set forth herein. The following such terms and conditions are attached hereto and incorporated by reference:

   - Build-Up Terms and Conditions (in excess of a two month build-up period. The term designated on this contract shall be extended by the build-up period.)
   - Interruptible Service Terms and Conditions
   - Demand Plus Energy Credit Terms and Conditions
   - Meter-Totalization Terms and Conditions
   - Multiple Load Management Terms and Conditions
   - Modernization Rider Terms and Conditions
   - CBL Agreement and Real Time Pricing Terms and Conditions (RTP-DA and RTP-HA)
6. **Payment.** During the term of this Contract, Customer will pay monthly charges calculated in accordance with the applicable rules, regulations and rate schedules.

7. **Equipment.** Customer, at its expense, shall maintain and operate its equipment so that it does not cause unacceptable voltage fluctuations, unacceptable harmonic current usage, overload, or other disturbances on Company's electrical and communications systems, or affect the safe, economical and reliable operation of Company's electric system. Customer, at its expense, shall immediately correct any such unacceptable use of electric power, including the provision of suitable apparatus to prevent or cure such effects where necessary. The specifications of unacceptable voltage fluctuations and unacceptable harmonic current usage are outlined in the current copies of the Southern Company Voltage Flicker Policy and the Southern Company Harmonics Policy which are available upon request.

8. **Limitation of Liability.** Company does not guarantee that service will be free from, and Company shall not be liable for, interruptions, surges, voltage fluctuations or disturbances. Company shall have no liability for any loss or damage from any loss of service, or delay in providing service.

9. **Assignment of Contract.** Customer may not assign this Contract without written consent of Company. Such consent shall not be unreasonably withheld.

10. **Remedies.** In the event of default by either party, the non-defaulting party may pursue any and all judicial and administrative remedies and relief available.

11. **Non-waiver.** The parties agree that this Contract does not preclude the Company from collecting any additional costs as directed or authorized by a legislative body, administrative body, or court having jurisdiction over such issues.

12. **Miscellaneous.** A waiver of one or more defaults by either party shall not be deemed a waiver of any other or subsequent default by such party. This Contract, upon becoming effective, shall cancel and supersede any previously existing agreement covering supply by Company to Customer of electric energy to the premise identified in this contract. This document, those documents incorporated by reference and any attachments constitute the entire agreement between the parties. No modification of this Contract, except as provided in paragraph 2 above, shall be binding unless it is in writing and accepted by Customer and Company. This Contract shall be governed by the laws of the State of Georgia.

13. **Prior Agreements.** This Contract for Electric Service, upon becoming effective, shall cancel and supersede any previously existing Contracts for Electric Service or other agreement covering service to this premise.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives, as of the Effective Date hereof.

Macon Bibb County

**GEORGIA POWER COMPANY**

Signature: ____________________________

Print Name: __________________________

Title: ________________________________

Date: ________________________________

Signature: ____________________________

Title: ________________________________
INITIAL CUSTOMER BASELINE LOAD (CBL) AGREEMENT
For Existing Accounts RTP-DA

The customer, Macon Bibb County, Account Number: 88381-72018, has agreed that the following information will constitute the basis for their CBL:

CBL Rate: FJ CBL Rider: OP FGR Level: Primary
CBL Type: 9790 * Minimum Billing Demand 508 Contract Capacity of

<table>
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<th>Total/CBL Peak KW**</th>
<th>Total/CBL KWh**</th>
<th>CBL Billing Demand** (On-Peak/Even for TOU)</th>
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* 2 Point CBL Not Available to School or TOU Type Rates
**Data is based on Calendar Month 12 hour data and may differ from billing data due to the type CBL selected by the customer, the billing cycle and from mapping the CBL into future years for billing.

CBL Information:
The Customer shall pay an Administrative Charge of $175.00 per month.

Final CBL is 100.00% of the historical load shape and is based upon (If less than 100%, include explanation in Special Terms/Conditions):
- □ Actual Interval/Billing Data from calendar year 2013 which was developed from:
  □ Template
  □ Manual Data
Other Items Included in the final CBL for the following (Include information in Special Terms/Conditions):
- □ EPC Annual Amount Permanently Added to the CBL (PRICEM Required)
- □ Increase CBL to meet Financial Requirements or at Customer Request

Special Terms/Conditions (see also Real Time Pricing Terms and Conditions):
- New RTP account (existing customer), Juvenile Justice Center expansion added at 100% RTP-DA with 80% GAC and ongoing maintenance

Georgia Power Company Client Manager: Denise Martin

Customer Location: 688 Oglethorpe Street, Macon, GA 31201

Signature:

Title:

Date:

[Signature]

Initial Customer Baseline Load (CBL) Agreement and
Real Time Pricing Terms and Conditions
REAL TIME PRICING TERMS AND CONDITIONS

1. Customer Baseline Load. The Company and the Customer have mutually agreed to an initial Customer Baseline Load ("CBL") for the stated premise location — see Initial Customer Baseline Load (CBL) Agreement. The Customer agrees to provide, on an annual basis, pertinent operating information (including holidays and plant shutdowns) as necessary or desirable to formulate subsequent CBLs for such premises. CBL revisions based on load removal will be allowed after a customer is billed on RTP for one year.

2. Corrective Load Modifications. Georgia Power reserves the right to make minor load modifications for the purpose of establishing the appropriate load shape for the customer.

3. Confidentiality of Information. The Customer will use its best efforts to protect hourly price as proprietary information, and neither the Customer nor its employees, agents or independent contractors will copy, transfer in any way, communicate, disclose, or disseminate proprietary price information contained therein to any third party.

4. Customer Demonstration. Customer may be required to demonstrate the ability to respond to high RTP prices by curtailing load down to the "Approximate CBL Demonstration kW level" for two specified hours. Customer will be given four attempts to achieve such demonstration.

5. Effective Date. Georgia Power will exercise its best efforts, but cannot guarantee, that billing under the RTP tariff will begin on the desired month specified by the Customer. The provisions of these Real Time Pricing Terms and Conditions shall become effective from the first billing date under the RTP tariff. These Real Time Pricing Terms and Conditions shall terminate automatically upon the withdrawal, expiration or other termination of the RTP tariff.

6. Rate Terms. After the Customer has taken RTP service for a period of one year, the Customer may request and obtain a change in the rate provided that such premise location will continue taking electric service from Company for a total of five years from the Initial billing date under this Contract. The Customer’s contracted CBL level is supported by the revenues generated from a combination of embedded load on the specific standard bill tariff previously identified and the remaining load at the specific RTP tariff. If the rate changes, the base tariff associated with the standard bill portion that collects lower embedded revenues, or a change to the RTP tariff, a new profitability analysis will be required. Based on the results of the new analysis, a contribution may be required by the Customer or the CBL level may be increased. Contracts will renew annually after expiration of the Initial rate term. The Company may remove the Customer’s premises from the RTP tariff if the Customer ceases to qualify for the rate or in the event of an uncured material breach of these Real Time Pricing Terms and Conditions.

7. Rules, Regulations and Rates. Georgia state law and the rules, regulations and applicable rate schedules of Company as may be filed with and regulated by the Georgia Public Service Commission govern this service and are incorporated herein by reference. Such laws, rules, regulations and applicable rate schedules are subject to change during the term of this Contract as provided by law. Copies of current rules, regulations and applicable rate schedules are available from Company upon request and may be attached to this Contract.

8. Assignment of Contract. Customer may not assign this Contract without the written consent of Company. Such consent shall not be unreasonably withheld.

Customer Initials: __________

Note: "Minimum Billing Demand" is the lowest kW from CBL Billing Demand column
"Contract Capacity" is the transformer sizing for the service point
Initial Customer Baseline Load (CBL) Agreement and
Real Time Pricing Terms and Conditions

GEORGIA POWER
A Customer-Focused Energy Company
EXCESS FACILITIES CHARGE AGREEMENT
STANDARD OFFER

This Excess Facilities Charge Standard Agreement ("Agreement") is entered into this 8 day of May, 2014 (the "Effective Date") between Georgia Power Company ("Company") and Macon Bibb County ("Customer").

The Customer has requested that the Company install the excess facilities described below (the "Excess Facilities") on the Customer's premises described below (the Premises). The Excess Facilities shall augment the Company's standard system on the Premises. Subject to the terms and conditions contained herein, the Company agrees to install its Excess Facilities on the Premises.

Description of Excess Facilities:

Remove OH bank and install 3 phase UD reiser to pad mounted transformer, re-route of secondaries to serve the Juvenile Justice Center @ 560 Oglethorpe St on RTP DA, PLL and remotely totalize the existing Jail Addition (account # 83855-72015).

Location of Premises:

560 Oglethorpe St and 666 Oglethorpe St (Jail Addition)

1. To compensate the Company for the cost of installing its capital Excess Facilities on the Premises, the Customer shall pay Excess Facilities Installation Charges to the Company in the amount of:

☐ (i) a one time Excess Facilities Installation Charge of $ 0.00
☒ (ii) monthly installments each in the amount of $ 904.70, for a fixed period of 60 months

All such payments shall include additional amounts as may be necessary to pay any applicable taxes. As security for the monthly installments of the Excess Facilities Charge, the Customer shall deliver to the Company a security deposit of $ 0.00 (not to exceed the sum of three monthly installments).

2. To compensate the Company for the allocated cost of operating and maintaining its Excess Facilities at the Premises, the Customer shall pay Excess Facilities Ongoing Charges to the Company in the amount of:

☐ (i) a one time prepaid Excess Facilities Charge of $ 0.00
☒ (ii) monthly installments, each in the amount of $244.38, for an initial period of twelve (12) months

All such payments shall include additional amounts as may be necessary to pay any applicable taxes. If all or any portion of the Excess Facilities Ongoing Charge is to be paid monthly, the Customer's obligations to make such payments shall automatically renew from year to year for successive twelve (12) month periods, until thirty (30) days after written notice from either party given in its intent to terminate this Agreement. As security for the monthly installments of the Excess Facilities Ongoing Charge, the Customer shall deliver to the Company a security deposit of $ 0.00 (not to exceed the sum of three monthly installments).


The Customer shall provide access to the Company at reasonable times to allow the Company to perform such work and to remove the Excess Facilities upon termination of this Agreement.

The Customer shall not increase load (e.g., building or equipment additions) without first notifying the Company. If the Customer's planned load increase would require extensions or modifications of the Excess Facilities, the Company...
shall prepare a plan and estimate of the costs of such extensions or modifications. Implementation of such extensions or modifications may require modification of this Agreement.

The Customer shall not tamp, move, or adjust any part of the Excess Facilities or allow anyone else on the Premises, other than authorized Company representatives, to do the same without prior Company approval. The Customer shall be responsible for the acts of those persons on the Premises who are not authorized Company personnel, agents or subcontractors. The Customer shall not place any future buildings or hazardous obstructions within twenty five (25) feet of the Company’s substations or lines without prior written approval of the Company.

The Company shall not be liable for consequential damages resulting from outages of electric current, including but not limited to damages to equipment or loss of product or profit. The Customer accepts the risk that there may be periodic interruptions of electric service, which interruptions shall not constitute a breach of this Agreement by the Company or give rise to any claim or set-off by the Customer against the Company.

The Customer’s obligation to pay all of the payments due hereunder is absolute and unconditional, and the Customer shall not be entitled to, and hereby waives the right to claim, any abatement, reduction, set-off, counterclaim, defense, interruption, deteminent, recoupment or deduction with respect to any payments due hereunder, unless an unreasonable interruption occurs as a result of the Company’s negligence or willful misconduct. Receivables covered under this agreement unpaid after 21 days after the bill date are subject to a late payment charge.

The Customer is in default of this agreement if the Premises are or become the subject of a foreclosure proceeding, or if the Customer (a) fails to pay within 30 days from the due date of its monthly bill; (b) fails to perform in accordance with any provision of this Agreement; (c) is or becomes insolvent or unable to pay its obligations as they become due; or (d) is or becomes the subject of a petition in a bankruptcy or a petition for a reorganization. Also, upon default, the Company may exercise any one or more of its available remedies at law or equity, including, without limitation, (i) installing meters in multiple locations between Company owned and Customer owned electric equipment; (ii) changing the service rate to one that will compensate the Company for all amounts owing under this Agreement; and (iii) removing the Excess Facilities. Partial exercise or non-exercise of any of the Company’s rights or remedies shall not constitute a waiver of any other right or remedy unless such waiver is expressly written.

This Agreement is not a sale or transfer of any interest in the Excess Facilities. The Company is and shall remain the sole owner of the Excess Facilities, and shall replace or cause the Excess Facilities to be replaced at no additional cost to the customer if the Excess Facilities are defective or do not perform to the specifications provided. The Customer shall not have any interest or rights in the Excess Facilities.

This Agreement will be in force on the Effective Date of this Agreement or at the time the Excess Facilities become functional, whichever occurs last, and shall continue until all amounts owing to the Company hereunder have been paid in full. This Agreement may be modified only in writing signed by the parties hereto, and may not be modified by an oral agreement. The Customer agrees to provide such additional information of documentation as the Company requests in connection with this Agreement including further evidence of its authority to enter into this agreement.

This Agreement shall be binding upon the successors and assigns of the parties hereto. The Customer may not assign its rights and obligations hereunder without the Company’s prior written consent which shall not be unreasonably withheld. The Company may assign its rights and obligations hereunder, or any portion thereof, to any other person or entity without the consent of the Customer.

CUSTOMER: Macon Bibb County

Signature: ____________________________

Print Name: __________________________

Title: ________________________________

Date: ________________________________

GEORGIA POWER COMPANY

Signature: ____________________________

Title: ________________________________

Date: ________________________________
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GEORGIA POWER COMPANY TO PROVIDE ELECTRIC SERVICE FOR THE THOMAS JACKSON JUVENILE JUSTICE CENTER, LOCATED AT 560 OGLETHORPE STREET, MACON, GEORGIA 31201, AS AN ADDITION TO THE ELECTRIC GRID CURRENTLY SUPPLYING THE BIBB COUNTY JAIL, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

Referred to the Committee on _____________

Date: _____________

REPORT

Rendered _____________

and _____________

VOTE

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Abstain</th>
<th>Absent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Bechtel
Schlesinger
Lucas
Jones
Bivins
DeFore
Shepherd
Watkins
Tillman
Mayor
Reichert

TOTAL:
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO SUPPORT ROUNSTONE DEVELOPMENT, LLC, TO DEVELOP MALLARD LAKES LOCATED AT APPROXIMATELY 1425 HALL ROAD 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 property located at approximately 1425 Hall Road and the surrounding area is primarily vacant land; and

WHEREAS, Roundstone Development LLC, proposes to complete a development project named Mallard Lakes at this location; and

WHEREAS, the Mallard Lakes project will be well suited to the neighborhood, as there are other multifamily developments and residential homes nearby; and

WHEREAS, the Mallard Lakes project will provide a total of ninety-two (92) residential units of affordable housing which will consist of: thirty (30) one bedroom, one bathroom units, thirty (30) two bedroom, two bathroom units, twenty-four (24) three bedroom, two bathroom units and eight (8) four bedroom, two and a half bathroom units; 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 development of the property located at approximately 1425 Hall Road, fulfills an important public purpose and a needed 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 Roundstone Development, LLC, in its effort to develop property located at approximately 1425 Hall Road 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
Why Roundstone

Team Experience

The Project

The Schedule

Conclusion

ATTACHMENT 2.B

ROUNDSTONE DEVELOPMENT

Clifton E. Phillips, Director of Development
Robert Colvard, Acquisition Developer
Lisa Taylor, Development Analyst

Brian RUMSEY

Brian Rumsey, NCARB, Principal
Brett Flory, Project Manager
Wade Roper, Project Manager

EXHIBIT A
The Team has Successfully Developed and Designed 9,911 Residential Units, Multiple Retail, Hospitality and Shopping Centers

Integrated Team – Development and Architecture

Team Commitment to Utilizing Local and Small Businesses When Possible
Creating Value through Experience & Professionalism

Sunchase American is a full service residential real estate management company.

Founded in 1990, Surchase reaches from North Carolina to Texas to Florida and offers the best service across the southeastern United States.

Manages over 60 properties in seven states.
# Roundstone Development Experience List

<table>
<thead>
<tr>
<th>Role</th>
<th>Location</th>
<th>Name</th>
<th># Units</th>
<th>Type</th>
<th>Year Built</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner/Developer</td>
<td>Del Rio, TX</td>
<td><em>Aster Villas</em></td>
<td>80</td>
<td>Multifamily</td>
<td>2011</td>
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<td>Owner/Developer</td>
<td>Eagle Pass, TX</td>
<td>Aurora Meadows</td>
<td>75</td>
<td>Single</td>
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<td>Developer</td>
<td>Gainesville, TX</td>
<td><em>Bella Vista Apartments</em></td>
<td>144</td>
<td>Multifamily</td>
<td>2007</td>
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<tr>
<td>Owner/Developer</td>
<td>Cleveland, MI</td>
<td>Belvoir Homes</td>
<td>55</td>
<td>Single Family</td>
<td>2008</td>
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<td>Owner/Developer</td>
<td>Greenville, MS</td>
<td>Broadway Estates</td>
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<td>Multifamily</td>
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<td>Owner/Developer</td>
<td>Eagle Pass, TX</td>
<td>Legacy Villas</td>
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<td>Single</td>
<td>2011</td>
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<tr>
<td>Owner/Developer</td>
<td>Canton, MI</td>
<td>Lincoln Estates</td>
<td>55</td>
<td>Single Family</td>
<td>2008</td>
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<tr>
<td>Developer</td>
<td>Dallas, TX</td>
<td>Magnolia Trace</td>
<td>122</td>
<td>Elderly</td>
<td>2011</td>
</tr>
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<td>Developer</td>
<td>Canton, MS</td>
<td>Ocean Estates II</td>
<td>120</td>
<td>Single Family</td>
<td>2009</td>
</tr>
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<td>Owner/Developer</td>
<td>Greenwood, MS</td>
<td>Padro Realty Place</td>
<td>65</td>
<td>Single Family</td>
<td>2008</td>
</tr>
<tr>
<td>Developer</td>
<td>Plano, TX</td>
<td>Pizza at Chase Oaks</td>
<td>240</td>
<td>Elderly</td>
<td>2006</td>
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<tr>
<td>Owner/Developer</td>
<td>Ft Worth, TX</td>
<td>Terraces at Marlin Creek</td>
<td>65</td>
<td>Single Family</td>
<td>2008</td>
</tr>
<tr>
<td>Developer</td>
<td>Hot Springs, AR</td>
<td>The Cascades at Spring Street</td>
<td>186</td>
<td>Multifamily</td>
<td>2004</td>
</tr>
<tr>
<td>Owner/Developer</td>
<td>Temple, TX</td>
<td>The Fairways at Savannah Pine</td>
<td>32</td>
<td>Multifamily</td>
<td>2009</td>
</tr>
<tr>
<td>Owner/Developer</td>
<td>Round Rock, TX</td>
<td>The Fairways at Savannah Pine</td>
<td>92</td>
<td>Elderly</td>
<td>2011</td>
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<tr>
<td>Owner/Developer</td>
<td>Plano, TX</td>
<td>The Ledges at Round Rock</td>
<td>120</td>
<td>Multifamily</td>
<td>2011</td>
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<td>Developer</td>
<td>Plano, TX</td>
<td>Tuscan Villas</td>
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<td>Elderly</td>
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<td>Developer</td>
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<td><em>Village Square Family</em></td>
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<td>Multifamily</td>
<td>2008</td>
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<td>Yuma City, AZ</td>
<td>Yuma Estates</td>
<td>96</td>
<td>Multifamily</td>
<td>2008</td>
</tr>
</tbody>
</table>

*Under Construction  TOTAL 1,950
Brian Rumsey
Multifamily Projects

- Brian Rumsey has completed approximately 8,000 units across Texas, Mississippi, New Mexico, Florida, and Oklahoma

- Experience with HUD and Tax Credit programs along with traditional market rate projects
- 92 Units
- Common Amenities
- Clubhouse
- 144 Units
- Common Amenities
- Clubhouse
Given its highly visible location, the City was interested in a product that would make a positive visual statement while also providing needed workforce housing...

Quite simply Roundstone delivered.
Dean Neal, Director of Zoning, Pinellas Park, FL

"Now that the project is complete and operational, we are very pleased with the results. The facility is excellent in quality and is well perceived in the community."
Kim Foults, Asst. City Manager Temple, TX

"We have worked with Roundstone as our development consultant on several projects...Roundstone has proven themselves time and time again to be excellent developers."
Brad Kyles, General Manager Unified Housing Dallas, TX
The Roundstone Vision

- **Project Details**

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

- Area surrounding site is primarily vacant land
- The project will be well suited to the neighborhood as there are other multifamily developments and residential homes nearby
The Roundstone Vision

- **Building Details**
  - 92 Residential Units
    - 30 – 1 bed/1 bath
    - 30 – 2 bed/2 bath
    - 24 – 3 bed/2 bath
    - 8 – 4 bed/2.5 bath
  - Three-story garden style design

- **Project Amenities**
  - Perimeter fencing
  - Onsite Laundry
  - Furnished Community Room
  - Swimming pool
  - Covered Pavilion with Picnic Table & Grill

- **Unit Amenities**
  - Energy Star Appliances
  - Garden tubs
  - Walk in Closets
  - Coat and Linen Closets
  - Full Size Washer Dryer Connections
  - Patios
  - Refrigerator with icemaker
  - Microwaves
The Roundstone Vision

Architectural Rendering for Proposed Developmental Style
The Roundstone Vision

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

2 Bedroom Sample Unit Plan (from a similar development) - 990 SF
The Roundstone Vision

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

4 Bedroom Sample Unit Plan (from a similar development) – 1,425 SF
The Roundstone Vision

- **Project Costs and Financial Feasibility**

  - The total development cost is approximately $12.0M which equates to $135 per square foot.

  - Permanent financing funding sources will include tax credit equity, conventional lender financing, local government contributions and owner equity.
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
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO SUPPORT THE ORACLE DESIGN GROUP, INC., TO REDEVELOP THE A.L. MILLER HIGH SCHOOL LOCATED AT 2241 MONTPELIER AVENUE 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, A.L. Miller High School is a historic building, and has been vacant for several years; and

WHEREAS, A.L. Miller High School building has been surplusd by the Macon-Bibb Board of Education due to maintenance and upkeep costs; and

WHEREAS, A.L. Miller High School is now in dire need of a full renovation due to its deterioration; and

WHEREAS, the Oracle Design Group, Inc., 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 A.L. Miller High School so as to provide affordable rental housing in the community which will include apartments and nine (9) single family homes; 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 the A.L. Miller High School, as well as the eleven (11) acre site on which it stands, fulfills an important public purpose and a needed reinvestment that benefits the future residents and the surrounding neighborhood, provides a substantial benefit to Macon-Bibb County and restores a historic building of great importance to the community; 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 Oracle Design Group, Inc., to redevelop the A.L. Miller High School building and the eleven (11) acre site located at 2241 Montpelier Avenue 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:

______________________________
SHEILA THURMOND, CLERK OF 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 projection 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 sees continued redevelopment.

The proposed development will 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.
SITE ANALYSIS PACKAGE
for the Renovation of A.L. Miller High School
2241 MONTPELIER AVENUE
BIBB COUNTY
MACON, GEORGIA
03/18/2014

- Adjacent Use Map - Aerial + Description of Land Use
- Flood Map / Analysis
- Historical and Cultural Map / Resources
- Hydrology Map / Analysis
- Slope Analysis Map
- Soil Map / Analysis
- Solar and Wind Analysis Map
- Topography Map / Analysis
- Tree Survey Map / Analysis
- Viewshed Analysis
- Wetlands Analysis
LEGEND:

1. Macon Memorial Park
2. Riverside Cemetery
3. Rose Hill Cemetery
4. Grand Opera House
5. Georgia State Fairgrounds
6. Ocqualgee National Monument
7. Mercer University
8. Evergreen Cemetery

HISTORICAL and CULTURAL MAP

2241 Montpelier Avenue
Macon, Georgia (Bibb County) 03/18/2014
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GEORGIA POWER COMPANY AND AN AGREEMENT WITH THE MACON WATER AUTHORITY TO TRANSFER UTILITY SERVICES FOR THE FORT HAWKINS VISITOR'S CENTER BUILDING, LOCATED AT 736 EMMERY HIGHWAY, MACON, GEORGIA 31217, FROM WARREN AND ASSOCIATES TO MACON-BIBB COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, the newly constructed Fort Hawkins Visitor's Center building, located at 736 Emery Highway, Macon, Georgia 31217, is nearing completion; and

WHEREAS, the electric and water utility services currently in place for the building are provided by the Georgia Power Company and the Macon Water Authority, and each is currently registered and billed under the name of Warren and Associates (contractor to the county); and

WHEREAS, in order to avoid any lapse in service regarding these utilities, the utility agreements with the Georgia Power Company and the Macon Water Authority will need to be transferred from Warren and Associates to Macon-Bibb County; 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 the Georgia Power Company and an agreement with the Macon Water Authority to transfer the utility services for the Fort Hawkins Visitor’s Center Building, located at 736 Emery Highway, Macon, Georgia 3121, from Warren and Associates to Macon-Bibb County.

SO RESOLVED this ____ day of ________________, 2014.

By: _______________________________________

ROBERT A.B. REICHERT, Mayor

Attest: _____________________________________

SHEILA THURMOND, Clerk of Commission

(SEAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE AND APPROVE A CONSULTING AGREEMENT BETWEEN MACON-BIBB COUNTY AND SIXEL CONSULTING GROUP, INC., FOR THE CAPPED AMOUNT OF TEN THOUSAND AND 00/100 ($10,000.00) FOR COMPLETION OF A TRUE MARKET/LEAKAGE STUDY FOR THE MIDDLE GEORGIA REGIONAL AIRPORT TO BE FUNDED BY LAND SALE FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the Middle Georgia Regional Airport (MCN) is at risk of losing eligibility to participate in the Essential Air Service subsidy provided by the federal Department of Transportation; and

WHEREAS, Department of Transportation statistics and airline reports provide a partial view of the market; and

WHEREAS, Macon-Bibb County is one of thirteen (13) U.S. cities facing a loss of EAS eligibility; and

WHEREAS, the subsidy assists Silver Airways in providing viable passenger air service and its loss could impact future growth efforts in establishing Macon-Bibb County as the hub city of Middle Georgia; and

WHEREAS, the Sixel Consulting Group is experienced in providing a variety of air transportation and airport consulting services; and

WHEREAS, Sixel Consulting Group has agreed to complete a True Market Study/Leakage Study that will provide a more complete view of the market for Middle Georgia Regional Airport, which will be used in support of the desire to retain the current subsidy; and

WHEREAS, this report is likely to demonstrate there is a viable commercial air service market in the Middle Georgia region which has not been served; and

WHEREAS, the study will provide an accurate picture of the strength of the air service market by supplementing traditional data sources with locally purchased tickets, and give additional details regarding what steps can be taken by the Middle Georgia Regional Airport to better serve persons that live within the catchment area and decrease leakage; and

WHEREAS, the True Market Study/Leakage Study will illustrate demand that does not show up in traditional data sources and allow the airport to determine what, if any, demand is currently not being met; and

WHEREAS, the report produced by this study will be valid for a period of three (3) years and will be used by the Middle Georgia Regional Airport in its attempts to recruit other commercial airlines to provide service through the airport; and
WHEREAS, portions of the report will likely be used when filing an appeal should the Middle Georgia Regional Airport (MCN) lose eligibility to participate in the Essential Air Service subsidy program; 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 Sixel Consulting Group, Inc., for the Middle Georgia Regional Airport (MCN) to complete a True Market Study/Leakage Study, in an amount not to exceed TEN THOUSAND and 00/100 DOLLARS ($10,000.00) to be funded from the land sale 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
ESSENTIAL AIR SERVICE
PROCESS SUPPORT AGREEMENT

between

Middle Georgia Regional Airport (MCN)

and

Sixel Consulting Group, Inc.
Air Transportation and Airport Consulting Services

Essential Air Service Process Support Agreement
Sixel Consulting Group, Inc. • Middle Georgia
May 2014
Page 1 of 9
1. PARTIES

Client: Middle Georgia Regional Airport – Macon, Georgia
Consultant: Sixel Consulting Group, Inc. – Eugene, Oregon

2. CONTACT INFORMATION

Client:
Doug Faour
Airport Manager
Middle Georgia Regional Airport
1000 Terminal Drive, Suite 100
Macon, Georgia 31216
Doug.faour@flbian.aero
www.ifymacon.com
phone: 478.788.3760

Consultant:
Mark Sixel
President
Sixel Consulting Group, Inc.
497 Oakway Road, Suite 220
Eugene, Oregon 97401
mark@sixelconsulting.com
www.sixelconsulting.com
phone: 541.341.1601

Project Lead:
Michael Mooney
Air Service Strategy and Development Consultant
michael.mooney@sixelconsulting.com
phone: 303.842.9496
fax: 541.341.1603

3. BACKGROUND

Air service at the Middle Georgia Regional Airport is currently provided by Silver Airways with non-stop SF340 service to Atlanta and Orlando. The service is supported by federal subsidy provided under the Essential Air Service Program (EAS).

EAS service is typically provided via two-year contracts between the Department of Transportation (DOT) and the airline. The current contract for EAS service at Macon will expire on March 31, 2015, however, with Silver’s recent Essential Air Service cuts in other
markets at Atlanta, the Airport needs to be prepared for an early termination notice from Silver in Macon.

Regardless of Silver's decision to continue or not continue service, Macon will have to navigate the EAS bidding process in order to assure that the best possible air service is preserved for the community and the region in 2014 and beyond.

Skel Consulting Group, Inc. has extensive experience in assisting communities in navigating the EAS bid process and helping communities gain the best possible air service from the program.

4. SCOPE OF WORK

Specifically, Skel Consulting Group, Inc. (Consultant) proposes to assist the Middle Georgia Regional Airport (Airport) as follows:

1. Provide assistance with an aggressive recruiting effort to inform selected airlines of the Macon market option for the 2014-2015 EAS bid cycle. This effort would include headquarters visits with airline representatives, if possible, and liaison with carriers as they consider the market option.

2. Liaison with the Essential Air Service office of the DOT on all matters related to the Airport's EAS. This will include advocacy with the DOT related to Macon's preference among competing bids and DOT's ultimate award decision.

3. Liaison with incumbent carrier, assisting the Airport as requested with ongoing discussions on carrier performance or market issues.

4. Attend community visits / town meetings, if necessary, to inform the local community on the current EAS bid process, facilitate discussion of bid options and/or aid the community in educating the public on any air service transition that may take place. An EAS service transition power point document can be developed to aid in informing residents of any change in air service.
5. Competing Bid Analysis in order to provide Macon with a full understanding of the relative merits of competing EAS bids, should there be competing bids worth considering. Analysis would assist Macon in deciding among competing bids and communicating that preference to DOT.

6. Transition Airline Pricing Analysis, a complete review of any pricing strategy or tactical changes that may occur as part of an EAS service transition.

7. Transition Airline Schedule Analysis, a complete review of proposed schedules for any EAS carrier to ensure maximum connectivity for the community.

5. PRICING

Client will pay Consultant a retainer fee of $5,900 within fifteen (15) business days of the execution of this agreement. Consultant will perform air service development assistance projects at the direction of the client, drawing on the retainer fee for compensation.

Consultant will bill for professional fees per service provided in the fee structure below, up to $5,900. Any professional services fees for Consultant beyond $5,900 will require additional payments by Client in increments of $5,900. Consultant will not perform any work above the $5,900 retainer fee without express written authorization from Client. The fee schedule below outlines the costs of various services that may be helpful to the EAS transition process.

Travel expenses incurred by Consultant will be billed to Client at cost. Any color printing that Client requests will be billed at $.25 per page printed. Client is under no obligation to have printing done by Consultant.

Should Consultant not accumulate $5,900 in fees and costs on completion of projects requested and authorized by Client, any surplus funds can be credited toward a project to be completed over the following twelve months.
PER PROJECT FEE SCHEDULE:

- New carrier HQ meeting and document $5,000 (plus travel expenses)
- Airline meeting at Conference $3,000 (1st) $1,500 (2nd)
- Liaison with DOT $150/hour / NTE $1,500
- Liaison with incumbent or new carrier $150/hour / NTE $1,500
- Assistance with new carrier recruiting $150/hour / NTE $2,500
- Community Visit / Town Meetings (each) $3,500 (plus travel expenses)
- EAS Bid Comparison / Analysis $150/hour / NTE $1,000
  (if two or more bids are attractive)
- Transition Airline Pricing Analysis $150/hour / NTE $5,000
  (analysis of airline pricing in transition)
- Transition Airline Schedule Analysis $150/hour / NTE $5,000
  (analysis of airline scheduling in transition)

6. ADDITIONAL SUPPORT PROJECTS / PRICING

- True Market / Leakage Study $15,000 or $10,000
  (discounted to $10,000 if any of the other support projects in this section are purchased)

- Community Air Service Video $15,000 or $10,000
  (discounted to $10,000 if any of the other support projects in this section are purchased)

- Economic Impact of Current EAS Service $7,500 or $5,000
  (discounted to $5,000 if any of the other support projects in this section are purchased)

- Economic Impact of Future Proposed EAS Service $7,500 or $5,000
  (discounted to $5,000 if any of the other support projects in this section are purchased)

True Market Study:

**Approach:** Consultant brands its leakage studies as "True Market Studies." This is an important differentiation as it drives our initial approach to the project. The term "leakage" refers to the amount of traffic in a subject airport’s catchment area which uses an airport other than the subject airport. While it is critical for an airport to understand its leakage, that is typically only a portion of the air travel demand in a region. As such, we have re-branded our leakage studies as "True Market Studies," in an effort to ensure we provide a complete picture of the air travel demand in a region, including detailed data on both the passengers retained at the subject airport and those who leak to other locations.
Our True Market Studies also embody another key philosophy of Sixel Consulting Group: our work is data driven. The completed study will feature data very prominently throughout, as it is our goal to furnish our clients with useful facts, opinions and analyses based on solid data. As such, our report will not spend a great deal of time defining itself. Instead, it will be a thorough analysis of your market, reviewed from several different perspectives.

**Data:** To prepare the True Market Study, Sixel Consulting Group will first acquire data from several third parties. The data to be acquired and analyzed includes:

- DB3A Origin and Destination Traffic Survey – U.S. Department of Transportation
- Ticket Data – Airline Reporting Corporation (ARC)
- Airline Schedules – Official Airline Guides (OAG / UBM Aviation
- Census Data – U.S. Census Bureau
- Regional Economic Data – U.S. Bureau of Economic Analysis

**Methodology:** Consultant will utilize a three-pronged approach to determine the size and characteristics of the Airport’s catchment area and true market. The volume of traffic at the carrier and destination level currently captured at any airport is recorded in the Department of Transportation’s Origin and Destination Survey. Sixel analyzes and corrects this data to account for sampling errors and carriers that do not participate in the survey. The characteristics of leaked traffic are then lifted from an analysis of tickets sold by airlines serving the region that make settlement transactions through the Airline Reporting Corporation (ARC). To eradicate any outliers, this data is then evaluated to determine its fitness for inclusion in a representative sample. The volume of leaked traffic is determined by analyzing demographic and socio-economic data in the catchment area relative to regional and national tendencies. This is done using a proprietary basis for disseminating and evaluating population, personal income, and gross domestic product for a defined catchment area.

Specific travel information is recorded on airline ticket stock retained by many airlines and sent to ARC for processing. Sixel Consulting Group collects customers’ airline ticket data from ARC-reporting airlines serving the area by the zip codes which define the catchment area. The information collected includes: originating airports, destinations, connecting airports, purchase dates, departure and return dates, and airlines utilized. This data is analyzed to accomplish the objectives of the lifted ticket.
Proprietary analysis will be conducted to determine travel on low-cost carriers such as Southwest and Frontier. While ARC-reporting airlines continue to book a significant portion of travel, certain low-cost carriers' business models exclude reporting to ARC, therefore it is necessary for us to adjust the data to account for their impact.

For this study, Sixel Consulting Group will estimate leakage to other airports throughout the region. By combining the ARC ticket data with information provided by the airlines to the U.S. Department of Transportation, we will estimate the “true market” for the Airport’s catchment area. The true market is the total number of air travelers, including those that use competing airports, in the geographic area served by the Airport. The “true market” estimate includes the size of the total market and can be used to provide estimated data for specific destinations from the area.

**Airline Recruitment Video:**
Consultant will complete each of the following tasks:

1. Travel to Macon, Georgia, to produce Airport’s Airline Recruitment Video, outlining the major travel generators and tourism drivers.

2. Interview no fewer than three people driving the local economy, detailing their use of local air service and the difficulties in using current air service. Consultant will conduct interviews with specific future routes in mind, with testimony as to how new air service would improve their organization’s travel.

3. Interview Airport Director and/or others with regard to available facilities, incentives for new service, and landscape of current service.

4. Write, edit and produce video that shall run at least five minutes in length, for use in airline presentations, websites or as the Airport otherwise sees fit.

5. Provide the Airport the opportunity to request up to two edits of video at no additional charge. Edits in excess of the two additional included herein will be charged an additional fee of $150 per hour.
Economic Impact of Existing and/or Future Air Service on Airport and Community:

Produce an Economic Impact Study. The first phase of the economic impact study will be to determine the overall economic contribution of existing or proposed airline service at the airport, on the community and the region.

In order to determine this economic impact, the study will be conducted under an "input-output" methodology. Under this methodology, Consultant will measure three separate effects of airport economic impact: direct, indirect, and induced effects. Direct effects shall include employment and output generated directly by the Airport. Indirect effects shall represent employment and output generated by firms primarily off-airport, but whose activities are attributable to the Airport. Induced effects are the multiplier effects caused by successive rounds of spending throughout the economy as a result of an airport’s direct and indirect effects. In this method, an airport’s total economic impact shall be determined as the sum of the direct, indirect, and induced effects.

The second phase of the economic impact study will be to determine the economic benefit of scheduled air service to the community and the region. This study will be designed to determine the overall impact of air carrier service at the Airport, the impact of each flight offered by different fleet types, the impact of airport employment, the indirect impact of that employment on the community, and the indirect economic impact of the Airport’s services on the community and region as a whole.

Once collected, analyzed and projected, this information will be detailed in a comprehensive executive summary, containing specific dollar amounts of impact from the direct, indirect and induced effects of the Airport economy.

7. INTERNATIONAL DATA RESTRICTIONS

International data is restricted by the US DOT. In order to present this information as part of our analysis, it is necessary to be pre-cleared by the DOT and list Sixel Consulting Group, Inc. as an intermediary. This clearance needs to occur each year. If you have not completed this process please do so, or contact our office for the necessary forms and instructions.

Essential Air Service Process Support Agreement
Sixel Consulting Group, Inc. • Middle Georgia Regional Airport
May 2014
Page 8 of 9
Robert A.B. Reichert, Mayor

Dated this ___ day of ________________ 2014

Attested: Sheila Thurmond, County Clerk

Dated this ____ day of ________________ 2014

Mark Sixel, Sixel Consulting Group, Inc.

Dated this ___ day of ________________ 2014
Crystal, 

Please find revised agreement attached.

I have changed the MCN agreement signature lines per your request.

We did not however change the payment timelines, although that will not be a problem if the prepayment is a few days late.

Also, please know that we will not invoice for the remainder of the fee for the TMS until after airport has received the completed report.

Once approved, please sign, scan and email back to me and we can get started!

Let me know if you need anything else.

Thanks so much, we look forward to working with Macon (MCN) Airport.

Kris Nichler | Director of Business Development
Sixel Consulting Group | Toledo, Ohio
(e) kris@sixelconsulting.com | (c) 419.707.9889
(w) sixelconsulting.com | (f) 541.341.1603

From: Kris Nichler
Sent: Thursday, May 08, 2014 1:30 PM
To: 'Crystal Jones'
Subject: RE: True Market Study - Middle Georgia Regional Airport (MCN)
Importance: High

Crystal,

Good Afternoon-

Sorry for the delay in getting back with you, however I do have Good News. To answer your questions below, we can make changes and fulfill your requests however I won't be able to get you a proposal with changes till Monday if that is OK. Please feel free to contact me with any additional questions or if you want to further discuss.

Thanks very much.
From: Crystal Jones [mailto:CJones2@maconbibb.us]
Sent: Thursday, May 08, 2014 11:10 AM
To: Kris Nichte
Subject: True Market Study - Middle Georgia Regional Airport (MCN)

Good morning,

I have reviewed the Essential Air Service Process Support Agreement and had three questions, two of which directly impact our Finance Department.

1. I see the true market study will cost $10,000.00. Per the agreement, a retainer fee of $5,900.00 is to be paid within 15 business days of the execution of the contract. I have made our Finance Department aware of the 15 day payment window due to the fact that we normal contract with “net 30” terms. If the payment were a day or two late, (although based on my conversations with the Finance Department and my advanced warning, I don’t believe that will be an issue) will that cause any problems or will that be fine?

2. When will the remaining $4,100.00 be due? If it will be due in less than 30 days, I need to give the Finance Department advanced warning.

3. The signature page is incorrect. Who would I speak with to get that changed? The signature portion for Macon-Bibb County should provide signature lines for:

   Robert A.B. Reichert, Mayor
   Attest: Shelia Thurmond, County Clerk

Please forward a corrected signature page or if you will send the signature page in Word format, I will be happy to change it.

Thank you,

Crystal Jones
Senior Assistant County Attorney
Macon-Bibb County
700 Poplar Street
P.O. Box 247
Macon, GA 31202
(478)751-7652

**CONFIDENTIALITY NOTICE**

This communication, including any attachments, contains confidential information intended only for the addressee(s). The information contained in this transmission may also be privileged and/or subject to attorney work-product protection and exempt from disclosure under applicable law. If you are neither the intended recipient nor the employee or agent responsible for delivering this e-mail to the intended recipient, any unauthorized review, use, disclosure, distribution, or taking of any action in reliance on this information is prohibited. If
you are neither the intended recipient nor the employee or agent responsible for delivering this e-mail to the intended recipient, please contact the sender immediately by reply e-mail and destroy all copies of the original message.
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**TOTAL DUE** $10,000.00

1. PURCHASE ORDER TERMS AND CONDITIONS AVAILABLE AT [www.maconbibb.us/purchasing](http://www.maconbibb.us/purchasing) (DOCUMENTS).
2. EXEMPT FROM STATE, LOCAL, AND FEDERAL TAXES.
3. SUBSTITUTIONS WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL.
4. PARTIAL SHIPMENTS WILL BE ACCEPTED IF INVOICED SEPARATELY.
5. C.O.D. OR COLLECT SHIPMENTS WILL NOT BE ACCEPTED.

Special Instructions
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO
AUTHORIZE AND APPROVE A
CONSULTING AGREEMENT
BETWEEN MACON-BIBB COUNTY
AND SIXEL CONSULTING GROUP,
INC., FOR THE CAPPED AMOUNT OF
TEN THOUSAND AND 00/100
($10,000.00) FOR COMPLETION OF A
TRUE MARKET/LEAKAGE STUDY
FOR THE MIDDLE GEORGIA
REGIONAL AIRPORT TO BE
FUNDED BY LAND SALE FUNDS;
AND FOR OTHER PURPOSES.

VOTE

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COMMITTEE REPORT

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ACTION TAKEN AND DATE:

RECOMMEND:

(Approved/Disapproved/Approved as Amended)

Date:

REPORT

Rendered

and

APPROVED AS TO FORM FOR COUNTY ATTORNEY BY

Crystal Jones
Assistant County Attorney

Total:
COMMITTEE OF THE WHOLE AMENDMENT

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 agrees with the recommendations of the City of Macon 2011 Urban Redevelopment Plan; and

WHEREAS, an amended and updated 2011 Urban Redevelopment Plan has been prepared and reviewed and is available at the office of the Macon-Bibb County Clerk of Commission containing the following changes:

1. References to the City of Macon and Council Wards have been replaced by references to Macon-Bibb County and Commission districts;
2. Demographic information has been updated to reflect Macon-Bibb data; and
3. Additional evidence of slum areas for the Additional Areas;

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

NOW, THEREFORE, BE IT RESOLVED Macon-Bibb County formally amends and adopts its 2011 Urban Redevelopment Plan as presented on file with the Macon-Bibb County Clerk of Commission’s office, and 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:

_____________________________
SHELIA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AMENDMENT AND A CONTRACT FOR CONSTRUCTION WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR A CONSTRUCTION PROJECT RELATED TO IMPROVING THE RUNWAY 5 SAFETY AREA GRADING AND REPLACING TAXIWAY B LIGHTING AT THE MIDDLE GEORGIA REGIONAL AIRPORT WITH $978,078.00 IN FEDERAL FUNDS, $30,440.70 IN STATE FUNDS, AND $34,216.26 IN LOCAL FUNDS, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO; AND FOR OTHER PURPOSES.

WHEREAS, the City of Macon entered in a contract with the Georgia Department of Transportation on November 9, 2010, for construction Project No. AP011-9000-29(021) related to improving runway safety at the Middle Georgia Regional Airport; and

WHEREAS, certain items of construction encountered were not covered by the original contract; and

WHEREAS, Macon-Bibb County and the Georgia Department of Transportation have agreed to amend the original contract to include those items of construction which were not covered by the original contract; and

WHEREAS, Macon-Bibb County and the Georgia Department of Transportation have also agreed to enter into Contract for Construction related to improving runway safety at Middle Georgia Regional Airport; and

WHEREAS, the amended contract for construction and the new contract for construction are both related to improving the runway 5 safety area grading and replacing taxiway B lighting at the Middle Georgia Regional Airport (the “project”); and

WHEREAS, the United States through the Georgia Department of Transportation has committed $978,078.00 in federal funds for the project; and

WHEREAS, the Georgia Department of Transportation has committed $30,440.70 in state funds for the project with Macon-Bibb County’s local share of the cost being $34,216.26; 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 a
contract amendment with the Georgia Department of Transportation for Project No. AP011-9000-29(021) and a contract for construction with the Georgia Department of Transportation for Project No. AP014-9022-34(021) which are both related to improving the runway 5 safety area grading and replacing taxiway B lighting at the Middle Georgia Regional Airport with $978,158.00 in federal funds, $18,656.00 in state funds, and $34,216.26 in local funds, in substantially the same form as attached hereto.

SO RESOLVED this ___ day of _____________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:  
______________________________
SHEILA THURMOND, CLERK OF COMMISSION
DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  

CONTRACT AMENDMENT  

Funds Requested  

$0.00  

Project No.: AP011-9000-29(021)  
County: BIBB  

Contractor: Macon-Bibb County  
C.T. I.D.: T003781  

Contractor I.D.:  
PCN:  

WHEREAS the below Contractor entered into a contract with the Department of Transportation, on November 9, 2010, for the construction of Project No. AP011-9000-29(021), Bibb County and,  

WHEREAS, certain items of construction encountered are not covered by the original contract, the Parties hereby agree to the following amendment to the original contract:  
ADD CONTRACT ITEMS. MODIFY QUANTITIES. MODIFY UNIT PRICES. SEE ATTACHMENT  

It is agreed that as a result of this amendment the contract time will be extended.  

Time is extended as follows: August 31, 2015  

Except as specifically amended herein, all terms and conditions of the original contract remain in full force and effect. The consideration set forth in this contract amendment constitutes full payment and settlement of all additional costs and expenses including delay and impact damages caused by, arising from or associated with the work described in this contract amendment.  

Now therefore, Macon-Bibb County, Contractor, hereby agrees to said contract amendment consisting of the above mentioned items and prices, and agrees that this contract amendment is hereby made a part of the original contract to be performed under the specifications thereof.  

Dated this 29 day of April 2014.  

By: Macon-Bibb County  
Contractor  

By: N/A  
Surety  

Recommended:  

District Engineer  

Approved:  

Director of Construction/Office of Local Grants  

Commissioner, Department of Transportation  

Date  

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**STATE OF GEORGIA**  
**ATTACHMENT TO**  
**CONTRACT AMENDMENT**

Project No.: AP011-9000-29(021)  
County: Bibb  
Contract ID No. T003781

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Project No.: AP011-9000-29(021)  
County: Bibb  
Contract ID No. T003781

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**STATE OF GEORGIA**  
**ATTACHMENT TO CONTRACT AMENDMENT**

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# ATTACHMENT TO CONTRACT AMENDMENT

Project No.: AP011-9000-29(021)  County: Bibb  Contract ID No. T003781

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**PAGE SUBTOTAL**: $9,170,000.00

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Page 7 of 7
CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP014—9022—34(021)
PID — T005041

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:

IMPROVE RUNWAY 5 SAFETY AREA GRADING AND REPLACE TAXIWAY B
LIGHTING AT THE MIDDLE GEORGIA REGIONAL AIRPORT IN MACON, GA

Now, therefore, in consideration of the premises and the mutual
covenants herein contained, the parties hereto 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. T005041/AP014—9022—34(021) Bibb, prepared (or
approved) by the Georgia Department of Transportation and in
Supplemental Specifications and Special Provisions contained in
Attachment A, which are 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, 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 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 ONE MILLION FORTY-TWO THOUSAND SEVEN HUNDRED THIRTY-FOUR and 96/100 Dollars ($1,042,734.96). 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 state funds in the amount of EIGHTEEN THOUSAND SIX HUNDRED FIFTY-SIX and 00/100 Dollars ($18,656.00) and federal funds in the amount of NINE HUNDRED SEVENTY-EIGHT THOUSAND SEVENTY-EIGHT and 00/100 Dollars ($978,078.00) 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 NINE HUNDRED NINETY-SIX THOUSAND SEVEN HUNDRED THIRTY-FOUR and 00/100 Dollars ($996,734.00). 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 FORTY-SIX THOUSAND and 96/100 Dollars ($46,000.96).

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, herinafter 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 wherein 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 1, 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 MACON-BIBB COUNTY, who has been duly authorized by MACON-BIBB COUNTY, who have hereto set their hands this day and year hereafter written.

DEPARTMENT OF TRANSPORTATION BY:

Commissioner     (SEAL)

ATTEST: Treasurer

Executed on behalf of:
MACON-BIBB COUNTY
This the _______ day of _____________, 2014

MAYOR

PRINTED NAME

WITNESS FOR:
MACON-BIBB COUNTY

This contract approved by
MACON-BIBB COUNTY
at a meeting held at:

This the _______ day of _____________, 2014.

Clerk

Federal ID/IRS #
### Improve Runway 08 Safety Area and Replace Taxiway B Lighting

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## MIDDLE GEORGIA REGIONAL AIRPORT
### MACON, GA

## SUMMARY OF CONSTRUCTION ITEMS

### EXHIBIT A

**GDOT PROJECT NUMBER:** AP014-6022-04(2021) BIBBB

**FID:** T006941

### Improve Runway 09 Safety Area and Replace Taxiway B Lighting

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<tr>
<th>Item No.</th>
<th>SPEC No.</th>
<th>DESCRIPTION</th>
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<th>QUANTITY</th>
<th>UNIT PRICE</th>
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**Total Part I Federal Project:** $1,662,280

### Part II Federal Projects - FY11A Funds

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**Total Part II Federal Project:** $8,642,000

**Total Project Cost:** $10,544,280

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**TOTAL MAXIMUM OBLIGATION OF STATE AND FEDERAL FUNDS THIS CONTRACT:** $11,852,408

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EXHIBIT A, 2 of 2
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: Macon-Bibb County

Contract No. and Name: T005041/AP014-9022-34(021) Bibb

Improve Runway 05 Safety Area and Replace Taxiway B Lighting

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. § 13-10-911(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

Date of Authorization

Signature of Authorized Officer or Agent

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]
Department of Transportation  
State of Georgia  
May 8, 2014

SPECIAL PROVISIONS

AIRPORT PROJECT NO. TO05041/AP014-9622-34(021) BIBB
IMPROVE RUNWAY 5 SAFETY AREA AND REPLACE TAXIWAY B LIGHTING AT THE
MIDDLE GEORGIA REGIONAL AIRPORT IN MACON, GA.

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<td>Prosecution and Progress</td>
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<tr>
<td>109-1-01-SP</td>
<td>Measurement and Payment</td>
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Section 107—Legal Regulations and Responsibility to the Public

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 than $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 outline 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, signage, pavement marking, signalization, freeway surveillance and control systems, and railroad protective devices.
3. Safety projects such as grooving, glare screens, 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.
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 (EIR) 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 EIR shall be prepared.

D. EIR 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, EIR’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 EIR, 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 plans.
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.
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.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO SUPPORT THE ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT IN ENTERING INTO AN INDEPENDENT CONTRACTOR AGREEMENT WITH AND PROVIDING UP TO $550,000.00 OF HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS TO GEORGIA BEHAVIORAL HEALTH SERVICES TO CONSTRUCT TWO (2) SUSTAINABLE GROUP HOMES; AND FOR OTHER LAWFUL PURPOSES.

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

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

WHEREAS, pursuant to the ACT on interim rule, 24 CFR Part 92, was promulgated to guide state and local governments in the application for funds and program administration; and

WHEREAS, said regulations became effective in the Code of Federal Regulations on January 16, 1992; and

WHEREAS, Macon-Bibb County sought and received designation as a participating jurisdiction under the HOME Program; and

WHEREAS, the Macon-Bibb County has received from the U. S. Department of Housing and Urban Development an entitlement allocation of funds for the HOME Program created under the ACT; and

WHEREAS, a grant agreement securing the entitlement allocation was offered by HUD after review and acceptance of an application from Macon-Bibb County; and
WHEREAS, specific objectives of the Act are provisional opportunities for affordable homeownership, affordable rental housing and the preservation of housing through rehabilitation activities utilizing a variety of program investment techniques and direct assistance; and

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

WHEREAS, the Macon-Bibb County deems it desirable to enter into an agreement with Georgia Behavioral Health Services, for the day-to-day conduct of a HOME Program under the above Act while at the same time reserving to Macon-Bibb County complete authority and responsibility for the approval of such a HOME Program, its budget and the terms under which it will be conducted; and

WHEREAS, under the terms of the agreement, the Economic and Community Development Department will agree to provide up to FIVE HUNDRED FIFTY THOUSAND and 00/100 DOLLARS ($550,000.00) of HOME Investment Partnership Program funds to Georgia Behavioral Health Services to construct two (2) sustainable group homes, in the Bartlett Crossing Neighborhood at 1224 Earnest Street and 2960 Ellis S. Senior Street; 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 agrees to support the Economic and Community Development Department in entering into an independent contractor agreement with Georgia Behavioral Health Services, having a principal place of business at 541 West Montgomery Street, Milledgeville, GA 31061, in which under the terms of the contract, the Economic and Community Development Department will provide up to FIVE HUNDRED FIFTY THOUSAND and 00/100 DOLLARS ($500,000.00) of HOME Investment Partnership Program funds to Georgia Behavioral Health Services to construct two (2) sustainable group homes, in the Bartlett Crossing Neighborhood in substantially the same form as attached hereto as Exhibit "A".

SO RESOLVED this _____ day of ______________, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST:  
SHELIA THURMOND, CLERK OF COMMISSION
INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made this ___ day of ___ _, 2014, between Macon-Bibb County, a political subdivision of the State of Georgia, the "County") and Georgia Behavioral Health Services, Inc. ("Independent Contractor"), collectively referred to as the "Parties", individually may be referred to as "Party".

In consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. Services and Obligations of Independent Contractor

1.1 Scope of Services
As part of County's Home Investment Partnership Program (HOME), Georgia Behavioral will undertake all Tasks to be performed as described in Exhibits "A" and "B" (both attached hereto and incorporated as a part hereof by reference). It is expressly understood by Independent Contractor that the national objective to be accomplished under the terms of the Act is that of direct benefit to persons and families of lower-income and very low income to the exclusion of all others.

1.2 Method of Performing Services
Independent Contractor shall determine, at its sole discretion, the method, details and means of performing the services described in Exhibits "A" and "B", provided that by executing this Agreement, Independent Contractor acknowledges that it possesses the degree of care, learning, skill, and ability necessary to complete the services, and further contracts that in the performance of its duties herein set forth, it will exercise such degree of care, learning, skill, and ability as is ordinarily employed by contractors under similar conditions and like circumstances and shall perform such duties without neglect.

1.3 Office Space and Support Staff
Independent Contractor shall be responsible for supplying its own office space but may perform services under this Agreement at or on premises supplied by the County at the Independent Contractor's request. Independent Contractor will be responsible for its own office support staff, if any. Any and all personnel hired by Independent Contractor, as employees, consultants, agents or otherwise (collectively, "Staff"), shall be the responsibility of Independent Contractor. Independent Contractor shall be responsible for its and its Staff's own supplies and support costs, including any required membership or association fees that Independent Contractor and/or its Staff may be required to obtain and/or maintain.

1.4 Control of County Employees
Nothing in this Agreement shall be construed as giving the Independent Contractor any authority to direct the actions of County employees. Independent Contractor can recommend certain actions to be taken by County employees to either the Mayor, the County Manager, or the Director of Economic and Community Development, but the County is under no obligation to accept or follow such recommendations.
1.5 County’s Assistance and Cooperation
During the Independent Contractor’s performance of this Agreement, the County may, but has no obligation to, provide assistance to, or cooperate with, the Independent Contractor in activities that facilitate the proper performance and completion of this Agreement by the Independent Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the County shall not be construed, and the Independent Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Independent Contractor from complete, proper and punctual performance of all the Independent Contractor’s obligations under this Agreement.

2. Non-Employment Relationship between County and Independent Contractor

2.1 Independent Contractor Relationship
Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the County an employer, partner, agent of or joint venture with Independent Contractor for any purpose. Independent Contractor shall have no claim against County for vacation pay, sick leave, retirement, social security, workers’ compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The consideration set forth in the Independent Contractor Service Addendum shall be the sole payment for services rendered.

2.2 Withholding Taxes and Benefits
Independent Contractor will be solely responsible for withholding, accruing, and paying all income, social security, and other taxes and amounts required by law for the Independent Contractor and Staff, if any. Independent Contractor shall also be responsible for all statutory insurance and other benefits required by law for Independent Contractor and Staff and all other benefits promised to Staff by Independent Contractor, if any. Independent Contractor shall provide County with a completed W-9 form, at the time this Agreement is executed.

3. Funding
In consideration for the tasks to be performed by Independent Contractor under the terms of this Agreement, the County shall allocate to Independent Contractor $550,000 of HOME Investment Partnership Program Funds as such funds become available from the federal government.

4. Warranties
4.1 Independent Contractor Warranties
Independent Contractor warrants that it has the right and authority to enter into this Agreement and that this Agreement does not violate the terms of any agreement between Independent Contractor and any third party. Further, Independent Contractor warrants that it possesses the required expertise to render the services required by this Agreement.
4.2 Competent Work
Independent Contractor shall perform all services in a competent fashion in accordance with the applicable standards of the profession.

4.3 Representations and Warranties
Independent Contractor will make no representations, warranties, or commitments binding the County without the County’s prior written consent.

5. Company Prohibitions to Create a Safe Work Environment

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

5.2 Prohibition on Unlawful Discrimination and Harassment
The County does not discriminate on the basis of race, color, national origin, sex, age, religion or disability in any employment policies and practices. The County prohibits unlawful discrimination or harassment, including sexual harassment. Independent Contractors and Staff, if any, shall not engage in unlawful harassment or discrimination while on the premises of the County. County has a no tolerance policy for violation of this rule.

6. Day-to-Day Operation and Administration
Day-to-Day operation and administration of the HOME Program which is the subject of this Agreement, including accounting responsibilities, shall be performed by and be the responsibility of Independent Contractor.

Personnel policies, pay scales and operating procedures of Independent Contractor shall be the responsibility of and shall be determined by Independent Contractor; provided however, that Independent Contractor is responsible for maintaining and manning a facility accessible to citizens seeking to conduct business with on every working day of the year. Such policies and procedures shall be in accordance with applicable laws and regulations. Copies of such personnel policies, pay scales and internal operating procedures, including any amendments thereto, shall be furnished to the County.

7. Termination

7.1 Termination for Default
(a) The County may, subject to the provisions of subparagraph (c) below, by written notice of default to the Independent Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Independent Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Independent Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days
or longer period (as the County may authorize in writing) after receipt of notice from the County specifying such failure.

(b) In the event the County terminates this Agreement in whole or in part as provided in subparagraph (a) above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Independent Contractor shall be liable to the Authority for any excess costs for the same, including without limitation all costs and expenses of the type specified in the “WARRANTY” paragraph of this Agreement Document; provided, that the Independent Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) Except with respect to defaults of subcontractors, the Independent Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Independent Contractor. Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default or a subcontractor, and if such default arises out our causes beyond the control of both the Independent Contractor and the subcontractor, and without the fault or negligence of either of them, the Independent Contractor shall not be liable for any excess costs for failure to perform, unless the service to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Independent Contractor to meet the required delivery schedule. The term “subcontractor” shall mean a subcontractor at any tier.

(d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Independent Contractor was not in default under the provisions above, or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the “Termination for Convenience” paragraph of this Agreement Document.

(e) The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7.2 Termination for Convenience
The County may at any time by providing thirty (30) days written notice terminate all or any part of this Agreement for the County’s convenience. If this Agreement is terminated, in whole or in part, for the County’s convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual reasonable cost paid by the Independent Contractor for the actual labor and cost of materials purchased within or meeting the established scope of work and reasonably used by the Independent Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Independent Contractor for (i) any anticipatory profits related to work under
this Agreement not yet performed, or (ii) costs incurred due to the Independent Contractor’s failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

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

For County:
Mayor
Macon-Bibb County
700 Poplar Street
P.O. Box 247
Macon, GA 31202

For Independent Contractor:
Georgia Behavioral Health Services, Inc.
175 Emery Highway
Macon, GA 31217

9. Indemnification, Insurance, Risk Management, Bonding

9.1 Indemnification, hold harmless
Independent Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees, (collectively, Releases), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys’ fees, for any loss or damage for bodily injury, property damages and attorneys’ fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Independent Contractor, its agents, employees, subcontractors, or others working at the direction or on behalf of Independent Contractor. Independent Contractor’s obligation to indemnify any Releases shall survive the expiration or termination of this Agreement by either Party for any reason.

9.2 Insurance Requirements
In the event that the Independent Contractor, Staff, or agents or the Independent Contractor’s subcontractors enter the County’s property for any reason in connection with this Agreement, the Independent Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Independent Contractor, and any subcontractor used by the Independent Contractor in connection with this Agreement, shall carry Workmen’s Compensation and Employees’ Liability Insurance to cover the Independent Contractor’s and any subcontractor’s legal liability on account of accidents to their employees. The Independent Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Independent Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Independent Contractor and any subcontractor on account of
accidents arising out of the operations of the Contractor or any subcontractor and
resulting in bodily injury, including death, being sustained by any person or persons, or in
any damage to property. At the County's request, the Independent Contractor shall
furnish to the County certificates from the Independent Contractor's insurers showing
such coverage in effect and agreeing to give the County ten (10) days' prior written
notice of cancellation of the coverage. Independent Contractor shall provide property
insurance in an amount satisfactory to the County for all property purchased with HOME
Program Funds naming the County as co-insured. Independent Contractor shall provide
Certificate of Insurance to County.

9.3 Obligation to Verify Insurance
The County shall be under no obligation to insure that the Independent Contractor, or any
subcontractor, complies with the insurance requirements of this Agreement, and the
Independent Contractor agrees to assume all liability arising from its, or its
subcontractor's failure, to acquire and/or maintain adequate insurance to cover its
operations and business. Independent Contractor further agrees to indemnify and hold
harmless the County for any claims arising from the Independent Contractor's, or any
subcontractor's, failure to acquire and/or maintain adequate insurance.

9.4 Risk Management Requirement
When operating on the property of the County, the Independent Contractor shall abide by
the County's applicable Risk Management requirements, as may be provided from time
to time by the County.

10. Non-Exclusivity

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

11. Waiver

County's waiver of Independent Contractor's breach of any provision, term or condition
contained in this Agreement, shall not be deemed to be a waiver of such provision, term
or condition or any subsequent breach of the same or any other provision contained in
this Agreement unless it is in writing. No waiver or waivers shall serve to establish a
course of performance between the Parties contradictory to the terms of this agreement.

12. Assignment

Independent Contractor shall not assign or subcontract the whole or any part of this
Agreement without County's prior written consent. Independent Contractor may enter
into contracts for necessary assistance in completing the tasks to be performed under this
Agreement. However, such contracts shall be in accordance with applicable law and
regulations; further, Independent Contractor shall be responsible for the work performed
by such contractors and for all expenditures made under such contracts. Any such
contracts must be approved in writing by the County prior to incurring any cost for
services.
13. **Compliance with Laws, Rules and Regulations**

Independent Contractor shall comply with all federal, state and municipal laws, rules and regulations applicable to the HOME Program which is the subject of the Agreement, including, but not limited to, the following:

a) **Section 3 Compliance.** Independent Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, a copy of which is attached hereto as Exhibit "C" and is incorporated as a part of this Agreement by Reference. Independent Contractor shall include the provisions for Section 3 compliance in each agreement for services with a contractor. Further, Independent Contractor shall comply with the terms and conditions which are contained in the funding Agreements between the County and HUD, which funding Agreements are specifically agreed and understood by both parties hereto that Independent Contractor must comply with all applicable regulations of HUD. Georgia Behavioral shall maintain full and adequate records of compliance with all applicable laws, rules and regulations. Such records shall be open for inspection by the County and/or HUD or their authorized representatives. Section 3 reports showing activities and compliance should be submitted for review prior to or along with requests for reimbursement.

b) **Additional Federal requirements:**

This Agreement is subject to the provisions provided for in both the regulations for the HOME Program, 24 CFR part 92 and the CDBG Program, 24 CFR Part 570.

Independent Contractor understands that the use of HOME Funds provided by the County pursuant to this Agreement must comply with all of these regulations.

1. **Use of HOME Funds**
   HOME funds shall be used by Independent Contractor for the purposes and objectives stated in Section 1, Scope of Work/National objectives and Exhibit "A" of this Agreement, and for no other purpose(s).

2. **Rental housing assisted with HOME funds must meet the affordability requirements of 92.252 and 92.254, which are attached to this Agreement, if applicable.**

3. **Repayment/Program Income** The receipt and disposition by Independent Contractor of Repayments as defined in 24 CFR 92.503(b) shall be in accordance with provisions of 24 CFR 92.504(c)(3) which provides that all repayment interest and other return on the investment of HOME Funds shall be remitted by Independent Contractor to the County unless otherwise specified. Repayment shall be remitted to the County in accordance with the following procedure:

   i. Independent Contractor is to return to ECDD one hundred percent 100% of the program income (less expenses described below and the debt reserve), of the HOME funds it draws down under this
contract to construct. Independent Contractor shall return these funds on a house per house basis. The return of the funds shall be due immediately on the date of receipt when possible, but not later than ten (10) days after the receipt of program income or any sale of a house. The 100% of funds stated above shall include the total amount of program income less the debt reserve approved by ECDD (Exhibit "B").

(ii) Plus other pre-approved cost during the construction period. Expenses as stated above include: 1. any second mortgage notes, 2. approved closing cost, 3. developer fees, and 4. any other expenses approved by ECDD.

(iii) Any invoices for eligible expenses related to the development of a constructed house not previously submitted and/or paid by ECDD prior to the rental of that house, must be submitted to ECDD no later than 90 days after the lease is up of that house. Any requests not received within the 90 day period will no longer be eligible for payment under this contract.

(4) Independent Contractor shall comply with Project Requirements of Subpart F or 224 CFR 92 as applicable in accordance with the type of project assisted.

(i) 92.250 Maximum per unit subsidy.

(ii) 92.251 property standards. The County’s Minimum Property Rehabilitation Standards are the standards for all activities involving rehabilitation.

(iii) 92.252 Concerning rental housing is applicable.

(iv) 92.253 Tenant and participant protection.

(v) 92.254 Qualifications as affordable housing for homeownership.

(vi) 92.255 Mixed-income project.

(vii) 952.256 Mixed-use project.

(viii) 92.257 Religious organizations.

(ix) 92.258 Limitations on the use of HOME Funds with FHA mortgage insurance.

(5) Independent Contractor and ECDD shall require that the owners of all rental housing assisted with HOME Funds maintain said rental housing in compliance with applicable Housing Quality Standards and the County’s
housing code requirements for the duration of this agreement. This agreement will span from the closing date for 20 years.

(6) Independent Contractor shall comply with the affirmative marketing procedures set forth in 24 CFR 92.351.

(7) Independent Contractor shall not request disbursements of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

(8) Independent Contractor shall maintain records and submit reports to the County as required by CFR 92.508 and as may be required by the County.

(9) All written agreements between Independent Contractor and third-parties for HOME Program assistance or utilizing HOME Program Funds must specify that the agreement will remain in effect for the period of affordability required by the County and as required under 24 CFR 92.252 and 92.254. (20 year affordability period)

(10) Uniform Administrative Requirements. Independent Contractor shall comply with applicable uniform administrative requirements, as set forth in 24 CFR 92.505(b). 92.505(B) provide for compliance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations; and Attachments B,F, H, paragraph 2; and O to OMB Circular A-110.

(11) Other program requirements. Independent Contractor shall carry out each activity in compliance with all Federal laws and regulations described in Subpart H of 24 CFR 92, except that:

(i) Independent Contractor does not assume the County's environmental responsibilities of 24 CFR 92.352; and

(ii) Independent Contractor does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

Furthermore, Subpart H provides that the HOME Program shall be conducted in accordance with the provisions of:

(i) 92.350 Equal Opportunity and Fair Housing.

(ii) 92.351 Affirmative marketing.

(iii) 92.353 Displacement, relocation and acquisition. Provided, however, the County expressly prohibits the use of HOME Funds assistance for a dwelling unit that will cause an expenditure for displacement or relocation.

(iii) 92.354 Labor.
(v) 92.355 Lead-based Paint.
(vi) 92.356 Conflict of Interest
(vii) 92.357 Debarment or suspension.
(viii) 92.358 Flood Insurance
(ix) 92.350 Executive Order 12372.

(12) Reversion of assets. Upon the expiration or termination of this
Agreement, Independent Contractor shall transfer to the County: any
HOME Funds on hand at the time of expiration, any accounts receivable
attributable to the use of HOME Funds, and any real property under
Independent Contractor's control that was acquired or improved in whole
or in part with HOME Funds.

(13) Revenue. Subject to concurrence by the County and U.S. Department of
Housing and Urban Development, Independent Contractor shall be
entitled to retain rent proceeds to maintain the maintenance reserve for the
completed projects, developed or owned by Independent Contractor.

14. Reports and Audits

Independent Contractor shall furnish to County all reports required by the United States
Department of Housing and Urban Development and such additional reports as may be
necessary to comply with all applicable laws, regulations, guidelines and conditions
specified in the funding contracts referred to in Section 6 above; and further, Independent
Contractor shall provide any other reports deemed reasonably necessary by County.

County, the Federal Grant agency or the Comptroller General of the United States or any
of their duly authorized representatives shall at all times have the right and option to
monitor, inspect, audit and review Independent Contractor's performance and operation
of the HOME program to be performed under this Agreement; and in connection
therewith, all of the above mentioned entities shall have the right to inspect any and all
records, books, documents, or papers of Independent Contractor and the contractors of
Independent Contractor, for the purpose of making audit examinations, excerpts are
transcriptions. A project status report, in the form approved by the County, shall be
submitted to the County for review by the close of business on the tenth (10th) calendar
day of each month during the duration of this agreement. Independent Contractor shall
provide an independent audit of HOME activities and funds once a year during the
duration of this Agreement. Said audit shall be conducted in accordance with 24 CFR 44
and OMB Circular A-133.

15. Documentation Necessary for Required Assurances
Independent Contractor shall develop and maintain documentation necessary to assure compliance with the provisions of the National Affordable Housing Act of 1990, and any amendments thereto, and shall provide such documentation and certification as may be needed to the Mayor, and the County Administration of the County, to execute assurance of such compliance. In addition, Independent Contractor will furnish such information and maintain such records as may be needed to enable both Independent Contractor and the County to meet the requirements of the National Environmental Policy Act and the Clean Air Act, along with such regulations as may be adopted in connection therewith by the Environmental Protection Agency, the State of Georgia, or the County. If an audit finding(s) is not resolved by the end of the three (3) year period, the records shall be retained until the finding(s) is resolved.

16. Preparation of the Home Investment Partnership Program (HOME) Grant Application

The County shall be responsible for the preparation of the formal application to the United States Department of Housing and Urban Development for HOME Grant Funds. When requested by County, Independent Contractor shall supply to County information necessary for the completion of such application.

17. Compliance with County Policy Statements

County policy statements applicable to the County’s HOME Program are attached hereto and labeled as Exhibit “D” and are made a part of this Agreement by reference.

18. Citizen Participation

County will take such actions as may be necessary or appropriate to ensure ongoing citizen participation in the subject HOME Program as required by applicable law, regulations, guidelines and County policy statements.

19. Conflict of Interest

No member, officer, or employee of the County, or its designees or agents, no member or the governing body of the County in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

20. Force Majeure

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

21. **Applicable Law**

This Agreement shall be governed by the laws of the State of Georgia, and the Parties agree that venue for any dispute arising from this Agreement shall be in any state or federal court of competent jurisdiction in Macon-Bibb County, Georgia.

22. **Publicity**

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

23. **Time is of the Essence**

Time is of the essence with regard to performance of any services under this Agreement, unless the Parties agree otherwise in writing.

24. **Ownership**

All ideas, plans, improvements, or inventions developed by Independent Contractor during the term of this Agreement shall belong to the County.

25. **Certain Rules of Interpretation**

Except where the context or use otherwise requires, words importing the singular number shall include the plural number and vice versa, and the masculine, the feminine and the neutral shall include all genders. Reference to Section number shall be construed to be a reference to the designated Section number of this Agreement unless the context or use clearly indicates another or different meaning or intent.

26. **Titles, Captions and Headings**

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

This Agreement may be executed in separate counterparts. The Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement.

28. **Amendment**

This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.

29. **Exhibits**

All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

30. **Severability**

If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision.

31. **Entire Agreement**

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between County and Independent Contractor and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. County and Independent Contractor 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 in use 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.

32. **Disputes**

Pending resolution of any dispute hereunder, the Independent Contractor shall proceed diligently with the performance of work in accordance with the County's direction.

33. **Equal Employment Opportunity**

During the performance of this agreement, the Independent Contractor agrees as
follows:

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

The Independent Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO Clause.

(b) The Independent Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Independent Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability or political affiliation.

(c) The Independent Contractor shall send to each labor union or representative or workers with which the Independent Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the contractor's commitments under the city's equal employment opportunity ordinance and other city code or ordinance and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Independent Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

(d) The Independent Contractor shall furnish all information and reports required by the contract compliance officer and shall permit access to the books, records, and accounts of the contractor during normal business hours by the contract compliance officer so as to ascertain compliance with the Equal Employment Opportunity Ordinance.

(e) The Independent Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraph (a) through (h) herein, including penalties and sanctions for noncompliance.

(f) The Independent Contractor and its subcontractors, if any, shall file
compliance reports at reasonable times and intervals with the city in the
form and to the extent prescribed by the contract compliance officer.
Compliance reports filed at such times directed shall contain information as
to employment practices, policies, programs, and statistics of the contractor
and its subcontractors

(g) The Independent Contractor shall, specifically or by reference, include the
provisions of paragraphs (a) through (h) of the equal opportunity clause in
every subcontract or purchase order so that such provisions will be binding
upon each subcontractor or vendor.

(h) A finding, as hereinafter provided, that a refusal by the Independent
Contractor or subcontractor to comply with any portions of this program as
herein provided and described, may subject the offending party to the penalties:

(1) Withholding from the contractor in violation all future payments
under the involved contract until it is determined that the contractor or
subcontractor is in compliance with the provisions of the contract;

(2) Refusal of all future bids for any contract with Macon-Bibb County
or any of its departments or divisions until such time as the contractor
or subcontractor demonstrates that there has been established and
there shall be carried out all of the provisions of the program as
provided herein;

(3) Cancellation of the public contract;

(4) In a case in which there is substantial or material violation of the
compliance procedure herein set forth or as may be provided for by
the contract, appropriate proceedings may be brought to enforce
those provisions, including the enjoining, within applicable law, of
contractors, subcontractors or other organizations, individuals or
groups who prevent or seek to prevent directly or indirectly
compliance with the policy as herein provided.

1. Affirmative Action Program

Independent Contractor shall provide the Buyer with a copy of its
Affirmative Action Program. For the purposes of this Section, Affirmative
Action Program means a written, results-oriented program meeting the
requirements of Macon-Bibb County ordinances, city or county rules
adopted pursuant to this ordinance, and other applicable regulations, designed
to ensure that a contractor makes a good faith effort to employ women and
minorities at all levels of employment in the contractor’s or subcontractor’s
business, and to treat employees equally without regard to their status as a
woman or as a minority. An affirmative action program will include, but not be limited to, the following aspects of employment pertaining to women and minorities:

(a) Hiring
(b) Upgrading
(c) Promotion
(d) Transfer
(e) Layoff
(f) Termination
(g) Rates of pay and other forms of compensation
(h) Training programs and selection for training, apprenticeship
(i) Recruitment advertising, recruitment efforts
(j) Employment goals
(k) Written plan to achieve those goals with timetables

2. Insurance Requirements

(a) Commercial General Liability Insurance Policy ("CGL"). Independent Contractor agrees to procure and maintain a CGL covering bodily and personal injury and property damage. This policy shall name the County and its officers and employees as additional insured. This policy must be on an occurrence basis and must have separate aggregate limits per project. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the limits noted below. The policy must have the following minimum limits:

$1,000,000.00 per occurrence

$2,000,000.00 general aggregate.

(b) Business Automobile Liability Insurance ("BAP").

(c) Independent Contractor agrees to procure and maintain a BAP with
liability limits of not less than $1,000,000.00, covering any owned, non-
owned, or hired motor vehicles. Excess liability coverage may be used in
combination with the base policy to obtain these limits. This policy shall
name the County and its officers and employees as additional insured.

(d) Workers' Compensation Insurance. Independent Contractor agrees to
procure workers' compensation coverage in accordance with the statutory
limits as established by Georgia law.

(e) Professional Liability. Independent Contractor agrees to procure and
maintain a Professional Liability or Engineering Errors and Omissions
policy with liability limits of not less than $1,000,000.00.

(f) Evidence of Insurance and General Terms. Independent Contractor
shall provide County with certificates of insurance evidencing the
insurance required above, and satisfactory to the County, prior to
commencing work under this Agreement. Each insurance policy required
above shall be issued by a company licensed by the Insurance
Commissioner of the State of Georgia to transact the business of insurance
in the State of Georgia for the applicable line of insurance
and shall be an insurer with a Best Policyholders Rating of "A" or
better and with a financial size rating of Class V or larger. At the County's
request, Georgia Behavioral shall furnish to the County certificates from
Georgia Behavioral's insurers showing such coverage in effect and agreeing
to give the County ten (10) days prior written notice of cancellation of the
coverage.

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

(h) When operating on the property of the County, Georgia Behavioral shall
abide by the County's applicable Risk Management requirements, as may
be provided from time to time by the County.

3. Verifications

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

(b) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the County entering into this Agreement, the affidavits attached hereto as Exhibit "B-2" shall be executed and adhered to by Independent Contractor and its subcontractors and sub-subcontractors, if any.

34. **Hold Harmless Clause**

Georgia Behavioral hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees, (collectively, "Releases"), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damages and attorneys' fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Georgia Behavioral, its agents, employees, subcontractors, or others working at the direction or on behalf of Georgia Behavioral. Georgia Behavioral's obligation to indemnify any Releases shall survive the expiration or termination of this Agreement by either Party for any reason.

35. **Termination**

[24 CFR 92.504(C) (13)] contains provisions for the enforcement of this Agreement. In accordance with 24 CFR 85.43, this Agreement may be suspended or terminated prior to the expiration of the term by unanimous written Agreement by the parties to this Agreement. The County may also unilaterally terminate or suspend this Agreement, in whole or in part, upon ten (10) days' written notice from the County to Georgia Behavioral for the following reasons:

a) Failure to perform the services set forth in the Scope of Services and requirement's incident thereto.

b) Failure to comply with the provisions of this Agreement.

c) Making unauthorized or improper use of funds provided under this Agreement.

d) Submission of an application, report or other documents pertaining to this Agreement which contains misrepresentation of any material aspect.

e) The carrying out of the tasks to be performed or the objective of the Agreement is rendered improvable, unfeasible, impossible or illegal.
9) Failure of the U.S. Department of Housing and Urban Development (HUD) to make funds available or if HUD suspends funds for any reason.

g) Upon the determination of the County that the Agreement be suspended or terminated, without cause.

h) For the convenience of the County in accordance with 24 CFR 85.44. Termination or suspension shall not affect otherwise valid and allowable obligations incurred in good faith prior to receipt of a notice of termination or suspension.

36. **Compliance with Guidelines Recommended by the Economic and Community Development Department and Approved by the County**

It is expressly understood between the County and Georgia Behavioral that: Georgia Behavioral may not make change orders, which would require an increase in the proceeds, provided in this Agreement. Requests for additional funds must be made in a new application and reviewed in accordance with normal HOME Program selection procedures.

37. **Georgia Behavioral Shall Execute a Lobbying Certification (Exhibit “E”? annually as an inclusion in this Document.**

38. **Budgets**

It is expressly understood by Georgia Behavioral that budgets shall not be exceeded in any case. Georgia Behavioral may request consideration of budget revisions by the County. Every request for revision must be submitted in writing. Repayment of HOME investment funds (Program Income) shall not be considered by Georgia Behavioral as increasing budget capital County unless approval has been sought and received in writing from the County.

Except where the context or use otherwise requires, words importing the singular number shall include the plural number and vice versa, and the masculine, the feminine and the neutral shall include all genders. Reference to a Section number shall be construed to be a reference to the designated Section number of this Agreement unless the context or use clearly indicates another or different meaning or intent.

39. **Miscellaneous**

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors and assigns, all jointly and severally under the terms of this Agreement. Georgia Behavioral states that it possesses experience, know-how, and ability in conducting and performing the program which is the subject of this Agreement and agrees to use such experience, know-how and ability in its prosecution and completion of this Agreement for the benefit of County. Georgia Behavioral agrees to
put forth its best efforts on behalf of the County herein and promises to adhere to good
business and professional practices in its prosecution and completion of this Agreement.

All references herein to statutes, ordinances, codes and regulations shall include any
amendments thereto adopted or put into effect during the duration of this Agreement.

WHEREFORE, the Parties, having read and understood the terms of this
agreement, do hereby agree to such terms by execution of their signatures below.

GEORGIA BEHAVIORAL HEALTH SERVICES, INC.

By: ____________________________ Date
    Shannon T. Harvey, CEO

Attested: __________________________ Date
          Priscilla G. Doster, Secretary

COUNTY:

MACON-BIBB COUNTY

By: ____________________________ Date
    Robert A.B. Reichert, Mayor

Attested: __________________________ Date
          Shelia Thurmond, County Clerk

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT:

By: ____________________________ Date
    Wanzina Jackson, Director

Attested: __________________________ Date
          Notary Public
EXHIBIT "A"

The ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT (ECDD) agrees to provide up to Five Hundred-Fifty Thousand Dollars & No Cents ($550,000) of HOME Investment Partnership Program funds to GEORGIA BEHAVIORAL HEALTH SERVICES, INC. (GBHS) to construct two (2) sustainable group homes, in the Bartlett Crossing Neighborhood (1224 Earnest Street and 2960 Ellis S Senior Street).

Actual project sites, houses, construction time tables, funding amounts, etc. will be specified in EXHIBIT "B". Each new project added under EXHIBIT "B" must be reviewed and approved by the Director of the Economic and Community Development Department.

1. ECDD must approve the plans and specifications for each project before work is begun and funds are released. Construction payments will be released to GBHS in accordance with a payment schedule outlined in a construction contract between GBHS and the Contractor.

2. GBHS will provide the lots on which homes are to be built.

3. With ECDD approval, GBHS may use HOME funds:
   a. To help pay the development costs as outlined below in item 5.
   b. As permanent financing (second mortgage loans) for qualified home buyers as outlined in item 6.
   c. As the source of funds from which a project developers fee will be paid as outlined in item 7.

   a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT-B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.
   b. GBHS will provide construction management for the project to ensure that construction work is being carried out in accordance with plans and specs, and on time.
   c. GBHS must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each house, GBHS must also collect a Certificate of Occupancy from the contractor that has been issued by Inspection and Fees.
   d. GBHS must collect progress and final lien releases from the contractor, subcontractors and material suppliers prior to making a payment to a contractor.
   e. ECDD may continually inspect each house for contract compliance and to determine the percent of completion prior to honoring a draw request and releasing payment. ECDD may elect to make up to five (5) payments per house. ECDD may choose not to release payments if the work being performed is not of acceptable quality to ECDD and if the house is not being built in accordance with plans and specifications, or on schedule.
6. Project Developer Fees

a. GBHS can draw down up to $8,000 per house of these HOME funds to pay itself a project developers' fee. Drawdowns are to be requested at the milestones listed below:

1) $1,000.00 when plans have been approved by ECDD and GBHS has entered into a contract with a contractor to build a house;

2) $2,000.00 when construction is 50% complete;

3) $4,000.00 when construction is 100% complete; and

4) $1,000.00 at completion.
## EXHIBIT “B”

### TOTAL DEVELOPMENT COSTS (TDC)

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>GROUP HOME PLAN A</th>
<th>GROUP HOME PLAN B</th>
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<tr>
<td><strong>PROJECT COST BREAKDOWN</strong></td>
<td>$19,506</td>
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<td>SITE PREPARATIONS</td>
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<td>LANDSCAPING</td>
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<td>CONCRETE</td>
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<td>MASONRY</td>
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<td>CARPENTRY</td>
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<td>ROOFING &amp; EXTERIOR SLIDING</td>
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<td>LEGAL, &amp; TITLE, RECORDING FEES</td>
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<td>ENVIRONMENTAL STUDIES</td>
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<td><strong>TOTAL DEVELOPMENT COSTS</strong></td>
<td>$253,941</td>
<td>$252,510</td>
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</table>
EXHIBIT "B"

SITE MAPPING INFORMATION

1216 ERNEST, 1224 ERNEST STREET, AND 2960 ELLIS S. EVANS SR. STREET
BLOCK 1006, BLOCK GROUP 1, CENSUS TRACT 123, BIBB COUNTY, GEORGIA
EXHIBIT "B"

ELEVATIONS
2960 ELLIS S. EVANS SR. STREET
EXHIBIT "B"

SCHEDULE OF COMPLETION

1) Begin construction on the first two (2) houses by ____________, 2014, at the latest.

2) Complete construction on the first two (2) houses by ____________, 2015, at the latest.

3) Complete construction of all houses under this contract within twelve (12) months of the contract date.
EXHIBIT “C”

SECTION 3 COMPLIANCE

In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, Georgia Behavioral Health Services, Inc. (GBHS) hereby gives notice that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex be denied employment and further assurance is also given that GBHS will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight on the job location, for the benefit of interested parties and all subcontractors will be notified of the policy provisions. All Equal Opportunity Posters will be displayed as required.

GBHS’s Executive Director has been appointed as the Equal Employment Opportunity Officer for the project to coordinate project efforts, to advise and assist key personnel and staff, and officially serve as focal point for complaints with regard to Section 3 Compliance, etc.

Furthermore, Section 3 requirements and language will be in each contract bid and/or proposal for work on this project. The project will require Section 3 and Executive Order 1124 Compliance by covered contractors.

UTILIZING LOWER INCOME RESIDENTS:

To the maximum extent feasible, GBHS and any contractors will use lower income residents as trainees and workers (if qualified) to complete the work of this project. Special outreach efforts will be made to various public and private recruitment sources. Special emphasis will be made to recruit minorities and women in the project area. GBHS and all contractors will determine by craft the approximate manpower needs to complete the project. These manpower needs will be made known to the above recruitment sources. Racial mix of the total workforce will, to the extent possible reflects the racial mix in the project area.

PROMOTION, DEMOTION, PAY RATES, LAYOFFS, ETC:

All personnel actions of GBHS shall be made on a non-discriminatory basis without regard to race, color, national origin, age, familial status, handicap or sex. GBHS will inform each contractor of these affirmative requirements and insure compliance.

135.20 Assurance of Compliance Regulations

(a) Every contract or agreement for a grant, loan, subsidy, or other direct financial assistance in aid of housing, urban planning, development, redevelopment, or renewal, public or community facilities, and new community development, entered into by the Department of Housing and Urban Development with respect to a section 3 covered project shall contain provisions requiring the applicant or recipient to carry out the provisions of Section 3, the regulations set forth in this part, and any applicable rules and orders of the Department issued thereunder prior to approval of its application for assistance for a Section 3 covered project.
(b) Every applicant, recipient, contracting party contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause referred to as a Section 3 clause:

A) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.

B) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to the contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C) GBHS will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D) GBHS will include this Section 3 clause in every contract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the contractor is in violation of regulations issued by the Secretary of Housing and Urban development, 24 CFR 135. GBHS will not contract with any contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any contract unless the contractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon this applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.
F) Where competitive bids are solicited for contracts, the bidders shall submit their utilization goals, and their affirmative action plans for accomplishing their goals, and GBHS in evaluating each bid, to determine its responsiveness, shall carefully evaluate the bidders submission to determine whether the affirmative action plan proposed will accomplish the stated goals.

RECORDS AND REPORTS:

GBHS will submit all reports required in a timely fashion.

GBHS shall also assure that all contractors submit required reports as needed.

Title: __________________________
EXHIBIT "D"

COUNTY POLICY STATEMENTS
FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT
AND
HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)

A) Procurement Standards:

1) All procurement transactions regardless of whether negotiated or advertised and with regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition consistent with the Cost Principles for Nonprofit Organizations, OMB Circular A-122 and such other standards as may be incorporated in this Agreement by the County.

2) Positive efforts shall be made by GBHS to utilize small business and minority-owned business sources of supplies and service.

3) An inventory of all articles purchased over $300 or which are considered equipment shall be appropriately tagged by GBHS and recorded on an inventory as federal property. A copy of the inventory shall be kept up to date and submitted to the Economic and Community Development Department (ECDD) Special Projects staff upon reasonable request, especially when changes occur.

4) All loss, damage, or theft of equipment, supplies or property purchased with CDBG or HOME Program monies shall be investigated and fully documented by the Macon-Bibb County Sheriff's Office. A copy of this report is to be forwarded within ten (10) days to ECDD and items lost due to theft removed from the inventory list.

B) Program Income: 24CFR 570.504 (C) and 24 CFR 92.504 (C) (3) provide that this Agreement shall specify whether program income is to be returned to the County or retained by GBHS.

In accordance with the provision, all program income or repayment, earned during the grant period shall be returned to the County. The County shall decide whether such program income or repayment of investment will be:

1) Added to CDBG Funds or HOME Funds committed to the project by GBHS and used to further eligible program objectives; or.

2) Deducted from the total project cost for the purpose of determining the net costs on which Federal share of costs will be based, and drawdown requests made.

All program income or repayment earned in whole or in part with CDBG Funds or Home Funds shall be reported monthly on the Financial Status
Reports. Project income or repayment of investment shall be returned to the County for deposit in accordance with paragraph 6.b.(3) above.

GBHS may submit a written request for use of the program income or repayment returned to the County along with a proposed revision budget. The request shall identify specific activities for which the funds would be used. The County will consider such requests in light of its responsibilities for meeting specified national objectives and maintaining mandated spending ratios. Due to the procedural requirements of the County, its responsibilities under State law, and to prevent undue burdening, response to such requests may be delayed.

Funds shall not be used for expenditures that are not contained in an approved budget. Expenditures for program activities using program income or fund repayment shall be reported expended as federal dollars. Neither program income nor fund repayment shall be considered by the Contractor as an automatic increase in budget capital.

C) Federal Audits Records

1) GBHS shall employ those management techniques necessary to insure adequate and proper fiscal accountability of all Community Development Block Grant (CDBG) Funds and Home Funds received and disbursed. This may include, but not be limited to, separate ledgers for CDBG and HOME Program Funds and/or a separate bank account with ledger documentation.

2) A record of all CDBG and HOME program expenditures including payroll, purchase vouchers and claims, etc. shall be kept on file by GBHS and retained for a three (3) year period for federal audit or for the period of time as required by applicable program regulations, whichever is longer.

3) All quarterly programmatic progress reports shall be retained by GBHS for a three (3) year period for audit purposes or for the period of time as required by program regulations, whichever is longer.

4) Expenditures by GBHS prior to the term of this Agreement shall not be eligible expenditures under CDBG or HOME Program Funding.

5) GBHS shall submit to the County a copy of any audit reports pertaining to the use of CDBG or HOME Program Funds.

6) Non-profit GBHS, must comply with the independent audit provisions of A-133 if applicable.

D) CDBG and HOME Program Funding Drawdown Procedure

HUD Issuance’s 1900.23, Letter of Credit Procedures - Treasury Regional Disbursing Office System, January 1975, Chapter 2, Paragraph 3A provides as follows:
“Cash advances to the recipient organization shall be limited to the minimum amount needed and shall be times to be in accord only with the actual, immediate cash requirements of the recipient organization in carrying out the purpose of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursement by the recipient organization for direct program cost, and the proportionate share of any allowable indirect cost.”

Requests by GBHS for Home Program Funds shall be based on actual need rather than 1/12th of the total allocation or similar formulas, and shall be due into the CDBG staff ten (10) working days prior to the expected receipt of actual funds.

Monthly Financial Status Reports for the previous month shall be submitted by the tenth (10th) calendar day of each month.

HOME program drawdown procedures are more complicated due to requirements for a formal project set-up in the Cash Management System (CM/I), formal drawdown request forms and project completion reports. All such requirements must be met by GBHS and shall be arranged in advance with County staff at ECDD.

E) Personnel Changes:

By-laws, personnel policies, pay scales and internal operating procedures of GBHS shall be the responsibility of and determined by its Board of Directors in accordance with applicable law and regulations. Copies of such personnel policies, by-law, pay scales and internal operating procedures, along with any changes in connection therewith, shall be furnished to the County for its review and comment.

F) The County program administration staff shall be furnished copies of all licenses and certifications of Public Liability Insurance for all Community Development Block Grant Programs and Home Programs within two (2) weeks after the execution of this Agreement.
EXHIBIT "E"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all shall certify and disclose accordingly.

By: __________________________
    Executive Director

Date: _________________________

ATTEST:

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on_____, 201____ in_________(city), __________(state).

Signature of Authorized Office or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE DAY OF_____, 201____.

Notary Public

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on __________, 201_ in ___________ (city), ___________ (state).

Signature of Authorized Office or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE __ DAY OF ___________, 201_.

Notary Public

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

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

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on ________ 201

in ____________________________ (city), ____________________________ (state).

Signature of Authorized Office or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF _______ 201.

Notary Public

My Commission Expires:
Routing/File Form

Purpose: A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO PROVIDE $450,000.00 TO HUNT SCHOOL PARTNERS, LP, UPON RECEIPT OF AN ALLOCATION OF LOW INCOME HOUSING CREDITS FROM THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND CLOSING OF ACQUISITION OF THE FORMER HENRY A. HUNT ELEMENTARY SCHOOL PROPERTY; AND FOR OTHER PURPOSES.

Annual Cost: ______________________

Total Contract Amount: ______________________

Administering Department or Officer: ______________________

Contractor(s): ______________________

Contract Start Date: ______________________ Contract End Date: ______________________

Funding Source(s): ______________________ N/A ______________________

Automatic Renewals: yes no

Number of Renewals: ______________________ Final Expiration Date: ______________________

Reviewed By: ______________________

Assistant County Attorney
County Attorney
Department Head
Finance Director
County Manager
Mayor
Clerk of Commission
Grants Director

Commission Approval (if applicable) ______________________

Additional comments, instructions, etc.: ______________________

ALL FULLY-EXECUTED CONTRACTS ARE TO BE PLACED ON FILE IN THE CLERK OF COMMISSION'S OFFICE AS SOON AS POSSIBLE AFTER EXECUTION.
SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO PROVIDE $450,000.00 TO HUNT SCHOOL PARTNERS, LP, UPON RECEIPT OF AN ALLOCATION OF LOW INCOME HOUSING CREDITS FROM THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND CLOSING OF ACQUISITION OF THE FORMER HENRY A. HUNT ELEMENTARY SCHOOL PROPERTY; AND FOR OTHER PURPOSES.

WHEREAS, Hunt School Partners, LP, 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 the former Henry A. Hunt Elementary School so as to provide approximately sixty (60) housing units for elderly persons; and

WHEREAS, Hunt School Partners, LP, will apply with the Georgia Department of Community Affairs for Low Income Housing Tax Credits; and

WHEREAS, Hunt School Partners, LP, is in the process of acquiring the former Henry A. Hunt Elementary School building has exceeded its useful life, is functionally obsolete, is currently vacant and has been surplus by the Macon-Bibb County Board of Education; and

WHEREAS, Hunt School Partners, LP’s proposed revitalization and rehabilitation plan will result in several improvements to the property and thereby benefit the surrounding community; and

WHEREAS, the Macon-Bibb County Commission has previously extended its support of 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, Hunt School Partners, LP, has expressed its desire that Macon-Bibb County provide $450,000.00 in financial support via a 20 year loan, for their proposed revitalization and rehabilitation plan which could be paid in two installments for FY ’16 and FY’17; and
WHEREAS, this commitment of funding is conditioned on Hunt School Partners, LP, receiving an allocation of Low Income Housing Tax Credits from the Georgia Department of Community Affairs and its successful closing on acquisition of the former Henry A. Hunt Elementary School building; 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 provide a 20 year loan in the amount of FOUR HUNDRED FIFTY THOUSAND and 00/100 DOLLARS ($450,000.00) to Hunt School Partners, LP, to be paid in two installments for FY '16 and FY '17 upon its receipt of Low Income Housing Tax Credits from the Georgia Department of Community Affairs and its successful closing on the acquisition of the Henry A. Hunt Elementary School building.

SO RESOLVED this _____ day of ______________, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST: SHELIA THURMOND, CLERK OF COMMISSION
Routing/File Form

Document Type: □ Contract □ Deed □ Ordinance □ Resolution □ Grant □ Other

(Check one of the above document types)

Purpose: A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO PROVIDE $650,000.00 OF IN-KIND SERVICES WITHIN A ONE-HALF MILE RADIUS OF A.L. MILLER HIGH SCHOOL WITHIN TWENTY-FOUR (24) MONTHS OF THE A.L. MILLER VILLAGE, LP'S RECEIPT OF AN ALLOCATION OF LOW INCOME HOUSING CREDITS FROM THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND CLOSING ON ACQUISITION OF THE A.L. MILLER HIGH SCHOOL BUILDING; AND FOR OTHER PURPOSES.

Annual Cost: _______________________

Total Contract Amount: _______________________

Administering Department or Officer: _______________________

Contractor(s): _______________________

Contract Start Date: ___________ Contract End Date: ___________

Funding Source(s): N/A

Automatic Renewals: yes no

Number of Renewals: ___________ Final Expiration Date: ___________

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Additional comments, instructions, etc.:

ALL FULLY-EXECUTED CONTRACTS ARE TO BE PLACED ON FILE IN THE CLERK OF COMMISSION'S OFFICE AS SOON AS POSSIBLE AFTER EXECUTION.
SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO PROVIDE $650,000.00 OF IN-KIND SERVICES WITHIN A ONE-HALF MILE RADIUS OF A.L. MILLER HIGH SCHOOL WITHIN TWENTY-FOUR (24) MONTHS OF THE A.L. MILLER VILLAGE, LP’S RECEIPT OF AN ALLOCATION OF LOW INCOME HOUSING CREDITS FROM THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND CLOSING ON ACQUISITION OF THE A.L. MILLER HIGH SCHOOL BUILDING; AND FOR OTHER PURPOSES.

WHEREAS, A.L. Miller Village, LP, 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 A.L. Miller High School so as to provide affordable rental housing in the community which will include apartments and nine (9) single family homes; and

WHEREAS, A.L. Miller Village, LP, will apply with the Georgia Department of Community Affairs for Low Income Housing Tax Credits; and

WHEREAS, A.L. Miller Village, LP, is in the process of acquiring the A.L. Miller High School building which is currently vacant and has been surplused by the Macon-Bibb County Board of Education; and

WHEREAS, A.L. Miller Village, LP’s proposed revitalization and rehabilitation plan will result in several improvements to the property and thereby benefit the surrounding community; and

WHEREAS, the Macon-Bibb County Commission has previously extended its support of this proposed project, and believes that the revitalization and rehabilitation of the A.L. Miller High School, as well as the eleven (11) acre site on which it stands, fulfills an important public purpose and a needed re-investment that benefits the future residents and the surrounding neighborhood, provides a substantial benefit to Macon-Bibb County and restores a historic building of great importance to the community; and

SALAWRES MACON-BIBB2014 Reichert Financial Support of A.L. Miller Village, LP – Committee Amendment
WHEREAS, A.L. Miller Village, LP, has expressed its desire that Macon-Bibb County provide $650,000.00 in financial support for their proposed revitalization and rehabilitation plan by allotting said funds for improvements in the community adjacent to and surrounding the A.L. Miller High School building and eleven (11) acre site on which it stands; and

WHEREAS, Macon-Bibb County has determined that it is in the community's best interest to commit to providing $650,000.00 of in-kind services to be comprised of in-kind services to be comprised of labor and materials for neighborhood revitalization projects, including, but not limited to: street and sidewalk replacement/repair, storm water system updates, repairs and enhancement, updated/additional street lights, acquisition and rehabilitation/demolition of dilapidated structures, expanded transit services, and additional tree canopy, green space and/or other environmental projects in the adjacent area and within a one-half mile radius of the A.L. Miller High School building; and

WHEREAS, this commitment of funding will occur within twenty-four (24) months of A.L. Miller Village, LP, receiving an allocation of Low Income Housing Tax Credits from the Georgia Department of Community Affairs and its successful closing on acquisition of the A.L. Miller High School building; 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 provide SIX HUNDRED FIFTY THOUSAND and 00/100 Dollars ($650,000.00) of in-kind services, as described herein, within a one-half mile radius of the A.L. Miller High School building and the eleven (11) acre site located at 2241 Montpelier Avenue in Macon-Bibb County, Georgia within twenty-four (24) months of A.L. Miller Village, LP’s receipt of Low Income Housing Tax Credits from the...
Georgia Department of Community Affairs and its successful closing on the acquisition of the A.L. Miller High School building.

SO RESOLVED this ___ day of ______________, 2014.

___________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:
SHEILA THURMOND, CLERK OF COMMISSION
**Routing/File Form**

**Document Type:**  □ Contract  □ Deed  □ Ordinance  X Resolution  □ Grant  □ Other  
*(Check one of the above document types)*

**PURPOSE:** A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MACON-BIBB COUNTY LAND BANK AUTHORITY FOR THE ACQUISITION, HOLDING, MAINTENANCE, AND CONVEYANCE OF TWO (2) PROPERTIES FOR FUTURE REDEVELOPMENT PURPOSES, WITH ONE (1) PROPERTY BEING LOCATED AT 3360 MERCER UNIVERSITY DRIVE, MACON, GEORGIA 31204 AND ONE (1) PROPERTY BEING LOCATED AT 3366 MERCER UNIVERSITY DRIVE, MACON, GEORGIA 31204, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT “A”; AND FOR OTHER PURPOSES.

**Annual Cost:** County will be responsible for actual costs and expenses associated with the acquisition, holding, maintenance, and conveyance of the properties

**Total Contract Amount:** Upon sale of properties, 8% of gross sales price

**Administering Department or Officer:** Mayor / Robert A.B. Reichert

**Contractor(s):** Macon-Bibb County Land Bank Authority, Inc.

**Contract Start Date:**

**Contract End Date:**

**Funding Source(s):**

**Automatic Renews:** YES  X NO

**Number of Renewals:** 0

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**Additional comments, instructions, etc.:**

ALL FULLY-EXECUTED CONTRACTS ARE TO BE PLACED ON FILE IN THE CLERK OF COMMISSION’S OFFICE AS SOON AS POSSIBLE AFTER EXECUTION.
A resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement with the Macon-Bibb County Land Bank Authority for the acquisition, holding, maintenance, and conveyance of two (2) properties for future redevelopment purposes, with one (1) property being located at 3360 Mercer University Drive, Macon, Georgia 31204 and one (1) property being located at 3366 Mercer University Drive, Macon, Georgia 31204, in substantially the same form as attached hereto as Exhibit "A"; and for other purposes.

WHEREAS, it is the mission of the Macon-Bibb County Land Bank Authority to acquire properties that are underutilized, tax delinquent, and/or a blighting influence on the community at large; and

WHEREAS, Macon-Bibb County has identified two (2) such properties, with one (1) being located at 3360 Mercer University Drive, Macon, Georgia 31204 and one (1) being located at 3366 Mercer University Drive, Macon, Georgia 31204; and

WHEREAS, Macon-Bibb County has initiated an in rem tax sale for each of the aforementioned properties; and

WHEREAS, Macon-Bibb County has requested that the Macon-Bibb Land Authority acquire the aforementioned properties at the in rem tax sale and subsequently market the properties to a developer for future redevelopment purposes; and

WHEREAS, the Macon-Bibb County Land Bank Authority has agreed to bid on the aforementioned properties at the in rem tax sale and has submitted a proposed Memo of Understanding regarding the terms of this agreement, attached hereto as Exhibit "A"; 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 the Macon-Bibb County Land Bank Authority for the acquisition, holding, maintenance, and conveyance of two (2) properties for future redevelopment purposes, with one (1) property being located at 3360 Mercer University Drive, Macon, Georgia 31204 and one (1)
property being located at 3366 Mercer University Drive, Macon, Georgia 31204 in substantially
the same form as attached hereto as Exhibit "A".

SO RESOLVED this ___ day of ________________, 2014.

By: ___________________________

   ROBERT A.B. REICHERT, Mayor

Attest: _________________________

   SHELIA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT
A
MEMORANDUM OF AGREEMENT

between

MACON-BIBB COUNTY

And

THE MACON-BIBB COUNTY LAND BANK AUTHORITY, INC.

for

Acquisition, Holding, Maintenance and Conveyance of Properties Located at 3360 and 3366 Mercer University Drive, Macon, GA

MAY ____, 2014
This MEMORANDUM OF AGREEMENT (hereinafter referred to as “Agreement”) by and among Macon-Bibb County (County) and the Macon-Bibb County Land Bank Authority, Inc. (LBA) (also referred to as “the Parties”) have entered into this agreement effective April ___, 2014.

WHEREAS, it is the mission of the LBA to acquire properties that are underutilized, tax delinquent and a blighting influence on the community at large; and

WHEREAS, the County has identified two properties located at 3360 and 3366 Mercer University Drive and has initiated an in rem tax sale against the subject properties; and

WHEREAS, the County has requested that the LBA acquire the properties at the in rem tax sales and subsequently convey the properties to a developer for future redevelopment purposes; and

WHEREAS, on April 11, 2014, the Board of Directors of the LBA agreed to the purchase of the properties at the in rem tax sales, subject to entering an agreement for the terms and conditions of the holding of the properties; and

WHEREAS, a purpose of this MOU is to advance the beneficial relationships between the Parties to carry out their respective responsibilities in an effective and efficient manner.

THEREFORE, in consideration of the foregoing premises, the Parties agree as follows:

1. The LBA agrees to the following:
   a. The LBA agrees to bid at the upcoming in rem tax sales to purchase the subject properties located at 3360 and 3366 Mercer University Drive, Macon, Georgia.
   b. If the LBA is the successful bidder at the tax sale, the LBA will hold and maintain the properties on behalf of the County for a period up to sixty (60) months. If the properties are not disposed of by the end of the holding term, the LBA will convey the subject properties to the County or its designee. At any time during this agreement, the LBA shall have the right, in its sole discretion, to request in
writing that the County or its designee accept a transfer of the properties from the LBA.

c. The LBA will seek to market the subject properties for future redevelopment by enlisting the services of a commercial real estate developer for the marketing and selling of the properties to prospective buyers.

d. Sale of the subject properties shall be subject to approval by the LBA.

2. The County agrees to the following:

a. The County agrees to pay for all actual costs and expenses associated with the acquisition, holding, maintenance and conveyance of the properties including but not limited to title reports, appraisals, purchase price, closing costs, insurance, postage costs, recording of legal documents, property maintenance, and marketing of the properties.

b. Upon the sale of the properties, the LBA shall retain or be paid eight percent (8%) of the gross sales price.

c. The County acknowledges that to the best of its knowledge there are no environmental hazards associated with the properties.

3. Compliance with applicable law. The County and the LBA shall comply with federal, state and local laws.

4. Indemnification of the LBA. The County shall defend, indemnify, and hold harmless the LBA, its officers, employees, agents, attorneys, consultants, and independent contractors except as to intentional wrongful acts and gross negligence, from and against all liabilities, special, incidental, consequential, punitive, and all other cost and expense (including reasonable attorney’s fees) arising out of or in connection with this MOA.
5. **Termination.** This agreement may be terminated by any party for any reason and shall be effective upon thirty (30) days written notice to the other Party. If this Agreement is terminated prior to disposition of the properties, LBA shall convey the subject properties to the County or its designee.

6. **Term.** If not terminated earlier in accordance with the preceding paragraph, the initial term of this Agreement shall be for five years beginning as of the date the LBA takes title to the subject properties.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the ____ day of May 2014.

---

**MACON-BIBB COUNTY**

**LAND BANK AUTHORITY, INC.**

Bert Blvins, III, Chairman

---

Attest:

(Seal)

(City Clerk)

---

**MACON-BIBB COUNTY**

Witness

Robert A.B. Reichert, Mayor

---

Witness
EXHIBIT "A"

LEGAL DESCRIPTIONS

3360 and 3366 Mercer University Drive

All that tract or parcel of land lying and being in the City of Macon, Bibb County, Georgia, and being known and designated at lots 4, 5, and 6, Block 1, Oglesby Place Subdivision, according to a plat thereof recorded in Plat Book 1, Page 201, retraced in Plat Book 10, Page 80, Clerk’s Office, Bibb Superior Court. Said Plat is incorporated herein for the purpose of a more complete and accurate description of the metes, bounds and dimensions of said property.

LESS and EXCEPT that portion of said property acquired by the Department of Transportation for the State of Georgia, under and by virtue of that certain ORDER AND JUDGEMENT rendered by George B. Culpepper, Judge of Superior Court, Macon Judicial District, a copy of which is of record in the Clerk’s Office of Bibb Superior Court.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MACON-BIBB COUNTY LAND BANK AUTHORITY FOR THE ACQUISITION, HOLDING, MAINTENANCE, AND CONVEYANCE OF TWO (2) PROPERTIES FOR FUTURE REDEVELOPMENT PURPOSES, WITH ONE (1) PROPERTY BEING LOCATED AT 3360 MERCER UNIVERSITY DRIVE, MACON, GEORGIA 31204 AND ONE (1) PROPERTY BEING LOCATED AT 3366 MERCER UNIVERSITY DRIVE, MACON, GEORGIA 31204, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

Referred to the Committee on ____________________________
Date: ____________________________

REPORT

Rendered ____________________________
and ____________________________

VOTE

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<td>Reichert</td>
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Total:
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT WITH CANA COMMUNICATIONS TO
PROVIDE AND INSTALL ACCESS CONTROL, SECURITY, AND VIDEO
SURVEILLANCE SYSTEMS FOR THE NEWLY RENOVATED BUILDING LOCATED
AT 455 WALNUT STREET, MACON, GEORGIA 31021 THAT WILL BE OCCUPIED BY
THE MACON-BIBB COUNTY TAX COMMISSIONER'S OFFICE, IN
SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A";
AND FOR OTHER PURPOSES.

WHEREAS, Cana Communications is an electronic equipment and system integration
service company based out of Kennesaw, Georgia; and

WHEREAS, Cana Communications is the current provider of the access control,
security, and video surveillance equipment currently in use in the majority of Macon-Bibb
County governmental properties; and

WHEREAS, renovation is nearing completion for the building located at 455 Walnut
Street, Macon, Georgia 31021 that will be occupied by the Macon-Bibb County Tax
Commissioner's Office; and

WHEREAS, allowing Cana Communications to install access control, security, and
video surveillance equipment in the newly renovated building will allow the security equipment
installed in the Tax Commissioner's Office to be connected to the centralized access control
data base system located in the Macon-Bibb County Courthouse; and

WHEREAS, the approximated cost for the equipment and installation services to be
provided by Cana Communications have been estimated at fifty-nine thousand seven hundred
and fifty-eight dollars ($59,758.00); and

WHEREAS, this amount has previously been budgeted for and included in the
construction costs associated with the renovation of the aforementioned property; 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 Cana Communications to provide and install access control, security, and
video surveillance systems for the newly renovated building located at 455 Walnut Street,
Macon, Georgia 31021 that will be occupied by the Macon-Bibb County Tax Commissioner’s Office.

SO RESOLVED this _____ day of __________________, 2014.

By: ______________________________
   ROBERT A.B. REICHERT, Mayor

Attest: ______________________________
   SHELIA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT A
Proposal to Provide and Install New Access Control, Security and Video Surveillance Systems

MaconBibb Tax Commissioners Building
455 Walnut Street
Macon, GA: 31021

March 17, 2014
This proposal is to provide and install "turnkey" access control, security and video surveillance systems for the MaconBibb County Tax Commissioners Office. This proposal takes into account that the access control system for the Tax Commissioners Building will be connected to the centralized access control database in the Bibb County Courthouse. We are recommending Honeywell Pro Watch Access Control, Honeywell Vista Security, Honeywell MaxPro NVR, and Honeywell 1080p OnVif compliant IP cameras as a basis for the design. Key components and installation requirements include:

**Access Control**

1. Controller to connect to main ACDB in the courthouse
2. Input Board
3. Reader Boards
4. Enclosures for Access Control
5. Power Supply for Access Control Enclosure
6. Daisy Chain Cable
7. Card Readers
8. Key Pads
9. Surge Protectors for access control
10. Wireless Panic System
11. wireless panic buttons
12. Automatic Request to Exit Devices
13. Request to Exit Buttons
14. 1000 foot reels of access control cable

All door hardware required for securing doors is included

2. Magnetic Locks for interior doors
5. Magnetic Locks for Egress doors
1. Power Supply for Lock Power
Security
1  Vista Security Alarm Panel
1  6160 Key Pad
2  sirens
2  Door Contacts
6  Motion Detectors
6  Glass Break Detectors
3  1000 foot reels of 22/4, and 22/2 Security Cable

Video Surveillance
9  1080p IP, Honeywell POE cameras
1  16 port POE Switch
1  16 port Honeywell NVR for IP Cameras
4  1000 foot reels of CAT6 Ethernet cable
1  Viewing software on to be installed one Bibb County issued and maintained computer
2  32 inch LED, 1080p TV’s with connectivity back to the NVR
18 Web Cameras for Monitoring Transactions

* Assuming that the drive through cameras can be re-used
1  analog DVR for drive through cameras
1  19 inch monitor for the analog DVR

Price  $59,758
About Cana

Founded in 1983, and based in Kennesaw, GA., Cana Communications is a leader in providing electronic equipment and system integration services. The company has the design, technical and management expertise to effectively and efficiently complete electronic system integration projects of any size and complexity. Our employees bring extensive training and years of experience to serve our clients during all phases of a project, from initial design to the routine maintenance and service required of any electronic system. The company’s technicians are NICET certified, factory trained and authorized to program, integrate, maintain and service the components of any system we design and install. We are recognized experts in enterprise level fire alarm, IP voice/data communications, IP security, IP sound and IP video distribution systems. With over 30 years of experience, we have the expertise to ensure all technology solutions meet customer specified and local code requirements.
## TAX COMMISSIONER'S OFFICE

**BTBB #13-013**

**rev. March 26, 2014**

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<tr>
<th>Construction Costs</th>
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<td>$667,584</td>
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<td>16,725 SF = $39.92 / SF</td>
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<td>Change Orders to-date</td>
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<td><strong>Total Construction Costs &amp; Fees</strong></td>
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<td>Environmental Remediation (Preston Testing)/(GEC)</td>
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<td>Furnishings (Wade McCord)</td>
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<td>Equipment (Wade McCord)*</td>
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<td><strong>Total Soft Costs</strong></td>
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**GRAND TOTAL**                                           | $1,216,429 |

*Construction Time - 3 to 4 months*