Tuesday, October 7, 2014
MACON-BIBB COUNTY COMMISSION MEETING SCHEDULE

4:00 P.M. PUBLIC FORUM on Age Limit To Enter Bars (Commission Chamber)
5:00 P.M. PRE-COMMISSION MEETING (Large Conference Room)
6:00 P.M. REGULAR COMMISSION MEETING (Commission Chamber)
Government Center
Tuesday, October 7, 2014
MACON-BIBB COUNTY PRE-COMMISSION MEETING

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

1. CALL TO ORDER
2. REVIEW AGENDA FOR TONIGHT’S COMMISSION MEETING
3. NEW BUSINESS

Subject: A. Resolution authorizing the acceptance of a Victims of Crime Act Assistance Grant in the amount of $54,049.00 from the Prosecuting Attorney’s Council of Georgia awarded to the Macon Judicial Circuit District Attorney’s Office

Meeting: Oct 7, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category: 3. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: The Committee of the Whole recommends approval

File Attachments:
- Res Accept Victims Crime Act Grant $54049.00 (part 1).pdf (2,607 KB)

Subject: B. Resolution authorizing the acceptance of a Victims of Crime Act Assistance Grant in the amount of $39,004.00 from the Prosecuting Attorneys Council of Georgia awarded to the Bibb County Solicitor General’s Office

Meeting: Oct 7, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category: 3. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: The Committee of the Whole recommends approval

File Attachments:
- Res Victims Crime Grant $39,004.00 (Part 1).pdf (2,816 KB)
- Res Victims Crime Grant $39,004.00 (Part 2).pdf (6,998 KB)
C. Resolution to authorize and approve the selection of State Court Probation as the provider of Probation Services for the Macon-Bibb County Magistrate Court

Meeting: Oct 7, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category: 3. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: The Committee of the Whole recommends approval

4. EXECUTIVE SESSION

A. Discussion or voting on: Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. 50-14-3(b)(1)(E)
Meeting: Oct 7, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category: 4. EXECUTIVE SESSION
Access: Public

B. Approval of Minutes of August 19, 2014 Executive Session
Meeting: Oct 7, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category: 4. EXECUTIVE SESSION
Access: Public

5. ADJOURNMENT
Tuesday, October 7, 2014
MACON-BIBB COUNTY COMMISSION REGULAR MEETING

6:00 P.M.
Commission Chamber
Government Center

1. CALL TO ORDER
2. PRAYER
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF MINUTES

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. Pre-Commission Meeting on September 16, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
</tr>
<tr>
<td>Category</td>
<td>4. APPROVAL OF MINUTES</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Minutes</td>
</tr>
</tbody>
</table>

File Attachments
9-16-2014 Pre Commission Meeting.pdf (278 KB)

<table>
<thead>
<tr>
<th>Subject</th>
<th>B. Regular Commission meeting on September 16, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
</tr>
<tr>
<td>Category</td>
<td>4. APPROVAL OF MINUTES</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Minutes</td>
</tr>
</tbody>
</table>

File Attachments
9-16-2014 Regular Commission Meeting.pdf (338 KB)

5. INVITED GUESTS

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. Chatham County Youth Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
</tr>
<tr>
<td>Category</td>
<td>5. INVITED GUESTS</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Recognition</td>
</tr>
</tbody>
</table>
6. PUBLIC COMMENTS ON AGENDA ITEMS

7. REPORTS FROM COMMITTEES

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. Operations and Finance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
</tr>
<tr>
<td>Category</td>
<td>7. REPORTS FROM COMMITTEES</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Report</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subject</th>
<th>B. Economic and Community Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
</tr>
<tr>
<td>Category</td>
<td>7. REPORTS FROM COMMITTEES</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Report</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subject</th>
<th>C. Public Safety</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
</tr>
<tr>
<td>Category</td>
<td>7. REPORTS FROM COMMITTEES</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Report</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subject</th>
<th>D. Facilities and Engineering</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
</tr>
<tr>
<td>Category</td>
<td>7. REPORTS FROM COMMITTEES</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Report</td>
</tr>
</tbody>
</table>

8. CONSENT AGENDA

| Subject                      | A. New alcoholic beverage license application for the following establishments: (1) Market Place - located at 2006 Vineville Avenue (2) Market Place - located at 1091 Clinton Road (3) Red Lobster #48 - located at 2077 Riverside Drive (4) Welcome - located at 815 Shurling Drive (5) Welcome - located at 6440 Houston Road (6) Family Corner - located at 4933 Sardis Church Road (7) Lizella Super Market - 3309 Holley Road (8) Star Food Mart - 4739 Houston Road (9) Pinebrook Package Store - 4448 Forsyth Road (10) Hooters of Macon - 112 Riverside Parkway |
| Meeting                      | Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING |
| Category                     | 8. CONSENT AGENDA                                  |
| Access                       | Public                                          |
| Type                         | Action (Consent)                                |
| Recommended Action           | Commission Approval                             |
9. OLD BUSINESS

Subject A. Resolution authorizing the Mayor to execute an agreement for the purchase of a 2015 Hybrid Vehicle and 2015 15-Passenger Van for use by the Fire Department in the amount of $53,493.12 to be paid from SPLOST Funds

Meeting Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category 9. OLD BUSINESS

Access Public

Type Action

Recommended Action The Operations and Finance Committee recommends approval.


Subject B. Resolution authorizing the Mayor to execute an agreement for the purchase of a 2015 Fire Investigator Vehicle and a 2015 SUV for use by the Fire Department in the amount of $62,750.00 to be paid from SPLOST Funds

Meeting Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category 9. OLD BUSINESS

Access Public

Type Action

Recommended Action The Operations and Finance Committee recommends approval.


Subject C. Ordinance to appropriate additional funds for the Board of Elections to implement Sunday Voting, contingent upon the Board of Elections approving said Sunday Voting for citizens

Meeting Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category 9. OLD BUSINESS

Access Public

Type Action

Recommended Action The Operations and Finance Committee recommends approval.
Subject: D. Resolution to adopt the Third Amendment to the Macon-Bibb County Pension Plan of 1968 to comply with IRS Notice 2014-19 relating to the Supreme Court Decision in the Windsor Case overturning the Defense of Marriage Act (DOMA)
Meeting: Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: The Operations and Finance Committee recommends approval.

Subject: E. Resolution authorizing the Mayor to execute an agreement with the Macon-Bibb County Land Bank Authority to acquire easements and right-of-ways adjacent to Log Cabin Drive for the purpose of construction projects
Meeting: Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: The Economic and Community Development Committee recommends approval.

Subject: F. Resolution proclaiming Saturday, November 15, 2014 as "America Recycles Day" in Macon-Bibb County, Georgia
Meeting: Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: The Economic and Community Development Committee recommends approval.
Subject: G. Resolution authorizing the acceptance of a Victims of Crime Act Assistance Grant in the amount of $54,049.00 from the Prosecuting Attorney's Council of Georgia Awarded to the Macon Judicial Circuit District Attorney's Office

Meeting: Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Ratify action of the Committee of the Whole

File Attachments:
- Res Accept Victims Crime Act Grant $54049.00 (part 1).pdf (2,607 KB)

Subject: H. Resolution authorizing the acceptance of a Victims of Crime Act Assistance Grant in the amount of $39,004.00 from the Prosecuting Attorneys Council of Georgia awarded to the Bibb County Solicitor General's Office

Meeting: Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Ratify action of the Committee of the Whole

File Attachments:
- Res Victims Crime Grant $39,004.00 (Part 1).pdf (2,816 KB)
- Res Victims Crime Grant $39,004.00 (Part 2).pdf (6,998 KB)

Subject: I. Resolution to authorize and approve the selection of State Court Probation as the provider of Probation Services for the Macon-Bibb County Magistrate Court

Meeting: Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Ratify action of the Committee of the Whole

File Attachments:
- Res Authorize State Court for Probation Services.pdf (539 KB)

10. NEW BUSINESS
Subject: A. Resolution authorizing the Mayor to execute a letter of agreement between Macon-Bibb County and the Department of Homeland Security for the Federal Emergency Management Agency to conduct an Integrated Emergency Management Course on July 20-23, 2015

Meeting: Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to the Public Safety Committee

File Attachments:
- Res Letter of Agrmt Homeland Macon-Bibb EMA.pdf (2,068 KB)

Subject: B. Resolution to authorize the Mayor to execute a contract with the Georgia Department of Corrections for the use of prison labor to supplement the Public Works Department’s Workforce at $39,500 per detail for one year, for a total of $316,000.00 for FY 2015

Meeting: Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to the Operations and Finance Committee

File Attachments:
- Res Contract for PW Prison Labor.pdf (882 KB)

Subject: C. Resolution authorizing the Mayor to execute a lease agreement with the State Government of Georgia on behalf of the Division of Family and Children Services for 175 Emery Highway in the amount of $62,200.00

Meeting: Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to the Operations and Finance Committee

File Attachments:
- Res Lease Agrmt 175 Emery Hwy DFACS.pdf (3,611 KB)
Subject: D. Resolution to adopt the Fourth Amendment to the Bibb County Pension Plan of 1968 so as to establish the Macon-Bibb County General Employees Pension Trustee Board, to designate the composition of the Board and to grant the newly designated Board those powers formerly granted to the Macon-Bibb County Board of Commissioners

Meeting: Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to the Operations and Finance Committee

File Attachments
   Res 4th Amendment 1968 Pension Plan.pdf (988 KB)

Subject: E. Resolution authorizing the acceptance of a Community Foundation Program Grant in the amount of $10,000.00 from the Community Foundation of Central Georgia, Inc. awarded to the Macon Circuit Public Defender’s Office

Meeting: Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to the Operations and Finance Committee

File Attachments
   Res Grant for Foundation of Central GA $10,000.00.pdf (349 KB)

Subject: F. Resolution authorizing the acceptance of an Emergency Management Performance Grant Performance Partnership Award in the amount of $55,752.00 from the United States Department of Homeland Security awarded to the Macon-Bibb County Emergency Management Agency

Meeting: Oct 7, 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
   Res Grant for FMA $55,752.00 Performance Award.pdf (1,851 KB)
Subject: G. Resolution approving changes in Macon-Bibb County’s Group and Health Reimbursement Arrangement (HRA) Health Plans, including design, eligibility and premium contribution changes
Meeting: Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer to the Operations and Finance Committee

File Attachments
Res Approving Changes HRA.pdf (773 KB)

Subject: H. Resolution authorizing the Mayor to execute an agreement with the Macon-Bibb County Transit Authority for the lease of office space at the Terminal Station Building for use by the Macon-Bibb County Information Technology Staff; to authorize the Mayor to execute a Memo of Understanding with the Transit Authority for the Information Technology Staff to provide information technology services to the Transit Authority
Meeting: Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer to the Operations and Finance Committee

File Attachments
Res Lease Terminal Station for IT MOA.pdf (1,897 KB)

Subject: I. Resolution to authorize the Mayor to execute an agreement between Macon-Bibb County and Conditioned Air, Inc. for $161,105.00 for the installation and replacement of HVAC Systems at various recreation centers in Macon-Bibb County
Meeting: Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer to the Operations and Finance Committee

File Attachments
Res Agrmt with Conditioned Air $161,105.00.pdf (4,627 KB)
Subject: J. Resolution authorizing the Mayor to execute an agreement with Aero Art, LLC for a Ground Lease Agreement at Macon Downtown Airport; to authorize the termination of all previous agreements at Macon Downtown Airport with Lloyd "Bo" George and any company, corporation, or agent of Lloyd "Bo" George; to approve the acceptance of a quitclaim deed from Lloyd "Bo" George for any and all remaining interest in all other property at Macon Downtown Airport

Meeting: Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to the Facilities and Engineering Committee

File Attachments
- Res Agrmt Aero Art Termination.pdf (690 KB)

Subject: K. Resolution to consider a petition submitted on behalf of Richard S. George requesting that Macon-Bibb County construct and maintain additional right-of-way on Crawford Road

Meeting: Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to the Facilities and Engineering Committee

File Attachments
- Res Petition to construct Crawford Rd.pdf (3,879 KB)

Subject: L. Resolution to establish and provide a summary of the Health and Life Insurance Retirement Benefits currently available to former Bibb County employees, former City of Macon employees, and Macon-Bibb County employees hired on or after January 1, 2014, and to adopt an Amendment to the Macon-Bibb County Other Post Employment Benefits (OPEB) Trust Agreement providing that these retirement benefits may be funded by Macon-Bibb County under the Trust Agreement

Meeting: Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to the Operations and Finance Committee

File Attachments
M. Resolution adopting the United States Conference of Mayor’s 457 Deferred Compensation Retirement Program administered through Great-West Financial to be made available to all eligible Macon-Bibb County Employees and Elected Officials

Meeting: Oct 7, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer to the Operations and Finance Committee

File Attachments
Res Adopting 457 Deferred Compensation Retirement Plan.pdf (548 KB)

11. GENERAL PUBLIC COMMENTS
12. ADJOURNMENT
MINUTES OF PRE-COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
September 16, 2014 – 5:00 P.M.
Government Center
(Large Conference Room)

The Pre-Commission meeting of the Macon-Bibb County Commission was held on September 16, 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 H. 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
Opie Bowen – Assistant County Attorney
Reggie McClendon – Assistant County Attorney
Sheila Thurmond – Clerk of Commission
Charles Coney – Assistant County Manager (Operations)
Steve Layson – Assistant County Manager (Infrastructure)
Dave Fortson – County Engineer
Jean S. Howard – Assistant Clerk of Commission
Janice Ross – Training & Events Coordinator
Sam Henderson – Executive Assistant to Mayor
Chris Floore – Assistant to Co. Manager for Public Affairs

News Media Present

Jim Gaines – The Telegraph
Kari Barnett – 13 WMAZ
Ron Wildman – 58 WPGA

Visitors Present

Adah Roberts
Brittney Childs, Industrial Authority

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 three New Business Items on the Pre-Commission Meeting agenda.

Mayor Reichert reviewed the Old Business agenda items for tonight's Regular Commission Meeting.

The Mayor stated tonight's Regular Commission Meeting will begin at 6:01 P.M. so as to be in compliance with the Ad that ran in the newspaper regarding the agenda item on Eminent Domain for the Jefferson Long Park in Pleasant Hill which listed the meeting time as 6:01 P.M.

AGENDA ITEMS

PRAYER

A. Rev. David Stanley – Union Baptist Church

APPROVAL OF MINUTES

A. Pre-Commission Meeting on September 2, 2014
B. Regular Commission Meeting on September 2, 2014

INVITED GUESTS

Miss Macon 2015 – Ninti Chance

Presentation of Proclamation in recognition of "Prostate Cancer Awareness Month"

PUBLIC COMMENTS ON AGENDA ITEMS

REPORTS FROM COMMITTEES AND DEPARTMENTS

Mayor Reichert reminded Committee Chairs to give their Committee reports.

A. Operations and Finance Committee
B. Economic and Community Development Committee
C. Public Safety Committee - No Report
D. Facilities and Engineering Committee

CONSENT AGENDA

None

OLD BUSINESS
A. Resolution to authorize the Mayor to transfer the parcel of property at 4664 Sheraton Drive to the Macon-Bibb County Urban Development Authority

B. Resolution authorizing the Mayor to execute an application with the Georgia Department of Transportation for the purpose of applying for State allocated funds to be used for the paving and maintenance of public roads under the 2015 Local Maintenance and Improvement Grant (LMIG)

C. Resolution authorizing elected officials of Macon-Bibb County to be covered under Workers' Compensation

D. Resolution to adopt the Macon-Bibb County Five-Year Short-Term Work Program

E. Resolution to authorize and approve a consulting agreement between Macon-Bibb County and Owen Lewis Consulting for a maximum of $197,920 for professional consulting services for the Courts Software Project

F. Ordinance granting a Franchise to Oconee Electric Membership Corporation

G. Resolution to authorize the Mayor to execute an Intergovernmental Agreement between the Macon-Bibb County Economic and Community Development Department and the Macon-Bibb County Urban Development Authority for Park Development Services at Pinnacle Park for $100,000 in Community Development Block Grant Funds

H. Resolution to authorize the Mayor to execute an agreement between the Macon-Bibb County Economic and Community Development Department and Rebuilding Macon, Inc. for Minor Home Repair Services for $120,000 in Community Development Block Grant Funds

I. Resolution to authorize the Mayor to execute an agreement between the Macon-Bibb County Economic and Community Development Department and Home First Housing Resource Center Services, Inc. for Housing Services for $53,000 in Community Development Block Grant Funds

J. Resolution commending the Friends of Tattnall Square Park for its exceptional service; approving its plans to improve Tattnall Square Park

K. Resolution authorizing the Mayor to execute a commercial lease contract with Bob Lewis and Associates for office space located at 145 First Street to be occupied by the Georgia Cooperative Extension Services

L. Resolution to approve the exercise of Eminent Domain to acquire in Fee Simple the property commonly known as 1830 First Avenue and 1844 First Avenue

M. Resolution to consent to an agreement between the Macon-Bibb Committee of Division A of the Macon-Bibb County Pension and Retirement System and Independent Portfolio Consultants, Inc. to provide investment consulting services

N. Resolution to authorize and approve the selection of Independent Portfolio Consultants, Inc. as the investment consultant for the Macon-Bibb County Employees Retirement
System Fund Assets, subject to the agreement containing a thirty (30) day notice of termination provision

O. Resolution confirming an agreement between the Macon-Bibb County Fire and Police Department Employees Retirement System and Independent Portfolio Consultants, Inc. to provide investment consulting services

P. Resolution submitting Dr. Shantel Whitby, Doug Dunwody, and Andy Nations as the three eligible nominees to fill the position presently occupied by Dr. Alvin Sewell on the Board of the Macon-Bibb County Hospital Authority

Q. Resolution submitting David Danzie, Albert Abrams, and Steve Kruger as the three eligible nominees to fill the position presently occupied by David Danzie on the Board of the Macon-Bibb County Hospital Authority

R. Resolution authorizing the Mayor to execute an agreement with Pyles Plumbing and Utility Contractors, Inc. to repair damage to the storm water drainage infrastructure on Lee Road in the amount of $78,218.00.

NEW BUSINESS – PRE-COMMISSION AGENDA

A. Resolution confirming an agreement between the Macon-Bibb County Fire and Police Department Employees Retirement System and Independent Portfolio Consultants, Inc. to provide investment consulting services

ACTION:

• On motion of Commissioner Tillman, seconded by Commissioner DeFore, and carried, the Resolution was approved for consideration at tonight’s Regular Commission meeting as item O.

• Approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, and Al Tillman. Commissioner Virgil Watkins, Jr. was absent during the vote.

B. Resolution submitting Dr. Shantel Whitby, Doug Dunwody, and Andy Nations as the three eligible nominees to fill the position presently occupied by Dr. Alvin Sewell on the Board of the Macon-Bibb County Hospital Authority

Discussion: Mayor Reichert stated he had changed two of the members on the slate of appointees submitted by the Hospital Authority. They are Dr. Shantel Whitby and Doug Dunwody to fill the position presently occupied by Dr. Sewell, who is ineligible for re-appointment. The Hospital Authority will make its selection from the three submitted names.

Commissioners Jones, Lucas, and Tillman requested that Commissioners be provided a list of all upcoming appointments to Authorities, Boards, and Commissions in a timely manner in order to submit a viable pool of candidates for selection.
Commissioner Lucas stated there was a need for consistency in how appointments were made including the selection process.

Commissioners Jones and Tillman stated they would like to see changes made in order to give new persons an opportunity to serve on boards and not have the same people serve over and over again.

Mayor Reichert stated he would provide notices of upcoming vacancies in order to get input from Commissioners on appointees.

**ACTION:**

- **On motion of Commissioner DeFore, seconded by Commissioner Lucas, and carried unanimously, the Resolution was approved for consideration at tonight’s Regular Commission meeting as item P.**

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

  C. **Resolution submitting David Danzie, Albert Abrams, and Steve Kruger as the three eligible nominees to fill the position presently occupied by David Danzie on the Board of the Macon-Bibb County Hospital Authority**

**ACTION:**

- **On motion of Commissioner Lucas, seconded by Commissioner Schlesinger, the Resolution was approved for consideration at tonight’s Regular Commission meeting as item Q.**

- **Approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, and Virgil Watkins, Jr. Commissioner Bechtel voted No.**

  D. **Resolution authorizing the Mayor to execute an agreement with Pyles Plumbing and Utility Contractors, Inc. to repair damage to the storm water drainage infrastructure on Lee Road in the amount of $78,218.00**

**Discussion:** Dave Fortson, County Engineer, stated the Lee Road repair work needed to be expedited due to road washout caused by recent rains which has resulted in the road being closed. He stated five bids had been received with four responsive bids of $78,218., $89,000., $98,000., and $141,000. He also stated the bid estimates were higher due to the added provision of replacing unsuitable soil under the roadway if needed. If it is determined soil replacement is not needed, the additional fee for replacement would not be charged.

**ACTION:**
- On motion of Commissioner DeFore, seconded by Commissioner Schlesinger, and carried unanimously, the Resolution was approved for consideration at tonight's Regular Commission meeting as item R.


ANNOUNCEMENT

Mayor Reichert announced representatives from the Strong Cities, Strong Communities (SC2) Initiative Macon Team were convening in Macon on Tuesday, September 16th through Thursday, September 18th with two hearings on September 17th at the Terminal Station (4th floor Conference Room) at 12:45 P.M. and 2:30 P.M., and a reception from 5-7 P.M. at the Sports Hall of Fame. The focus of the meetings will be the challenges faced by the City, and identify gaps in which the SC2 interagency technical assistance can support Macon-Bibb's progress towards achieving its goals. Mark Linton, Executive Director of the White House Strong Cities, Strong Communities and Kate Reynolds will be in attendance.

ADJOURNMENT

There being no further business and on motion duly made and seconded, the meeting was adjourned at 5:54 P.M.

Sheila Thurmond, CCC
Clerk of Commission
MINUTES OF REGULAR COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
September 16, 2014 – 6:01 P.M.
Government Center
(Commission Chamber)

The Regular Commission meeting of the Macon-Bibb County Commission was held on September 16, 2014 at 6:01 P.M. in the Commission Chamber 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
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. Asst. County Attorney
Opie Bowen – Asst. County Attorney
Reggie McClendon – Asst. County Attorney
Chris Floore – Asst. to Co. Mgr.
Kevin Barrere – Public Affairs
Shelia Thurmond – Clerk of Commission
Steve Layson – Asst. Co. Mgr – Infrastructure
Jean S. Howard – Asst. Clerk of Commission
Janice Ross – Training & Events Coordinator
Trae McCombs – Public Affairs

Guests in Attendance
Erca Woodford, Clerk of Superior Court
Andy Silver
Ron Lemon
Heather Bowman Cutway
Rasheedah Caldwell
Mercer University Center for Collaborative Journalism Students

News Media Present
Jim Gaines – The Telegraph
Karlie Barnett – 13 WMAZ
Malcolm Johnson – WGXA FOX 24
Ron Wildman – 58 WPGA

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

PRAYER
The prayer was rendered by Rev. David L. Stanley of Union Baptist Church

PLEDGE OF ALLEGIANCE
APPROVAL OF MINUTES

A. Pre-Commission Meeting on September 2, 2014  
B. Regular Commission Meeting on September 2, 2014

ACTION:

On motion of Commissioner Ed DeFore, seconded by Commissioner Larry Schlesinger, and carried unanimously, the minutes of the Pre-Commission and Regular Commission meetings held on September 2, 2014 were approved as presented.


INVITED GUESTS

Reverend David Stanley of Union Baptist Church was invited to render the prayer for tonight’s Regular Commission Meeting.

Nintl Chance - Miss Macon 2015 was recognized and congratulated by Mayor Reichert on her selection as “Miss Macon” and was also recognized for her academic achievements and service to the community. Ms. Chance thanked the Mayor and Commissioners for recognizing her and stated her goal and desire were to be selected “Miss Georgia” and represent Georgia in the “Miss America” pageant.

Mr. Harry James Taylor with the Middle Georgia Prostate Cancer Coalition was presented a proclamation by Mayor Reichert in recognition of “Prostate Cancer Awareness Month.” Mr. James urged all men to be tested for Prostate Cancer and to grow mustaches during the month of September as a means to stimulate conversation and dialog on the importance of men’s health.

PUBLIC COMMENTS ON AGENDA ITEMS

None

REPORTS FROM COMMITTEES AND DEPARTMENTS

Operations and Finance Committee

Committee Chair Gary Bechtel reported that the Operations and Finance Committee met on Tuesday, September 9, 2014 and recommended approval of the following:

• Resolution authorizing Elected Officials of Macon-Bibb County to be covered under Workers’ Compensation.
- Resolution to adopt the Macon-Bibb County Five-Year Short-Term Work Program and Capital Improvements Element Update.

- Authorized and approved a consulting agreement between Macon-Bibb County and Owen Lewis Consulting for a maximum of one hundred ninety seven thousand nine hundred and twenty dollars ($197,920.00) for professional consulting services for the Courts software project. The funds will come from SPLOST Public dollars.

- Ordinance granting a franchise to Oconee Electric Membership Corporation.

**Economic and Community Development Committee**

Committee Chairman Larry Schlesinger reported that the Economic and Community Development Committee met on Tuesday, September 9, 2014 and recommended approval of the following:

- Resolution authorizing the Mayor to execute an Intergovernmental Agreement between the Macon-Bibb County Economic and Community Development Department and the Macon-Bibb County Urban Development Authority for park development services at Pinnacle Park for $100,000 in Community Development Block Grant funds. Pinnacle Park will be on Second Street at the site of where the Boys and Girls Club was previously located.

- Authorized the Mayor to execute an agreement between the Macon-Bibb County Economic and Community Development Department and Rebuilding Macon, Inc. for minor home repairs services for $120,000 in Community Development Block Grant funds.

- Authorized the Mayor to execute an agreement between the Macon-Bibb County Economic and Community Development Department and Home First Housing Resource Services, Inc. for housing services for $53,000 in Community Development Block Grant funds.

- Resolution commending the Friends of Tattnall Square Park for its exceptional service; approving its plans to improve Tattnall Square Park. This Resolution does not give Friends of Tattnall Square Park ownership or special rights in the Park.

**Public Safety Committee**

Committee Chairman Scotty Shepherd stated the Public Safety Committee did not have a report due to his Committee having no agenda items for consideration on September 9th.

**Facilities and Engineering Committee**

Committee Chairman Al Tillman reported the Facilities and Engineering Committee met on September 9, 2014 and recommended approval of the following:
• Resolution to authorize the Mayor to transfer the parcel of property at 4664 Sheraton Drive to the Macon-Bibb County Urban Development Authority. Advocacy Resource Center (ARC) currently leases the building from Macon-Bibb County government and this will allow the Urban Development Authority the ability to negotiate a price with ARC for them to purchase the building.

• Resolution authorizing the Mayor to execute a commercial lease contract with Bob Lewis and Associates for office space located at 145 First Street to be occupied by Georgia Cooperative Extension Services.

• Resolution authorizing the Mayor to execute an application with the Georgia Department of Transportation for the purpose of applying for state allocated funds to use for the paving and maintenance of public roads under the 2015 Local Maintenance and Improvement Grant Program. The amount of the grant is approximately $1.5 million with a 30% match coming from SPLOST funds.

• Resolution to approve the exercise of Eminent Domain to acquire in Fee Simple the property commonly known as 1830 First Avenue and 1844 First Avenue. The properties will be designated the Jefferson Long Park which will provide green space for the neighborhood.

• The County Attorney will pursue the idea of placing a sign on Haywood Road that will read "Marshall Stenson Jr. Memorial Way" which will not change the name of the street.

CONSENT AGENDA

None

OLD BUSINESS

A. Resolution to authorize the Mayor to transfer the parcel of property at 4664 Sheraton Drive to the Macon-Bibb County Urban Development Authority

• Clerk read by caption: A Resolution of the Macon-Bibb County Commission to authorize the Mayor to transfer the parcel of property at 4664 Sheraton Drive to the Macon-Bibb County Urban Authority; and for other purposes.

ACTION:


B. Resolution authorizing the Mayor to execute an application with the Georgia Department of Transportation for the purpose of applying for State allocated funds to be used for the paving and maintenance of public roads under the 2015 Local Maintenance and Improvement Grant (LMIG)
C. Resolution authorizing elected officials of Macon-Bibb County to be covered under Workers' Compensation

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing elected officials of Macon-Bibb County to be covered under Workers' Compensation; repealing Resolutions for parts of Resolutions in conflict; and for other lawful purposes.

ACTION:


D. Resolution to adopt the Macon-Bibb County Five-Year Short-Term Work Program and Capital Improvements Element Update

- Clerk read by caption: A Resolution of the Macon-Bibb County Board of Commissioners to adopt the Macon-Bibb County Five-Year Short-Term Work Program and Capital Improvements Element update; and for other purposes.

ACTION:


E. Resolution to authorize and approve a consulting agreement between Macon-Bibb County and Owen Lewis Consulting for a maximum of $197,920 for professional consulting services for the Courts Software Project

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission to authorize and approve a consulting agreement between Macon-Bibb County and Owen Lewis Consulting for a maximum of one hundred ninety seven thousand nine hundred twenty dollars and 00/100 ($197,920.00) for professional consulting services for the Courts Software Project; and for other purposes.
ACTION:


F. Ordinance granting a Franchise to Oconee Electric Membership Corporation

  - Clerk read by caption: An Ordinance of the Macon-Bibb County Commission granting a franchise to Oconee Electric Membership Corporation; and to provide for other lawful purposes.

ACTION:


G. Resolution to authorize the Mayor to execute an Intergovernmental Agreement between the Macon-Bibb County Economic and Community Development Department and the Macon-Bibb County Urban Development Authority for Park Development Services at Pinnacle Park for $100,000 in Community Development Block Grant funds

  - Clerk read by caption: A Resolution of the Macon-Bibb County Commission to authorize the Mayor to execute an Intergovernmental Agreement between the Macon-Bibb County Economic and Community Development Department and the Macon-Bibb County Urban Development Authority for Park Development Services at Pinnacle Park for $100,000 in Community Development Block Grant funds; and for other purposes.

ACTION:


H. Resolution to authorize the Mayor to execute an agreement between the Macon-Bibb County Economic and Community Development Department and Rebuilding Macon, Inc. for Minor Home Repair Services for $120,000 in Community Development Block Grant Funds

  - Clerk read by caption: A Resolution of the Macon-Bibb County Commission to authorize the Mayor to execute an agreement between the Macon-Bibb County Economic and Community Development Department and Rebuilding Macon, Inc. for Minor Home Repair Services for $120,000.00 in Community Development Block Grant funds; and for other purposes.

ACTION:


I. Resolution to authorize the Mayor to execute an agreement between the Macon-Bibb County Economic and Community Development Department and Home First Housing Resource Center Services, Inc. for Housing Services for $53,000 in Community Development Block Grant Funds

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission to authorize the Mayor to execute an agreement between the Macon-Bibb County Economic and Community Development Department and Home First Housing Resource Services, Inc. for housing services for $53,000.00 in Community Development Block Grant Funds; and for other purposes.

ACTION:


J. Resolution commending the Friends of Tattnall Square Park for its exceptional service; approving its plans to improve Tattnall Square Park

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission commending the Friends of Tattnall Square Park for its exceptional service; approving its plans to improve Tattnall Square Park; and for other purposes.

Discussion: Commissioner Lucas thanked the Friends of Tattnall Square Park for their willingness to assist and provide guidance to the Friends of the Rosa Jackson Center and Friends of East Macon Park in their endeavors to beautify and improve their parks.

ACTION:


K. Resolution authorizing the Mayor to execute a commercial lease contract with Bob Lewis and Associates for office space located at 145 First Street to be occupied by the Georgia Cooperative Extension Services

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute a commercial lease contract with Bob Lewis and Associates for office space located at 145 First Street to be occupied by the Georgia Cooperative Extension Services; in substantially the same form as attached hereto as Exhibit “A”; and for other purposes.

ACTION:

- Unanimous approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry

L. Resolution to approve the exercise of eminent domain to acquire in Fee Simple the property commonly known as 1830 First Avenue and 1844 First Avenue

- **Clerk read by caption:** A Resolution of the Macon-Bibb County Commission to approve the exercise of Eminent Domain to acquire in Fee Simple the property commonly known as 1830 First Avenue and 1844 First Avenue, Macon-Bibb County, Georgia; and for other purposes.

**ACTION:**

- **Approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, and Al Tillman.**
  
  Commissioner Watkins voted No.

M. Resolution to consent to an agreement between the Macon-Bibb Committee of Division A of the Macon-Bibb County Pension and Retirement System and Independent Portfolio Consultants, Inc. to provide investment consulting

- **Clerk read by caption:** A Resolution of the Macon-Bibb County Commission to consent to an agreement between the Macon-Bibb Committee of Division A of the Macon-Bibb County Pension and Retirement System and Independent Portfolio Consultants, Inc. to provide investment consulting services; 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.**

N. Resolution to authorize and approve the selection of Independent Portfolio Consultants, Inc. as the investment consultant for the Macon-Bibb County Employees Retirement System Fund Assets, subject to the agreement containing a thirty (30) day notice of termination provision

- **Clerk read by caption:** A Resolution of the Macon-Bibb County Commission to authorize and approve the selection of Independent Portfolio Consultants, Inc. as the investment consultant for the Macon-Bibb County Employees Retirement System Fund Assets, subject to the agreement containing a thirty (30) day notice of termination provision; and for other purposes.

**ACTION:**

- **Approval by Commissioners Bert Bivins, III, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, and Al Tillman.**
  
  Commissioners Gary Bechtel and Virgil Watkins, Jr. voted No.
O. Resolution confirming an agreement between Macon-Bibb County Fire and Police Department Employees’ Retirement System and Independent Portfolio Consultants, Inc. to provide investment consulting services

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission confirming an agreement between Macon-Bibb County Fire and Police Department Employees’ Retirement System and Independent Portfolio Consultants, Inc. to provide investment consulting services; and for other purposes

**ACTION:**


P. Resolution submitting Dr. Shantel Whitby, Doug Dunwody, and Andy Nations as the three eligible nominees to fill the position presently occupied by Dr. Alvin Sewell on the Board of the Macon-Bibb County Hospital Authority

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission submitting Dr. Shantel Whitby, Doug Dunwody, and Andy Nations as the three eligible nominees to fill the position presently occupied by Dr. Alvin Sewell on the Board of the Macon-Bibb County Hospital Authority; and for other purposes.

**ACTION:**


Q. Resolution submitting David Danzie, Albert Abrams, and Steve Kruger as the three eligible nominees to fill the position presently occupied by David Danzie on the Board of the Macon-Bibb County Hospital Authority

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission submitting David Danzie, Albert Abrams, and Steve Kruger as the three eligible nominees to fill the position presently occupied by David Danzie on the Board of the Macon-Bibb County Hospital Authority; and for other purposes.

**Discussion:** Commissioner Lucas stated other folk should have an opportunity to serve and the Commissioners should be given the opportunity to nominate appointees going forward.

**ACTION:**

R. Resolution authorizing the Mayor to execute an Agreement with Pyles Plumbing and Utility Contractors, Inc. to repair damage to the storm water drainage infrastructure on Lee Road in the amount of $78,218.00

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an Agreement with Pyles Plumbing and Utility Contractors, Inc. to repair damage to the storm water drainage infrastructure on Lee Road in the amount of $78,218.00; and for other purposes.

ACTION:


NEW BUSINESS

A. Resolution authorizing the Mayor to execute an agreement for the purchase of a 2015 Hybrid Vehicle and a 2015 15-Passenger Van for use by the Fire Department in the amount of $53,493.12 to be paid from SPLOST funds

Referred To: Operations and Finance Committee

B. Resolution authorizing the Mayor to execute an agreement for the purchase of a 2015 Fire Investigator Vehicle and a 2015 SUV for use by the Fire Department in the amount of $62,750.00 to be paid from SPLOST Funds

Referred To: Operations and Finance Committee

GENERAL PUBLIC COMMENTS

Rev. Larry Tard stated his organization was interested in acquiring blighted properties to be used as a tool to teach and provide work skills to At-Risk youth and young adults.

ADJOURNMENT

There being no further business, and on motion duly made, seconded, and carried unanimously, the meeting was adjourned at 6:44 P.M.

OFFICE USE ONLY

Applicant Name: MUHAMMAD BALAL
Business Name: AWA BUSINESS, LLC DBA MARKET PLACE
Business Address: 2006 VINEVILLE AVE MACON, GA 31204

After investigation, I recommend that the license requested herein be ☑️ Granted ☐ Denied

Date 01/27/14

Sheriff, Bibb County, Georgia

Petition is hereby ☐ Granted ☐ Denied by the Macon-Bibb County Board of Commissioners
on this _______ day of __________ , 20___

Clerk, Macon-Bibb County Commission

I recommend that the application be ☐ Granted ☐ Denied
on this _______ day of __________ , 20___

Mayor, Macon-Bibb County

Alcoholic Beverage License Authorization Form
Macon-Bibb County  
Business Development Services  
682 Cherry Street, Suite 500  
Macon, Georgia 31201  

Alcoholic Beverage Application Procedures and Instructions

<table>
<thead>
<tr>
<th>New</th>
<th>Liquor Package</th>
<th>☑ Beer Package</th>
<th>☑ Wine Package</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Transfer of Location</td>
<td>☐ Liquor Mixed Drinks</td>
<td>☐ Beer C.O.P.</td>
<td>☐ Wine C.O.P.</td>
</tr>
<tr>
<td>☐ Transfer of Ownership</td>
<td>☐ Beer Draft</td>
<td>☐ Liquor Wholesale</td>
<td>☐ Wine Wholesale</td>
</tr>
<tr>
<td>☑ Change of Agent</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**MARKET PRICE**

**AWA BUSINESS LLC** 2006 VINEVILLE AVE Macon GA 31204

Business Address 478-254-3212

**MUHAMMAD BAJAL-29PLANTATION CENTRE DR macon 6-A 312 10**

Name of Applicant and/or Agent Home Address 770-885-2333

Social Security Number 7/10 ☐ Date of Birth ☒ Age? Bibb County of Residence?

**$150.00 Application Fee**

**Applicant and/or Agent Information**

1. CompleteSurety License Bond. ✓
2. Current photograph of applicant or agent.
3. Fingerprints of applicant are required.
4. Complete and sign Consent Form for State Wide Check. ✓
5. Provide a valid copy of applicant’s State of Georgia driver’s license. ✓

**Location Information**

✓ 6. Affidavit from the Macon-Bibb County Engineer’s Department.
✓ 7. Proof of Planning and Zoning compliance.
✓ 8. Legal description of the property upon which premises are located.
✓ 9. Affidavit from the Macon Telegraph Newspaper.

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct my business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Signature of Applicant and/or Agent Date
PERMIT NO: 14-0240
ISSUED TO: ALI AZMAT
OWNERS NAME: AZLAAN INC
PROPOSED USE: C-STORE W/GAS, BEER, AND WINE PACKAGED TO GO AND LOTTE
ADDRESS OF PROPOSED USE: 2006 VINEVILLE AVE

EXISTING BUILDING
MAP NO: P074
CODE: 

IN CITY
DISTRICT: HC
LOT: 0181

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:
Change of ownership of an existing c-store with gasoline sales, beer & wine packaged to go, and lottery sales. Subject to Inspection & Fees approval and business license requirements. Any exterior changes to the property, including signage, requires a Certificate of Appropriateness.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 8/24/2014, THIS PERMIT IS NULL AND VOID.

APPROVED BY: Bridget Manson

NOTE: This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, City of Macon or Bibb County Building Inspector, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above property as the Macon-Bibb County Planning and Zoning Commission does not authorize the violation.
Market Place

2006 Vineville Avenue

Macon, Georgia

Dear Sir:

This is the information requested by you for Market Place:

The location of 2006 Vineville Avenue

meets all distance requirements of the City of Macon for:

BEER AND WINE TO GO.

THE FACTS CONTAINED HEREIN ABOVE ARE CORRECT AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Sworn to and subscribed before me

this 21st day of March, 2014

[Signature]

David P. Fortson, P.E.

STATE OF GEORGIA, COUNTY OF BIBB

PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR ABOVE STATE AND COUNTY, DIANNE BUCK, WHO DEPOSES AND says SHE IS THE CLASSIFIED/LEGAL MANAGER FOR THE MACON TELEGRAPH AND IS DULY AUTHORIZED BY THE PUBLISHER THEREOF TO MAKE THIS AFFIDAVIT, AND THAT ADVERTISEMENT AS PER ATTACHED CLIPPING HAS BEEN PUBLISHED IN THE MACON TELEGRAPH ON THE FOLLOWING DATES: 7/10, 11, 12, 13, 14

SIGNED

[Signature]

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 15th DAY OF JULY, 2014

NOTARY PUBLIC, BIBB COUNTY, GEORGIA

[Signature]

GEORGIA, BIBB COUNTY
[NOTICE OF INTENT]
[TO FILE REQUEST FOR]
[BREER, WINE LICENSE]
[PACKAGED TO GO]

Pursuant to the ordinance adopted by the County Board of Commissioners of Bibb County, dated January 26, 1976, notice is hereby given that on or after the 14th day of July, 2014, the undersigned will apply to said County Board of Commissioners for the issuance of a license to Marketplace, 2006 Vineville Avenue, Macon, GA 31204.

This 2nd day of July, 2014.
/s/Muhammad Balal, applicant.

#2950074: 7/10, 11, 12, 13, 14
DIVIDER PAGE
OFFICE USE ONLY

Applicant Name: HARPREET KAUR
Business Name: I.KHODIYAR2 LLC d.b.a. MARKET PLACE
Business Address: 1091 CLINTON ROAD MACON, GA 31211

After investigation, I recommend that the license requested herein be ☑ Granted ☐ Denied

Date 8/27/14

Sheriff, Bibb County, Georgia

Petition is hereby ☐ Granted ☐ Denied by the Macon-Bibb County Board of Commissioners
on this ______ day of __________, 20___.

Clerk, Macon-Bibb County Commission

I recommend that the application be ☐ Granted ☐ Denied

on this ______ day of __________, 20___.

Mayor, Macon-Bibb County

Alcoholic Beverage License Authorization Form
Macon-Bibb County
Business Development Services
682 Cherry Street, Suite 500
Macon, Georgia 31201
Alcoholic Beverage Application Procedures and Instructions

<table>
<thead>
<tr>
<th></th>
<th>New</th>
<th>Transfer of Location</th>
<th>Transfer of Ownership</th>
<th>Change of Agent</th>
</tr>
</thead>
</table>

Khabluna
Corporation and Trade Name
Macon, GA 31211-478-755-8575

HARPSTER KERI
Name of Applicant and/or Agent
Macy Road
Home Address
678-440-5973
Home Telephone

Social Security Number
Date of Birth
Age?

$150.00 Application Fee

**Applicant and/or Agent Information**

1. Complete Surety License Bond.
2. Current photograph of applicant or agent.
3. Fingerprints of applicant are required.
4. Complete and sign Consent Form for State Wide Check.
5. Provide a valid copy of applicant’s State of Georgia driver’s license.

**Location Information**

6. Affidavit from the Macon-Bibb County Engineer’s Department.
7. Proof of Planning and Zoning compliance.
8. Legal description of the property upon which premises are located.
9. Affidavit from the Macon Telegraph Newspaper.

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct my business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Harper Keri 8/20/14
Signature of Applicant and/or Agent
Date
ZONING COMPLIANCE
MACON-BIBB COUNTY PLANNING AND ZONING COMMISSION
Suite 1000 City Hall Annex, 682 Cherry Street, Macon, GA 31201
Website: www.maconbibbpc.org Telephone (478) 751-7450 Fax (478) 751-7448

PERMIT NO: 2014-00020551 DATE OF ISSUE: 8/5/2014
ISSUED TO NAME: Harpreet Kaur
OWNER'S NAME: MPV INC
PROPOSED USE: C-Store w/beer/wine package to go
(Market Place #2)
ADDRESS OF PROPOSED USE: 1091 Clinton RD
STRUCTURE: EXISTING
MAP/PARCEL: R0640372 ZONING DISTRICT: C-4

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS
As per application, approval is granted to change ownership of an existing C-store with beer/wine package to go.
No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Subject to requirements of Business Development Services (formerly known as the Bureau of Inspections & Fees and Business Licenses offices). Subject to all applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 2/5/2015 THIS PERMIT IS NULL & VOID

APPROVED BY: JaRanda Doveton

NOTICE
This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for such violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structures on the premises. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office. This permit expires six (6) months from date issued unless construction or use is begun.

RECEIPT INFORMATION

<table>
<thead>
<tr>
<th>Permit Description</th>
<th>Charge Description</th>
<th>Charge</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commer/Industr/Inst</td>
<td>Alcohol Consumed on premises</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Commer/Industr/Inst</td>
<td>Commercial, Industrial, Institutional</td>
<td>$350.00</td>
<td>$350.00</td>
</tr>
<tr>
<td>TOTALS:</td>
<td></td>
<td>$450.00</td>
<td>$450.00</td>
</tr>
</tbody>
</table>
MEASUREMENT FORM

Measured in a Straight Line From the Nearest Corner of Building

Retail Sales of Wine and Malt Beverages
Including both package sales and consumption on the premises
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT: HARPREET KAUR

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 1091 CLINTON ROAD

BUSINESS NAME: MARKET PLACE #2

To Be Completed by County Engineer

1. Nearest corner of building housing place of business to nearest corner of building housing church, measured and found to be more than 300 ft.; library or branch, measured and found to be more than 300 ft.

2. Nearest corner of building housing place of business to nearest corner of school ground or college campus, measured and found to be more than 300 ft.

By: __________________________
David P. Fortson, Macon-Bibb County Engineer

Date: 3/1/19

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office.
KAUR; HARPRETT
148 HUDSON WAY
MACON, GA 31216

STATE OF GEORGIA
COUNTY OF BIBB

Personally appeared before me, a notary public within and for
above state and county, Dianne Buck, who deposes and says she is
the Classified Manager of Advertising for The Macon Telegraph and
is duly authorized by the publisher thereof to make this
affidavit, and that advertisement as follows has been published in
The Macon Telegraph on the following dates:

08/07/2014 08/14/2014

2951582 # GEORGIA, BIBB COUNTY NOTICE OF INTENT TO FILE
REQUEST FOR BEER, WINE LICENSE PACKAGED TO GO - Pursuant to
the ordinance adopted by Mayor and Council on the 15th day of
August, 1979, notice is hereby given that on or after the 26th day
of July, 2014, the undersigned will apply to the City of Macon for
the issuance of a license at an establishment known as I Khodiyar
2 LLC d/b/a Marketplace #2, and located at 1091 Clinton Rd.,
Macon, GA 31211, this 4th day of August, 2014. s/Harpreet Kaur,
Applicant #2951582: 8/7/14

SIGNED Dianne Buck

Sworn to and subscribed before me this 14 day of AUGUST 2014

Notary Public

KELLY HARRIS
Applicant Name:  MICHAEL JOHN SZWEDKO

Business Name:  RED LOBSTER RESTAURANTS, LLC DBA RED LOBSTER #48

Business Address:  2077 RIVERSIDE DR. MACON, GA 31204

After investigation, I recommend that the license requested herein be  □ Granted  □ Denied

Date:  2/27/14  

Sheriff, Bibb County, Georgia

Petition is hereby  □ Granted  □ Denied  by the Macon-Bibb County Board of Commissioners

on this ______ day of ____________ , 20____

Clerk, Macon-Bibb County Commission

I recommend that the application be  □ Granted  □ Denied

on this ______ day of ____________ , 20____

Mayor, Macon-Bibb County

Alcoholic Beverage License Authorization Form
Macon-Bibb County
Business Development Services
682 Cherry Street • 5th Floor
Macon, Georgia 31201

Alcoholic Beverage Application Procedures and Instructions

<table>
<thead>
<tr>
<th>New</th>
<th>Liquor Package</th>
<th>Beer Package</th>
<th>Wine Package</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☒ Liquor Mixed</td>
<td>☒ Beer C.O.P.</td>
<td>☒ Wine C.O.P.</td>
</tr>
<tr>
<td>☐</td>
<td>☒ Liquor Drinks</td>
<td>☒ Beer Draft</td>
<td>☐ Wine Wholesale</td>
</tr>
<tr>
<td>☐</td>
<td>☒ Liquor Wholesale</td>
<td>☒ Beer Draft</td>
<td>☐ Wine Wholesale</td>
</tr>
</tbody>
</table>

Red Lobster Restaurants, LLC  2077 Riverside Drive, Macon, GA 31204 (478) 746-3263
Corporation and Trade Name  Business Address  Business Telephone

Michael John Szwedko  779 Claburn Road, Macon, GA 31204  (478) 257-6445
Name of Applicant and/or Agent  Home Address  Home Telephone

Social Security Number  9-Sept-  Date of Birth  Age?

Bibb  County of Residence?

$150.00 Application Fee

Applicant and/or Agent Information

1. Copy of appropriate (A.) State application and (B.) Personnel statement.
2. Complete personal performance bond included in application.
3. Current photograph of applicant or agent.
4. Fingerprint of applicant taken by the Bibb County Sheriff’s Office Central Records Unit (by appointment only).
   Applicant/agent MUST be a resident of Bibb County.
5. Complete Consent Form for State Wide Check.
6. Submit a clear and valid copy of applicant’s State of Georgia driver's license.

Location Information

7. Affidavit from the Macon-Bibb County Engineer’s Department.
8. Proof of Planning and Zoning compliance.
9. Legal description of the property upon which premises are located.
10. Affidavit from the Macon Telegraph Newspaper.

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe and conduct my business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

[Signature]
Signature of Applicant and/or Agent Date
PERMIT NO: 2014-00020487  DATE OF ISSUE: 7/18/2014

ISSUED TO NAME: Red Lobster Restaurants, LLC

OWNER'S NAME: RED LOBSTER INNS OF AMERICA

PROPOSED USE: Red Lobster Restaurants, LLC (Restaurant with alcohol)

ADDRESS OF PROPOSED USE: 2077 THE RED LOBSTER #48 RIVERSIDE DR

STRUCTURE: EXISTING

MAP/PARCEL: Q0630029  ZONING DISTRICT: C-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

Change of ownership of an existing restaurant. No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Subject to requirements of Business Development Services (formerly known as the Bureau of Inspections & Fees and Business Licenses offices). Subject to all applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 3/14/2015 THIS PERMIT IS NULL & VOID

APPROVED BY: Ethan Tonn

NOTICE

This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office. This permit expires six (6) months from date issued unless construction or use is begun.

RECEIPT INFORMATION

<table>
<thead>
<tr>
<th>Permit Description</th>
<th>Charge Description</th>
<th>Charge</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial/Industrial/Institutional</td>
<td>Commercial, Industrial, Institutional</td>
<td>$200.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>TOTALS:</td>
<td></td>
<td>$200.00</td>
<td>$200.00</td>
</tr>
</tbody>
</table>
MEASUREMENT FORM

Retail Sales of Distilled Spirits for Consumption on the Premises
Macon-Bibb County Code Chapter 4, Alcoholic Beverages

APPLICANT: DANA M. ISENSTEIN, ESQ. OF SARD & LEFF, LLC

PROPOSED LICENSE: BEER, WINE, LIQUOR CONSUMED ON PREMISES

BUSINESS LOCATION: 2077 RIVERSIDE DRIVE

BUSINESS NAME: RED LOBSTER RESTAURANTS, LLC
D/B/A RED LOBSTER #0048

To Be Completed by County Engineer

1. Nearest property line of the place of business to the nearest property line of church, an alcoholic treatment center, or a public library measured and found to be more than 300 ft.; school ground, school building, educational building, or college campus, measured and found to be more than 600 ft. (Sec 4-142 (a)) __Yes ___No ___X__ Not Applicable

Licenses for the sale of packaged beer or wine at retail and not consumption on premises are excepted from such distance limitations. Licenses for a private club or for a restaurant or other food service establishment which has, as its primary function, the serving of food and the sale of alcoholic beverages for consumption the premises is exempt. (Sec 4-142(b))

2. For this package store the nearest corner of building housing place of business to nearest corner of building housing business location also licensed for the sale of distilled spirits is measured and found to be more than 1500 ft. (Sec 4-36 (4))

___Yes ___No ___X__ Not Applicable

3. We are unable to determine if this is a bona fide restaurant or bona fide food service establishment that qualifies for the exceptions or exemptions.

___Yes ___X__ No ___Not Applicable

By: ___David P. Fortson___
David Fortson, Macon–Bibb County Engineer

Date: __7/21/19__

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office.
STATE OF GEORGIA, COUNTY OF BIBB

PERSONALLY APPEARED BEFORE ME, A
NOTARY PUBLIC WITHIN AND FOR ABOVE
STATE AND COUNTY, DIANNE BUCK, WHO
DEPOSES AND SAYS THAT SHE IS THE
CLASSIFIED/Legal MANAGER FOR THE
MACON TELEGRAPH OR TRAVIS KNIGHT, WHO
DEPOSES AND SAYS HE IS THE DIGITAL
DIRECTOR OF ADVERTISING FOR THE MACON
TELEGRAPH AND IS DULY AUTHORIZED BY
THE PUBLISHER THEREOF TO MAKE THIS
AFFIDAVIT, AND THAT ADVERTISEMENT AS
PER ATTACHED CLIPPING HAS BEEN
PUBLISHED IN THE MACON TELEGRAPH ON
THE FOLLOWING DATES: 7/23,30

SIGNED

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 1st DAY OF AUGUST, 2014
NOTARY PUBLIC, BIBB COUNTY, GEORGIA

Kelly Harris
DIVIDER PAGE
OFFICE USE ONLY

Applicant Name: SHIYESHKUMAR PATEL
Business Name: SHIVE 91 D/B/A WELCOME
Business Address: 815 SHURLING DR MACON, GA 31211

After investigation, I recommend that the license requested herein be [☐] Granted [☐] Denied

Date: 9/11/14

[Signature]
Sheriff, Bibb County, Georgia

Petition is hereby [☐] Granted [☐] Denied by the Macon-Bibb County Board of Commissioners
on this ______ day of ________, 20____.

[Signature]
Clerk, Macon-Bibb County Commission

I recommend that the application be [☐] Granted [☐] Denied
on this ______ day of ________, 20____.

[Signature]
Mayor, Macon-Bibb County

Alcoholic Beverage License Authorization Form.
Macon-Bibb County
Business Development Services
682 Cherry Street, Suite 500
Macon, Georgia 31201

Alcoholic Beverage Application Procedures and Instructions

<table>
<thead>
<tr>
<th>New</th>
<th>Liquor Package</th>
<th>Beer Package</th>
<th>Wine Package</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Liquor Mixed</td>
<td>Beer C.O.P.</td>
<td>Wine C.O.P.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transfer of Location</th>
<th>Drinks</th>
</tr>
</thead>
<tbody>
<tr>
<td>转让</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transfer of Ownership</th>
<th>Beer Draft</th>
<th>Liquor Wholesale</th>
<th>Wine Wholesale</th>
</tr>
</thead>
<tbody>
<tr>
<td>所有权转移</td>
<td>啤酒生啤</td>
<td>啤酒批发</td>
<td>葡萄酒批发</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Change of Agent</th>
</tr>
</thead>
<tbody>
<tr>
<td>更改代理人</td>
</tr>
</tbody>
</table>

$150.00 Application Fee

Applicant and/or Agent Information

1. Complete Surety License Bond.
2. Current photograph of applicant or agent.
3. Fingerprints of applicant are required.
4. Complete and sign Consent Form for State Wide Check.
5. Provide a valid copy of applicant’s State of Georgia driver’s license.

Location Information

6. Affidavit from the Macon-Bibb County Engineer’s Department.
7. Proof of Planning and Zoning compliance.
8. Legal description of the property upon which premises are located.
9. Affidavit from the Macon Telegraph Newspaper.

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct my business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Signature of Applicant and/or Agent Date
PERMIT NO: 2014-00020283

DATE OF ISSUE: 6/5/2014

ISSUED TO NAME: Shiyeshkumar Patel

OWNER'S NAME: Hasan Buphwani

PROPOSED USE: Convenience Store w/gas, beer & wine to go (WELCOME)

ADDRESS OF PROPOSED USE: 815 Shurlington DR

STRUCTURE: EXISTING

MAP/PARCEL:

ZONING DISTRICT: C-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval to change ownership of an existing C-Store. No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Subject to requirements of Business Development Services (formerly known as the Bureau of Inspections & Fees and Business Licenses offices). Subject to all applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 12/2/2014 THIS PERMIT IS NULL & VOID

APPROVED BY: Ethan Tonn

NOTICE

This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office. This permit expires six (6) months from date issued unless construction or use is begun.

RECEIPT INFORMATION

<table>
<thead>
<tr>
<th>Description</th>
<th>Charge</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial, Industrial, Institutional</td>
<td>$200.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>TOTALS:</td>
<td>$200.00</td>
<td>$200.00</td>
</tr>
</tbody>
</table>
MEASUREMENT FORM

Measured in a Straight Line From the Nearest Corner of Building

Retail Sales of Wine and Malt Beverages
Including both package sales and consumption on the premises
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT: SHYESHKUMAR PATEL
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 815 SHURLING DRIVE
BUSINESS NAME: WELCOME

To Be Completed by County Engineer

1. Nearest corner of building housing place of business to nearest corner of building
   housing church, measured and found to be more than 300 ft.; library or branch, measured and
   found to be more than 300 ft.

2. Nearest corner of building housing place of business to nearest corner of school
   ground or college campus, measured and found to be more than 300 ft.

By: [Signature]
David P. Fortson, Macon-Bibb County Engineer

Date: 8/6/14

It is respectfully requested that forms be returned no later than Friday of each week for
use by the County Commissioner’s Office.
SHIYESHKUMAR PATEL
815 SHURLING DRIVE
MACON, GA 31211

STATE OF GEORGIA
COUNTY OF BIBB

Personally appeared before me, a notary public within and for
above state and county, Dianne Buck, who deposes and says she is
the Classified Manager of Advertising for The Macon Telegraph and
is duly authorized by the publisher thereof to make this
affidavit, and that advertisement as follows has been published in
The Macon Telegraph on the following dates:

06/10/2014 06/17/2014

2948314 # GEORGIA, BIBB COUNTY NOTICE OF INTENT TO FILE
REQUEST FOR BEER, WINE, LIQUOR LICENSE PACKAGED TO GO
-Pursuant to the ordinance adopted by Mayor and Council on the
15th day of August, 1979, notice is hereby given that on or after
the 17th day of May, 2014, the undersigned will apply to the City
of Macon for the issuance of a license at an establishment known
as Welcome, and located at 815 Shurling Drive, Macon, GA 31211,
this 4th day of May, 2014. s/Shiyeshkhumar Patel, Applicant 6001
Thomaston Rd. Apt. 703 Macon, GA 31220 #2948314: 6/10,17

SIGNED

Sworn to and subscribed before me this 17 day of JUNE 2014

Notary Public

487 CHERRY ST. • MACON, GEORGIA 31201
P.O. BOX 4167 • MACON, GEORGIA 31208-4167
478-744-4200 OR 1-800-342-5845
OFFICE USE ONLY

Applicant Name: SHIYESHKUMAR PATEL
Business Name: SHIVE 15, LLC D/B/A WELCOME
Business Address: 6440 HOUSTON RD MACON, GA 31216

After investigation, I recommend that the license requested herein be ☐Granted ☐Denied

9/1/14
Date

Signed
Sheriff, Bibb County, Georgia

Petition is hereby ☐Granted ☐Denied by the Macon-Bibb County Board of Commissioners

on this _______ day of __________, 20____.

Clerk, Macon-Bibb County Commission

I recommend that the application be ☐Granted ☐Denied

on this _______ day of __________, 20____.

Mayor, Macon-Bibb County

Alcoholic Beverage License Authorization Form
Macon-Bibb County
Business Development Services
682 Cherry Street, Suite 500
Macon, Georgia 31201
Alcoholic Beverage Application Procedures and Instructions

<table>
<thead>
<tr>
<th>New</th>
<th>Liquor Package</th>
<th>Beer Package</th>
<th>Wine Package</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Liquor Mixed</td>
<td>Beer C.O.P.</td>
<td>Wine C.O.P.</td>
</tr>
<tr>
<td></td>
<td>Drinks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Beer Draft</td>
<td>Liquor Wholesale</td>
<td>Wine Wholesale</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Manufacture</td>
</tr>
</tbody>
</table>

Shields LLC DBA The 6440 Houston RD Market, GA 41326 478-393-1435
Corporation and Trade Name

Name of Applicant and/or Agent

03/18/19
Date of Birth

$150.00 Application Fee

Applicant and/or Agent Information

1. Complete Surety License Bond.
2. Current photograph of applicant or agent.
3. Fingerprint of applicant are required.
4. Complete and sign Consent Form for State Wide Check.
5. Provide a valid copy of applicant’s State of Georgia driver’s license

Location Information

6. Affidavit from the Macon-Bibb County Engineer’s Department.
7. Proof of Planning and Zoning compliance.
8. Legal description of the property upon which premises are located.
9. Affidavit from the Macon Telegraph Newspaper.

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct my business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Signature of Applicant and/or Agent Date

ISSUED TO NAME: Shiyashkumar Patel

OWNER’S NAME: PARI1115 LLC

PROPOSED USE: C/O C-Store w/fuel sales & beer / wine pkg-to-go (Welcome Store)

ADDRESS OF PROPOSED USE: 6440 HOUSTON RD

STRUCTURE: EXISTING

MAP/PARCEL: N1300111

ZONING DISTRICT: C-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:

No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Subject to requirements of Business Development Services (formerly known as the Bureau of Inspections & Fees and Business Licenses offices). Subject to all applicable local, state, and federal regulations.

Beer & Wine pkg-to-go.

NOTE: IF CONSTRUCTION OR USE IS NOT RESUMED BY 1/13/2015 THIS PERMIT IS NULL & VOID

APPROVED BY: Ethan Tonn

NOTICE

This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office. This permit expires six (6) months from date issued unless construction or use is begun.

RECEIPT INFORMATION

<table>
<thead>
<tr>
<th>Description</th>
<th>Charge</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial, Industrial, Institutional</td>
<td>$200.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>TOTALS</td>
<td>$200.00</td>
<td>$200.00</td>
</tr>
</tbody>
</table>
MEASUREMENT FORM

Measured in a Straight Line From the Nearest Corner of Building

Retail Sales of Wine and Malt Beverages
Including both package sales and consumption on the premises
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT: SHYESHKUMAR PATEL

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 6440 HOUSTON ROAD

BUSINESS NAME: WELCOME

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of the building housing a school building, or an alcoholic treatment center measured and found to be more than 300 ft.

2. Nearest corner of building housing place of business to nearest corner the building housing such church, library or branch, or to the nearest corner of the school ground or college campus, measured and found to be more than 300 ft.

By: ____________________________
David P. Fortson, Macon-Bibb County Engineer

Date: 9/4/14

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office.
SHIYESHKUMAR DESAI
98 PEMBROKE POINT
Centerville, GA 31028

STATE OF GEORGIA
COUNTY OF BIBB

Personally appeared before me, a notary public within and for
above state and county, Dianne Buck, who deposes and says she is
the Classified Manager of Advertising for The Macon Telegraph and
is duly authorized by the publisher thereof to make this
affidavit, and that advertisement as follows has been published in
The Macon Telegraph on the following dates:

08/28/2014 08/29/2014 08/30/2014 08/31/2014 09/01/2014

2952591 # GEORGIA, BIBB COUNTY NOTICE OF INTENT TO FILE
REQUEST FOR BEER, WINE LICENSE PACKAGED TO GO -Pursuant to
the ordinance adopted by the County Board of Commissioners of Bibb
County, dated January 26, 1976, notice is hereby given that on or
after the 2nd day of September, 2014, the undersigned will apply
to said County Board of Commissioners for the issuance of a
license to WELCOME, 6440 Houston Road, Macon, GA 31216. -This
#2952591: 8/28, 29, 30, 31; 9/1

SIGNED

Sworn to and subscribed before me this 01 day of SEPTEMBER 2014

Notary Public

[Signature]

KELLY HARRIS
HOUSTON COUNTY, GA
OFFICE USE ONLY

Applicant Name: SANJAYKUMAR PATEL
Business Name: SHIV BHAVANI LLC d.b.a. FAMILY CORNER
Business Address: 4933 SARDIS CHURCH ROAD (31216)

After investigation, I recommend that the license requested herein be ☑️ Granted ☐ Denied

Date: 9/11/17

Sheriff, Bibb County, Georgia

Petition is hereby ☐ Granted ☐ Denied by the Macon-Bibb County Board of Commissioners
on this __________ day of __________, 20__

Clerk, Macon-Bibb County Commission

I recommend that the application be ☐ Granted ☐ Denied

on this __________ day of __________, 20__

Mayor, Macon-Bibb County

Alcoholic Beverage License Authorization Form
Macon-Bibb County  
Business Development Services  
682 Cherry Street, Suite 500  
Macon, Georgia 31201  

Alcoholic Beverage Application Procedures and Instructions

<table>
<thead>
<tr>
<th>New</th>
<th>Liquor Package</th>
<th>Beer Package</th>
<th>Wine Package</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer of Location</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Liquor Mixed Drinks</td>
<td>Beer C.O.P.</td>
<td>Wine C.O.P.</td>
</tr>
<tr>
<td>Transfer of Ownership</td>
<td></td>
<td>Beer Draft</td>
<td>Liquor Wholesale</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change of Agent</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Family Corner</th>
<th>Macon GA 31201</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shiv Bhuvanil</td>
<td>4933 Sardis Church Rd. 478-738-3203</td>
</tr>
<tr>
<td>Corporation and Trade Name</td>
<td>Business Address</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sanjaykumar Patel</th>
<th>Macon GA 91914-91914</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Applicant and/or Agent</td>
<td>Home Address</td>
</tr>
</tbody>
</table>

$150.00 Application Fee

Applicant and/or Agent Information

1. Complete Surety License Bond.
2. Current photograph of applicant or agent.
3. Fingerprint of applicant are required.
4. Complete and sign Consent Form for State Wide Check.
5. Provide a valid copy of applicant's State of Georgia driver's license.

Location Information

6. Affidavit from the Macon-Bibb County Engineer's Department.
7. Proof of Planning and Zoning compliance.
8. Legal description of the property upon which premises are located.
9. Affidavit from the Macon Telegraph Newspaper.

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct my business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

[Signature]
Signature of Applicant and/or Agent Date
ZONING COMPLIANCE
MACON-BIBB COUNTY PLANNING AND ZONING COMMISSION
Suite 1000 City Hall Annex, 682 Cherry Street, Macon, GA 31201
Website: www.maconbibbzn.org Telephone (478) 751-7450 Fax (478) 751-7448

ISSUED TO NAME: Sanjay Kumar Patel
OWNER'S NAME: DHANLAXMIJI INC
PROPOSED USE: C/O C-Store w/fuel & Beer/Wine PTG (Family Corner)
ADDRESS OF PROPOSED USE: 4933 SARDIS CHURCH RD
 STRUCTURE: EXISTING:
MAP/PARCEL: L1400188 ZONING DISTRICT: PDC

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS
As per application, approval to change ownership of an existing C-Store with fuel sales and beer/wine package to go. No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Subject to requirements of Business Development Services (formerly known as the Bureau of Inspections & Fees and Business Licenses offices). Subject to all applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 1/4/2015 THIS PERMIT IS NULL & VOID

APPROVED BY: Ethan Tonn

NOTICE
This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office. This permit expires 6 (6) months from date issued unless construction or use is begun.

RECEIPT INFORMATION

<table>
<thead>
<tr>
<th>Permit Description</th>
<th>Charge Description</th>
<th>Charge</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial/Industr/Institute</td>
<td>Commercial, Industrial, Institutional</td>
<td>$200.00</td>
<td>$200.00</td>
</tr>
<tr>
<td><strong>TOTALS:</strong></td>
<td></td>
<td><strong>$200.00</strong></td>
<td><strong>$200.00</strong></td>
</tr>
</tbody>
</table>
MEASUREMENT FORM

Measured in a Straight Line From the Nearest Corner of Building

Retail Sales of Wine and Malt Beverages
Including both package sales and consumption on the premises
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT: SANJAY KUMAR PATEL

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 4933 SARDIS CHURCH ROAD

BUSINESS NAME: FAMILY CORNER

To Be Completed by County Engineer

1. Nearest corner of building housing place of business to nearest corner of building housing church, measured and found to be more than 300 ft.; library or branch, measured and found to be more than 300 ft.

2. Nearest corner of building housing place of business to nearest corner of school ground or college campus, measured and found to be more than 300 ft.

By: ____________________________
David P. Fortson, Macon-Bibb County Engineer

Date: 2/4/17

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office.
STATE OF GEORGIA
COUNTY OF BIBB

Personally appeared before me, a notary public within and for
above state and county, Dianne Buck, who deposes and says she is
the Classified Manager of Advertising for The Macon Telegraph and
is duly authorized by the publisher thereof to make this
affidavit, and that advertisement as follows has been published in
The Macon Telegraph on the following dates:

07/17/2014 07/18/2014 07/19/2014 07/20/2014 07/21/2014

2950537 # GEORGIA, BIBB COUNTY NOTICE OF INTENT TO FILE
REQUEST FOR BEER, WINE, LICENSE PACKAGED TO GO -Pursuant to
the ordinance adopted by the County Board of Commissioners of Bibb
County, dated January 26, 1976, notice is hereby given that on or
after the 22nd day of July, 2014, the undersigned will apply to
said County Board of Commissioners for the issuance of a license
to Family Corner, 4933 Sardis Church Road, Macon, GA 31216. -This
14th day of July, 2014. /s/Sanjay Patel, applicant. #2950537:
7/17, 18, 19, 20, 21

SIGNED

Sworn to and subscribed before me this 21 day of JULY 2014

Notary Public

[Signature]
Applicant Name: SOON HUI CHA
Business Name: CHA-SUPER, INC. d/b/a LIZELLA SUPER MARKET
Business Address: 3309 HOLLEY RD LIZELLA, GA 31052

After investigation, I recommend that the license requested herein be ☑ Granted □ Denied
Date: 9/11/14
[Signature]
Sheriff, Bibb County, Georgia.

Petition is hereby ☐ Granted ☐ Denied by the Macon-Bibb County Board of Commissioners
on this ______ day of _______, 20____.

Clerk, Macon-Bibb County Commission

I recommend that the application be ☐ Granted ☐ Denied
on this ______ day of _______, 20____.

Mayor, Macon-Bibb County
Macon-Bibb County
Business Development Services
682 Cherry Street
Government Center Annex 5th Floor
P.O. Box 247 Macon, Georgia 31202-0247
Alcoholic Beverage Application Procedures and Instructions

<table>
<thead>
<tr>
<th>New</th>
<th>Liquor Package</th>
<th>Beer Package</th>
<th>Wine Package</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Liquor Mixed</td>
<td>Beer C.O.P.</td>
<td>Wine C.O.P.</td>
</tr>
<tr>
<td></td>
<td>Drinks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Liquor Wholesale</td>
<td>Beer Draft</td>
<td>Wine Wholesale</td>
</tr>
</tbody>
</table>

L'Zella Super Market
3394 Holley Rd
Business Address: 610 Liberty St
Business Telephone: 478-936-3555

Cha Super Ex.
Corporation and Trade Name
3394 Holley Rd
Business Address: 319, GA
Business Telephone: 478-936-3555

Saow Huy Cha
Name of Applicant and/or Agent
3990 Riverside Park Blvd Macon GA 31210

Social Security Number: 051233
Date of Birth: 05/12/33
Ages: 81
County of Residence: Bibb

$150.00 Application Fee

Applicant and/or Agent Information

1. Copy of appropriate (A.) State application and (B.) Personnel statement.
2. Complete personal performance bond included in application.
3. Current photograph of applicant or agent.
4. Fingerprint of applicant taken by the Bibb County Sheriff's Office Central Records Unit (by appointment only).
   Applicant/agent MUST be a resident of Macon-Bibb County.
5. Complete Consent Form for State Wide Check.
6. Submit a clear and valid copy of applicant's State of Georgia driver's license.

Location Information

7. Affidavit from the Macon-Bibb County Engineer's Department.
8. Proof of Planning and Zoning compliance.
9. Legal description of the property upon which premises are located.
10. Affidavit from the Macon Telegraph Newspaper.

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe and conduct my business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

[Signature]

[Date]

ISSUED TO NAME: Soon Hui Cha

OWNER'S NAME: TIMBERLAKE LLP

PROPOSED USE: Grocery store w/ beer & wine pkg to go

ADDRESS OF PROPOSED USE: 3309 HOLLEY RD

STRUCTURE: EXISTING

MAP/PARCEL: G0090102  ZONING DISTRICT: C-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:

As per application approval, to change ownership of an existing grocery store with gas sales. No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Subject to requirements of Business Development Services (formerly known as the Bureau of Inspections & Fees and Business Licenses offices). Subject to all applicable local, state, and federal regulations. C store with beer & wine pkg to go.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 2/10/2015 THIS PERMIT IS NULL & VOID

APPROVED BY: Ethan Tonn

NOTICE

This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services; and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with the plans submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office. This permit expires six (6) months from date issued unless construction or use is begun.

RECEIPT INFORMATION

<table>
<thead>
<tr>
<th>Permit Description</th>
<th>Charge Description</th>
<th>Charge</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial/Industrial/Istutional</td>
<td>$200.00</td>
<td>$200.00</td>
<td></td>
</tr>
</tbody>
</table>

TOTALS: $200.00 $200.00
MEASUREMENT FORM

Measured in a Straight Line From the Nearest Corner of Building

Retail Sales of Wine and Malt Beverages
Including both package sales and consumption on the premises.
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT:     SOON HUI CHIA

PROPOSED LICENSE:  BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION:    3309 HOLLEY ROAD

BUSINESS NAME:     LIZELLA SUPER MARKET

To Be Completed by County Engineer

1. Nearest corner of building housing place of business to nearest corner of building housing church, measured and found to be more than 300 ft.; library or branch, measured and found to be more than 300 ft.

2. Nearest corner of building housing place of business to nearest corner of school ground or college campus, measured and found to be more than 300 ft.

By:  David P. Fortson, Macon-Bibb County Engineer

Date:  5/24/17

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner’s Office.
LIZELLA SUPER MARKET  
3309 HOLLEY RD  
LIZELLA, GA 31052.

STATE OF GEORGIA  
COUNTY OF BIBB

Personally appeared before me, a notary public within and for  
above state and county, Dianne Buck, who deposes and says she is  
the Classified Manager of Advertising for The Macon Telegraph and  
is duly authorized by the publisher thereof to make this  
affidavit, and that advertisement as follows has been published in  
The Macon Telegraph on the following dates:

05/10/2014 05/11/2014 05/12/2014 05/13/2014 05/14/2014

2946441 # GEORGIA, BIBB COUNTY NOTICE OF INTENT TO FILE  
REQUEST FOR BEER, WINE LICENSE PACKAGED TO GO -Pursuant to  
the ordinance adopted by the County Board of Commissioners of Bibb  
County, dated January 26, 1976, notice is hereby given that on or  
after the 14 day of May, 20X14, the undersigned will apply to said  
County Board of Commissioners for the issuance of a license to  
Lizella Super Market, 3309 Holley Rd, Lizella, GA 31052. This  
6 day of May, 2014. /s/Soon Hui Cha, applicant. #2946441:5/10, 11,  
12, 13, 14

SIGNED  

Dianne Buck

Sworn to and subscribed before me this 14 day of MAY 2014

Notary Public

Kelly Brown

487 CHERRY ST. • MACON, GEORGIA 31201  
P.O. BOX 4167 • MACON, GEORGIA 31208-4167  
478-744-4200 OR 1-800-342-5845
OFFICE USE ONLY.

Applicant Name: SOON HUI CHA
Business Name: STAR FOOD NO ONE, INC d.b.a. STAR FOOD MART
Business Address: 4739 HOUSTON RD MACON, GA 31206

After Investigation, I recommend that the license requested hereon be [ ] Granted  [ ] Denied

[ ] 7/1/17
Date

[Signature]
Sheriff, Bibb County, Georgia

Petition is hereby [ ] Granted  [ ] Denied by the Macon-Bibb County Board of Commissioners on this _____ day of _______ 20_____

[Signature]
Clerk, Macon-Bibb County Commission

I recommend that the application be [ ] Granted  [ ] Denied

on this _____ day of _______ 20_____

[Signature]
Mayor, Macon-Bibb County

Alcoholic Beverage License Authorization Form
Macon-Bibb County
Business Development Services
682 Cherry Street, Suite 500
Macon, Georgia 31201

Alcoholic Beverage Application Procedures and Instructions

<table>
<thead>
<tr>
<th>New</th>
<th>Liquor Package</th>
<th>Beer Package</th>
<th>Wine Package</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer of Location</td>
<td>Liquor Mixed</td>
<td>Beer C.O.P.</td>
<td>Wine C.O.P.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer of Ownership</td>
<td>Beer Draft</td>
<td>Liquor Wholesale</td>
<td>Wine Wholesale</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change of Agent</td>
<td>Manufacture</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Corporation and Trade Name</th>
<th>Business Address</th>
<th>Business Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>STAR FOOD NO. ONE, INC.</td>
<td>4739 HOUSTON RD.</td>
<td></td>
</tr>
<tr>
<td>USA Star Food Mart</td>
<td>Macon, GA 31216</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Applicant and/or Agent</th>
<th>Home Address</th>
<th>Home Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soon Au Chi</td>
<td>3470 Riverside Park Blvd.</td>
<td>381-8213</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Social Security Number</th>
<th>Date of Birth</th>
<th>Age</th>
<th>County of Residence</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8-32</td>
<td></td>
<td>Bibb</td>
</tr>
</tbody>
</table>

$150.00 Application Fee

Applicant and/or Agent Information

1. Complete Surety License Bond.
2. Current photograph of applicant or agent.
3. Fingerprint of applicant are required.
4. Complete and sign Consent Form for State Wide Check.
5. Provide a valid copy of applicant's State of Georgia driver's license.

Location Information

6. Affidavit from the Macon-Bibb County Engineer's Department.
7. Proof of Planning and Zoning compliance.
8. Legal description of the property upon which premises are located.
9. Affidavit from the Macon Telegraph Newspaper.

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct my business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

[Signature]

Signature of Applicant and/or Agent Date: 08-32-14
ZONING COMPLIANCE
MACON-BIBB COUNTY PLANNING AND ZONING COMMISSION
Suite 1000 City Hall Annex, 682 Cherry Street, Macon, GA 31201
Website: www.maconbibbga.org
Telephone (478) 751-1450
Fax (478) 751-7448

PERMIT NO: 2014-00020596
ISSUED TO NAME: Soon Hui Cha
OWNER'S NAME: LAI MEI HSUEH - HAZLIP D
PROPOSED USE: C/o c-store w/gas, beer & wine pkg to go
ADDRESS OF PROPOSED USE: 4739 HOUSTON RD
STRUCTURE: EXISTING
MAP/PARCEL: P111003
ZONING DISTRICT: M-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS
No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Subject to requirements of Business Development Services (formerly known as the Bureau of Inspections & Fees and Business Licenses offices). Subject to all applicable local, state, and federal regulations. For a c-store with beer & wine packaged to go.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 7/10/2015 THIS PERMIT IS NULL & VOID

APPROVED BY: Ethan Tonn

NOTICE
This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof; nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with the plans submitted to the Macon-Bibb Planning and Zoning Commission and our file in its office. This permit expires six (6) months from date issued unless construction or use is begun.

RECEIPT INFORMATION

<table>
<thead>
<tr>
<th>Permit Description</th>
<th>Charge Description</th>
<th>Charge</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commer/Industri/institute</td>
<td>Alcohol Consumed on premises.</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Commer/Industri/institute</td>
<td>Commercial, industrial, institutional</td>
<td>$350.00</td>
<td>$350.00</td>
</tr>
<tr>
<td><strong>TOTALS:</strong></td>
<td></td>
<td><strong>$450.00</strong></td>
<td><strong>$460.00</strong></td>
</tr>
</tbody>
</table>
MEASUREMENT FORM

Measured in a Straight Line From the Nearest Corner of Building

Retail Sales of Wine and Malt Beverages
Including both package sales and consumption on the premises
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122.

APPLICANT: SOON HUI CHIA

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 4739 HOUSTON ROAD

BUSINESS NAME: STAR FOOD MART

To Be Completed by County Engineer

1. Nearest corner of building housing place of business to nearest corner of building
housing church, measured and found to be more than 300 ft.; library or branch, measured and
found to be more than 300 ft.

2. Nearest corner of building housing place of business to nearest corner of school
ground or college campus, measured and found to be more than 300 ft.

By: [Signature]
David P. Fortson, Macon-Bibb County Engineer

Date: 8/20/14

It is respectfully requested that forms be returned no later than Friday of each week for
use by the County Commissioner's Office.
STAR FOOD MART
4739 HOUSTON ROAD
MACON, GA 31216

STATE OF GEORGIA
COUNTY OF BIBB

Personally appeared before me, a notary public within and for above state and county, Dianne Buck, who deposes and says she is the Classified Manager of Advertising for The Macon Telegraph and is duly authorized by the publisher thereof to make this affidavit, and that advertisement as follows has been published in The Macon Telegraph on the following dates:

08/20/2014 08/21/2014 08/22/2014 08/23/2014 08/24/2014

2952198 # GEORGIA, BIBB COUNTY NOTICE OF INTENT TO FILE REQUEST FOR BEER, WINE LICENSE PACKAGED TO GO -Pursuant to the ordinance adopted by Mayor and Council on the 15th day of August, 1979, notice is hereby given that on or after the 20th day of August, 2014, the undersigned will apply to the City of Macon for the issuance of a license at an establishment known as Star Food Mart, and located at 4739 Houston Road, Macon, GA 31216, this 14th day of August, 2014. s/Soon Hui Cha, Applicant 4739 Houston Road Macon, GA 31216 #2952198: 8/20,21,22,23,24

SIGNED

5/21/14

Sworn to and subscribed before me this 24 day of AUGUST 2014

Notary Public

Kelly Harris

487 CHERRY ST. • MACON, GEORGIA 31201
P.O. BOX 4167 • MACON, GEORGIA 31208-4167
478-744-4200 OR 1-800-342-5845
OFFICE USE ONLY

Applicant Name: HAROLD ATKINSON
Business Name: GNARLY PINE INVESTMENTS, LLC D/B/A PINEBROOK PACKAGE STORE
Business Address: 4448 FORSYTH RD MACON, GA 31210

After Investigation, I recommend that the license requested herein be □ Granted □ Denied

Date 9/11/14

[Signature]
Sheriff, Bibb County, Georgia

Petition is hereby □ Granted □ Denied by the Macon-Bibb County Board of Commissioners

on this _______ day of _________, 20___.

[Signature]
Clerk, Macon-Bibb County Commission

I recommend that the application be □ Granted □ Denied

on this _______ day of _________, 20___.

[Signature]
Mayor, Macon-Bibb County

Alcoholic Beverage License Authorization Form
Macon-Bibb County
Business Development Services
682 Cherry Street, Suite 500
Macon, Georgia 31201

Alcoholic Beverage Application Procedures and Instructions

<table>
<thead>
<tr>
<th>New</th>
<th>Liquor Package</th>
<th>Beer Package</th>
<th>Wine Package</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer of Location</td>
<td>Liquor Mixed</td>
<td>Beer C.O.P.</td>
<td>Wine C.O.P.</td>
</tr>
<tr>
<td></td>
<td>Drinks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer of Ownership</td>
<td>Beer Draft</td>
<td>Liquor Wholesale</td>
<td>Wine Wholesale</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change of Agent</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Charly Fine Investments, LLC
Pine Grove Package Store 4498 Pynne Rd 4177-5556
Corporation and Trade Name
Business Address Macon, Ga. Business Telephone

Harold Atkins Jr. 735 Beacon Hill 418-954-1623
Name of Applicant and/or Agent Home Address Home Telephone

Social Security Number Date of Birth Age Bibb County of Residence

$150.00 Application Fee

Applicant and/or Agent Information

1. Complete Surety License Bond.
2. Current photograph of applicant or agent.
3. Fingerprint of applicant are required.
4. Complete and sign Consent Form for State Wide Check.
5. Provide a valid copy of applicant's State of Georgia driver's license.

Location Information

6. Affidavit from the Macon-Bibb County Engineer's Department.
7. Proof of Planning and Zoning compliance.
8. Legal description of the property upon which premises are located.
9. Affidavit from the Macon Telegraph Newspaper.

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct my business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Signature of Applicant and/or Agent Date 8/2/2014
ZONING COMPLIANCE
MACON-BIBB COUNTY PLANNING AND ZONING COMMISSION
Suite 1000 City Hall Annex, 682 Cherry Street, Macon, GA 31201
Website: www.maconbibbga.org  Telephone (478) 751-7450  Fax (478) 751-7448

PERMIT NO: 2014-0001.0005  DATE OF ISSUE: 8/14/2014
ISSUED TO NAME: Harold C. Atkinson.
OWNER'S NAME: SANDERS JOANN R.
PROPOSED USE: C/o Pinewrack Package Store (Package Store)
ADDRESS OF PROPOSED USE: 4444 FORSYTH RD (AKA: 4448 Forsyth Rd.)
STRUCTURE: EXISTING
MAP/PARCEL: M0620154  ZONING DISTRICT: C-4

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS
No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Subject to requirements of Business Development Services (formerly known as the Bureau of Inspections & Fees and Business Licenses offices). Subject to all applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY THIS PERMIT IS NULL & VOID

APPROVED BY: No

NOTICE
This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any cited restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office. This permit expires six (6) months from date issued unless construction or use is begun.

RECEIPT INFORMATION

<table>
<thead>
<tr>
<th>Permit Description</th>
<th>Charge Description</th>
<th>Charge</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Package Store - Permitted</td>
<td>Package Store-Permitted</td>
<td>$450.00</td>
<td>$450.00</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td><strong>$450.00</strong></td>
<td><strong>$450.00</strong></td>
</tr>
</tbody>
</table>
MEASUREMENT FORM

Retail Sales of Distilled Spirits for Packaged To Go
Macon-Bibb County Code Chapter 4, Alcoholic Beverages

APPLICANT: HAROLD C. ATKINSON

PROPOSED LICENSE: BEER, WINE, LIQUOR PACKAGED TO GO

BUSINESS LOCATION: 4448 FORSYTH ROAD

BUSINESS NAME: PINEBROOK PACKAGE STORE

To Be Completed by County Engineer

1. Nearest property line of the place of business to the nearest property line of church, an alcoholic treatment center, or a public library measured and found to be more than 300 ft; school ground, school building, educational building, or college campus, measured and found to be more than 600 ft. (Sec 4-142 (a)) X Yes ___ No ___ Not Applicable

Licenses for the sale of packaged beer or wine at retail and not consumption on premises are excepted from such distance limitations. Licenses for a private club or for a restaurant or other food service establishment which has, as its primary function, the serving of food and the sale of alcoholic beverages for consumption on the premises is exempt. (Sec 4-142(b))

2. For this package store the nearest corner of building housing place of business to nearest corner of building housing business location also licensed for the sale of distilled spirits is measured and found to be more than 1500 ft. (Sec 4-36 (4)) X Yes ___ No ___ Not Applicable

3. We are unable to determine if this is a bona fide restaurant or a bona fide food service establishment that qualifies for the exceptions or exemptions. ___ Yes ___ No X Not Applicable

By: David Fortson, Macon-Bibb County Engineer

Date: 8/20/14

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office
STATE OF GEORGIA
COUNTY OF BIBB

Personally appeared before me, a notary public within and for above state and county, Dianne Buck, who deposes and says she is the Classified Manager of Advertising for The Macon Telegraph and is duly authorized by the publisher thereof to make this affidavit, and that advertisement as follows has been published in The Macon Telegraph on the following dates:

08/23/2014 08/30/2014

2952173 # GEORGIA, BIBB COUNTY NOTICE OF INTENT TO FILE REQUEST FOR BEER, WINE, LIQUOR LICENSE PACKAGED TO GO

Pursuant to the ordinance adopted by Mayor and Council on the 15th day of August, 1979, notice is hereby given that on or after the 30th day of August, 2014, the undersigned will apply to the City of Macon for the issuance of a license at an establishment known as Pinebrook Package Store, and located at 4448 Forsyth Road, Macon, GA 31210, this 14th day of August, 2014. 5/23/30

SIGNED:  

Sworn to and subscribed before me this 30 day of AUGUST 2014

Notary Public

KELLY HARRIS
Applicant Name: DAVID (BEAU) M. DONNER
Business Name: HOA RESTAURANT HOLDER, LLC (HOOTERS OF MACON)
Business Address: 112 RIVERSIDE PKWY MACON, GA 31210

After investigation, I recommend that the license requested herein be [ ] Granted [ ] Denied

Date: 9/11/14
Sheriff, Bibb County, Georgia

Petition is hereby [ ] Granted [ ] Denied by the Macon-Bibb County Board of Commissioners on this ______ day of ________, 20____

Clerk, Macon-Bibb County Commission

I recommend that the application be [ ] Granted [ ] Denied on this ______ day of ________, 20____

Mayor, Macon-Bibb County
Macon-Bibb County
Business Development Services
682 Cherry Street 5th Floor
Macon, Georgia 31201

Alcoholic Beverage Application Procedures and Instructions

<table>
<thead>
<tr>
<th>New</th>
<th>Transfer of Location</th>
<th>Transfer of Ownership</th>
<th>Change of Agent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Liquor Package</td>
<td>Beer Package</td>
<td>Wine Package</td>
</tr>
<tr>
<td></td>
<td>Liquor Mixed</td>
<td>Beer C.O.P.</td>
<td>Wine C.O.P.</td>
</tr>
<tr>
<td></td>
<td>Drinks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Wholesale</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

HOA Restaurant Holder, LLC 112 Riverbluff, Macon, GA 31210 (478) 471-3775

Business Address: Business Telephone

David (Beau) M. Donner 133 Covington Drive, Macon, GA 31210 478-474-2119

Name of Applicant and/or Agent: Home Address
Home Telephone

Social Security Number: Date of Birth: Age? County of Residence?

$150.00 Application Fee

Applicant and/or Agent Information

1. Copy of appropriate (A) State application and (B) Personnel statement.
2. Complete personal performance bond included in application.
3. Current photograph of applicant or agent.
4. Fingerprint of applicant taken by the Bibb County Sheriff's Office Central Records Unit (by appointment only).
   Applicant/agent MUST be a resident of Bibb County.
5. Complete Consent Form for State Wide Check.
6. Submit a clear and valid copy of applicant's State of Georgia driver's license.

Location Information

7. Affidavit from the Macon-Bibb County Engineer's Department.
8. Proof of Planning and Zoning compliance.
9. Legal description of the property upon which premises are located.
10. Affidavit from the Macon Telegraph Newspaper.

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe and conduct my business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Signature of Applicant and/or Agent Date: 7/1/19

BIBB COUNTY SHERIFF'S OFFICE USE ONLY

The application of is complete and the Bibb County Sheriff or his designee finds no disqualifying items present and therefore, approves it by the Bibb County Sheriff's Office.

Sheriff or Designee
ZONING COMPLIANCE
MACON-BIBB COUNTY PLANNING AND ZONING COMMISSION
Suite 1000 Southern Trust Bldg., 602 Cherry St., Macon, Georgia 31201
Planning Office 478-751-7450 Zoning Office 478-751-7450 Fax 478-751-7448

PERMIT NO: 14-20513. DATE OF ISSUE: 7/24/2014
ISSUED TO: HOA RESTAURANT HOLDER
OWNERS NAME: SELBY FAM TR BY TRUSTEES
PROPOSED USE: RESTAURANT W/ALCOHOL (HOOTERS)
ADDRESS OF PROPOSED USE: 112 RIVERSIDE PKWY

EXISTING BUILDING: OUTSIDE CITY
MAP NO: N041
DISTRICT: C-2
CODE: LOT: 0041

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:
No outside storage, sales, or display authorized. No signage authorized by this permit.
Signage shall require a separate Zoning permit. Subject to requirements of Business
Development Services (formerly known as the Bureau of Inspections & Fees and Business
Licenses offices). Subject to all applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 1/24/2016, THIS PERMIT IS NULL AND VOID.

APPROVED BY: Ethan Torn

THIS CERTIFICATE OF ZONING COMPLIANCE MUST BE POSTED.
MEASUREMENT FORM

Retail Sales of Distilled Spirits for Consumption on the Premises
Macon-Bibb County Code Chapter 4, Alcoholic Beverages

APPLICANT: HOA RESTAURANT HOLDER, LLC

PROPOSED LICENSE: BEER, WINE, LIQUOR CONSUMED ON PREMISES

BUSINESS LOCATION: 112 RIVERSIDE PARKWAY

BUSINESS NAME: HOA RESTAURANT HOLDER, LLC D/B/A
HOOTERS OF MACON

To Be Completed by County Engineer

1. Nearest property line of the place of business to the nearest property line of church, an
   alcoholic treatment center, or a public library measured and found to be more than 300 ft.; school
   ground, school building, educational building, or college campus, measured and found to be
   more than 600 ft. (Sec 4-142 (a))  _X_ Yes ___ No ___ Not Applicable

   Licenses for the sale of packaged beer or wine at retail and not consumed on premises are
   excepted from such distance limitations. Licenses for a private club or for a restaurant or other
   food service establishment which has, as its primary function, the serving of food and the sale of
   alcoholic beverages for consumption the premises is exempt. (Sec 4-142(b))

2. For this package store the nearest corner of building housing place of business to nearest
   corner of building housing business location also licensed for the sale of distilled spirits is
   measured and found to be more than 1500 ft. (Sec 4-36 (4))
   ___ Yes ___ No  _X_ Not Applicable

3. We are unable to determine if this is a bona fide restaurant or bona fide food service
   establishment that qualifies for the exceptions or exemptions.
   _X_ Yes  ___ No  ___ Not Applicable

By: ________________________________
David Fortson, Macon-Bibb County Engineer

Date: 6/24/17

It is respectfully requested that forms be returned no later than Friday of each week
for use by the County Commissioner's Office.
STATE OF GEORGIA, COUNTY OF BIBB

PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR ABOVE STATE AND COUNTY, DIANNE BUCK, WHO DEPOSES AND SAYS SHE IS THE CLASSIFIED/LEGAL MANAGER FOR THE MACON TELEGRAPH AND IS DULY AUTHORIZED BY THE PUBLISHER THEREOF TO MAKE THIS AFFIDAVIT, AND THAT ADVERTISEMENT AS PER ATTACHED CLIPPING HAS BEEN PUBLISHED IN THE MACON TELEGRAPH ON THE FOLLOWING DATES: 7/18, 19, 20, 21, 22

SIGNED

SWORN TO AND SUBSCRIBED BEFORE ME THIS 24TH DAY OF JULY, 2014

NOTARY PUBLIC, BIBB COUNTY, GEORGIA

KELLY HARRIS

GEORGIA, BIBB COUNTY
NOTICE OF INTENT
TO FILE REQUEST FOR
BEER, WINE, LIQUOR LICENSE
ON PREMISES

Pursuant to the ordinance adopted by the County Board of Commissioners of Bibb County, dated January 26, 1976, notice is hereby given that on or after the 22nd day of July, 2014, the undersigned will apply to said County Board of Commissioners for the issuance of a license to HOA Restaurant Holder, LLC d/b/a Hooters of Macon, 112 Riverside Parkway, Macon, GA 31210.

This 15th day of July, 2014.
/s/Dana M. Izenstein,
Attorney for HOA Restaurant Holder, LLC

Ad Number 2950598: 7/18, 19, 20, 21, 22
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF A 2015
HYBRID VEHICLE AND A 2015 15 PASSENGER VAN FOR USE BY THE FIRE
DEPARTMENT IN THE AMOUNT OF $53,493.12, TO BE PAID FROM SPLOST
FUNDS IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS
EXHIBIT "A"; AND FOR OTHER PURPOSES.

WHEREAS, on August 8, 2014, Macon-Bibb County released an invitation for bids
regarding purchasing vehicles for the Fire Department; and

WHEREAS, the Macon-Bibb County Procurement Department emailed twelve (12) known
suppliers as well as advertised on the Macon-Bibb County Procurement page; and

WHEREAS, four (4) responses were received on the published date, August 21, 2014,
tabulated for responsiveness and provided to the user department for specification requirement
review; and

WHEREAS, after review of the bids, Riverside Ford, who was the low bidder on the 2015
Hybrid Vehicle and 2015 15 Passenger Van, was recommended for award; and

WHEREAS, the Macon-Bibb County Procurement Department concurs with this award as it
is being awarded to the lowest bidder; and

WHEREAS, these vehicles will be used by the Fire Department in its daily needs and
operations; and

WHEREAS, this resolution will benefit and promote the health, safety, morals, and welfare
of the citizens of 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 for the purchase of a 2015 Hybrid Vehicle in the amount of $24,164.34 and a 2015 15
Passenger Van in the amount of $29,331.68, for a total sum of $53,493.12 to be paid from SPLOST
funds, with Riverside Ford in essentially 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
PURCHASE AND SALE AGREEMENT

STATE OF GEORGIA

COUNTY OF MACON-BIBB

Bid Number: 15-012-DAE

"2015 Hybrid Vehicle and 15 Passenger Van."

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is entered into by Riverside Ford (hereinafter "Riverside"), a Georgia Corporation located in Macon, Georgia, and Macon-Bibb County (hereinafter "County"), a political subdivision of the State of Georgia, with both parties collectively being referred hereto as "the Parties, on this ______ day of ________, 2014.

WHEREAS, Riverside is in the business of selling new Ford cars, crossovers, SUVs and trucks and vans; and

WHEREAS, County desires to purchase such equipment; and

NOW THEREFORE, in consideration of the mutual agreements and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are expressly acknowledged, it is mutually agreed and covenanted by and between the Parties to this Agreement as follows:

1. Sale of Equipment. Riverside hereby agrees to sell and deliver to County the equipment and services described in the Invitation for Bid, which has been attached hereto as Exhibit A. Exhibit A is specifically incorporated as part of this Agreement and Riverside agrees to provide all vehicles and services referenced and described in Exhibit A.

2. Purchase Price. County agrees to pay, and Riverside agrees to accept, the purchase price of fifty-three thousand four hundred ninety-three dollars and 12/100 ($53,493.12) as full compensation and consideration for the vehicles and services provided.

3. Payment. Upon satisfactorily delivery of the vehicles and services provided in Exhibit A, Riverside shall provide a purchase invoice to the County. County agrees to pay the
amount stated in Section two (2) of this Agreement and said invoice shall reflect this amount. Payment of said invoice will be paid no later than thirty (30) days of receiving said invoice.

4. **Delivery of Equipment and Services.** The delivery method of the equipment and services provided for in Exhibit A will be at the sole discretion of Riverside, and delivery of such equipment and services shall be made within six (6) to eight (8) weeks of the receipt of the agreement and purchase order. The vehicles shall be packaged appropriately and shall be delivered in an undamaged condition to 1122 Seventh Street, Macon, Georgia 31206, with Riverside providing twenty-four (24) hours' notice prior to delivery as stated in the attached Invitation for Bid, Section H. Upon delivery, and prior to acceptance, County shall inspect equipment for damage and sign an acceptance of delivery form. Risk of loss during transit of said vehicles, and at all times prior to County inspecting and signing an acceptance of delivery form, shall remain with Riverside.

5. **Manuals.** Upon delivery, Riverside agrees to provide County with a parts/repair manual for the equipment. Said manual may be in a written or electronic format as provided for in the Invitation for Bid.

6. **Failure to Deliver Equipment and/or Services.** Should Riverside fail to deliver the referenced equipment or services provided for in Exhibit A, County shall have the right to withhold performance of payment until such equipment and services are rendered as required under Exhibit A. In addition, County may also elect to cancel said purchase upon non-performance by Riverside.

7. **Indemnification.** Riverside hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees, (collectively, Releasees), 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
Riverside, its agents, employees, subcontractors, or others working at the direction or on behalf of Riverside. Riverside's obligation to indemnify any Releasees shall survive the expiration or termination of this Agreement by either Party for any reason.

8. **Assignment.** Riverside shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent.

9. **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.

10. **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.

11. **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.

12. **Titles, Captions, 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.

13. **Amendments.** This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.
14. **Exhibits.** All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

15. **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.

16. **Entire Agreement.** The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between County and Riverside and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. County and Riverside 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.

17. **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.
WHEREFORE, the Parties, having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures below.

On Behalf of Macon-Bibb County:

By: ________________________________ Date ________________________________
    Robert A. B. Reichert, Mayor

Attest: ________________________________ Date ________________________________
        Shelia Thurmond, Clerk of Commission

On Behalf of Riverside Ford:

By: ________________________________ Date ________________________________
    Signature of Authorized Official

Printed Name of Authorized Official ________________________________ Job Title of Signor ________________________________

Attest: On this, the ______ day of __________________, 20____, before me personally appeared ________________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

Signature of Notary Public ________________________________ (Notary Seal/Stamp)
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
BID AWARD RECOMMENDATION

<table>
<thead>
<tr>
<th>Date</th>
<th>COMMUNITY OF DISC.</th>
<th>PROJECT CODE</th>
<th>COMMUNITY OF DISC.</th>
<th>PROJECT CODE</th>
<th>PROCUREMENT FACILITATOR</th>
</tr>
</thead>
</table>

The following documents are included with this recommendation:

- [x] Buyer's Award Recommendation (this form)
- [x] User Department Recommendation
- [x] Official Bid Tabulation
- [x] Copy of Recommended Vendor's bid
- [ ] Addenda (if any)
- [x] Original Invitation for Bids

After reviewing all proposals, the committee recommends: [x] Award as Follows  [ ] Reject all proposals, Re-solicit

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Riverside Ford (2015 MBFD Hybrid Vehicle)</td>
<td>$24,164.34</td>
</tr>
<tr>
<td>Riverside Ford (2015 Passenger Van)</td>
<td>$29,331.68</td>
</tr>
<tr>
<td>Total</td>
<td>$53,493.12</td>
</tr>
</tbody>
</table>

If recommending other than the lowest proposer please answer the following:

Did the low proposer meet the requirements of the bid? [ ] Yes  [ ] No  [x] N/A

Indicate why proposal should be rejected:  [ ] Over budget  [ ] No One Meets Specifications  [ ] Other  [x] N/A

Award Requirements:  [ ] HOLD FOR MBCC AWARD  [ ] HOLD FOR MBCC ACTION

Details of solicitation process:

Invitation for Bids (IFB) # 15-012-DAE was published on 8/6/2014. Emailed to twelve (12) known suppliers and advertised on Macon-Bibb County’s Procurement page. On the published due date (8/21/2014), four (4) responses were received in Procurement, tabulated for responsiveness and provided to the user department for specification requirement review. After review of the bids, award was recommended to Riverside Ford (a local vendor), who was the low bidder for the 2015 Hybrid vehicle and the 2015 Passenger Van. Riverside Ford’s total combined recommended award is $53,493.12. Procurement concurs with this award.

I have read the recommendation prepared by the department and agree with their recommendation. [x] Yes  [ ] No

<table>
<thead>
<tr>
<th>PROCUREMENT FACILITATOR</th>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>4/3/2014</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROCUREMENT DIRECTOR</th>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>4/3/2014</td>
</tr>
</tbody>
</table>
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
RECOMMENDATION of AWARD
(To be completed by the Department Head)

TO: CHIEF RIGGINS & CHIEF EDWARDS   FROM: DOREEN EIDMANN

Attached is the tabulation and copies of bids received for items/services requisitioned by your department. Please complete this form and return it to the buyer named above in order that the award process may continue. Incomplete forms will be returned.

<table>
<thead>
<tr>
<th>DATE</th>
<th>BID NO.</th>
<th>COMMODITY OR DESC.</th>
<th>DEPARTMENT</th>
<th>AMT BUDGETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/21/2014</td>
<td>15/012/DAE</td>
<td>VEHICLES FOR FIRE</td>
<td>FIRE</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>DEPARTMENT</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

After reviewing all bids, I recommend:  ☐ Award as Follows  ☐ Reject all Bids, Revise Specs and Re-bid

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>COMMODITY OR DESC.</th>
<th>AMT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Riverside</td>
<td>2015 Ford Hybrid</td>
<td>24,164.31</td>
</tr>
<tr>
<td>Ford</td>
<td>2015 Passat</td>
<td>29,381.62</td>
</tr>
<tr>
<td></td>
<td></td>
<td>53,445.93</td>
</tr>
</tbody>
</table>

If recommending other than the lowest bidder please answer the following:

Did the low bidder meet the requirements of the bid?  ☐ Yes  ☐ No (explain below)

<table>
<thead>
<tr>
<th>REQUIREMENT AS STATED IN THE BID</th>
<th>HOW LOW BID DOES NOT MEET THE REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Indicate why all bids should be rejected (Check all that apply):  ☐ Over budget  ☐ None Meet Specifications  ☐ Other

<table>
<thead>
<tr>
<th>REJECTION JUSTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

NAME: [Signature]  TITLE: Fire Chief

SIGNATURE: [Signature]  DATE: 9/11/14
<table>
<thead>
<tr>
<th>ITEM</th>
<th>MAKE</th>
<th>MODEL/DESCRIPTION</th>
<th>RIVERSIDE</th>
<th>WINCHESTER</th>
<th>OTHER</th>
<th>BRANNEN ENGINEURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>BA</td>
<td>2015 FIRE INVESTIGATOR VEHICLE SUV</td>
<td>$30,650.00</td>
<td>NO BID</td>
<td>$51,417.00</td>
<td>$30,250.00</td>
</tr>
<tr>
<td>2</td>
<td>BA</td>
<td>2015 MBPD HYBRID VEHICLE</td>
<td>NO BID</td>
<td>$24,161.34</td>
<td>$29,744.00</td>
<td>NO BID</td>
</tr>
<tr>
<td>3</td>
<td>BA</td>
<td>2015 SPORT UTILITY VEHICLE (SUV)</td>
<td>$30,650.00</td>
<td>NO BID</td>
<td>$51,417.00</td>
<td>$32,500.00</td>
</tr>
<tr>
<td>4</td>
<td>BA</td>
<td>PASSENGER VAN</td>
<td>$30,094.00</td>
<td>$39,401.68</td>
<td>NO BID</td>
<td>NO BID</td>
</tr>
</tbody>
</table>

I certify that this is a correct tabulation of bid received and opened at the time and place as stated in the bid notice. I also certify that I have personally and visually checked the tabulation against the proposal forms submitted.

BY: Doreen Eidmann
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF A 2015 FIRE INVESTIGATOR VEHICLE AND A 2015 SUV FOR USE BY THE FIRE DEPARTMENT IN THE AMOUNT OF $62,750.00, TO BE PAID FROM SPLOST FUNDS IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT “A”; AND FOR OTHER PURPOSES.

WHEREAS, on August 8, 2014, Macon-Bibb County released an invitation for bids regarding purchasing vehicles for the Fire Department; and

WHEREAS, the Macon-Bibb County Procurement Department emailed twelve (12) known suppliers as well as advertised on the Macon-Bibb County Procurement page; and

WHEREAS, four (4) responses were received on the published date, August 21, 2014, tabulated for responsiveness and provided to the user department for specification requirement review; and

WHEREAS, after review of the bids, Brannen Motor Company, who was the low bidder on the Investigator Vehicle, was recommended for award; and

WHEREAS, the second award made to Brannen Motor Company for the 2015 SUV is made on the basis of delivery time frame although the cost is slightly higher than the lowest bid (the low bidder required 14 months to complete delivery of the vehicle, Brannen is $1,850 higher than the lowest bidder, Brannen was the next lowest bidder and Brannen can deliver the vehicle 30 days after signing the agreement and receipt of the purchase order); and

WHEREAS, the Macon-Bibb County Procurement Department concurs with this award, in accordance with Code Sec. 19-5.1(g) and the recommended award represents the best value; and

WHEREAS, these vehicles will be used by the Fire Department in its daily needs and operations; and

WHEREAS, this resolution will benefit and promote the health, safety, morals, and welfare of the citizens of 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 for the purchase of a 2015 Ford Investigator Vehicle in the amount of $30,250.00 and a 2015 Ford SUV in the amount of $32,500.00, for a total sum of $62,750.00 to be paid from SPLOST funds, with Brannen Motor Company in essentially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this ___ day of ____________, 2014.

By: 

ROBERT A.B. REICHERT, MAYOR

Attest: 

SHELVIA THURMOND, CLERK OF COMMISSION
PURCHASE AND SALE AGREEMENT

STATE OF GEORGIA

COUNTY OF MACON-BIBB

Bid Number: 15-012-DAE

"2013 Fire Investigator Vehicle and SUV"

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is entered into by Brannen Motor Company (hereinafter "Brannen"), a Georgia Corporation located in Unadilla, Georgia, and Macon-Bibb County (hereinafter "County"), a political subdivision of the State of Georgia, with both parties collectively being referred hereto as "the Parties," on this ___ day of ________________, 2014.

WHEREAS, Brannen is in the business of selling new Ford cars, crossovers, SUVs and trucks; and

WHEREAS, County desires to purchase such equipment; and

NOW THEREFORE, in consideration of the mutual agreements and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are expressly acknowledged, it is mutually agreed and covenanted by and between the Parties to this Agreement as follows:

1. Sale of Equipment. Brannen hereby agrees to sell and deliver to County the equipment and services described in the Invitation for Bid, which has been attached hereto as Exhibit A. Exhibit A is specifically incorporated as part of this Agreement and Brannen agrees to provide all vehicles and services referenced and described in Exhibit A.

2. Purchase Price. County agrees to pay, and Brannen agrees to accept, the purchase price of sixty-two thousand seven hundred fifty dollars and 00/100 ($62,750.00) as full compensation and consideration for the vehicles and services provided.

3. Payment. Upon satisfactorily delivery of the vehicles and services provided in Exhibit A, Brannen shall provide a purchase invoice to the County. County agrees to pay the
amount stated in Section two (2) of this Agreement and said invoice shall reflect this amount. Payment of said invoice will be paid no later than thirty (30) days of receiving said invoice.

4. **Delivery of Equipment and Services.** The delivery method of the equipment and services provided for in Exhibit A will be at the sole discretion of Brannen, and delivery of such equipment and services shall be made within thirty (30) days of the receipt of the agreement and purchase order. The vehicles shall be packaged appropriately and shall be delivered in an undamaged condition to 1122 Seventh Street, Macon, Georgia 31206, with Brannen providing twenty-four (24) hours’ notice prior to delivery as stated in the attached Invitation for Bid, Section H. Upon delivery, and prior to acceptance, County shall inspect equipment for damage and sign an acceptance of delivery form. Risk of loss during transit of said vehicles, and at all times prior to County inspecting and signing an acceptance of delivery form, shall remain with Brannen.

5. **Manuals.** Upon delivery, Brannen agrees to provide County with a parts/repair manual for the equipment. Said manual may be in a written or electronic format as provided for in the Invitation for Bid.

6. **Failure to Deliver Equipment and/or Services.** Should Brannen fail to deliver the referenced equipment or services provided for in Exhibit A, County shall have the right to withhold performance of payment until such equipment and services are rendered as required under Exhibit A. In addition, County may also elect to cancel said purchase upon non-performance by Brannen.

7. **Indemnification.** Brannen 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
Brannen, its agents, employees, subcontractors, or others working at the direction or on behalf of Brannen. Brannen’s obligation to indemnify any Releasees shall survive the expiration or termination of this Agreement by either Party for any reason.

8. **Assignment.** Brannen shall not assign or subcontract the whole or any part of this Agreement without County’s prior written consent.

9. **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.

10. **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.

11. **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.

12. **Titles, Captions, 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.

13. **Amendments.** This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.
14. **Exhibits.** All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

15. **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.

16. **Entire Agreement.** The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between County and Brannen and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. County and Brannen 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.

17. **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.
WHEREFORE, the Parties, having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures below.

On Behalf of Macon-Bibb County:

By: ____________________________  Date: __________
    Robert A. B. Reichert, Mayor

Attest: __________________________ Date: __________
       Sheila Thurmond, Clerk of Commission

On Behalf of Brannen Motor Company:

By: ____________________________ Date: __________
   Signature of Authorized Official

Printed Name of Authorized Official ___________________________ Job Title of Signor:

Attest: On this, the ______ day of ____________, 20__, before me, personally appeared ____________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

Signature of Notary Public ___________________________ (Notary Seal/Stamp)
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
BID AWARD RECOMMENDATION


The following documents are included with this recommendation:
- ☒ Buyer’s Award Recommendation (this form)
- ☒ User Department Recommendation
- ☒ Official Bid Tabulation
- ☒ Copy of Recommended Vendor’s bid
- ☐ Addenda (if any)
- ☒ Original Invitation for Bids

After reviewing all proposals, the committee recommends ☒ Award as Follows ☐ Reject all proposals, Re-solicit

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brannen Motor Company (SUV)</td>
<td>$32,500.00</td>
</tr>
<tr>
<td>Brannen Motor Company (Investigator Vehicle)</td>
<td>$30,250.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$62,750.00</strong></td>
</tr>
</tbody>
</table>

If recommending other than the lowest proposer please answer the following:
Did the low proposer meet the requirements of the bid? ☐ Yes ☒ No ☐ N/A

Indicate why proposal should be rejected: ☐ Over budget ☐ No One Meets Specifications ☐ Other ☐ N/A

Award Requirements:
- ☐ HOLD FOR MBCC AWARD
- ☐ HOLD FOR MBCC ACTION

Details of solicitation process:
Invitation for Bids (IFB) # 15-012-DAE was published on 8/8/2014. Emailed to Twelve (12) known suppliers and advertised on Macon-Bibb County’s Procurement page. On the published due date (8/21/2014), four (4) responses were received in Procurement, tabulated for responsiveness and provided to the user department for specification requirement review. After review of the bids, Brannen Motor Company, who was the low bidder on Investigator vehicle, is recommended for award. The second award made to Brannen Motor Company, is made on the basis of delivery timeframe, although the cost is slightly higher than the lowest bid, the low bidder requires one year for delivery. As this recommendation represents best value, Procurement concurs with this award.

I have read the recommendation prepared by the department and agree with their recommendation. ☒ Yes ☐ No

Procurement Facilitator

Procurement Director

MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
RECOMMENDATION of AWARD
(To be completed by the department head)

TO: CHIEF RIGGINS & CHIEF EDWARDS
FROM: DOREEN EIDMANN

Attached is the tabulation and copies of bids received for items/services requisitioned by your department. Please complete this form and return it to the buyer named above in order that the award process may continue. Incomplete forms will be returned.

<table>
<thead>
<tr>
<th>DATE</th>
<th>BID NO</th>
<th>COMMODITY OR DESC.</th>
<th>DEPARTMENT</th>
<th>AMT BUDGETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/21/2014</td>
<td>15/012/DAE</td>
<td>VEHICLES FOR FIRE DEPARTMENT</td>
<td>FIRE</td>
<td></td>
</tr>
</tbody>
</table>

After reviewing all bids, I recommend: 
☑ Award as follows
☐ Reject all Bids, Revise Specs and Re-bid

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Vendor Name]</td>
<td>$22,500</td>
</tr>
<tr>
<td></td>
<td>$32,500</td>
</tr>
</tbody>
</table>

If recommending other than the lowest bidder please answer the following:
Did the low bidder meet the requirements of the bid?
☑ Yes
☐ No (explain below)

<table>
<thead>
<tr>
<th>REQUIREMENT AS STATED IN THE BID</th>
<th>LOW BID DOES NOT MEET THE REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Indicate why all bids should be rejected (Check all that apply): 
☐ Over budget
☐ None meet Specifications
☐ Other

NAME: [Signature]
TITLE: [Title]
SIGNATURE: [Signature]
DATE: 8/20/14
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
RECOMMENDATION OF AWARD
(TO BE COMPLETED BY THE DEPARTMENT HEAD)

TO: CHIEF RIGGINS & CHIEF EDWARDS  FROM: DOREEN EIDMANN

Attached is the tabulation and copies of bids received for items/services requisitioned by your department. Please complete this form and return it to the buyer named above in order that the award process may continue. Incomplete forms will be returned.

<table>
<thead>
<tr>
<th>DATE</th>
<th>BID NO.</th>
<th>COMMODITY OR DESC.</th>
<th>DEPARTMENT</th>
<th>AMT. BUDGETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/21/2014</td>
<td>15/012/DAE</td>
<td>VEHICLES FOR FIRE DEPARTMENT</td>
<td>FIRE</td>
<td></td>
</tr>
</tbody>
</table>

After reviewing all bids, I recommend: [ ] Award as Follows  [ ] Reject all Bids, Revise Specs and Re-bid

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brown &amp; Co.</td>
<td>$30,250</td>
</tr>
</tbody>
</table>

If recommending other than the lowest bidder please answer the following:

Did the low bidder meet the requirements of the bid? [ ] Yes  [ ] No (explain below)

<table>
<thead>
<tr>
<th>REQUIREMENT AS STATED IN THE BID</th>
<th>HOW LOW BID DOES NOT MEET THE REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>The four month lease, the vehicle on time, the lease cost $30,250.</td>
<td></td>
</tr>
</tbody>
</table>

Indicate why all bids should be rejected (Check all that apply): [ ] Over budget  [ ] None meet specifications  [ ] Other

NAME: [Signature]

TITLE: 

DATE: 8/21/14
<table>
<thead>
<tr>
<th>BID NO.</th>
<th>VEHICLE TYPE</th>
<th>MAKE/MODEL</th>
<th>YEAR</th>
<th>MILEAGE</th>
<th>THEORETICAL PRICE</th>
<th>BID PRICE</th>
<th>LOWEST BID</th>
<th>BIDDER</th>
<th>SIGNED BID</th>
<th>FINANCIAL &amp; LEGAL STATEMENT SIGNED</th>
<th>GA IMM. &amp; COMPL. ACT SIGNED</th>
<th>LIST OF SUB CONTRACTORS</th>
<th>CONTRACTOR MINORITY PARTICIPATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2015 FIRE INVESTIGATOR VEHICLE SUV</td>
<td></td>
<td></td>
<td></td>
<td>$30,650.00</td>
<td>NO BID</td>
<td>$29,844.00</td>
<td>NO BID</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>2015 MBED HYBRID VEHICLE</td>
<td></td>
<td></td>
<td></td>
<td>$24,651.34</td>
<td>$29,744.00</td>
<td>NO BID</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>2015 SPORT UTILITY VEHICLE (SUV)</td>
<td></td>
<td></td>
<td></td>
<td>$30,650.00</td>
<td>NO BID</td>
<td>$51,417.00</td>
<td>NO BID</td>
<td>NO BID</td>
<td>NO BID</td>
<td>NO BID</td>
<td>NO BID</td>
<td>NO BID</td>
</tr>
<tr>
<td></td>
<td>PASSENGER VAN</td>
<td></td>
<td></td>
<td></td>
<td>$30,928.00</td>
<td>$29,321.88</td>
<td>NO BID</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

I certify that this is a correct tabulation of bid received and opened at the time and place as stated in the bid notice. I also certify that I have personally and visually checked the tabulation against the proposal forms submitted.

BY: Doreen Eidmann

Page 12 of 13
I certify that my bid meets these minimum specifications. This bid shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

**BIDDER INFORMATION**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Brennan Motor Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Address:</td>
<td>P.O. Box 746 Uvalde, Ga. 31091</td>
</tr>
<tr>
<td>Authorized By (typed or printed name):</td>
<td>Bobby Reed</td>
</tr>
<tr>
<td>Title:</td>
<td>Fleet Mgr.</td>
</tr>
<tr>
<td>Authorized Signature:</td>
<td>Bobby Reed</td>
</tr>
<tr>
<td>Date:</td>
<td>8-11-2014</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>807-997-9696</td>
</tr>
<tr>
<td>Fax Number:</td>
<td>478-627-9550</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:brennenmotorcompany@hotmail.com">brennenmotorcompany@hotmail.com</a></td>
</tr>
</tbody>
</table>

**REMITTANCE INFORMATION**

<table>
<thead>
<tr>
<th>Remit to Name:</th>
<th>Brennan Motor Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remit to Address:</td>
<td>P.O. Box 746</td>
</tr>
<tr>
<td>City:</td>
<td>Uvalde</td>
</tr>
<tr>
<td>State:</td>
<td>Ga.</td>
</tr>
<tr>
<td>Zip:</td>
<td>31091</td>
</tr>
<tr>
<td>County:</td>
<td>Doug</td>
</tr>
<tr>
<td>Phone:</td>
<td>807-997-9696</td>
</tr>
<tr>
<td>Fax:</td>
<td>478-627-9550</td>
</tr>
<tr>
<td>Contact:</td>
<td>Bobby Reed</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:brennenmotorcompany@hotmail.com">brennenmotorcompany@hotmail.com</a></td>
</tr>
<tr>
<td>Tax ID:</td>
<td>□ SSN  ★ Federal Tax</td>
</tr>
<tr>
<td>ID:</td>
<td>58-1022408</td>
</tr>
<tr>
<td>Business Type:</td>
<td>□ Individual  ★ Business  □ Misc.</td>
</tr>
</tbody>
</table>

**MBE/WBE/DEBT/ASSET (If applicable)**

| African American | Hispanic | Native American | Asian American |
| Enabled | □ Hispanic | Native American | Asian American |
| Disabled | □ Woman-Owned | ★ Not-Applicable |

1, Barry Smallwood, Purchasing Agent, Bibb County Government, do certify this bid was publicly opened and read at the time and place stated in the bid notice.

Purchasing Agent  Witness  August 8, 2014
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO APPROPRIATE ADDITIONAL FUNDS FOR THE BOARD OF ELECTIONS TO IMPLEMENT SUNDAY VOTING, CONTINGENT UPON THE BOARD OF ELECTIONS APPROVING SAID SUNDAY VOTING FOR CITIZENS; AND FOR OTHER PURPOSES.

WHEREAS, Sunday voting has recently been implemented in Dekalb County, Fulton County, and Lowndes County in an effort to increase the voter turnout for elections; and

WHEREAS, the decision to allow Sunday voting is vested in the local Board of Elections for each jurisdiction; and

WHEREAS, the Board of Elections for Macon-Bibb County has expressed interest in implementing Sunday voting, however, the current budget does not allocate funds for such an endeavor; and

WHEREAS, additional funding would be needed to provide compensation for employees working the polling stations, and for employees conducting additional activities related to the implementation of an additional voting day; and

WHEREAS, contingent upon the Board of Elections of Macon-Bibb County approving Sunday voting, the Board of Commissioners authorizes the additional funding in the amount of three thousand dollars ($3,000.00) to implement Sunday voting; and

WHEREAS, the addition of Sunday voting will be a benefit to the citizens of Macon-Bibb County and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County; and

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

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 Fiscal Year 2015 appropriations ordinance is hereby amended by:

(a) additional funds in the amount of three thousand dollars ($3,000.00) shall be appropriated to the budget of the Board of Elections of Macon-Bibb County in order to implement Sunday voting.
Section 2

The additional funds specified above in the amount of three thousand dollars ($3,000.00) shall be allocated from the General Fund and appropriated to the Board of Elections.

Section 3

It is hereby ordained that the provisions of this ordinance shall become a part of the Code of Ordinances of Macon-Bibb County, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

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 or set aside.

Section 5

This Ordinance shall become effective immediately upon its adoption.

SO RESOLVED this ______ day of ______________, 2014.

By: ____________________________________________
    ROBERT A.B. REICHERT, Mayor

Attest: ___________________________________________
        SHELIA THURMOND, Clerk of Commission

(SEAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO ADOPT THE THIRD AMENDMENT TO THE MACON-BIBB COUNTY PENSION PLAN OF 1968 TO COMPLY WITH IRS NOTICE 2014-19, RELATING TO THE SUPREME COURT DECISION IN THE WINDSOR CASE OVERTURNING THE DEFENSE OF MARRIAGE ACT ("DOMA"); AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Plan was originally established effective December 17, 1968, and was most recently amended on February 18, 2014, to include new employees of the consolidated government who are hired on and after January 1, 2014, and to amend certain other provision of the Plan with respect to those employees; and

WHEREAS, the Plan must be amended to comply with IRS Notice 2014-19, relating to the Supreme Court decision in the Windsor case overturning the Defense of Marriage Act ("DOMA") on or before December 31, 2014; and

WHEREAS, Section 17.01 of the Plan provides that the Employer may amend the Plan at any time; and

NOW, THEREFORE, BE IT RESOLVED, the definition of "Spouse or Surviving Spouse" in Article 1 of the Plan is hereby deleted in its entirety and replaced with the following:

'Spouse or Surviving Spouse’ means the person to whom the Participant is legally married under the laws of the State of Georgia, except that, effective as of June 26, 2013, for purposes of Section 10.06 (conformance to section 401(a)(9) and section 10.05 (rollovers) of the Plan ONLY, the term ‘spouse’ or ‘surviving spouse’ shall include the person to who the Participant is legally married under the laws of the jurisdiction in which the marriage was performed (including same-sex individuals). ‘Spouse’ and ‘surviving spouse’ shall not include domestic partners or other similar relationships that are not denominates as marriage. The determination of a Participant’s spouse or surviving spouse shall be made as of the earlier of the Participant’s Annuity Starting Date or the date of such Participant’s death.”

SO RESOLVED this __________ day of ___________________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST: __________________________
SHELLA THURMOND, CLERK OF COMMISSION
New IRS Guidance on Plan Amendments for the Windsor Decision

By Edmund Emerson Jr.
Knudsen, Morris, Manning & Martin, LLP

On April 4, 2014, the IRS issued Notice 2014-19 (http://www.irs.gov/pub/irs-drop/n-14-19.pdf) providing additional guidance for qualified plans on the impact of United States v. Windsor and IRS Revenue Ruling 2013-17 (which were previously discussed in the January 2014 GAPPT News and Reports). Notice 2014-19 addresses a number of important issues, including the retroactive application of the Windsor decision, when plan amendments may be needed, and the deadline by which plan amendments must be adopted.

Background

On June 26, 2013, the Supreme Court declared section 3 of the Defense of Marriage Act ("DOMA") – which defined "marriage," for federal law purposes, as a legal union between only a man and a woman – unconstitutional. This holding by the Court afforded same-sex spouses who were married in a state that recognizes same-sex marriage the same treatment as opposite-sex spouses for purposes of federal law. Thereafter, the IRS issued Revenue Ruling 2013-17, which held that, effective September 16, 2013 (and such earlier date, as elected) for all federal tax purposes:

- The term "spouse" (and husband/wife) includes an individual married to a person of the same sex if the individuals are lawfully married under the laws of any state or foreign jurisdiction, and the term "marriage" includes a same-sex marriage.
- The marriage of same-sex individuals that was validly entered into in a state (or foreign jurisdiction) whose laws authorize the marriage of two individuals of the same sex will be recognized as valid, even if the married couple is domiciled in a state (or foreign jurisdiction) that does not recognize the validity of same-sex marriages (the "place of celebration" rule).

Notice 2014-19

Below is a summary of the IRS's guidance on applicable effective dates and plan amendments:

- Notice 2014-19 makes it clear that qualified plans must be operated in manner consistent with the Windsor decision as of June 26, 2013, and with Revenue Ruling 2013-17 as of September 16, 2013. However, plans that, prior to September 16, 2013, recognized same-sex spouses as a participant only if the participant was domiciled in a state that recognized same-sex marriage will not be treated as failing to meet the requirements of section 401(a).
- A qualified retirement plan may be retroactively amended to reflect the outcome of Windsor prior to June 26, 2013, and limit such amendment to reflect the Windsor ruling only for certain purposes. However, recognizing same-sex spouses for all purposes under a plan prior to June 26, 2013, may trigger requirements that are difficult to implement retroactively and create unintended consequences. A plan sponsor choosing to apply the rules before June 26, 2013, must amend the plan to specify the date as of which, and the purposes for which, the rules are applied.
- If a plan defines a marital relationship by referring to section 3 of DOMA or is otherwise inconsistent with Windsor or further IRS guidance, then the plan must be amended by December 31, 2014, or such later date that may apply for governmental plans as described below.
- If a plan's terms are consistent with Windsor and subsequent IRS guidance (e.g., the terms "spouse," "legally married spouse," or "spouse under Federal law" are used without any distinction between a same-sex or opposite-sex spouse), no amendment is required, although it may be useful to adopt a "clarifying" amendment for purposes of plan administration.

Plan Amendment Deadline

If a plan amendment is needed the deadline to adopt a required amendment is generally December 31, 2014; however, in the case of governmental plans, amendments must be adopted by the close of the first regular legislative session of the legislative body with the authority to amend the plan that ends after December 31, 2014.

Application to Governmental Plans in Georgia

- For governmental plans in Georgia, please note that the federal law will generally only apply for the following purposes:
  - Treatment of rollovers to an IRA or another eligible retirement plan by same-sex spouses under Section 401(a)(31) of the Internal Revenue Code of 1986 (the "Code").
  - The application of the required minimum distribution rules to same-sex spouses under Code Section 401(a)(9).
- Withholding on distributions (i.e., a distributee who has a same-sex spouse must be permitted to elect "married" status for Federal income tax withholding).

Continued on page 3
New IRS Guidance on Plan Amendments for the Windsor Decision
(cont’d from page 2)

- “Married” status for Federal income tax withholding.

- For governmental plans that recognize qualified domestic relations orders (QDROs), plan benefits may now be assigned to a same-sex spouse under a valid QDRO under Code Section 414(p).

Because the Georgia Constitution (Article I, Section IV, Paragraph I) does not recognize same-sex marriages, federal law cannot be followed for other, non-federal tax law purposes under a governmental plan (such as for surviving spouse benefits, beneficiary designations and determinations, and spousal consent provisions). Accordingly, governmental plans governed by Georgia law will generally be required to follow two separate definitions of “spouse” under the plan. Therefore, governmental plans in Georgia should carefully consider how “spouse” should be defined or determined in their current plan documents for both state and federal law purposes.

Ed Emerson is a partner in the Tax and Benefits and Compensation Practices at Morris, Manning & Martin, LLP in Atlanta.

Message from the President
(cont’d from page 1)

Volunteer on a committee and make the Chair respond to your input!

I have spoken to several legislators this session. The one outstanding comment that I have received is that we are “about to change the face of public pension management in Georgia.” We have a real opportunity before us in the coming years. I trust we can make the most of it.

Start making plans for September!

Jim Meynard

Notes from the Executive Director

My how time flies! It seems as though I was just introducing myself, and here it is time for another newsletter. This has been a busy quarter for the GAPPT. Our first Trustee School was a huge success – thanks to all of our sponsors and the dedicated Program Committee! A special thanks to Kristen Brown with the City of Alpharetta – without her hard work and diligence, I’m afraid it would not have run nearly as well! Our new website has launched and if you haven’t checked it out yet, please do – www.gappt.org. You can now renew your memberships online, as well as register for conferences. There are also features for communicating with your fellow GAPPT members and participating in discussion streams. You may also indicate interest in our committees in your profile. Our hope is that with the new capabilities, your membership with the GAPPT will continue to reap rewards in your responsibilities for the Public Pension Plans in the state of Georgia. I’m here to help, so if you have any issues or questions, please reach out to me at eddirector@gappt.org.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MACON-BIBB COUNTY LAND BANK AUTHORITY TO ACQUIRE EASEMENTS AND RIGHT-OF-WAYS ADJACENT TO LOG CABIN DRIVE FOR THE PURPOSE OF CONSTRUCTION PROJECTS; AND FOR OTHER PURPOSES.

WHEREAS, the County is currently constructing a plan to improve Log Cabin Drive and the surrounding area in order to provide additional safety features and amenities; and

WHEREAS, specifically, additional sidewalks will be added to the area, a pedestrian bridge will be constructed over Rocky Creek, the existing bridge located near Rocky Creek will be repaired, and the intersection of Hollingsworth Road and Log Cabin Drive will be realigned to provide a safer intersection; and

WHEREAS, in order to implement these improvements, the County must acquire easements and right-of-ways from various property owners throughout the area; and

WHEREAS, the Macon-Bibb County Land Bank Authority has extensive experience in these type of acquisitions and, by utilizing its services, the easements and right-of-ways can be acquired in an expedited manner resulting in the acceleration of the projects; and

WHEREAS, the Macon-Bibb County Land Bank Authority will acquire all easements and right-of-ways for the necessary parcels, provide legal services to close the property acquisitions, record property deeds, and other tasks as may be required to complete the required acquisitions; and

WHEREAS, the administrative fee for said services that will be provided to the Macon-Bibb County Land Bank Authority will be eighty-six thousand four hundred dollars ($86,400.00); and

WHEREAS, the total cost, including the administrative fee and all acquisition fees and expenses, will be determined by the prices that are negotiated for each said property; and

WHEREAS, the estimated total acquisition cost, including the administrative fee and all acquisition fees and expenses, is projected to be between two hundred forty-seven thousand eight hundred fifty dollars ($247,850.00) and two hundred sixty-four thousand two hundred dollars ($264,200.00); and

WHEREAS, this resolution will benefit the citizens of Macon-Bibb County and promote the health, safety, morals and welfare of the citizens of 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 Macon-Bibb County Land Bank Authority to acquire easements and right-of-ways adjacent to Log Cabin Drive for the purpose of construction projects.

SO RESOLVED this _____ day of ______________, 2014.

By: ____________________________
    ROBERT A.B. REICHERT, Mayor

Attest: __________________________
        SHELIA THURMOND, Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO PROCLAIM SATURDAY, NOVEMBER 15, 2014 AS "AMERICA RECYCLES DAY" IN MACON-BIBB COUNTY, GEORGIA; AND FOR OTHER PURPOSES.

WHEREAS, each year, the United States generates more than two hundred and fifty million (250,000,000) tons of municipal solid waste, which is the equivalent of approximately four (4) pounds per person per day; and

WHEREAS, according to the Environmental Protection Agency, the United States recycles approximately 34.7% of the solid waste created, however, much more can be done to help increase this number; and

WHEREAS, to focus the nation's attention on the importance of recycling, businesses, industries, government agencies, non-profit organizations, and individuals have joined together to celebrate "America Recycles Day" and are encouraging their friends, neighbors, and co-workers to pledge to learn more about recycling options in their community; and

WHEREAS, participating in "America Recycles Day" is one (1) way citizens can help raise awareness about the need to reduce waste by reusing, recycling, and buying recycled-content products; and

WHEREAS, Macon-Bibb County leaders can also use this as an opportunity to spread the word about the excellent recycling programs that have been established, the growth of markets for recyclable materials, and the importance of buying recycled products; 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 Saturday, November 15, 2014 is hereby proclaimed "America Recycles Day" in Macon-Bibb County, Georgia.

SO RESOLVED this _____ day of _______________, 2014.

By: ROBERT A.B. REICHERT, Mayor

Attest: SHELIA THURMOND, Clerk of Commission
EXHIBIT A

Proclamation regarding
“America Recycles Day”
Proclamation to Establish November 15, 2014 as America Recycles Day in Macon, Bibb County

Each year, the United States generates more than 250 million tons of municipal solid waste—that's more than 4 pounds per person per day. According to the Environmental Protection Agency, our nation has reached an overall recycling rate of 34.7 percent. Each year, our national recycling rate:

- Saves the energy equivalent of 229 million barrels of oil
- Saves the same amount of energy consumed by over 10 million US households in a year
- Avoids greenhouse gas emissions equivalent to removing more than 34 million cars from the road each year.

But, much more can be done.

WHEREAS, to focus the nation's attention on the importance of recycling, businesses, industries, government agencies, nonprofit organizations, and individuals have joined together to celebrate America Recycles Day and are encouraging their friends, neighbors, and coworkers to pledge to learn more about recycling options in their community and commit to recycle more materials;

WHEREAS, participating in America Recycles Day 2014 is one way citizens can help raise awareness about the need to reduce waste by reusing, recycling, and buying recycled-content products;

WHEREAS, Macon Bibb County leaders can also use this as an opportunity to spread the word about the excellent recycling programs that have been established, the growth of markets for recyclable materials, and the importance of buying recycled products:

Now, therefore, be it resolved by the Mayor Robert Reichert and Macon, Bibb County Commissioners that;

Saturday, November 15, 2014 is hereby proclaimed as America Recycles Day in Macon, Bibb County resolved this____ day of_______, 2014.

Signed ________________________________
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE ACCEPTANCE OF A VICTIMS OF CRIME ACT ASSISTANCE GRANT IN THE
AMOUNT OF $54,049.00 FROM THE PROSECUTING ATTORNEY’S COUNCIL OF
GEORGIA AWARDED TO THE MACON JUDICIAL CIRCUIT DISTRICT
ATTORNEY’S OFFICE; AND FOR OTHER PURPOSES.

WHEREAS, the Prosecuting Attorney’s Council of the State of Georgia has received a
subgrant from the Georgia Criminal Justice Coordinating Council under the Federal Victims of
Crime Act Assistance Grant Program (VOCA); and

WHEREAS, the VOCA Grant Program supports direct services to crime victims; and

WHEREAS, the Office for Victims of Crimes (OVC) of the Bureau of Justice
Assistance (BJA), U.S. Department of Justice (USDOJ) awards annual formula grants, which are
in turn subgranted to local organizations on a state level to ensure victim’s rights; and

WHEREAS, the Macon Judicial Circuit District Attorney’s Office has applied for a
VOCA Grant and has been awarded a subgrant for FY’ 15;

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
Subgrant Award Agreement with the Prosecuting Attorney’s Council of the State of Georgia for
acceptance of a Victims of Crime Act Assistance Grant for FY’ 15 in the amount of fifty four
thousand forty nine dollars and No/100s ($54,049.00) for victim’s rights assistance 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)
STATE OF GEORGIA
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
Agreement for Funding of Prosecution Based VOCA Program
CJCC Grant No. C13-8-048

County: Bibb
Implementing Prosecuting Attorney: District Attorney K. David Cooke
Federal Funds: $54,949
Matching Funds: $13,512
Total Funds: $68,461
Initial Grant Period: October 1, 2014 to September 30, 2015

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "Agreement") is made by and between the Prosecuting Attorneys' Council of the State of Georgia (hereinafter referred to as the "PACGA"), an agency of the Judicial Branch of the State of Georgia, legally empowered to contract pursuant to O.C.G.A. §§ 15-18-40, et seq., the Macon-Bibb County Board of Commissioners (hereinafter referred to as the "County"), a political subdivision of this State and the (District Attorney) (Solicitor-General) for the Macon Judicial Circuit (Judicial Circuit) (County) (hereinafter referred to as the "Prosecuting Attorney").

1. Between the PACGA and the County, this Agreement shall constitute an intergovernmental agreement within the meaning of subsection (a) of Paragraph I of Section III of Article IX of the Georgia Constitution which authorizes intergovernmental agreements and contracts "for any period not exceeding 50 years with each other...for the provision of services" provided that such agreements and contracts "must deal with activities, [or] services which the contracting parties are authorized by law to undertake or provide."

2. Period of Agreement: This agreement shall be effective on October 1, 2014 and shall continue in effect for a period of one (1) year, unless terminated earlier under other provisions of this Agreement.

3. Purpose of this Memorandum of Agreement.
   (a) The parties acknowledge and agree that the PACGA has received a subgrant from the Georgia Criminal Justice Coordinating Council (CJCC) under the Federal Victims of Crime Act Assistance Grant Program (hereinafter referred to as "VOCA"). The VOCA Grant Program supports direct services to crime victims, i.e. persons who have suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime. The Office for Victims of Crime (OVC) of the Bureau of Justice Assistance (BJA), U.S. Department of Justice (USDOJ) awards annual formula grants, which in turn are subgranted to local organizations for states to ensure crime victims' rights are...
upheld and play a meaningful role in the criminal justice process. In Georgia, that organization is CJCC, an agency of the Executive Branch of state government. O.C.G.A. § 35-6A-1, et. seq.

(b) Effective October 1, 2013, PACGA has been awarded a VOCA subgrant by CJCC to serve as the centralized subgrant recipient on behalf of all prosecuting attorneys in the state. PACGA, in turn, is required to enter into a MOA with participating Counties and the Prosecuting Attorneys for those counties or judicial circuits.

(c) The CFDA number for this grant program is 16.575.

(d) Participating Counties and Prosecuting Attorneys are required to fulfill all programmatic and financial reporting requirements by submission through PACGA. PACGA has responsibility for consolidating individual reporting into a single report and submitting to CJCC. Unless specifically referenced in the Agreement or this document, all terms, conditions and policies of CJCC related to performance and reporting remain in full force and effect.

4. **PACGA, County and Prosecuting Attorney Contact Information:**

   (a) Exhibit A contains the name of the point of contact, mailing address, e-mail address(es) and telephone number(s) for all correspondence, reports and other matters relative to this Agreement for the PACGA, the County and the Prosecuting Attorney.

   (b) **Change of contact information:**

   The parties agree if there is a change in the point of contact, the mailing address(es), telephone number(s), and e-mail address(es), PACGA will be notified in writing. The County and Prosecuting Attorney will notify PACGA by submitting a Subgrant Adjustment Request (SAR).

5. **Scope of Project:**

   (a) The purpose of this Agreement shall be to facilitate efficient allocation of VOCA funding for victims’ services by the Prosecuting Attorney within the County.

   (b) The Prosecuting Attorney will make mandated victims’ services available throughout the Prosecuting Attorney’s territorial jurisdiction. At a minimum, the Prosecuting Attorney and the County agree that the Prosecuting Attorney will provide those services specified in PACGA Policy 11.2.

   (c) The Prosecuting Attorney will expand provision of services into areas where victims are un-served and/or underserved by utilizing PACGA resources to:

   (1) Facilitate statewide data collection regarding the type and number of services provided by VOCA advocates;
(2) Identify areas where victims are un-served and/or underserved and redirect VOCA funds accordingly.

(d) PACGA shall, upon the terms and conditions contained herein, grant to County, and the County hereby accepts, an amount not to exceed the amount designated in the approved budget to be used solely as defined on Exhibit B.

6. Budget Limitation: The approved budget total may not be exceeded without the written approval of PACGA. The County is responsible for any expenditures that exceed the approved budget. Any such expenditures may be credited toward meeting the matching fund requirements of the Grant.

7. Matching Funds Requirement:

(a) The Federal Grant Program that is the source of the funds used to support this Agreement requires grant recipients to provide matching funds as set forth below. The County agrees to provide such matching funds and to account for the expenditure of such matching funds to PACGA.

(b) The matching funds requirement for this MOA is 20% of the approved budget amount.

(c) 25% of the 20% matching funds MUST be in the form of a volunteer in-kind match for each funded office unless the requirement is waived in writing by PACGA and CJCC.

8. Programmatic Reporting Requirements:

During the course of a grant period, the County and the Prosecuting Attorney are required to submit periodic programmatic and financial reports to PACGA. These reports include, but are not limited to:

(a) Quarterly and Bi-annual Activity Reports - Victim Services Statistical Reports (VSSR); and

The Victim Services Statistical Report (VSSR) programmatic reporting deadlines are as follows:

<table>
<thead>
<tr>
<th>Quarter</th>
<th>October 1--December 31</th>
<th>Due: January 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 1</td>
<td>January 1--March 31</td>
<td>Due: April 15</td>
</tr>
<tr>
<td>Quarter 2</td>
<td>April 1--June 30</td>
<td>Due: July 15</td>
</tr>
<tr>
<td>Quarter 3</td>
<td>July 1--September 30</td>
<td>Due: October 15, 2015</td>
</tr>
</tbody>
</table>

(b) Outcome Performance Measurement Surveys (Bi-annual).

(1) The Outcome Performance Measurement Survey (OPM) programmatic reporting deadlines are as follows:
<table>
<thead>
<tr>
<th>Period 1</th>
<th>November 1 – April 30</th>
<th>Due: May 30</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period 2</td>
<td>May 1 – October 31</td>
<td>Due: November 30</td>
</tr>
</tbody>
</table>

(2) NOTE: OPM Survey reports are to be submitted directly to CJCC following the instructions as provided at the following website: http://cjcc.georgia.gov/outcome-performance-tools-1.

9. **Financial Reporting Requirements:**

(a) The County will submit a budget worksheet to PACGA no later than October 15, 2014. The budget must include funding for Personnel only. Exhibit B contains a copy of the approved budget from the previous grant year (2013-2014). A personnel action form and job description for each position funded by the subgrant must be submitted with the budget.

(b) The County will submit to PACGA a Subgrant Expenditure Report (SER) form within 15 days of the end of each quarter requesting reimbursement for expenses incurred during the grant period. Deadlines are as follows:

<table>
<thead>
<tr>
<th>Quarter 1</th>
<th>October 1 – December 31</th>
<th>Due: January 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 2</td>
<td>January 1 – March 31</td>
<td>Due: April 15</td>
</tr>
<tr>
<td>Quarter 3</td>
<td>April 1 – June 30</td>
<td>Due: July 15</td>
</tr>
<tr>
<td>Quarter 4</td>
<td>July 1 – September 30</td>
<td>Due: October 15, 2015</td>
</tr>
</tbody>
</table>

(c) Counties and Prosecuting Attorneys who use volunteer hours as in-kind match must document those hours and submit the documentation with their request for reimbursement as well as the time record reporting form. A volunteer contract for each volunteer must be submitted.

(d) Counties must submit a Subgrant Adjustment Request (SAR) to notify PACGA of the need to change any of the following:

1. The point of contact information;
2. Request to modify budget within currently approved categories;
3. Request for a no-cost extension;
4. Personnel changes (changes in salary/benefits, new hires/terminations, changes in percentage of time spent by such personnel on the grant, etc.).

10. **Payment Schedule:** PACGA shall pay the County on a reimbursement basis. These funds will be reimbursed by PACGA upon receipt of proper documentation from the County, subject to approval by CJCC. Proper documentation includes copies of all invoices, sales receipts and/or cancelled checks for the items approved. Payment shall be issued to the county in the form of
11. **Accountability**: The County agrees to expend said funds granted herein solely in conformance to this Agreement and the Special Conditions set forth in PACGA Policy 11.2 (See Exhibit D) and to account for said funds in accordance with generally accepted accounting principles. An initialed copy of the Special Conditions (See Exhibit E) must be returned to PACGA.

12. **Audit**: County will allow, obtain and cooperate with any audit or investigation of grant administration requested or undertaken by PACGA, CICC or the State Auditor. Upon request, the County agrees to provide PACGA with any information, documents and/or photographs PACGA deems necessary to monitor performance of this Agreement. The County further agrees these funds shall be included in the audit or financial statement of the County until all expenditures have been accounted for. A copy of the audit or financial statement will be returned with the contract. Federal grant dollars will be reported separate from other grant dollars.

13. **Records Retention**: The County agrees to maintain proper and accurate books, records and accounts reflecting its administration of Agreement funds and compliance with all applicable laws and the Retention Schedules adopted by the State of Georgia pursuant to O.C.G.A. § 50-18-90 et seq. Such documentation shall be retained for at least three years from the completion of said project and shall be made available to PACGA upon request. Personnel records for grant funded positions must be retained as provided by the state retention schedule for Personnel records.

14. **Liability to Others**: The County shall hold PACGA, their officials and employees harmless from any and all claims including, without limitations, damage claims for injury to persons and/or property arising from the Grant.

15. **Conflicts of Interest**: The undersigned certify they will in all respects comply with state laws pertaining to conflicts of interest and to all laws related to PACGA officials and employees conducting business with PACGA.

16. **Termination**: (a) Suspension or termination of this Agreement may occur if the County materially fails to comply with the terms of this Agreement. The Agreement may also be terminated:

(1) Due to non-availability of funds. Notwithstanding any other provision of this Agreement, in the event that either of the sources of payment for services under this contract (appropriations from the governing authority of contracting County, appropriations from the General Assembly of the State of Georgia, a Federal agency or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the PACGA incurred under this and all other contracts entered into for this VOCA Grant Program exceeds the balance of such contract sources, then this Agreement shall immediately terminate without further obligation of the PACGA as of that moment. Certification by the Executive Director of the PACGA of the occurrence of
either of the events stated above shall be conclusive.

(2) Due to default or for cause. This agreement may be terminated for cause, in whole or in part, at any time by PACGA for failure of the County to perform any of the provisions hereof. Should PACGA exercise its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The County will be required to submit the final agreement not later than 45 days after the effective date of written notice of termination. Upon termination of this agreement, the County shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

(3) For Convenience. This Agreement may be canceled or terminated by either of the parties without cause. This Agreement may be terminated by the County for any reason upon 60 days prior written notice to PACGA. This Agreement may be terminated by PACGA for any reason upon 30 days prior written notice to the County and the Prosecuting Attorney.

(b) Notwithstanding any other provision of this section, this Agreement may be immediately terminated without any opportunity to cure if any of the following events occurs:

(1) County violates or fails to comply with any applicable provision of federal or state law or regulation.

(2) County knowingly provides fraudulent, misleading or misrepresentative information to the PACGA.

(3) County has exhibited an inability to meet its financial or services obligations under this agreement.

(4) An assignment is made by the County for the benefit of creditors.

(5) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the County.

(c) Any funds allocated to the County under this Agreement, which remain unobligated or unspent upon such termination, shall automatically revert to PACGA.

17. **Victims of Crime Act - Funding Conditions:**

(a) County and the Prosecuting Attorney agree to comply with PACGA Policy 11.2 - Victims of Crimes Act - Funding Conditions.
(b) County and the Prosecuting Attorney shall be subject to all applicable rules, regulations and conditions of the Victims of Crime Act.

(e) The County hereby assures and certifies that it:

(1) Complies with and will continue to comply with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-33, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements — 28 C.F.R., Part 66, Common Rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project;

(2) Will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable;

(3) Will comply with all applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and the Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

18. **Entire Agreement:** This Agreement constitutes the entire agreement among and between the parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No amendment or modification of this Agreement shall be binding unless all parties have agreed to said modification in writing.

19. **IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the date first written above,
PROSECUTING ATTORNEY EXECUTION:

[Signature]

September 19, 2014

Date signed by Prosecuting Attorney

The Honorable K. David Cooke, Macon
District Attorney, Judicial Circuit
Solicitor-General, County

COUNTY EXECUTION:

[Signature]

Mayor, Macon-Bibb County Board of Commissioners
Title Designee for Bibb County

Date signed by County

PACGA EXECUTION:

[Signature]

Date signed by Council

Charles A. Spahos
Executive Director
Prosecuting Attorneys' Council of Georgia
104 Marietta Street NW, Suite 400
Atlanta, Georgia 30303-2743
EXHIBIT A

PACGA, County and Prosecuting Attorney Contact Information

1. The PACGA mailing address, e-mail address and telephone number for correspondence, reports and other matters relative to this contract, except as otherwise indicated, are:

   Prosecuting Attorneys' Council of Georgia
   Attn: Kathy Kemp
   104 Marietta Street, NW, Suite 400
   Atlanta, Georgia 30303-2743
   Telephone No: (404) 969-4001
   Email: kkemp@pacga.org

2. The County’s mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

   Macon-Bibb County Board of Commissioners
   Attention: Shantia Jones, Grants Accountant
   700 Poplar Street
   Macon, GA 31201
   Telephone No.: 478-751-7368
   Email: Jones@maconbibb.us

3. The County shall receive reimbursement via ACH deposited into the following account name:

   Macon-Bibb County

   If funds are to be deposited into any account other than that of the County, an official, signed document from the county must be submitted.

4. The PROSECUTING ATTORNEY'S mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

   Office of the District Attorney, Macon Judicial Circuit
   Attention: Ms. Meredith Howell
   601 Mulberry Street
   Macon, GA 31201
   Telephone No.: 478-385-9148
   Email: mhowell32@maconbibb.us
EXHIBIT B
Approved Budget from Grant Year 2013-2014
CJCC Budget Detail Worksheet

<table>
<thead>
<tr>
<th>Agency Name:</th>
<th>Title Court Dist Attorney</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subagent Number:</td>
<td></td>
</tr>
<tr>
<td>Project:</td>
<td>Civil Attorney VWAP</td>
</tr>
<tr>
<td>Select grant type:</td>
<td>VOCA</td>
</tr>
</tbody>
</table>

**Purpose:** This Budget Detail Worksheet is used to identify Subagent Expense Requests (SER) and to determine whether costs are allowable, reasonable and justified. Please fill it out completely with the Subagent Expense Request Form #1 in your award agreement and for each subsequent SAE that requires a budget change. All required information must be entered in the budget narrative. Incomplete information will cause your SAE to be returned or rejected.

**NOTE:** If you want each item in the spreadsheet under one of the categories 1) highlight the entire row or block of items within the same category 2) Right mouse click on the highlighted row or block 3) Click and select the drop down list box to select a subcategory 4) Click OK. Use of the tool will ensure that your SAE is complete and accurate.

A (1). Personnel - List block position by line and name of employee. It is the role to calculate the budget enter the annual salary and the percentage of time to be devoted to the program. Compensation of employees employed in program activities must be consistent with that of similar roles within the organization.

<table>
<thead>
<tr>
<th>Title</th>
<th>First and Last name</th>
<th>Salary Rate</th>
<th>% Time to Project</th>
<th>Select Pay Period Frequency</th>
<th>Cost</th>
<th>Match?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Victim Coordinator</td>
<td>Meredith Howell</td>
<td>$45,000.00</td>
<td>100%</td>
<td>Monthly</td>
<td>$45,000.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PERSONNEL TOTAL** $143,585

A (3). Volunteers - Where applicable, only list the number of hours of work performed that will not exceed the match requirement. Volunteers must be listed as 20% of the total budget approved or by the CJCC. Volunteers must be minimum volunteers of 20% of the total budget approved or by the CJCC. The total volunteer hours will not exceed the match requirement. Do not change the drop-down selection box from “Volunteers” or “in-kind”.

<table>
<thead>
<tr>
<th>Title</th>
<th>First and Last name</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
<th>Match</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volunteers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VOLUNTEERS TOTAL</td>
<td></td>
<td></td>
<td>$3,376.21</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A (4). Fringe - Fringe benefits should be based on actual costs or a formula for personnel listed above, excluding the percentage of time devoted to the program. Fringe benefits include social security and Medicare taxes, employment's portion of social security and Medicare taxes, Medicare’s portion of insurance taxes, and wages. Fringe benefits for personnel employed in program activities must be consistent with that of similar roles within the organization.

<table>
<thead>
<tr>
<th>Title</th>
<th>First and Last name</th>
<th>Total annual salary or wages</th>
<th>Select fringe type</th>
<th>Rate</th>
<th>% Time to Project</th>
<th>Cost</th>
<th>Match?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Victim Coordinator</td>
<td>Meredith Howell</td>
<td>$45,000.00</td>
<td>FICA</td>
<td>7.65%</td>
<td>50%</td>
<td>$2,231.00</td>
<td></td>
</tr>
<tr>
<td>Victim Coordinator</td>
<td>Meredith Howell</td>
<td>$45,000.00</td>
<td>Retirement</td>
<td>10%</td>
<td>50%</td>
<td>$4,500.00</td>
<td></td>
</tr>
<tr>
<td>Victim Coordinator</td>
<td>Meredith Howell</td>
<td>$45,000.00</td>
<td>Insurance</td>
<td>16.00%</td>
<td>50%</td>
<td>$7,200.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FRINGE TOTAL** $13,931.21

C. Travel - Funds must be budgeted and spent in accordance with the terms of this grant agreement or program agreement by category (e.g. travel, meals, lodging, meals, etc.) and purpose (e.g. training, field interviews, and community group meetings) and identify the location, if known. For travel programs, the breakdown must include meals, lodging, incidentals, and rentals and must be justified. For training programs, we have included a travel and meal reimbursement rate of $75 per day and for each participant. For training programs, the reimbursement rate is $75 per day and includes meals. You must include a travel budget for the purpose of travel to the CJCC and all other costs associated with the program. Please note that the maximum reimbursement rate is $100 per day, but if your agency’s reimbursement rate is lower you must include that rate instead.

<table>
<thead>
<tr>
<th>Purpose of Travel</th>
<th>Tier</th>
<th>Cost</th>
<th># individuals</th>
<th># nights</th>
<th># trip</th>
<th>Cost</th>
<th>Match?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staffischer</td>
<td></td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**All travel and conferences must be pre-approved by submitting an agenda to the CJCC.**
### Mileage

<table>
<thead>
<tr>
<th>Purpose of Travel</th>
<th>Staff member</th>
<th>Location or Coverage Area</th>
<th>Cost per mile</th>
<th>Miles per grant year</th>
<th>Total Cost</th>
<th>Match?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>TRAVEL TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

### Equipment

<table>
<thead>
<tr>
<th>Equipment Item</th>
<th>Cost per Unit</th>
<th># Items</th>
<th>Vendor</th>
<th>Cost</th>
<th>Match?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EQUIPMENT TOTAL</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Supplies

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost per unit</th>
<th>Define Unit</th>
<th># Units</th>
<th>Vendor</th>
<th>Cost</th>
<th>Match?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUPPLY TOTAL</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Printing

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost per unit</th>
<th>Define unit</th>
<th># Units</th>
<th>Vendor</th>
<th>Cost</th>
<th>Match?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRINTING TOTAL</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Other Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost per unit</th>
<th>Define Unit</th>
<th># Units</th>
<th>Vendor</th>
<th>Cost</th>
<th>Match?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. (1) SUBTOTAL</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Consultant Fees

<table>
<thead>
<tr>
<th>Name of Consultant</th>
<th>Service Provided</th>
<th>Cost per unit</th>
<th>Define Unit of Service</th>
<th># Units</th>
<th>Cost</th>
<th>Match?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. (5) TOTAL</td>
<td></td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Contracts

<table>
<thead>
<tr>
<th>Item</th>
<th>Vendor</th>
<th>Service Provided</th>
<th>Cost</th>
<th>Match?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>F. (6) SUBTOTAL</td>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>
Budget Narrative:

When you have completed this budget worksheet, the budget for each category will transfer to the specific budget. The total costs and total project costs will be calculated using these formulas. Include the amount of Federal requested and the amount of non-Federal funds that will support the project.

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Personnel and Fringe</td>
<td>$0.00</td>
</tr>
<tr>
<td>B. Travel</td>
<td>$0</td>
</tr>
<tr>
<td>C. Equipment</td>
<td>$0</td>
</tr>
<tr>
<td>D. Supplies</td>
<td>$0</td>
</tr>
<tr>
<td>E. Printing</td>
<td>$0</td>
</tr>
<tr>
<td>F. Other</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COSTS</strong></td>
<td>$0.001</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Federal Request</th>
<th>Match Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Match Breakdown</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cash</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$13,652</td>
</tr>
<tr>
<td></td>
<td></td>
<td>75%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Volunteer Match for VCCA</td>
</tr>
</tbody>
</table>

NOTE: If a non-Federal amount is entered, make sure these items for which they will be used must be incorporated into your overall budget. Include clearly throughout your budget narrative and detail worksheet for which items these funds will be used.
EXHIBIT C
ACH Form
VENDOR MANAGEMENT FORM (PeopleSoft Financial System)

The initiating Agency will submit this form to the Vendor Management Group for verification and approval. Agency must complete section 5 of the form to obtain approval.

SECTION 1 – VENDOR IDENTIFICATION (COMPLETE ALL APPLICABLE FIELDS)

VENDOR NUMBER: ___________________________ FEI/SSN/EMP ID NUMBER: 46-3992371

VENDOR NAME: Macon-Bibb County

PAYMENT ALT NAME: (IF CHECK IS TO BE PAYABLE IN A DIFFERENT NAME) ___________________________

ADDRESS: P.O. Box 247 Macon, GA 31202-0247

ADDRESS CONT: 700 Poplar Street

CITY: Macon STATE: GA ZIP CODE: 31201 COUNTRY: USA

PHONE NUMBER: (478) 803-2610 FAX NUMBER: (478) 751-7252

EMAIL: tsimmons@maconbibb.us

SECTION 2 – BANK ACCOUNT INFORMATION (ATTACH COPY OF VOIDED CHECK)

ROUTING #: 061104123 BANK ACCOUNT #: 100074417

☐ Check here if General Bank Account can be used by ALL State of Georgia agencies making payments

☐ Check here if this account can only be used for a SPECIFIC purpose (Indicate specific purpose for which this account can be used)

I authorize the State of Georgia to deposit payment for goods or services received into the provided bank account by the Automated Clearing House (ACH). I further acknowledge that this agreement is to remain in full effect until such time as changes to the bank account information are submitted in writing by the vendor or individual named above. I understand it is the sole responsibility of the vendor or individual to notify the State of Georgia of any changes to the bank account information.

Terry Lynn Simmons

(Vendor Printed Name)

Signature: ______________ (Date) 9/20/14

SECTION 3 – SPECIFY TYPE OF ACTION (CHECK ALL THAT APPLY)

☐ New Vendor

☐ Classification Change

☐ Name Change**

☐ Vendor Deactivation

☐ Bank Account Add

☐ Employee

☐ Add address

☐ Change of Address: Address #

☐ Fleet Anywhere Vendor

☐ Bank Account Change

☐ 1099 Code

☐ FEI/TIN Change**

☐ Right of Way Purchase

☐ Other (provide details in Section 4)

☐ Bank Account Delete

Documentation for Vendor Name/TIN changes must include at least one of the following: IRS documentation (tax documents, FEI issuance letter, etc); Confirmation from Secretary of State's office of legal name change OR a newly completed W-9 form provided by the vendor.

SIC CODES (CHECK ALL THAT APPLY)

☐ Small Business

☐ Women Owned

☐ Minority Business Enterprise

☐ African American

☐ Native American

☐ Asian American

☐ GA Based Business

☐ Minority Business Certified

☐ Hispanic-Latino

☐ Pacific Islander

SECTION 4 – ADDITIONAL COMMENTS

SECTION 5 – STATE OF GEORGIA AGENCY CONTACT INFORMATION (OFFICE USE ONLY)

Requestor Name: Latoria Smith

Agency Bus #: 41800 Date: 09/17/14

Email: jones@maconbibb.us

Phone: (404) 969-4015 Fax #: 
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A VICTIMS OF CRIME ACT ASSISTANCE GRANT IN THE AMOUNT OF $39,004.00 FROM THE PROSECUTING ATTORNEYS COUNCIL OF GEORGIA AWARDED TO THE BIBB COUNTY SOLICITOR GENERAL’S OFFICE; AND FOR OTHER PURPOSES.

WHEREAS, the Prosecuting Attorney’s Council of the State of Georgia has received a subgrant from the Georgia Criminal Justice Coordinating Council under the Federal Victims of Crime Act Assistance Grant Program (VOCA); and

WHEREAS, the VOCA Grant Program supports direct services to crime victims; and

WHEREAS, the Office for Victims of Crimes (OVC) of the Bureau of Justice Assistance (BJA), U.S. Department of Justice (USDOJ) awards annual formula grants, which are in turn subgranted to local organizations on a state level to ensure victim’s rights; and

WHEREAS, the Bibb County Solicitor General’s Office has applied for a VOCA Grant and has been awarded a subgrant for FY’ 15; and

WHEREAS, Macon-Bibb County has agreed to provide matching funds in the amount of $9,751.00;

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 Subgrant Award Agreement with the Prosecuting Attorney’s Council of the State of Georgia for acceptance of a Victims of Crime Act Assistance Grant for FY’ 15 in the amount of thirty nine thousand four dollars and No/100s ($39,004.00) for victim’s rights assistance in substantially the same form as attached hereto as Exhibit “A.”

SO RESOLVED this ___ day of ______________, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST: SHELLIA THURMOND, CLERK OF COMMISSION
MEMORANDUM

TO: Reginald McClendon
   Assistant County Attorney

   Julie Moore
   Grants Manager

   Sherita Jones
   Grants Accountant

FROM: Kari Kitchens
       Grants Resources Administrator

DATE: 9/22/2014

SUBJECT: VOCA Grant Funding for SS’s Office

Please find attached the agreement paperwork for the VOCA Grant Funding for the SS’s office, grant number C13-8-048, requiring a Resolution of Acceptance by the Macon-Bibb County Board of Commissioners and the signature of Mayor Reichert executing the agreement and special conditions. All paperwork must be returned to the Prosecuting Attorney’s Council by October 15, 2014.

Grants Manager Approval: ____________________________
Date: ____________________________

Grants Accountant Approval: ____________________________
Date: ____________________________
STATE OF GEORGIA
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
Agreement for Funding of Prosecution Based VOCA Program
CJCC Grant No.

County: Bibb County
Implementing Prosecuting Attorney: Solicitor-General
Federal Funds: $30,004.00
Matching Funds: $8,761.00
Total Funds: $48,765.00
Initial Grant Period: October 1, 2014 to September 30, 2015

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "Agreement") is made by and between the Prosecuting Attorneys' Council of the State of Georgia (hereinafter referred to as the "PACGA"), an agency of the Judicial Branch of the State of Georgia, legally empowered to contract pursuant to O.C.G.A. §§ 15-18-40, et. seq., the Macon-Bibb County County Board of Commissioners (hereinafter referred to as the "County"), a political subdivision of this State and the (District Attorney) (Solicitor-General) for the Solicitor-General for Bibb County (Judicial Circuit) (County) (hereinafter referred to as the "Prosecuting Attorney").

1. Between the PACGA and the County, this Agreement shall constitute an intergovernmental agreement within the meaning of subsection (a) of Paragraph I of Section III of Article IX of the Georgia Constitution which authorizes intergovernmental agreements and contracts "for any period not exceeding 50 years with each other . . . for the provision of services" provided that such agreements and contracts "must deal with activities, [or] services which the contracting parties are authorized by law to undertake or provide."

2. Period of Agreement: This agreement shall be effective on October 1, 2014 and shall continue in effect for a period of one (1) year, unless terminated earlier under other provisions of this Agreement.

3. Purpose of this Memorandum of Agreement,

(a) The parties acknowledge and agree that the PACGA has received a subgrant from the Georgia Criminal Justice Coordinating Council (CJCC) under the Federal Victims of Crime Act Assistance Grant Program (hereinafter referred to as "VOCA"). The VOCA Grant Program supports direct services to crime victims, i.e. persons who have suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime. The Office for Victims of Crime (OVC) of the Bureau of Justice Assistance (BJA), U.S. Department of Justice (USDOJ) awards annual formula grants, which in turn are subgranted to local organizations for states to ensure crime victims' rights are
upheld and play a meaningful role in the criminal justice process. In Georgia, that organization is CJCC, an agency of the Executive Branch of state government. O.C.G.A. § 35-6A-1, et. seq.

(b) Effective October 1, 2013, PACGA has been awarded a VOCA subgrant by CJCC to serve as the centralized subgrant recipient on behalf of all prosecuting attorneys in the state. PACGA, in turn, is required to enter into a MOA with participating Counties and the Prosecuting Attorneys for those counties or judicial circuits.

(c) The CFDA number for this grant program is 16.575.

(d) Participating Counties and Prosecuting Attorneys are required to fulfill all programmatic and financial reporting requirements by submission through PACGA. PACGA has responsibility for consolidating individual reporting into a single report and submitting to CJCC. Unless specifically referenced in the Agreement or this document, all terms, conditions and policies of CJCC related to performance and reporting remain in full force and effect.

4. PACGA, County and Prosecuting Attorney Contact Information:

(a) Exhibit A contains the name of the point of contact, mailing address, e-mail address(es) and telephone number(s) for all correspondence, reports and other matters relative to this Agreement for the PACGA, the County and the Prosecuting Attorney.

(b) Change of contact information:

The parties agree if there is a change in the point of contact, the mailing address(es), telephone number(s), and e-mail address(es), PACGA will be notified in writing. The County and Prosecuting Attorney will notify PACGA by submitting a Subgrant Adjustment Request (SAR).

5. Scope of Project:

(a) The purpose of this Agreement shall be to facilitate efficient allocation of VOCA funding for victims' services by the Prosecuting Attorney within the County.

(b) The Prosecuting Attorney will make mandated victims' services available throughout the Prosecuting Attorney's territorial jurisdiction. At a minimum, the Prosecuting Attorney and the County agree that the Prosecuting Attorney will provide those services specified in PACGA Policy 11.2.

(c) The Prosecuting Attorney will expand provision of services into areas where victims are un-served and/or underserved by utilizing PACGA resources to:

(1) Facilitate statewide data collection regarding the type and number of services provided by VOCA advocates;
(2) Identify areas where victims are unserved and/or underserved and redirect VOCA funds accordingly.

(d) PACGA shall, upon the terms and conditions contained herein, grant to County, and the County hereby accepts, an amount not to exceed the amount designated in the approved budget to be used solely as defined on Exhibit B.

6. Budget Limitation: The approved budget total may not be exceeded without the written approval of PACGA. The County is responsible for any expenditures that exceed the approved budget. Any such expenditures may be credited toward meeting the matching fund requirements of the Grant.

7. Matching Funds Requirement:

(a) The Federal Grant Program that is the source of the funds used to support this Agreement requires grant recipients to provide matching funds as set forth below. The County agrees to provide such matching funds and to account for the expenditure of such matching funds to PACGA.

(b) The matching funds requirement for this MOA is 20% of the approved budget amount.

(c) 25% of the 20% matching funds MUST be in the form of a volunteer in-kind match for each funded office unless the requirement is waived in writing by PACGA and CJCC.

8. Programmatic Reporting Requirements:

During the course of a grant period, the County and the Prosecuting Attorney are required to submit periodic programmatic and financial reports to PACGA. These reports include, but are not limited to:

(a) Quarterly and Bi-annual Activity Reports - Victim Services Statistical Reports (VSSR); and

The Victim Services Statistical Report (VSSR) programmatic reporting deadlines are as follows:

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Period</th>
<th>Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 1</td>
<td>October 1 -- December 31</td>
<td>January 15</td>
</tr>
<tr>
<td>Quarter 2</td>
<td>January 1 -- March 31</td>
<td>April 15</td>
</tr>
<tr>
<td>Quarter 3</td>
<td>April 1 -- June 30</td>
<td>July 15</td>
</tr>
<tr>
<td>Quarter 4</td>
<td>July 1 -- September 30</td>
<td>October 15, 2015</td>
</tr>
</tbody>
</table>

(b) Outcome Performance Measurement Surveys (Bi-annual).

(1) The Outcome Performance Measurement Survey (OPM) programmatic reporting deadlines are as follows:
<table>
<thead>
<tr>
<th>Period 1</th>
<th>November 1 – April 30</th>
<th>DUE: May 30</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period 2</td>
<td>May 1 – October 31</td>
<td>DUE: November 30</td>
</tr>
</tbody>
</table>

(2) NOTE: OPM Survey reports are to be submitted directly to CICC following the instructions as provided at the following website: http://cjcc.georgia.gov/outcome-performance-tools-1.

9. Financial Reporting Requirements:

(a) The County will submit a budget worksheet to PACGA no later than October 15, 2014. The budget must include funding for Personnel only. Exhibit B contains a copy of the approved budget from the previous grant year (2013-2014). A personnel action form and job description for each position funded by the subgrant must be submitted with the budget.

(b) The County will submit to PACGA a Subgrant Expenditure Report (SER) form within 15 days of the end of each quarter requesting reimbursement for expenses incurred during the grant period. Deadlines are as follows:

<table>
<thead>
<tr>
<th>Quarter 1</th>
<th>October 1 – December 31</th>
<th>DUE: January 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 2</td>
<td>January 1 – March 31</td>
<td>DUE: April 15</td>
</tr>
<tr>
<td>Quarter 3</td>
<td>April 1 – June 30</td>
<td>DUE: July 15</td>
</tr>
<tr>
<td>Quarter 4</td>
<td>July 1 – September 30</td>
<td>DUE: October 18, 2015</td>
</tr>
</tbody>
</table>

(c) Counties and Prosecuting Attorneys who use volunteer hours as in-kind match must document those hours and submit the documentation with their request for reimbursement as well as the time record reporting form. A volunteer contract for each volunteer must be submitted.

(d) Counties must submit a Subgrant Adjustment Request (SAR) to notify PACGA of the need to change any of the following:

(1) The point of contact information;
(2) Request to modify budget within currently approved categories;
(3) Request for a no-cost extension;
(4) Personnel changes (changes in salary/benefits, new hires/terminations, changes in percentage of time spent by such personnel on the grant, etc.).

10. Payment Schedule: PACGA shall pay the County on a reimbursement basis. These funds will be reimbursed by PACGA upon receipt of proper documentation from the County, subject to approval by CICC. Proper documentation includes copies of all invoices, sales receipts and/or cancelled checks for the items approved. Payment shall be issued to the county in the form of
11. **Accountability:** The County agrees to expend said funds granted herein solely in conformance to this Agreement and the Special Conditions set forth in PACGA Policy 11.2 (See Exhibit D) and to account for said funds in accordance with generally accepted accounting principles. Any initial copy of the Special Conditions (See Exhibit E) must be returned to PACGA.

12. **Audit:** County will allow, obtain and cooperate with any audit or investigation of grant administration requested or undertaken by PACGA, CJCC, or the State Auditor. Upon request, the County agrees to provide PACGA with any information, documents and/or photographs PACGA deems necessary to monitor performance of this Agreement. The County further agrees these funds shall be included in the audit or financial statement of the County until all expenditures have been accounted for. A copy of the audit or financial statement will be returned with the contract. Federal grant dollars will be reported separate from other grant dollars.

13. **Records Retention:** The County agrees to maintain proper and accurate books, records and accounts reflecting its administration of Agreement funds and compliance with all applicable laws and the Retention Schedules adopted by the State of Georgia pursuant to O.C.G.A. § 50-18-90 et seq. Such documentation shall be retained for at least three years from the completion of said project and shall be made available to PACGA upon request. Personnel records for grant funded positions must be retained as provided by the state retention schedule for Personnel records.

14. **Liability to Others:** The County shall hold PACGA, their officials and employees harmless from any and all claims including, without limitations, damage claims for injury to persons and/or property arising from the Grant.

15. **Conflicts of Interest:** The undersigned certify they will in all respects comply with state laws pertaining to conflicts of interest and to all laws related to PACGA officials and employees conducting business with PACGA.

16. **Termination:**

(a) Suspension or termination of this Agreement may occur if the County materially fails to comply with the terms of this Agreement. The Agreement may also be terminated:

(1) Due to non-availability of funds. Notwithstanding any other provision of this Agreement, in the event that either of the sources of payment for services under this contract (appropriations from the governing authority of contracting County, appropriations from the General Assembly of the State of Georgia, a Federal agency or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the PACGA incurred under this and all other contracts entered into for this VOCA Grant Program exceeds the balance of such contract sources, then this Agreement shall immediately terminate without further obligation of the PACGA as of that moment. Certification by the Executive Director of the PACGA of the occurrence of
either of the events stated above shall be conclusive.

(2) Due to default or for cause. This agreement may be terminated for cause, in whole or in part, at any time by PACGA for failure of the County to perform any of the provisions hereof. Should PACGA exercise its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The County will be required to submit the final agreement not later than 45 days after the effective date of written notice of termination. Upon termination of this agreement, the County shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

(3) For Convenience. This Agreement may be canceled or terminated by either of the parties without cause. This Agreement may be terminated by the County for any reason upon 60 days prior written notice to PACGA. This Agreement may be terminated by PACGA for any reason upon 30 days prior written notice to the County and the Prosecuting Attorney.

(b) Notwithstanding any other provision of this section, this Agreement may be immediately terminated without any opportunity to cure if any of the following events occurs:

(1) County violates or fails to comply with any applicable provision of federal or state law or regulation.

(2) County knowingly provides fraudulent, misleading or misrepresentative information to the PACGA.

(3) County has exhibited an inability to meet its financial or services obligations under this agreement.

(4) An assignment is made by the County for the benefit of creditors.

(5) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the County.

(c) Any funds allocated to the County under this Agreement, which remain unobligated or unspent upon such termination, shall automatically revert to PACGA.

17. Victims of Crime Act - Funding Conditions:

(a) County and the Prosecuting Attorney agree to comply with PACGA Policy 11.2 - Victims of Crimes Act - Funding Conditions.
County and the Prosecuting Attorney shall be subject to all applicable rules, regulations and conditions of the Victims of Crime Act.

The County hereby assures and certifies that it:

1. Complies with and will continue to comply with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-33, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements --- 28 C.F.R., Part 66, Common Rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project;

2. Will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable;

3. Will comply with all applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and the Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

Entire Agreement: This Agreement constitutes the entire agreement among and between parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No amendment or modification of this Agreement shall be binding unless all parties have agreed to said modification in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above,
PROSECUTING ATTORNEY EXECUTION:

Signature
Rebecca D. Just
Date signed by Prosecuting Attorney
9/22/14

The Honorable
District Attorney, Bibb Judicial Circuit
Solicitor-General, Bibb County

COUNTY EXECUTION:

Signature
Mayor, Macon-Bibb County Board of Commissioners
Title Designee for Bibb County

Date signed by County

PACGA EXECUTION:

Signature

Date signed by Council

Charles A. Spahos
Executive Director
Prosecuting Attorneys' Council of Georgia
104 Marietta Street NW, Suite 400
Atlanta, Georgia 30303-2743
EXHIBIT A
PACGA, County and Prosecuting Attorney Contact Information

1. The PACGA mailing address, e-mail address and telephone number for correspondence, reports and other matters relative to this contract, except as otherwise indicated, are:

   Prosecuting Attorneys' Council of Georgia
   Attn: Kathy Kemp
   104 Marietta Street, NW, Suite 400
   Atlanta, Georgia 30303-2743
   Telephone No: (404) 969-4001
   Email: kkemp@pacga.org

2. The County's mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

   Macon Bibb County Government
   Attention: Shavita Jones, Grants Accountant
   700 Poplar Street
   Macon, Georgia 31201
   Telephone No.: 478-751-7365
   Email: jones@maconbibb.us

3. The County shall receive reimbursement via ACH deposited into the following account name:

   Macon-Bibb County

   If funds are to be deposited into any account other than that of the County, an official, signed document from the county must be submitted.

4. The PROSECUTING ATTORNEY'S mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

   Bibb County Solicitor-General
   Attention: Rebecca Grist
   Room 504, 601 Mulberry Street
   Macon, Georgia 31201
   Telephone No.: 478-821-8319
   Email: rgrist@maconbibb.us
EXHIBIT B
Approved Budget from Grant Year 2013-2014
### CJCC Budget Detail Worksheet

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Bob County State School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subgrant Number</td>
<td>State School WW*</td>
</tr>
<tr>
<td>Project</td>
<td>VOGA</td>
</tr>
</tbody>
</table>

**Purpose:** This Budget Detail Worksheet is used to identify all Subgrant Eligible Costs (SECs) and to determine whether costs are allowable, reasonable, and justifiable. Please fill out completely to meet the Subgrant Agreement Request (SAR) and in your award. Required information must be provided in the budget narrative, regardless of whether it is requested in the SAR. No new information or costs may be added in a subsequent set that require a budget change.

**Note:** If you have any questions, please review the instructions in their entirety. Right click and select the copy command, select all text, right clip, and paste into your word processor. Please select the correct style settings. If you selected only a field and not the entire row, it will not be saved. If you select the option "Save as Text" and click OK, line data in this manner will not be saved.

**Are you providing a listing by title and name of employees?** If available, to be able to calculate the budget rates for salary and percentage of time to be devoted to the program. Compensation of employees employed by the organization must be consistent with that for similarly worked, non-salaried employees.

<table>
<thead>
<tr>
<th>Title</th>
<th>First and Last name</th>
<th>Salary Rate</th>
<th>% Time to Project</th>
<th>Select Pay Period Frequency</th>
<th>Cost</th>
<th>Match?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Victim Witness Coordinator</td>
<td>Stephanie Whitehead</td>
<td>$39,000.00</td>
<td>100%</td>
<td>Biweekly</td>
<td>$39,000.00</td>
<td>Cash</td>
</tr>
<tr>
<td>Victim Witness Coordinator</td>
<td>Stephanie Whitehead</td>
<td>$37,116.00</td>
<td>100%</td>
<td>Biweekly</td>
<td>$37,116.00</td>
<td>Cash</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>First and Last name</th>
<th>Hourly wage</th>
<th>Hours per week on project</th>
<th>Weeks worked annually</th>
<th>Select Pay Period Frequency</th>
<th>Cost</th>
<th>Match?</th>
</tr>
</thead>
</table>

**PERSONNEL TOTAL**

$35,875

**Volunteers**

<table>
<thead>
<tr>
<th>Hours</th>
<th>Rate</th>
<th>Total value</th>
<th>Match</th>
</tr>
</thead>
<tbody>
<tr>
<td>200.75</td>
<td>$12.00</td>
<td>$2,417.80</td>
<td>In-Kind</td>
</tr>
</tbody>
</table>

**VOLUNTEER TOTAL**

$2,417.80

**Fringe Benefits**

<table>
<thead>
<tr>
<th>Title</th>
<th>First and Last name</th>
<th>Total annual salary or wages</th>
<th>Select fringe type</th>
<th>Enter rate of each fringe benefit as a percentage of salary or wages</th>
<th>% Time to Project</th>
<th>Cost</th>
<th>Match?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Victim Witness</td>
<td>Stephanie Whitehead</td>
<td>$39,000.00</td>
<td>FICA</td>
<td>7.65%</td>
<td>100%</td>
<td>$3,068.15</td>
<td>Cash</td>
</tr>
<tr>
<td>Victim Witness</td>
<td>Stephanie Whitehead</td>
<td>$39,000.00</td>
<td>Retirement</td>
<td>16.55%</td>
<td>100%</td>
<td>$6,460.90</td>
<td>Cash</td>
</tr>
<tr>
<td>Victim Witness</td>
<td>Stephanie Whitehead</td>
<td>$39,000.00</td>
<td>Insurance</td>
<td>6.37%</td>
<td>100%</td>
<td>$2,480.90</td>
<td>Cash</td>
</tr>
</tbody>
</table>

**FRINGE TOTAL**

$5,412.95

**PERSONNEL GRAND TOTAL**

$41,495

**Trainings and Conferences**

<table>
<thead>
<tr>
<th>Purpose of Travel</th>
<th>Staff member</th>
<th>Time</th>
<th>Cost</th>
<th># Individuals</th>
<th># Nights/Days</th>
<th># Trips</th>
<th>Cost</th>
<th>Match?</th>
</tr>
</thead>
</table>

**Notes:**
- All trainings and conferences must be pre-approved by submitting an agenda to your Specialist or Auditor.
- All travel must be budgeted in compliance with State of Georgia Travel Regulations. Budgeted amounts include travel, per diem, and per diem expenses.
- All travel, per diem, and per diem expenses should be itemized. See Budget Narrative for additional information. Travel expenses should be justified by the nature of the event, the need for the position, and the benefits to the organization. Per diem rates should be based on budgeted travel in the budget narrative. Per diem rates should be based on local rates and used for round trip costs. Please consult travel charts for local rates and use the round trip costs. Please consult travel charts for local rates and use the round trip costs. Please consult travel charts for local rates and use the round trip costs.

**Important:** All trainings and conferences must be pre-approved by submitting an agenda to your Specialist or Auditor.
<table>
<thead>
<tr>
<th>Purpose of Travel</th>
<th>Staff Member</th>
<th>Location or Coverage Area</th>
<th>Cost per mile</th>
<th>Miles per grant year</th>
<th>Total Cost</th>
<th>Match?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TRAVEL TOTAL**

$0.00

---

C. Equipment:

- List non-expendable items to be purchased along its benefit of purchase versus current usage. Especially high cost and obsolete equipment is necessary for the success of the program. Show the budget calculation below. A summary description of procurement methodology is to be included.

<table>
<thead>
<tr>
<th>Equipment Item</th>
<th>Cost per Unit</th>
<th># Units</th>
<th>Vendor</th>
<th>Cost</th>
<th>Match?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**EQUIPMENT TOTAL**

$0.00

---

D. Supplies:

- List item by type (e.g., office supplies, postage, paper, energy, training supplies, educational/technical supplies, books, etc.). Indicate any non-expendable items in brackets and indicate purpose for purchase. Show the budget calculation below. A summary description of procurement methodology is to be included.

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost per unit</th>
<th>Define Unit</th>
<th># Units</th>
<th>Vendor</th>
<th>Cost</th>
<th>Match?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUPPLY TOTAL**

$0.00

---

E. Printing:

- List item by type (e.g., ephemera, equipment, training materials). Show the budget calculation below. A summary description of procurement methodology is to be included.

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost per unit</th>
<th>Define Unit</th>
<th># Units</th>
<th>Vendor</th>
<th>Cost</th>
<th>Match?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PRINTING TOTAL**

$0.00

---

F. (1) Other Costs:

- List item by type (e.g., rent, property/lease, maintenance, utilities, office supplies, subscriptions, insurance & bonding, travel, miscellaneous). Show the budget calculation below. A summary description of procurement methodology is to be included.

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost per unit</th>
<th>Define Unit</th>
<th># Units</th>
<th>Vendor</th>
<th>Cost</th>
<th>Match?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**F. (1) Subtotal**

$0.00

---

F. (2) (if applicable):

- List item by type (e.g., non-expendable equipment, utility, office supplies, subscriptions, insurance & bonding, travel, miscellaneous). Show the budget calculation below. A summary description of procurement methodology is to be included.

<table>
<thead>
<tr>
<th>Name of Consultant</th>
<th>Service Provided</th>
<th>Cost per Unit of Service</th>
<th># Units</th>
<th>Cost</th>
<th>Match?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**F. (2) Subtotal**

$0.00

---

F. (3) (if applicable):

- List item by type (e.g., non-expendable equipment, utility, office supplies, subscriptions, insurance & bonding, travel, miscellaneous). Show the budget calculation below. A summary description of procurement methodology is to be included.

<table>
<thead>
<tr>
<th>Item</th>
<th>Vendor</th>
<th>Cost</th>
<th>Match?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**F. (3) Subtotal**

$0.00
### Budget Narrative

(Blank)

---

**Budget (Summary)**: When you have completed this Budget Worksheet, the totals for each category will be entered on the Budget Template. The total costs and non-project costs will be compiled by Excel template. For a cost of Federal match and the amount of non-federal match that will support the project.

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Personnel and fringe</td>
<td>$48,763</td>
</tr>
<tr>
<td>B. Travel</td>
<td>$0</td>
</tr>
<tr>
<td>C. Equipment</td>
<td>$0</td>
</tr>
<tr>
<td>D. Supplies</td>
<td>$0</td>
</tr>
<tr>
<td>E. Printing</td>
<td>$0</td>
</tr>
<tr>
<td><strong>F. Other</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COSTS</strong></td>
<td>$48,763</td>
</tr>
<tr>
<td>Federal Request</td>
<td>$18,694</td>
</tr>
<tr>
<td>Match Amount</td>
<td>$7,715</td>
</tr>
<tr>
<td>Match Breakdown</td>
<td></td>
</tr>
<tr>
<td>In-Kind</td>
<td>$2,438</td>
</tr>
<tr>
<td>Volunteer Match</td>
<td></td>
</tr>
<tr>
<td>for VOCA</td>
<td>$2,438</td>
</tr>
</tbody>
</table>

**Budget Narrative**: The total federal amount be included. Make sure Allow items for which they will be used must be incorporated into the overall budget. Indicate clearly the total budget. Ensure all detail worksheet for which funds these items will be used.
EXHIBIT C
ACH Form
VENDOR MANAGEMENT FORM (PeopleSoft Financial System)

The Initiating Agency will submit this form to the Vendor Management Group for verification and approval. Agency must complete section 5 of the form to obtain approval.

SECTION 1 – VENDOR IDENTIFICATION (COMPLETE ALL APPLICABLE FIELDS)

VENDOR NUMBER: ___________________________ FEI/SSN/EMP ID NUMBER: 46-3992371

VENDOR NAME: Macon-Bibb County

PAYMENT ALT NAME: (IF CHECK IS TO BE PAYABLE IN A DIFFERENT NAME) ___________________________

ADDRESS: P.O. Box 247 Macon, GA 31202-0247

ADDRESS CONT: 700 Poplar Street

CITY: Macon STATE: GA ZIP CODE: 31201 COUNTRY: USA

PHONE NUMBER: (478) 803-2610 FAX NUMBER: (478) 751-7252

EMAIL: tsimmons@maconbibb.us

SECTION 2 – BANK ACCOUNT INFORMATION (ATTACH COPY OF VOIRED CHECK)

ROUTING #: 061104123 BANK ACCOUNT #: 1000074147

☐ Check here if General Bank Account can be used by ALL State of Georgia agencies making payments

☐ Check here if this account can only be used for a SPECIFIC purpose, VOCA-State Solicitor

[Indicate specific purpose for which this account can be used]

I authorize the State of Georgia to deposit payment for goods or services received into the provided bank account by the Automated Clearing House (ACH). I further acknowledge that this agreement is to remain in full effect until such time as changes to the bank account information are submitted in writing by the vendor or individual named above. I understand it is the sole responsibility of the vendor or individual to notify the State of Georgia of any changes to the bank account information.

Terry Lynn Simmons

[Vendor Printed Name]

[Signature]

[Date]

SECTION 3 – SPECIFY TYPE OF ACTION (CHECK ALL THAT APPLY)

☐ New Vendor

☐ Classification Change

☐ Name Change**

☐ Vendor Deactivation

☐ Bank Account Add

☐ Employee

☐ Add address

☐ Change of Address: Address #

☐ Change of Address: Street Address

☐ Fleet Anywhere Vendor

☐ Bank Account Change

1099 Code:

☐ FEUTIN Change**

Right of Way Purchase

☑ Other (provide details in Section 4)

☐ Bank Account Delete

Documentation for Vendor Name/TIN changes must include at least one of the following: IRS documentation (tax documents, FEI issuance letter, etc); Confirmation from Secretary of State’s office of legal name change OR a newly completed W-9 form provided by the vendor.

SIC CODES (CHECK ALL THAT APPLY)

☐ Small Business

☐ GA Based Business

☐ Women Owned

☐ Minority Business Certified

☐ Hispanic-Latino

☐ Minority Business Enterprise

☐ African American

☐ Native American

☐ Asian American

☐ Pacific Islander

SECTION 4 – ADDITIONAL COMMENTS

SECTION 5 – STATE OF GEORGIA AGENCY CONTACT INFORMATION (OFFICE USE ONLY)

Requestor Name: Latoria Smith

Agency BU#: 41800 Date: 09/17/14

Email: ipanes@maconbibb.us

Phone: (404) 969-4015 Fax #: 

EXHIBIT D
PAC Policy 11.2
1. Purpose.

This Policy establishes policies, procedures and conditions that apply to all prosecution-based victim services programs that receive funding through the Prosecuting Attorneys' Council (PACGA or "the Council") as specified in Section 3.

2. Authority.

(a) Victim of Crimes Act (VOCA), 42 U.S.C. Chapter 112.


(a) This policy applies to all district attorneys and solicitors-general offices that receive federal funding under the Victim of Crimes Act (VOCA), 42 U.S.C. Chapter 112, as amended, (hereinafter referred to as "funded offices") that are administered by PACGA pursuant to one or more grants from the Criminal Justice Coordinating Council.

(b) The provisions of this policy constitute binding special conditions that must be adhered to as a condition of the receipt of grant funds and are in addition to any other special conditions that may apply to the federal grant program.

4. Definitions.

(a) “CICC” means the Criminal Justice Coordinating Council.
(b) “Funded office” means a district attorney's office or a solicitor-general's office that is receiving VOCA funds through the Council.
(c) “OJP” means the Office of Justice Programs of the United States Department of Justice.
(d) “VOCA” means the Victims of Crime Act, 42 U.S.C. Chapter 112.
(e) “VWAP” means a prosecution-based victim-witness assistance program operated by a funded office.
5. Role of the Council.

(a) The Council is the fiscal officer for the prosecuting attorneys and the recipient of federal funds under VOCA. The Council is responsible to the CJCC, and through them to the federal grantor agency, for providing administrative oversight and insuring that all prosecuting attorneys' offices receiving VOCA funds comply with all state and federal statutes, rules, regulations applicable to such grant as well as any special conditions that apply to the grant.

(b) The Executive Director is responsible to the Council for the proper administration of the grant and timely making any reports required by the grant. The Executive Director may designate one or more employees to perform any function necessary to administer the grant or which necessarily appertain thereto.

6. Responsibilities of District Attorney's Offices or Solicitor-General's Offices.

(a) The district attorney or solicitor-general of a funded office is responsible for the proper administration of the funds received by their office and compliance with this Policy.

(b) The district attorney or solicitor-general of a funded office may designate, in writing, an employee to be responsible for the administration of the grant fund and making any reports required by this policy or the grant. A copy of such designation shall be submitted to the Executive Director or his or her designee.

(c) Each funded office agrees to adhere to the Program Guidelines for the Victims of Crime Act Victim Assistance Grant Program available at http://www.ojp.usdoj.gov/eve/voca/vaguidc.htm

(d) Each funded office agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities initiated and/or conducted by the Council or CJCC during and subsequent to the grant award period.

(e) Each funded office agrees to obtain and maintain a Data Universal Numbering System (DUNS) number and to provide that number to the Council.
7. **Delivery of Services to Victims.**

(a) No cost for Services. Funded offices must provide services to crime victims at no charge.

(b) Core Services. Funded offices must, at a minimum, abide by the provisions of the "Crime Victims' Bill of Rights," O.C.G.A. § 17-17-1, et seq., including, but not limited to providing the following core services:

1. Educating victims about their role in the criminal justice process.

2. Stabilizing Lives:
   
   (A) Funded offices shall:

   (i) Coordinate crime scene clean-up services;

   (ii) Provide information and assistance with the return of stolen/damaged property;

   (iii) Provide referrals to and coordinate services with agencies that provide food, shelter, support groups, medical care, and crisis/emergency intervention and long-term therapy/counseling;

   (iv) Provide assistance with information, application, and document collection for Crime Victim Compensation, ensuring that all victims understand their rights to receive compensation, all applicable eligibility requirements, and all application procedures;

   (v) Provide assistance with information, application, and document collection for restitution in order to ensure that restitution is made a part of every applicable criminal sentence; and

   (vi) Provide assistance with other applications (TANF, Immigration, leases, etc.) and/or other paperwork relating to acquiring services as a direct result of the crime.
(B) Funded offices may:

(i) Assist victims requesting assistance in working with bill collectors/creditors, where expenses directly resulted from the crime or loss of wages due to the crime; and

(ii) Assist victims with employers and/or school administrators when victims lose wages, employment, or time as a direct result of the crime or cooperation with the prosecution.

(3) Meeting Emotional/Physical Needs: Funded offices shall:

(i) Ensure advocates' availability to victims and law enforcement around the clock, ensuring provision of both information about victim options immediately following the crime and first-response emotional support & crisis intervention (homicide, aggravated assault and domestic/family violence cases, and crisis response);

(ii) Assist with death and serious injury notifications for families of victims;

(iii) Provide assistance with preparation of Victim Impact Statements and presentation of the Statements in court;

(iv) Provide assistance with letters, victim impact statements, registration for Georgia Victim Impact Panel, facilitation of/accompaniment to Visitor's Day, clemency hearings and executions, etc.;

(v) Provide follow-up services to victims at hospital facilities, coroner's offices, and/or funeral homes;

(vi) Provide personnel availability during interviews to help victims feel more comfortable;

(vii) Provide emotional support to victims and their families throughout the judicial process;
(viii) Provide practical assistance to ensure necessary court appearances of victims (e.g., services for disabled victims and translators); and

(ix) Provide appropriate post-sentence referrals and intervention if needed.

(4) Meeting Safety & Security Needs. Funded offices shall:

(i) Assist victims with safety planning;

(ii) Coordinate communication with necessary professionals with on-going activities of the defendant that is putting the victim in fear and/or physical jeopardy;

(iii) Prompt necessary actions to expedite a stage of the case for victim protection (i.e., alert prosecutors if a case is dismissed in Magistrate Court to initiate the indictment/bond process for victim protection;

(iv) Prompt necessary actions to initiate the process for probation revocation if defendant violates the sentence terms and jeopardizes victim safety, etc.);

(v) Provide information and advocacy regarding Temporary Protective Orders;

(vi) Assist victims with notification requests to the county jail/Department of Corrections and Parole regarding the defendant's release from incarceration; and

(vii) Provide a comfortable waiting area apart from defendant's family and acquaintances;

(5) Assisting with the Criminal Justice System. Funded offices shall:

(i) Assist the victim and family members with understanding the criminal justice system and what to expect at each stage of the process;

(ii) Assist the victim and family members with understanding all legal terminology and strategy during processing of the case;
(iii) Advocate for restitution at time of sentencing (this can become part of the sentence and if payment is not rendered, it may be a probation violation);

(iv) Coordinate victim needs for transportation and travel that may include; air, train, bus, auto, accommodations, and meals;

(v) Assist victims with warrant application processes and attend pre-warrant court hearings;

(vi) Serve as liaison between victims, investigators, prosecutors and court personnel;

(vii) Provide assistance to investigators and prosecutors for initial and ongoing contact with victims (e.g., interviews and scheduling of interviews);

(viii) Ensuring that contact information and the physical location of the victim is maintained and accurate for continuation of services;

(ix) Provide courtroom orientation and pre-trial preparation to testifying victims;

(x) Escort victims to court and related hearings;

(xi) Provide ongoing communication and information regarding status of the case, bond hearings, grand jury decisions, disposition options, appellate decisions, etc.;

(xii) Attend hearings with victims or on behalf of victims when their presence is not required;

(xiii) Assist victims with making contact with the Board of Pardons and Paroles and the Department of Corrections to request notification regarding a defendant’s entry into the prison system and offering avenues for opinions on early parole release;

(6) Education/Collaboration:
(A) Funded offices shall have personnel:

(i) Serve on community victim advocacy committees, boards of directors, and task forces, acting as liaison for prosecutor's offices and judicial system (i.e., shelters, rape-crisis centers, etc.);

(ii) Represent the office on various victims service bodies including child fatality review, domestic violence fatality review, elder abuse task force, domestic violence task force, various multi-disciplinary teams, etc.;

(iii) Provide training to community, law enforcement, educational facilities and other professionals on victim assistance and victim related issues including, but not limited to, family violence, identity theft, sexual assault, child abuse, teen dating violence, elder abuse, the criminal and civil justice process, stalking, and crime prevention; and

(iv) Provide ongoing information and literature to educate victims about the Victim Assistance Program, crime, and other relevant issues through pamphlets, handouts, presentations, referrals, internet, etc.

(B) Funded offices may have personnel serve on a Victim Impact Panel as member or coordinator, and hold monthly meetings, and assist in recruiting, training and maintaining victim panel members and speakers.

(7) Prosecutorial Assistance: Funded offices shall:

(i) As needed, assist investigators and prosecutors with obtaining reports from DFACS, child advocacy and assessment centers, and other agencies;

(ii) As needed, assist investigators and prosecutors with completing referral forms and setting up forensic interview at child advocacy and assessment centers;
(iii) Upon request from investigators, prosecutors, or child advocacy and assessment center personnel, will attend forensic interviews and multidisciplinary team meetings (MDT);

(iv) As needed, assist investigators and prosecutors with documentation in domestic and family violence cases (pictures of victim's injuries, statements, etc.).

(8) Post conviction. If the accused is found guilty and sentenced to incarceration in the custody of the Georgia Dept. of Corrections (GDOC), funded offices will connect the victim with the GDOC victim services division and assist the victim with registering for offender status notifications.

(c) Limited English Proficient Victims.

(1) Funded offices will provide services and literature in Spanish and other languages.

(2) Each funded office must have a written plan that insures that victims who are not proficient in the English language are afforded access to services as required by Executive Order 13166. At a minimum, the plan must meet the requirements set forth in U.S. Dept. Of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. 67 Fed. Reg. 41455-41472 (June 18, 2002).

(3) In addition, funded offices that provide hotline services will provide PACGA documentation of a contract for 24-hour language interpretation services for callers who do not speak English. Subgrantees that provide hotline services will ensure that its TTY machine is operable at all times and that all staff, volunteers and interns who answer the hotline receive training and ongoing review of TTY answering procedures.

(4) For information and resources for providing services to LEP or disabled individuals, visit LEP.gov or Georgia’s Americans with Disabilities Act Coordinator’s Office, http://ada.georgia.gov. You may also contact CJCC for technical assistance with questions or concerns.
(d) Immigration status.

Funded offices that rely on in-kind (non-cash) services necessary to protect life or safety without charge based on the recipients' income shall not deny these services to any crime victim who seeks their protection based on the victim's immigration or legal status, nor shall the agency require any victim who contacts them in good faith to verify their immigration status prior to delivering services. See Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation, (A.G. Order No. 2353-2001) 66 FR 3613.

(e) Victims of Federal Crimes.

Funded offices must provide services to victims of federal crimes on the same basis as victims of state and/or local crimes. A victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation. Federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.

(f) Victims of Crimes Committed by Juveniles.

Beginning January 1, 2014, funded offices must provide services to a victim of a delinquent act committed by a child which would constitute a crime if committed by an adult as required by O.C.G.A. § 15-11-481. If the funded office opts out of prosecuting delinquency cases in one or more counties in accordance with O.C.G.A. § 15-18-6.1, the funded office must provide the Council with documentation showing how victims of delinquent acts in those counties will receive services required by O.C.G.A. § 15-11-481 and this Policy.

8. Use of Volunteers.

(a) Funded offices must use volunteers unless CJCC determines there is a compelling reason to waive this requirement. A "compelling reason" may be a statutory or contractual provision concerning liability or confidentiality of counselor/victim information, which bars using volunteers for certain positions, or the inability to recruit and maintain volunteers after a sustained and aggressive effort.
(b) 25% of the 20% VOCA-required matching funds must be in the form of volunteer in-kind match for each funded office unless the requirement is waived, in writing by CICC.

(c) Funded offices seeking a waiver from this requirement because they are unable to recruit or maintain volunteers will have to document and demonstrate the efforts they undertook to find volunteers.

(d) Funded offices shall furnish a listing of all project volunteers that provide direct services, a copy of the contract or agreement between each volunteer and the funded office identifying responsibilities for both parties, and a written job description indicating what types of direct services the volunteer will provide.

(e) Funded offices will satisfy 25% of the required match (20%) through the in-kind donation of volunteer hours. The standard rate for the provision of direct services by a volunteer is $12.00 per hour. Higher rates must be pre-approved by CICC. Any request for deviation from this requirement must be submitted in writing to CICC utilizing the volunteer requirement waiver request form. A copy of the request must be provided to PACGA.

9. **Non-Discrimination in Service Provision.**

(a) As recipients of federal funds from the Department of Justice, all funded offices are subject to the following federal non-discrimination laws:

3. The Omnibus Crime Control and Safe Streets Act of 1968 - 42 U.S.C. § 3789d(c)(1);
4. Title II of the Americans with Disabilities Act - 42 U.S.C. § 12132;
5. Title IX of the Education Amendments of 1972 - 20 U.S.C. § 1681 (applicable to all funded offices that conduct training);
6. The Age Discrimination Act of 1975 - 42 U.S.C. § 6101; and,

(b) In the event that a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against a funded office, after a due process hearing, on the ground of race, color, national origin or sex, the funded office must submit a copy of the finding to the Council, the CJCC and the OJP Office of Civil Rights.

(c) Any publications or brochures about the funded office that are distributed should contain the following statement:

The [funded office] does not discriminate against individuals or groups on the basis of race, color, national origin, religion, sex, immigration status, or disability. If you believe you have been the target of discrimination, you have the right to file a civil rights complaint. Information on how to file a civil rights complaint can be found on the Office of Justice Programs website: http://www.ojp.usdoj.gov/about/ocr/complaint.htm.

10. Local Victim Assistance Program Funding, a/k/a Five Percent (5%) Funding, Certification & Reporting.

(a) Funded offices must be certified and eligible to receive 5% funds by CJCC. Funded offices that are not certified as of the date that the funded office enters into the memorandum of agreement with Council, the county and the prosecuting attorney, must complete certification requirements prior to drawing down funds.

(b) Funded offices are required by O.C.G.A. § 15-21-132 to submit an annual report through the Council to CJCC detailing the receipt and expenditure of 5% funds by January 15 of each year. This report must include the total amount of funds received pursuant to this Code section, the purposes for which the funds were expended, and the total number of victims served in each county for which the funds were received. A copy of the annual report shall also be submitted to each county governing authority from which funds were received pursuant to this Code section.
11. Other Required Certifications.

(a) As recipients of federal funds, funded offices are required to verify certain conditions and behaviors by completing certification requirements provided in the common rules for lobbying, drug-free workplaces, and suspension and debarment of the Office of Justice Programs (OJP).

(b) Funded offices must complete and submit OJP Form 4061/6 entitled “Certifications Regarding Lobbying; Debarment; Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements” to the Council with the memorandum of agreement. A copy of the form can be found at: http://www.ojp.usdoj.gov/funding/forms/certifications.pdf

12. Political Activity.

(a) The restrictions of the Hatch Act, Pub. L. 93-433, 5 U.S.C. Chapter III, (as amended), concerning the political activity of government employees are applicable to funded office staff members and other state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by federal grants. Under a 1975 amendment to the Hatch Act, such state and local government employees may take an active part in political management and campaigns except they may not be candidates for office.

(b) If any changes occur in the funded office’s lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted. Federal funds cannot be used, directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of OJP.


Funded offices must meet the requirements of 28 CFR 42.301 et seq., Equal Employment Opportunity Plans (EEO). The plan must cover the grant period specified in the grant application submitted by PACGA. If your office needs technical assistance in preparing an Equal Employment Opportunity Plan, please contact the Office of Civil Rights Compliance Specialist, Office of Justice Programs, Washington, D.C., (202) 307-0690.

(a) All victim advocate staff must have completed 40 hours of training specific to providing direct victim services either through the Office for Victims of Crime, Victim’s Assistance Training Online, the National Organization for Victim’s Assistance (NOVA), CJCC, PACGA or an other organization approved by CJCC that provides training specific to serving crime victims. New staff must complete this training within 12 months of the start of employment as a victim advocate.

(b) Each employee providing victim services in a funded office must attend and successfully complete at least eight (8) hours of training in victim assistance annually. As part of this requirement, victim services supervisors and all fully or partially grant-funded staff in a funded office must attend a victims’ compensation training approved by CJCC during the grant year. New staff (whether funded by this grant program or not) must complete this training within six (6) months of the start of employment as a victim advocate.

(c) Funded offices understand and agree that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm

(d) The Executive Director may for good cause waive or defer the training requirements provided for in this section unless otherwise prohibited by CJCC or OJP.

15. Allowable Costs and Services.

The following costs and services may be supported by VOCA funds provided that they are included in the approved budget for the funded office:

(a) Immediate Health and Safety. Those services which respond to the immediate emotional and physical needs (excluding medical care) of crime victims such as:

(1) Crisis intervention;

(2) Accompaniment to hospitals for medical examinations;
(3) Hotline counseling;

(4) Emergency food, clothing, transportation, and shelter (including emergency, short term nursing home shelter for elder abuse victims for whom no other safe, short-term residence is available); and

(5) Other emergency services that are intended to restore the victim’s sense of security. This includes services which offer an immediate measure of safety to crime victims such as boarding-up broken windows, and replacing or repairing locks. Also allowable is emergency legal assistance such as filing restraining orders and obtaining emergency custody/visitation rights when such actions are directly connected to family violence cases and are taken to ensure the health and safety of the victim.

(b) Mental Health Assistance - Those services and activities that assist the primary and secondary victims of crime in understanding the dynamics of victimization and in stabilizing their lives after a victimization such as counseling, group treatment, and therapy. “Therapy” refers to intensive professional psychological/psychiatric treatment for individuals, couples, and family members related to counseling to provide emotional support in crises arising from the occurrence of crime. This includes the evaluation of mental health needs, as well as the actual delivery of psychotherapy.

(c) Assistance with Participation in Criminal Justice and Juvenile Proceedings.

(1) In addition to the cost of emergency legal services noted above, other costs associated with helping victims participate in the criminal justice system also are allowable. These services may include advocacy on behalf of crime victims; accompaniment to criminal justice offices and court; transportation to court; child care or respite care to enable a victim to attend court; notification of victims regarding trial dates, case disposition information, and parole consideration procedures; and assistance with victim impact statements. Projects devoted to restitution advocacy on behalf of specific crime victims must be specifically approved by CJCC.

(2) VOCA funds cannot be used to pay for non-emergency legal representation such as divorces or civil restitution recovery efforts.
(d) Costs Necessary and Essential to Providing Direct Services - This includes prorated costs of rent, utilities (in certain situations, i.e. a shelter), transportation costs for victims to receive services, emergency transportation costs that enable a victim to participate in the criminal justice system and local travel expenses for service providers.

(e) Special Services - Services to assist crime victims with managing practical problems created by the victimization, such as acting on behalf of the victim with other service providers, creditors, or employers; assisting the victim to recover property that is retained as evidence; assisting in filing for compensation benefits; and, helping to apply for public assistance.

(f) Personnel Costs - Costs that are directly related to providing direct services, such as staff salaries and fringe benefits, including malpractice insurance; the cost of advertising to recruit VOCA-funded personnel; and the cost of training paid and volunteer staff.

16. Other Allowable Costs and Services.

(a) The following other allowable costs and services may be supported by VOCA funds provided that they are included in the approved budget for the funded office:

(b) The services, activities, and costs listed below are not generally considered direct crime victim services but often are necessary and essential activities to ensure that quality direct services are provided.

(c) Before these costs can be supported with VOCA funds, the funded office must certify to PACGA that they have no other source of support for them; and that only limited amounts of VOCA funds will be used for these purposes.

(d) The following list provides examples of such items:

(1) Skills training for staff -

(A) VOCA funds designated for training are to be used exclusively for developing the skills of direct service providers including paid staff and volunteers, so that they are better able to offer quality services to crime victims. An example of skills development is training focused on how to respond to a victim in crisis, and the travel expenses associated with this training,
(B) Reimbursement of expenses for training must meet the Statewide Travel Policy promulgated by the State Accounting Office (SAO) and the Office of Planning and Budget (OPB) pursuant to O.C.G.A. § 50-5B-5 and Chapter 6 of the PAC Rules.

(C) Reimbursement of expenses for training will only be provided for staff approved in the budget and for volunteers.

(e) Training Materials - VOCA funds can be used to purchase materials such as books, training manuals, and videos for direct service providers within the VOCA-funded organization and can support the costs of a trainer for in-service staff development when the amounts do not exceed federal standards. Staff from other organizations can attend in service training activities that are held for the funded office.

(f) Equipment and Furniture.

(1) VOCA funds may be used to purchase furniture and equipment that provide or enhance direct services to crime victims, as demonstrated by the funded office. VOCA funds cannot support the entire cost of an item that is not used exclusively for victim-related activities. However, VOCA funds can support a pro-rated share of such an item.

(2) Funded offices cannot use VOCA funds to purchase equipment for another organization or individual to perform a victim-related service.

(3) Examples of allowable costs may include beepers, typewriters, computers, video-tape cameras and players for interviewing children, two-way mirrors, equipment and furniture for shelters, work spaces, victim waiting rooms, and children’s play areas. The cost of furniture, equipment such as Braille equipment or TTY/TDD machines for the deaf, or minor building alterations/improvements that make victim services more accessible to persons with disabilities are allowable.

(4) Title to all equipment and/or supplies purchased with federal funds shall vest in the Council and will be assigned for use by the funded office. An inventory of such property must be maintained in accordance with Council Policy 4.8. Such equipment and supplies will be maintained in accordance with Council Policy 4.8 long as the equipment and/or
supplies are used for program related purposes. If the funded office ceases to provide victim services, the Council has the right to determine the future use of such property and to reallocate it to another funded office.

(g) Purchasing or Leasing Vehicles - Funded offices may use VOCA funds to purchase or lease vehicles if they can demonstrate to Council and the state administrator at CICC that such expenditure is essential to delivering services to crime victims. The VOCA administrator must give prior approval for all such purchases. Vehicles purchased or leased are subject to Council Policies 12.1, 12.2 and 12.3.

(h) Advanced Technologies.

(1) At times, computers may increase an applicant’s ability to reach and serve crime victims. For example, automated victim notification systems have dramatically improved the efficiency of victim notification and enhanced victim security.

(2) In making such expenditures, the funded office must describe in the project budget how the computer equipment will enhance services to crime victims; how it will be integrated into and/or enhance the funded office’s current system; the cost of installation; the cost of training staff to use the computer equipment; the on-going operational costs, such as maintenance agreements and supplies; and how these additional costs will be supported, as maintenance costs cannot be supported with VOCA funds.

(3) Funding will not be approved for any computer system or software that is not capable of interfacing with the TRACKER case management system operated by PACGA.

(i) Contracts for Professional Services.

(1) VOCA funds will not be used to support contract services except when it is necessary to contract for specialized services. Examples of these services include:

(A) Assistance in filing restraining orders or establishing emergency custody/visitation rights if the funded office can document to PACGA that the office has a demonstrated history of advocacy on behalf of domestic violence victims;
(B) Emergency psychological or psychiatric services; or

(C) Sign and/or interpretation for the hearing impaired or for crime victims whose primary language is not English.

(2) Applicants are prohibited from using VOCA funds for contracted services which contain administrative, overhead, or other indirect costs included in the hourly or daily rate.

(j) Operating Costs - Examples of allowable operating costs include: supplies; equipment use fees, when supported by usage logs; printing; photocopying, and postage; brochures which describe available services; and books and other victim-related materials. VOCA funds may support administrative time to complete VOCA-required time and attendance sheets and programmatic documentation, reports, and statistics; administrative time to maintain crime victims’ records; and the pro-rated share of audit costs.

(k) Supervision of Direct Service Providers - CJCC may provide VOCA funds for supervision of direct service providers when they determine that such supervision is necessary and essential to providing direct services to crime victims. For example, CJCC may determine that using VOCA funds to support a coordinator of volunteers or interns is a cost-effective way of serving more crime victims.

(l) Repair and/or Replacement of Essential Items - VOCA funds may be used for repair or replacement of items that contribute to maintaining a healthy and/or safe environment for crime victims, such as a furnace in a shelter. Funded offices wishing to use VOCA funds for these purposes must demonstrate the following:

(1) That the building is owned by a state or local government and not rented or leased;

(2) All other sources of funding have been exhausted;

(3) There is no available option for providing the service in another location;

(4) That the cost of the repair or replacement is reasonable considering the value of the building; and

(5) The cost of the repair or replacement is pro-rated among all sources of income.
(m) Public Presentations - VOCA funds may be used to support presentations that are made in schools, community centers, or other public forums and designed to identify crime victims and provide or refer them to needed services. Specifically, activities and costs related to such programs including presentation materials, brochures, and newspaper notices can be supported by VOCA funds.


(a) Seat Belt Use. Pursuant to 23 U.S.C. 402 and 403, and 29 U.S.C. 668, funded offices, as a recipient of Federal contracts, subcontracts, and grants, shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and subrecipients when operating government-owned, rented, or personally owned vehicles.

(b) Text Messaging While Driving. Text messaging while driving is prohibited for all personnel funded by grants administered by the Council pursuant to grants from CJCC. See Council Policy 12.2(6)(f).

18. Reporting Fraud or Criminal Activity Involving Grant Funds.

(a) Funded offices agree to promptly refer to the U.S. Department of Justice (DOJ) Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

(b) Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

Office of the Inspector General U.S. Department of Justice Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530
e-mail: oig.hotline@usdoj.gov
hotline: (contact information in English and Spanish) (800) 869-4499
hotline fax: (202) 616-9881
19. Use of psychologists, professional counselors, social workers, and marriage and family therapists.

(a) Funded offices agree to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. § 43-10A-1, et. seq).

(b) Funded offices agree to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-39-1, et. seq).

20. Compliance with Federal Audit Requirements.

(a) Funded offices must comply with the organizational audit requirements of the Single Audit Act as detailed in OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understand and agree that funds may be withheld, or other requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactory and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.

(b) The Council will provide each funded office with the Catalog of Federal Domestic Assistance (CFDA) number for this grant program.


Funded offices will provide the Council, the Office for Victims of Crime, the Office of the Chief Financial Officer (OCFO), OJJFAC and their representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

22. Records & Reports; Use of TRACKER.

(a) As used in this section:
<table>
<thead>
<tr>
<th>Policies &amp; Procedures</th>
<th>Approved October 2, 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.2 Victim Services</td>
<td>Victims of Crimes Act - Funding Conditions</td>
</tr>
</tbody>
</table>

(1) "TRACKER" means the Tracker Prosecutor Case Management System, a secure, on-line computer case management system operated by the Council;

(2) "VSSR Data" means data that documents the number of new and existing victims served, the demographics of victims, the type of crimes involved and the number and types of services provided to victims by funded offices.

(b) Funded offices shall utilize TRACKER to document the number of new and existing victims served, the demographics of new victims, and the number and types of services provided victims of crime. Data shall be entered into TRACKER at or near the time services are provided.

(1) Any funded office not on TRACKER on October 1, 2013 shall, as a condition of receiving funds, take all necessary steps to begin using TRACKER by the end of the first quarter.

(2) Funded offices not on TRACKER as of October 1, 2013, must maintain and submit VSSR data to the Council in such form as the Director of the Information Technology Division shall prescribe until such time as TRACKER becomes available for use by that office.

(3) When the Executive Director determines that TRACKER is available for use within a circuit or county, failure to utilize TRACKER may result in withholding of reimbursement of expenditures or void the memorandum of agreement.

(c) Each funded office is responsible for the accuracy of data entered into TRACKER and reported to CJCC.

(1) The victim assistance coordinator in each funded office shall review VSSR data for completeness and accuracy at least monthly.

(2) For offices utilizing TRACKER to manage the preparation and disposition of criminal and civil cases, the victim assistance coordinator is only responsible for the completeness and accuracy of VSSR data related to those cases.
(d) Any unauthorized use of TRACKER may result in the loss of access to the system, termination of employment, or criminal or civil prosecution.

23. Prior Approval Required for Certain Contracts or Subcontracts.

Funded offices cannot use any federal funds, either directly or indirectly, in support of any contract or subcontract to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries without the express prior written approval of CICC and OJP.


Funded offices must comply with the National Environmental Policy Act, 83 Stat. 852, 42 U.S.C. § 4321, et seq., and other related federal environmental impact analysis requirements of the funded office engages in one or more of the following activities and the activity needs to be undertaken in order to use grant funds:

(a) New construction

(b) Minor renovation or remodeling of a property that is either:

(1) Listed on or eligible for listing on the National Register of Historic Places; or

(2) Located within a 100-year flood plain.

(c) A renovation, lease, or other proposed use of a building or facility that will either:

(1) Result in a change in its basic prior use; or

(2) Significantly change its size.

(d) Implementation of a new program involving the use of chemicals other than those:

(1) Purchased as an incidental component of a funded office; or

(2) Traditionally used, for example, in office, household, recreational or educational environments.
EXHIBIT E
Special Conditions 2013
1. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Initials

2. Subgrantees who provide emergency shelter will conduct appropriate screening so as not to discriminate against individuals based on physical or mental disability, including mental health concerns and substance abuse issues, or deny shelter solely upon the presence of these factors, and ensure that reasonable accommodations are documented and made available to those victims.

Initials

3. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

In addition, subgrantees that provide hotline services will provide documentation of a contract for 24 hour language interpretation services for callers who do not speak English. Subgrantees that provide hotline services will ensure that their TTY machine is operable at all times and that all staff, volunteers and interns who answer the hotline receive training and ongoing review of TTY answering procedures.

Initials

4. The subgrantee agrees to comply with the Equal Treatment Regulation (28 C.F.R. part 38) which prohibits recipients from using federal grant funding for inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, the activities must be held separately from the grant-funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation makes clear that organizations receiving federal grant funding are not permitted to discriminate when providing services on the basis of a beneficiary’s religion.

Faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Initials

5. All subgrantees of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, Criminal Justice Coordinating Council investigates subgrantees that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, Criminal Justice Coordinating Council selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Initials
6. In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301–308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

Initials (Page 2)

7. In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for $500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review within 60 days from the date of this letter. For assistance in developing an EEOP, please consult OCR's website at http://www.ojp.usdoj.gov/ocr/eep.htm. You may also request technical assistance from an EEOP specialist at OCR by calling (202) 616-3209.

If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section 8 of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eep.htm.

If your organization received an award for less than $25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eep.htm.

The subgrantee acknowledges that failure to submit an acceptable EEOP (if the subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the subgrantee is in compliance. The subgrantee must maintain proof of compliance with the above requirements and be able to provide such proof to the Criminal Justice Coordinating Council upon request.

Initials (Page 2)

8. Subgrantee agencies are required by Criminal Justice Coordinating Council to clearly post a non-discrimination policy in accordance with the subconditions. This policy shall be visible to and easily accessed by all staff, board members, and clients. The policy shall also contain information on how to lodge a claim of discrimination with the subgrantee agency.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex or disability then your organization must submit a copy of the finding to Criminal Justice Coordinating Council and to OCR for review.

Initials (Page 2)

9. The subgrantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from these funds, or of the parents or legal guardians of such students.

Initials (Page 2)

10. Pursuant to U.S. Attorney General Order No. 23632001, and O.C.G.A. §§ 50 - 36.1(d), public or private nonprofit service providers that deliver inkind (noncash) services necessary to protect life or safety and do not charge for
said services based on the recipients' income, may not require clients seeking their organization's services to verify their immigration status nor deny services based on the clients' legal status. (Department of Justice (2001); Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation, (A.G. Order No. 23532001) 66 FR 3613.) Agencies providing said services shall establish a policy ensuring all victims have access to services regardless of immigrant status, and shall coordinate with staff and clients seeking services.

Any law enforcement or prosecution subgrantee that provides in-kind (noncash) services necessary to protect life or safety and does not charge for said services based on the recipients' income shall not deny these services to any crime victim who seeks their protection based on the victim's immigration or legal status, nor shall the agency require any victim who contacts them in good faith to verify their immigration status prior to delivering services. (Department of Justice (2001); Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation, (A.G. Order No. 23532001) 66 FR 3613.; O.C.G.A §17-5-103(f)).

Initials

11. The subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

Initials

12. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system, or other system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subgrantees that do not acquire and provide a DUNS Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs website at http://www.ojp.usdoj.gov/funding/sam.htm (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Initials

13. The subgrantee agrees to abide by all administrative and financial guidelines as stipulated in the current edition of the Office of Justice Program’s Financial Guide for Grants available at http://www.ojp.usdoj.gov/fmguide.html. All services paid by federal and/or matching funds must have a valid contract that has been preapproved by the Criminal Justice Coordinating Council to ensure compliance with federal and state guidelines and statutes.

Initials


Initials

15. The subgrantee agrees to comply with the organizational audit requirements of the Single Audit Act as detailed in OMB Circular A133, Audits of States, Local Governments and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A133 audits (and any other audits of OJP grant funds) are not satisfactory and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 13. The CFDA number for this grant program is 15.575.

Initials

16. If any changes occur in the subgrantee's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted to Criminal Justice Coordinating Council. The subgrantee further understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior
written approval of the Office of Justice Programs.

Initials: 

17. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance governing the use of federal funds for expenses related to conferences, meetings, training, and events, including the provision of food and/or beverages at such events and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.

Initials: 

18. The subgrantee agrees to comply with all the requirements of 28 CFR Part 22, the Department of Justice's Regulations on the Confidentiality of Identifiable Research and Statistical Information. The subgrantee agrees that any information identifiable to a private person that is collected as part of this grant will be used for research and statistical purposes only and acknowledges that 42 U.S.C. Section 3789(g) provides that these data are immune from legal process. The subgrantee agrees to follow all the requirements for subject notification (28 CFR Section 22.27), information transfer agreements (28 CFR Sections 22.24 and 22.26), and final disposition of data (28 CFR Section 22.35).

Initials: 

19. The subgrantee agrees that consultant/contractor fees in excess of $450.00 per eight-hour day ($56.25 per hour) must have prior approval from the Office of Justice Programs and the Criminal Justice Coordinating Council.

Initials: 

20. The subgrantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.usdoj.gov/trainingguidingprinciples.htm.

Initials: 

21. The recipient agrees that information on race, sex, national origin, age, and disability of recipients of assistance will be collected and maintained, where such information is voluntarily furnished by those receiving assistance.

Initials: 

22. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for any or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the Criminal Justice Coordinating Council grant specialist or auditor for this subaward, and if so requested by Criminal Justice Coordinating Council will seek a budget-modification or change-of-project-scope Subgrant Adjustment Request (SAR) to eliminate any inappropriate duplication of funding.

Initials: 

23. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Initials: 

24. The subgrantee certifies that federal funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. Federal funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence
SUBGRANT NUMBER: C13-S-848  
SPECIAL CONDITIONS  

of supplanting, the subgrantee will be required to document that the reduction in nonfederal resources occurred for reasons other than the receipt or anticipated receipt of federal funds.

Initials  

25. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subgrantees. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4006  
Washington, DC 20530  

E-mail: oig.hotline@usdoj.gov  

Hotlines: (contact information in English and Spanish): (800) 669-4499  
or hotline fax: (202) 616-9881  

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

Initials  

26. The subgrantee understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

The subgrantee agrees to comply with the NEPA and other related federal environmental impact analysis requirements if the subgrantee engages in one or more of the following activities and the activity needs to be undertaken in order to use grant funds, whether or not the activities specifically are funded with federal funds: new construction; minor renovation or remodeling of a property either a) listed on or eligible for listing on the National Register of Historic Places or b) located within a 100-year flood plain; a renovation, lease, or any other proposed use of a building or facility that either will a) result in a change in its basic prior use or b) significantly change its size; and, implementation of a new program involving the use of chemicals other than those a) purchased as an incidental component of a funded activity and b) traditionally used, for example, in office, household, recreational, or educational environments.

Initials  

27. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Initials  

28. Subgrantee agencies agree to comply with the core services applicable to their agency type as outlined in the Request for Applications and the application submitted for 2013 Competitive Awards. Subgrantee agencies are responsible for ensuring that their agency meets the minimum requirements and maintains all documentation applicable to its requirements.

Initials  

29. The subgrantee agrees to comply with the Criminal Justice Coordinating Council Subgrantee Programmatic and
SPECIAL CONDITIONS

Fiscal Compliance Policy available at http://futa.gov/FiscalPolicy. All subgrantees must have written policies and procedures which govern the fiscal management of grant funds.

Initials [Signature]

30. All nonprofit organizations shall comply fully with the requirements set forth in the Official Code of Georgia Annotated, Chapter 50-20, and submit, prior to the drawdown of any funds, completed financial statements (including balance sheet, income statement and statement of cash flows) and salary information for all personnel whether grant funded or not.

Initials [Signature]

31. Subgrantees who provide emergency shelter agree that, if their agency cannot house a victim, they will identify available resources and assist the victim in developing and implementing a feasible plan to access other emergency shelter.

Initials [Signature]

32. The subgrantee must maintain its certification to receive Local Victim Assistance Add-On Funds (6% Funds). In addition, the subgrantee must submit an annual report to the Criminal Justice Coordinating Council regarding the receipt and expenditure of these funds by January 30 each year per O.C.G.A. § 15-21-132.

Initials [Signature]

33. Subgrantee agencies agree to comply with the core services training and continuing education requirements applicable to their agency type as outlined in the Request for Applications and the application submitted for 2013 Competitive Awards. Subgrantee agencies are responsible for ensuring that their agency's staff meets the minimum training requirements and continuing education and maintains all applicable documentation.

Initials [Signature]

34. The subgrantee agrees that all fully or partially grant-funded staff and his/her supervisor must attend a victim's compensation training hosted through the Criminal Justice Coordinating Council during the grant year. Training hours may be used to satisfy part of the training requirements specified by the subgrantee agency's core service requirements.

Initials [Signature]

35. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by an accurate detailed project budget in the format requested by Criminal Justice Coordinating Council that itemizes all project costs. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

The subgrantee must submit subsequent requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 60 days prior to the end of the subgrant period.

Initials [Signature]

36. All project costs not exclusively related to this approved project must be prorated, and only the costs of project-related activities will be reimbursable under the subgrant award.

Initials [Signature]

37. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the subgrantee at the time of award. Subgrant Expenditure Reports are due 15 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).
38. Printing materials - The subgrantee agrees to submit all materials to be printed with grant funds to the Criminal Justice Coordinating Council for approval no later than 30 days prior to sending them to the printer. Criminal Justice Coordinating Council reserves the right to disallow reimbursement for all or part of any proposed publication.

39. Under the Government Performance and Results Act (GPRA) and VAWA 2000, grantees are required to collect and maintain data that measure the effectiveness of their grant-funded activities. Accordingly, the subgrantee agrees to submit an annual electronic progress report on program activities and program effectiveness measures.

Information that grantees must collect under GPRA and VAWA 2000 includes, but is not limited to: 1) number of victims receiving requested services; 2) number of persons seeking services who could not be served; 3) number and percentage of arrests relative to the number of police responses to domestic violence incidents; 4) number of sexual assault nurse examiners trained; and 5) number of victim advocates supported by grant funding.

(1) Statistical data describing project performance from programs providing direct victim services must be submitted to the Criminal Justice Coordinating Council using the Victim Services Statistical Report (VSSR) provided to the subgrantee. VSSRs describing program outputs (total services delivered, total clients served, etc.) are due quarterly on January 30, April 30, July 30, and October 30. The fourth quarter report, due to Criminal Justice Coordinating Council October 30, requires subgrantees to complete the narrative section included with that quarter's statistical report.

(2) Performance Reports describing program outcomes (OPM) that reflect changes in clients as a result of services delivered must be based on surveys administered to individual clients. Each program should include the appropriate performance measures for their respective type of program on their client surveys. Programs are required to follow the Criminal Justice Coordinating Council Data Collection Guidelines and report on the online reporting system. Subgrantees are encouraged, but not required, to use the Excel-based spreadsheets to enter and tally their individual client outcome data. Totals reported for outputs may not match totals reported for outcomes since outcomes are collected from clients only at the substantial completion of services. The performance reports are due semiannually on May 30th and November 30th.

40. If any changes occur in the subgrantee's eligibility status regarding debarment, a revised Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form must be submitted to the Criminal Justice Coordinating Council.

41. All VOCA subgrantees must provide a 20% match contribution of cash or in-kind dollars.

42. The subgrantee agrees to satisfy at least 25% of the required match (20%) through the in-kind donation of volunteer hours. The standard rate for the provision of direct services by a volunteer is $12.00 per hour. Higher rates must be pre-approved by Criminal Justice Coordinating Council. Any deviation from this requirement must be submitted in writing to the Criminal Justice Coordinating Council utilizing the volunteer requirement waiver request form.

The subgrantee agrees to utilize project volunteers that provide direct services as defined under the Victims of Crime Act. In order to comply with this requirement, the subgrantee shall furnish a written job description indicating what types of direct services the volunteer will provide. With each SER the subgrantee shall provide a listing of all project volunteers that provide direct services using the Monthly Volunteer Time Record available at http://gcc.georgia.gov/outcome-performance-tools-1 and a copy of the contract between each volunteer and the subgrantee identifying responsibilities for both parties, available at http://1.usa.gov/11DeefH. The subgrantee shall submit an explanation of Other volunteer services not listed on the Monthly Volunteer Time Record with each
SUBGRANT NUMBER: C13-8-048

SPECIAL CONDITIONS

SER as applicable. Volunteer time spent on administrative activities not related to the grant program, such as board member meetings, are unallowable.

Initials

43. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, Criminal Justice Coordinating Council will be informed of the available equipment and determine its future use to assure it is utilized in the furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials

44. Pursuant to O.C.G.A. §33-60-6, as amended, all private employer subgrantees with greater than 500 employees shall register with the federal work authorization system, E-Verify, and provide Criminal Justice Coordinating Council with its eligibility verification system user number by January 1, 2014. Private employer subgrantees with greater than 100 but fewer than 500 employees shall also register with the federal work authorization system and submit to Criminal Justice Coordinating Council its eligibility verification system user number by July 1, 2014. Private employer subgrantees with more than 100 employees but fewer than 100 employees shall register with the federal work authorization system and submit to Criminal Justice Coordinating Council its eligibility verification system user number by July 1, 2014.

Initials

45. The subgrantee agrees to abide by the provisions of the "Crime Victims' Bill of Rights" as stipulated under Georgia law (O.C.G.A. Chapter 17).

Initials

46. The subgrantee agrees to notify all victims of the Georgia Crime Victims Compensation Program, to advise victims of their eligibility for benefits, assist them with application forms and procedures, obtaining necessary documentation, and/or checking on their claim status, and following up with the Board of Appeals as applicable.

Initials

47. The subgrantee agrees to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. § 43-10A-1, et seq.). In addition the subgrantee agrees to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-39-1, et seq).

Initials

48. The subgrantee authorizes the Office of Victims of Crime, the Office of the Chief Financial Officer (OCFO), the Criminal Justice Coordinating Council and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

Initials

49. Subgrantee agencies are subject to compliance monitoring activities by Criminal Justice Coordinating Council staff. Compliance monitoring includes activities include site visits or desk reviews of all documentation related to the subaward. Subgrantee agencies will be selected randomly for a site visit or desk review at least every two years. The subgrantee agency agrees to comply with all compliance monitoring activities for the current subaward.

Initials

50. Repeatedly late submission of any reports will result in a recommendation to the Criminal Justice Coordinating Council for a reduction to your award. These reports include, but are not limited to, Subgrant Expenditure.
51. The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities, initiated and/or conducted by the Criminal Justice Coordinating Council during and subsequent to the award period.

Initials [Signature]

52. The subgrantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the Criminal Justice Coordinating Council determines that the recipient is a high-risk subgrantee per 28 C.F.R. parts 68, 70.

Initials [Signature]

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

[Signature] Mayor, Robert A.B. Reichert

Authorized Official Signature Mayor, Robert A.B. Reichert

Print Authorized Official Name Mayor, Robert A.B. Reichert

Title
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE AND APPROVE THE SELECTION OF STATE COURT PROBATION AS THE PROVIDER OF PROBATION SERVICES FOR THE MACON-BIBB COUNTY MAGISTRATE COURT; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Magistrate Court currently contracts with Providence Community Corrections, to provide services regarding the supervision, counseling, collection of fees and maintenance of records for individuals who are placed on probation by the Magistrate Court; and

WHEREAS, State Court Probation currently provides probation services on behalf of the Bibb County State Court, and will be handling probation services on behalf of the Macon-Bibb County Municipal Court; and

WHEREAS, State Court Probation has indicated it has the resources available to provide probation services for the Macon-Bibb County Magistrate Court; and

WHEREAS, the current contract with Providence Community Corrections expires October 1, 2014; and

WHEREAS, State Court Probation will provide probation services under this agreement until the approximately 300 cases which currently exist in Magistrate Court are resolved; at that time the agreement will be dissolved as it will no longer be necessary; 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 Macon-Bibb County Commission does hereby authorize and approve the selection of State Court Probation as the provider of probation services for the Macon-Bibb County Magistrate Court effective October 1, 2014, and authorizes the Mayor to execute and agreement with State Court Probation upon granting its approval.

SO RESOLVED this ___ day of __________, 2014.

________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:

________________________
SHEILA THURMOND, CLERK OF COMMISSION
NEW BUSINESS
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION
AUTHORIZE THE MAYOR TO EXECUTE A LETTER OF AGREEMENT
BETWEEN MACON-BIBB COUNTY AND THE DEPARTMENT OF
HOMELAND SECURITY FOR THE FEDERAL EMERGENCY MANAGEMENT
AGENCY TO CONDUCT AN INTEGRATED EMERGENCY MANAGEMENT
COURSE ON JULY 20-23, 2015, IN THE SAME OR SIMILAR FORM AS
ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

WHEREAS, the Federal Emergency Management Agency (FEMA) is a
component of the United States Department of Homeland Security (DHS); and

WHEREAS, the Emergency Management Institute (EMI) is a division of FEMA
and its mission is to support DHS and FEMAs goals by improving the competencies of
the U.S. officials in Emergency Management at all levels of government to prepare for,
protect against, respond to, recover from, and mitigate the potential effects of all types of
disasters and emergencies on the American people; and

WHEREAS, EMI has committed to conducting an Integrated Emergency
Management Course for Macon-Bibb County at the National Emergency Training Center
(NETC) in Emmitsburg, Maryland, from July 20-23, 2015; and

WHEREAS, without the participation of the aforesaid officials, FEMA will not
conduct an IEMC program for Macon-Bibb County; and

WHEREAS, IEMC training staff will visit Macon-Bibb County prior to the
course start date to perform a Pre-Course Analysis (PCA) and discuss course details and
requirements, meet with participating agencies, gather specific information, develop a
realistic exercise scenario for the IEMC and conduct a course orientation for participants;
and

WHEREAS, exercises conducted during the course often reveal areas where
plans and procedures need to be modified or additional staff training is required and
subsequently, FEMA requires a commitment to continue to work after the course to
improve emergency management capabilities and correct any deficiencies noted during
the exercise;

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 letter of agreement between Macon-Bibb County and the
Department of Homeland Security for the Federal Emergency Management Agency to
conduct an Integrated Emergency Management Course on July 20-23, 2015, in
Emmitsburg, Maryland in substantially the same form as attached hereto as Exhibit "A."

BE IT FURTHER RESOLVED by the Macon-Bibb County Commission, and it
is hereby so resolved by the authority of the same that within six months after the training
course, Macon-Bibb County will provide the EMI Course Manager with a written report of any actions taken or planned as a result of participating in the IEMC.

SO RESOLVED this _____ day of ____________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

SHEILA THURMOND, CLERK OF COMMISSION

[SEAL]
LETTER OF AGREEMENT
BETWEEN
CITY OF MACON/BIBB COUNTY, GEORGIA
AND
DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
FOR CONDUCT OF AN
INTEGRATED EMERGENCY MANAGEMENT COURSE

By acceptance of the Federal Emergency Management Agency (FEMA)/Emergency Management Institute's (EMI) offer to conduct an Integrated Emergency Management Course (IEMC) for City of Macon/Bibb County, Georgia, July 20-23, 2015, we mutually agree to the following conditions:

1. City of Macon/Bibb County will:

   a. Ensure that key elected and appointed officials attend the entire course, and participants represent positions consistent with those contained on the Recommended Participant List provided by FEMA/EMI.

   b. In addition to personnel listed on the Recommended Participant List, at a minimum, provide one qualified individual from each of the following disciplines to assist by working in the exercise control group: fire, Emergency Medical Services (EMS), law enforcement, and public works. Other individuals may be needed for specialized assistance to include emergency management, public health, hospital/medical, community/human services (mass care/shelter), and public administration.

   c. Provide FEMA/EMI with copies of plans [(e.g., emergency operations, Continuity of Operations (COOP), Continuity of Government (COG)], standard operating procedures, maps, etc., needed for exercise scenario development.

   d. Provide a Point of Contact (POC) who has principal responsibility for emergency management in the jurisdiction, to meet with EMI staff during a Pre-Course Analysis (PCA) site visit to:

      • address course logistics and requirements;
      • determine and select the type of hazard(s) and Core Capabilities to be addressed during the course and associated exercises;
      • establish course objectives;
      • assist in assembling an exercise design team meeting (initial planning conference) for the course exercise activities;
      • establish, in conjunction with the EMI POC, a mutually agreed upon strategy/timeline for periodic communication and coordination updates/status to be used prior to course start date.

   e. Provide POC (who may be the same person as in § 1.d) to coordinate student logistics, including: collecting and forwarding applications; organizing transportation; arranging meal payments; etc.
Letter of Agreement
July 18, 2014
Page 2

f. For each participant, obtain a FEMA Student Identification (SID) number by registering at https://cdo.dhs.gov/femasid; complete and submit the General Admissions Application (FEMA Form 119-25-1), to the address listed below. A minimum of 55 students and a maximum of 75 students will attend this course. The applications will be submitted no later than six weeks prior to the course start date. Mail applications to:

National Emergency Training Center (NETC)
Attn: Admissions Office
16825 South Seton Avenue
Emmitsburg, MD 21727

g. Acknowledge that student stipends will be reimbursed to the individual participants from the jurisdiction in accordance with National Emergency Training Center (NETC) Instruction 7900.1 (enclosed). NOTE: Individuals representing Federal departments and agencies other than Department of Homeland Security (DHS), private industry, or foreign governments are charged for lodging at the prevailing rates, which is currently $40/night.

h. Pay for participants meals (this is a non-reimbursable cost).

i. Within six months after the training, provide the EMI Course Manager with a written report of any actions taken or planned as a result of participating in the IEMC.

2. FEMA/EMI will:

a. Conduct a PCA, usually by site visit, with community officials in order to accomplish administrative requirements and develop jurisdiction-specific exercises.

b. In conjunction with the jurisdiction, establish a mutually agreed upon strategy/timeline for periodic communication and coordination updates/status to be used prior to course start date.

c. Develop and conduct a community-specific IEMC and conduct the course at the NETC, Emmitsburg, Maryland.

d. Provide instructors, controllers, and student course materials for the IEMC.

e. Provide student housing, at no cost to the student or jurisdiction.

f. Reimburse student travel expenses consistent with existing FEMA policy for a maximum of 75 students.

g. Provide course certificates to participants who successfully complete the program.
Letter of Agreement
July 18, 2014
Page 3

Return this completed LOA to:

FEMA/EMI
IEM Branch, Room F-115
16825 South Seton Avenue
Emmitsburg, MD 21727

NOTE:
In the event that any of the conditions cannot be met, it is understood that FEMA has the right to cancel the course and will not be responsible for any expenses incurred in preparation for the training activity.

For Jurisdiction: ________________________________
RICHARD A.B. REICHERT
Mayor
Macon, Georgia

Date

For FEMA/EMI: ________________________________
VILMA SCHIFANO MILMOE
Acting Superintendent
Emergency Management Institute

Date
Richard A.B. Reichert, Mayor
Office of Mayor
700 Poplar St.
Macon, GA 31201

Subject: Commitment Letter

Dear Mr. Reichert:

I am pleased to confirm the commitment of the Federal Emergency Management Agency (FEMA), Emergency Management Institute (EMI), to conduct an Integrated Emergency Management Course (IEMC) for the City of Macon/Bibb County, Georgia, at the National Emergency Training Center (NETC) in Emmitsburg, Maryland, from July 20-23, 2015. Our commitment is contingent upon receiving a signed copy of the enclosed Letter of Agreement (LOA). Please sign and return this LOA by April 20, 2015.

Experience has shown that this course is most successful when chief elected and/or appointed officials and department heads participate to learn how to improve their community's emergency management system. Without the participation of these officials, FEMA will not conduct an IEMC program for your jurisdiction.

After receipt of your signed LOA, IEMC training staff will visit your community approximately two to three months prior to the course start date to perform a Pre-Course Analysis (PCA) and discuss course details and requirements. They will meet with participating agencies to gather specific information to develop a realistic exercise scenario for your IEMC and will conduct a course orientation for participants.

Enclosed is: a list of information we need to develop the course (Attachment A); a list of recommended participants which we will work together on to reflect your jurisdictional organization and departments (Attachment B); a list of core capabilities by mission area (Attachment C); and information for participants, and NETC Instruction 7900.1 explaining the stipend system (Attachment D).
Richard A.B. Reichert, Mayor
Page 2

Individuals applying for EMI classes are required to register using CDP’s Training Administration Systems (CTAS) and obtain a Student Identification (SID) number. This number will be used in place of the Social Security Number (SSN) on your application form, General Admissions Application (FEMA Form 119-25-1). The SSN number is no longer required. To register and obtain the SID number, go to https://cdp.dhs.gov/femaisid. When you enter and use the system you will be able to print off and retain a student identification card.

In addition to providing an opportunity for team building among represented departments and agencies, the exercises conducted during the course often reveal areas where plans and procedures need to be modified or additional staff training is required. Since course development and delivery involves a substantial resource commitment by both FEMA and your jurisdiction, we also require that participants make a commitment to continue to work together after the course to improve their emergency management capabilities and correct any deficiencies noted during the exercise. We appreciate your support in ensuring that the appropriate follow-up activities occur, including submission of a brief report to us (see LOA §1.1).

We look forward to working with you and your staff in the development and delivery of this community-specific IEMC. If you have questions about your upcoming IEMC, please contact Ray Chevalier, Senior Training Specialist, Integrated Emergency Management Branch, EMI, at 301-447-1187 or email ray.chevalier@fema.dhs.gov.

Sincerely,

[Signature]

for Vilma Schifano Milmoe
Acting Superintendent
Emergency Management Institute

Enclosures

cc:
Andrew Velasquez III, Regional Administrator, FEMA Region IV
Gayle Alston, Regional Training Manager, FEMA Region IV
Grant K. Moore, State Training Officer, George Emergency Management Agency
ATTACHMENT A

INTEGRATED EMERGENCY MANAGEMENT COURSE (IEMC)
COURSE DEVELOPMENT INFORMATION

The following types of information will be needed by the Emergency Management Institute IEMC staff assigned to develop the exercises for your community-specific IEMC. The sooner you can collect this information the better!

1. WEBSITE INFORMATION
   ➢ List of websites that are applicable to locating information about your community

2. MAPS
   ➢ City, county, regional and state
   ➢ Topographical and land use
   ➢ Water
   ➢ Sewer
   ➢ Gas
   ➢ Electric
   ➢ Geographic Information System mapping of key infrastructure and facilities

3. PLANS AND PROCEDURES
   ➢ Emergency Operations Plan
   ➢ Emergency Operations Center
   ➢ Standard Operating Procedures for disaster and/or emergency management operations
   ➢ Mutual Aid Agreements
   ➢ Applicable components of coordinating organizations’ (e.g., state) plan and procedures

4. RESOURCE LISTS (for all participating agencies)
   ➢ National Incident Management System (inventory, ordering, tracking system)
   ➢ Vehicle/equipment resources, including identification numbers and location
   ➢ Typical staffing for all shifts (numbers and position titles)
   ➢ Mutual aid resources available, to include identification numbers
   ➢ Key logistical support locations
   ➢ Private resource inventories

5. HAZARDS/RISKS
   ➢ Summary listing of potential hazards facing the community, to include threats relevant to specific sites and key facilities
   ➢ Hazard vulnerability analyses

6. SPECIAL EVENTS
   ➢ List of scheduled/anticipated special events for the timeframe of the course, including sporting events, concerts, festivals, conferences, etc.

Version 7/17/2014
ATTACHMENT B

WHO SHOULD ATTEND AN
INTEGRATED EMERGENCY MANAGEMENT COURSE (IEMC)

http://training.fema.gov/EMITWeb/IEMC/Jemepos.asp

Mayor/County Executive
City/County Manager
City/County Attorney
City/County Council Members
Public Information Officer
School Superintendent
Jurisdiction Elected/Appointed Official
Jurisdiction Department Head
Police Chief/Sheriff
Asst. Chief/Deputy Sheriff
Police/Sheriff Operations Officer
State Police Emergency Operations
    Center (EOC) Representative
State Police Operations
    Watch Commander
Corrections Officer
Police/Sheriff Dispatcher
Fire Chief
    Assistant Fire Chief
Battalion Chief
Fire Operations Officer
HazMat Specialist
Fire Marshal
Fire Dispatcher
Public Health Director/Officer
Environmental Health
Assistant Public Health Officer
Hospital Administrator
Epidemiologist
Infection Control
Public Health Laboratory
Medical Examiner/Coroner
Emergency Medical Services (EMS)/
    Medical Services Chief
EMS Operations
EMS Dispatcher
Mental Health Services Specialist
Public Works Director
Assistant Public Works Director
Water Superintendent
Street Superintendent
Sewer Superintendent
Building and Safety Official
Electric Company Representative
Gas Company Representative
Water Dept. Representative
Telephone Company Representative
Public Works Dispatcher
Dept. of Transportation/Highways
Public/Mass Transportation
Airport Manager
City/County Planning Official
Finance Department
Parks and Recreation
Social Service Agency Case Officer
School Safety Officer
School Resource Officer
Housing Department Official
Private Industry
Local Emergency Planning Committee Member
National Guard Member
Information Center Specialist
Citizen Corps Member/Community
    Emergency Response Team
Volunteer Organization Active in Disaster
    personnel (e.g., Red Cross, Salvation Army,
    faith-based orgs.)
State/City/County Emergency Manager
Assistant Emergency Manager
State Emergency Management
EOC Operations Staff
Geographic Information System Technical
    Specialist
### ATTACHMENT C
Core Capabilities by Mission Area*

<table>
<thead>
<tr>
<th>PREVENTION</th>
<th>PROTECTION</th>
<th>MITIGATION</th>
<th>RESPONSE</th>
<th>RECOVERY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Information and Warning</td>
<td>Operational Coordination</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forensics and Attribution</td>
<td>Access Control and Identity Verification</td>
<td>Community Resilience</td>
<td>Critical Transportation</td>
<td>Economic Recovery</td>
</tr>
<tr>
<td>Intelligence and Information Sharing</td>
<td>Cybersecurity</td>
<td>Long Term Vulnerability Reduction</td>
<td>Environmental Response/Health and Safety</td>
<td>Health and Social Services</td>
</tr>
<tr>
<td>Interdiction and Disruption</td>
<td>Intelligence and Information Sharing</td>
<td>Risk and Disaster Resilience Assessment</td>
<td>Fatality Management Services</td>
<td>Housing</td>
</tr>
<tr>
<td>Screening, Search, and Detection</td>
<td>Interdiction and Disruption</td>
<td>Threats and Hazard Identification</td>
<td>Infrastructure Systems</td>
<td>Infrastructure Systems</td>
</tr>
<tr>
<td></td>
<td>Physical Protective Measure</td>
<td></td>
<td>Mass Care Services</td>
<td>Natural and Cultural Resources</td>
</tr>
<tr>
<td></td>
<td>Risk Communication for Protection Programs and Activities</td>
<td></td>
<td>Mass Search and Rescue Operations</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Screening, Search, and Detection</td>
<td></td>
<td>On-Scene Security and Protection</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supply Chain Integrity and Security</td>
<td></td>
<td>Operational Communications</td>
<td></td>
</tr>
</tbody>
</table>

*Planning, Public Information and Warning, and Operational Coordination are core capabilities common to all mission areas
ATTACHMENT D

INTEGRATED EMERGENCY MANAGEMENT COURSE (IEMC)
PARTICIPANT INFORMATION

Congratulations on being selected to participate in a community-specific Integrated Emergency Management Course (IEMC) scheduled for July 20-23, 2015. Since 1982, the Emergency Management Institute’s Integrated Emergency Management Branch has conducted city, county, regional, and state IEMCs. Please take a moment to read through the information below to help you prepare for your IEMC.

CAMPUS AND FACILITY
IEMCs are typically conducted at the National Emergency Training Center (NETC) in Emmitsburg, Maryland. The following information may help with planning for your attendance and travel to the Federal Emergency Management Agency’s (FEMA’s) NETC.

APPLICATIONS
Applications to attend this IEMC must be completed and submitted to the NETC Admissions Office 42 days (6 weeks) before the class start date. For each participant, obtain a FEMA Student Identification (SID) number by registering at https://icpn.dhs.gov/femasid. The General Admissions Application (FEMA Form 119-25-1) can be printed from the website: http://training.fema.gov/Apply/. Your IEMC Course Manager will send the application form to your jurisdiction’s point of contact prior to the Pre-Course Analysis (PCA) visit.

TRAVEL
Do not make any travel arrangements until you have received your official acceptance confirmation email from the NETC Admissions Office. Your acceptance email will include the travel information for making your travel plans. If you do not use the airports listed in the email, transportation to the NETC campus is at your own expense. When making your travel plans, please ask for “group rates” with the cheapest fares on non-refundable tickets available. Please make sure the arrival time at the airport is one hour before the NETC shuttle bus departure times. Arrangements can be made to fly into the Washington area on the Saturday before your course begins as long as there is a substantial savings in airfare costs to the government. If you do choose to travel on Saturday as opposed to Sunday, you must request approval from the NETC Admissions Specialist in writing prior to purchasing your airline ticket. Your Course Manager will discuss travel options with your jurisdiction’s point of contact prior to the PCA visit.

If your Travel Agent has any problems, please have them call the NETC Admissions Office at 301-447-1035 for assistance. Your jurisdiction’s designated Travel Coordinator must provide a list of the arrival airlines and arrival times at the Washington area airport(s) (i.e., Baltimore Washington International (BWI), Reagan National Airport (DCA), Dulles International Airport (IAD)) to the NETC Admissions Office or to your Course Manager.

REGISTRATION
Upon arrival at NETC, the Registration staff will give you a room key and other information about the NETC facility.
Special Needs

LODGING: If you have any special allergies or medical disabilities that require special housing accommodation(s) while you are staying on the NETC campus, please advise the point of contact listed below. Your accommodation(s) must be specified in writing by your physician or medical attendant on their official stationery. The request, along with your physician’s documentation, must be sent prior to arrival on campus to:

National Emergency Training Center
Attn: Admissions, Room 1-216
16825 South Seton Avenue
Emmitsburg, MD 21727
FAX: 301-447-1658

No special accommodations can be made without prior approval. Please do not contact the Housing Office directly to request special accommodations. While every attempt to accommodate your request for special housing will be made, specific dormitory rooms cannot be guaranteed.

MEALS: If you have special dietary needs, contact the cafeteria (Food Service) at 301-447-1551 prior to arrival on campus.

SECURITY: The NETC Security Office is responsible for providing emergency medical services at NETC. If you have special needs in the event of an emergency, please consider notifying Security at 301-447-1111 upon arrival to the campus.

REIMBURSEMENT FOR COSTS AND STUDENT STIPENDS
There are no tuition fees for students who attend the IEMC program. All instruction, books, and housing are provided at no cost. If you are eligible for stipend reimbursement, reimbursement for transportation costs is made by FEMA directly to students via direct deposit. The direct deposit must be deposited in an account bearing the student’s name. You must provide a blank-voided check at registration. Participants are responsible for the cost of meals (approximately $110/week) while attending training.

Upon arrival at NETC, Registration staff will give students a Student Stipend Reimbursement form. A copy of each airline ticket bearing the student’s name must be attached and submitted with the completed stipend form. Tickets must be a 21-day advance purchase, economy coach, non-refundable ticket in order to get reimbursed the cost of the ticket, or you may be limited to the state ceiling amount for reimbursement.

DRESS CODE
Weather at our training facility may be different than the temperatures at your home area, so be prepared to deal with changing weather conditions. If we are having colder weather, you may wish to bring a coat. Umbrellas are important, as we do have rain, and we do not have umbrellas to share. Casual dress and low-heeled shoes are appropriate; however, shorts, cutoffs, tank tops, and sweats are not permitted in the classrooms. Uniformed department members are encouraged to bring a uniform to wear during the conduct of the major exercises.
Administration of the Student Stipend Program

1. **Purpose:** This instruction has been designed to assist employees of the U.S. Fire Administration (USFA) with their responsibilities as delegated by the Emergency Management Institute (EMI) or National Fire Academy (NFA) Superintendent with regard to the administration of the student stipend program.

2. **Applicability and Scope:** This instruction is applicable to all USFA personnel who have responsibility associated with the receipt, approval, or processing of student stipend agreements or the administration of the student stipend program.

3. **Supersession:** NETC Instruction 7900.1, Administration of the Student Stipend Program, dated October 16, 2000.

4. **Authorities:**
   c. Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93–288, as amended, Title 42 U.S.C., Sections 5196 (l).

5. **References:**
   a. FEMA Travel Instructions.
   b. NETC Instruction 6000.5, Policy and Procedures for Admissions.

6. **Policies:** The following policies will apply to the administration of the Student Stipend Program. Any exceptions to these policies must be made in writing prior to the course start date.
   a. Student stipends will only be paid for eligible students attending the following courses:
      (1) Courses identified in the on-campus schedules of NFA and EMI.
      (2) EMI and NFA courses scheduled at the Mount Weather Emergency Operations Center (MWEOC).
(3) EMI and NFA courses scheduled at the Noble Training Center (NTC).

(4) Courses listed in the Regional Delivery schedule of NFA.

(5) Select EMI off-campus courses.

(6) Official training activities authorized by the Superintendent of the appropriate institution.

b. Each student who is eligible to participate in the Student Stipend Program and who wishes to file a claim for reimbursement must complete a FEMA Form 75-3 with direct deposit information listed/attached. If the student’s financial institution cannot accommodate direct deposit, the student must submit a letter from the financial institution stating that fact.

c. Students in NFA and EMI courses conducted at NETC receive direct reimbursement for airline, train or bus ticket costs; and no-cost ground transportation to and from the Washington Metropolitan area airports, train stations or bus depots (or in some instances, Harrisburg Airport). Lodging is provided at no cost.

(1) Reimbursement will consist of the cost of a 21-day pre-purchase, non-refundable ticket for round-trip transportation by common carrier (economy coach or lesser accommodations) or current Federal mileage allowance for privately owned vehicle, not to exceed (NTE) the State ceiling as shown in the student’s acceptance package, whichever is less.

(2) If students travel on an electronic ticket they must submit the itinerary invoice with the actual amount shown ($0 balance) at registration. Consecutive or back-to-back courses (NETC, MWEOC or combination) will be treated as one course for this purpose. Students who submit a web-ticket must submit documentation of credit card payment.

(3) To avoid the perception of misuse of government funds, first-class, business class, and refundable airline tickets will not be reimbursed over the state ceiling unless approved in writing prior to the course start date.

(4) EMI students who are admitted to class from the wait list and do not have sufficient time to obtain a 21-day pre-purchase, non-refundable ticket will be excluded from this policy.

(5) NFA students who are admitted to class from the wait list and do not have sufficient time to obtain a 21-day pre-purchase, non-refundable ticket are limited to the state ceiling.

(6) If individuals car-pool in a privately owned or agency vehicle, only one driver is eligible to be reimbursed under the Student Stipend Program.

(7) Mileage for use of a State, county, special district or municipal vehicle is reimbursable only upon written request from the owning agency that such reimbursement is desired, and must be submitted with the FEMA Form 75-3 at registration. Reimbursement will be made only to the driver of record.
d. Students in NFA Regional Delivery courses receive reimbursement up to $100 for 1-week courses and up to $200 for 2-week courses.

e. Eligible students in EMI Regional Delivery courses receive reimbursement for travel and lodging. The EMI Superintendent or designee shall notify the Admissions Office of the reimbursement limitations set for each course.

f. Participants of EMI and NFA courses conducted at MWEOC receive direct reimbursement for airline, train or bus ticket costs; and no-cost ground transportation to and from Dulles Airport. If students arranged for MWEOC-provided ground transportation and their travel is delayed causing them to miss that transportation, they can call a local taxi company and be reimbursed up to $90. Original receipts must be submitted with the Student Stipend Agreement (FEMA Form 75-3) at time of stipend registration.

g. For classes 5 days or less in length, students have the option of traveling over a Saturday (1 day prior or 2 days following a class) to reduce airfare costs. Students may arrive on campus early, but they may not stay on campus following their courses. In order to take advantage of this option, the student must save a minimum of $250 off the cost of a round-trip 21-day pre-purchase, non-refundable, economy coach class airline ticket.

(1) Students are required to submit documentation showing actual savings.

(2) Lodging, transportation, and/or meal costs (not to exceed $90 if saving $250 or not to exceed $180 if saving $500) will be added to the student's stipend, provided original receipts are submitted.

(3) If the cost of POV mileage reimbursement (NTE the State ceiling) is $250 less than the documented airfare, lodging costs while enroute (up to $90 per student occupant) may be added to the student's stipend, provided original receipts are submitted.

h. If students are already on campus (NETC or MWEOC) attending an EMI or NFA course and are accepted into another course the next week, they may not be able to change their airline ticket without a penalty or to coincide with the no-cost transportation back to the airport at the end of the second class. In these instances, the student will either be reimbursed the cost of the change fee or up to $90 for lodging costs/transportation expenses.

i. For students traveling from Guam, Samoa, and Northern Marianas Islands (and in some cases, Alaska or Hawaii), lodging reimbursement while enroute, up to $90 each way, will be reimbursed, provided original receipts are submitted.

j. NETC students are responsible for the cost of ground transportation from their residences to their local airports and return, and participation in the NETC meal program. If students stay on campus, they are required to purchase meal tickets, which includes morning and afternoon breaks; students staying off campus are required to purchase break tickets only. Failure to purchase the appropriate ticket may result in removal from campus lodging, expulsion from the course, and denial of the student stipend. Also included in the student's share of the stipend program is the salary and benefit cost to the sponsoring organization of the student or any
replacement personnel necessitated by the student's absence from duty during the term of participation in a course.

k. MWEOC students are responsible for the cost of ground transportation from their residences to their local airports and return, and participation in the MWEOC meal program. Failure to purchase a meal ticket may result in removal from campus lodging, expulsion from the course, and denial of the student stipend. Also included in the student's share of the stipend program is the salary and benefit cost to the sponsoring organization of the student or any replacement personnel necessitated by the student's absence from duty during the term of participation in a course.

l. NTC students are responsible for the cost of ground transportation from their residences to their local airports and return, and participation in the NTC meal program. Failure to purchase a meal ticket may result in removal from campus lodging, expulsion from the course, and denial of the student stipend. Also included in the student's share of the stipend program is the salary and benefit cost to the sponsoring organization of the student or any replacement personnel necessitated by the student's absence from duty during the term of participation in a course.

m. Student stipends may be paid to individuals representing State or local governmental entities, recognized volunteer organizations or active fire or emergency management organizations who are attending EMI or NFA training activities in an official capacity. Stipends will not be paid to students representing the Federal Government, foreign countries, private sector, students who are employed by contractors to State and local government entities, or students who have no organizational affiliation.

(1) Exceptions may be made for individuals from private industry attending courses for the benefit of the Government and contract instructor trainees (CITs) participating in courses.

(2) A foreign student is anyone who is NOT a U.S. citizen, even if the student possesses a Social Security Number. However, if the foreign student is representing a qualified U.S. organization at the time of application, the student is eligible for stipend reimbursement.

n. NFA students are limited to one stipend reimbursement per fiscal year for resident courses, except for participation in pilot programs, train-the-trainer, CIT programs, or instructor in-service offerings. Training Resources and Data Exchange (TRADE) members attending the biannual TRADE Conference are included in the exception. The Superintendent or designee may waive this policy, in writing to the Admissions Office, in order to accommodate special training needs.

o. EMI students are limited to three stipend reimbursements per fiscal year. This restriction does not apply to students who are employees of State, local and Tribal offices of emergency services, or those enrolled in the Master Trainer Program. The Superintendent or designee may waive these restrictions, in writing to the Admissions office, in order to accommodate special training needs.

p. If a student fails a course and reapplies to either EMI or NFA and is accepted, no stipend will be paid for that course. Once the student successfully completes a course, the student will be eligible to receive a stipend for future courses.
q. If NFA or EMI cancels a course, the student may be rescheduled into another course. If that occurs and a change fee results, the change fee will be paid when the student comes in for the next course. If the student cannot be rescheduled, the student may submit a claim for the airline ticket and it will be paid.

r. If a student cancels within 30 days or less of the start date of the course, or fails to attend a course for which he/she is scheduled, that student will be prohibited from attending classes at NETC for 2 years, except in cases of emergency cancellation. Any cost incurred from the cancellations/no show (e.g., airline ticket, change fees) will be the student’s responsibility.

7. Procedures. The following procedures will apply to the administration of the Student Stipend Program.

a. Eligible students must complete FEMA Form 75-3 (with copy of check for direct deposit information) and submit it at the time of registration, or the claim may be denied. Student Stipend Agreement (Amendment), FEMA Form 75-3a, must be used to claim additional reimbursement, and must be received within 60 days from start date of the class, or the claim will be denied.

b. For NFA Regional Delivery courses, eligible students must complete and submit FEMA Form 75-3 (with direct deposit information) to the course sponsor at the time of registration, or claim may be denied. Stipend reimbursement may be denied if FEMA Forms 75-3 and 75-3a, if appropriate, are not received by Admissions from the course sponsor within 60 days from start date of the class.

c. For other off-campus courses, stipend reimbursement may be denied if forms are not received within 30 days from start date of the class.

d. FEMA Forms 75-3 and 75-3a (with direct deposit information) will be promptly processed by Admissions staff. Students should receive payment into their checking/savings accounts (or by check if their financial institution cannot accommodate direct deposit, or if the student does not have an account that bears his name) within 6-8 weeks from the start date of their classes.

e. POVs must be registered for on-campus parking. The vehicle’s registration card must be presented at the time of course registration to validate vehicle ownership. POV mileage will be based on the odometer reading for one-way travel, and may be subject to validation. Day students at NETC or MWEOC will be reimbursed for one round-trip ONLY.

f. If taking advantage of a Saturday stay over for classes that are 5 days or less in length, the student may request, in writing, one of the following options:

(1) The student may call the Housing and Transportation Office (301) 447-1048/1113 or (540) 942-2266 at MWEOC at least two weeks prior to the start of the course to determine if lodging or transportation is available. If lodging is available, a room will be reserved at that time. Some classes start or end on Saturday, so transportation may be available at no cost. If not, the cost for taxi, limousine or rental car, up to a maximum of $90, may be reimbursed. (If students car-pool in a rental car, all students claiming a portion of the reimbursement must
have their names printed on the rental agreement.) Original receipts must be submitted at registration or filed with FEMA Form 75-3a within 60 days of the start date of the course, or reimbursement will be denied.

(2) If lodging is not available or the student wishes to stay in the Washington metro area, the student may use the regularly scheduled Sunday transportation to NETC or MWEOC. Students may not stay on campus following their courses. Lodging/meal costs (not to exceed $90 for one night if saving $250 and no more than $180 for two nights if saving over $500) are reimbursable. Students must make their own hotel reservations, and must submit original receipts at registration. Students choosing this option still need to call the transportation office at least 1 week prior to the start of the course to confirm a reservation on the bus. Students who fail to call for transportation may be required to furnish their own transportation at their own cost.

(3) Students may choose to stay over Friday and Saturday nights following a course by using the NETC or MWEOC Friday transportation and stay in the Washington metro area. Students may be reimbursed for lodging/transportation and/or meals (not to exceed $90 for one night if saving $250 and no more than $180 for two nights if saving over $500). Original receipts and FEMA Form 75-3a must be submitted.

(4) If the minimum savings of $250 is not realized, or any documentation or receipts are not valid, reimbursement for limousine, taxi, rental car, lodging, or meal costs may be denied.

(5) If students arrive on campus early or depart late, meals not included in their student meal tickets may be added to the meal ticket or paid for out of pocket.

g. If a class is cancelled, Admissions will notify the accepted student(s) by phone and follow up by fax, email or letter. If the class is not rescheduled, or the student cannot attend the rescheduled class and has already purchased an airline ticket, the student may be reimbursed for the ticket cost fee by submitting FEMA Form 75-3 with the original airline ticket to Admissions within 30 days of original start date of class.

h. If there is a Government furlough or shutdown, the following procedures will apply:

(1) If classes were in session and students are sent home, they may incur and be reimbursed for a penalty fee to change their airline departure times, or for an overnight stay over in the Washington or Atlanta metro area or other connecting cities to make flight connections. The student can claim reimbursement for the penalty fee and lodging costs (up to $90) by submitting FEMA Form 75-3a within 30 days of original start date of class. If the furlough or shutdown continues beyond 30 days from the original start date of the class, reimbursement will be processed as soon as possible after Government staff are back to work.

(2) If future classes are cancelled, and students already purchased airline tickets, they are eligible for a full reimbursement. If the class is rescheduled and the student can attend the rescheduled offering, the student may claim reimbursement for the penalty fee incurred for changing the ticket by submitting FEMA Form 75-3 within 30 days of notification of being rescheduled. If the class is not rescheduled, or the student cannot attend the rescheduled class offering, the student may claim reimbursement for the ticket by submitting FEMA Form 75-3.
10 B
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH THE GEORGIA DEPARTMENT OF CORRECTIONS FOR THE USE OF PRISON LABOR TO SUPPLEMENT THE PUBLIC WORKS DEPARTMENT’S WORK FORCE (8 OFFENDER WORK DETAILS FROM MCEVER PROBATION DETENTION CENTER AT $39,500 PER DETAIL FOR ONE YEAR, FOR A TOTAL OF $316,000.00 FOR FY 2015); AND FOR OTHER PURPOSES.

WHEREAS, the Public Works Department (Public Works) has the responsibility of maintaining the aesthetic value of public property; and

WHEREAS, Public Works has a shortage of employees available for the purpose of maintaining that aesthetic value; and

WHEREAS, the Georgia Department of Corrections desires to provide inmates the opportunity to work in various communities to supplement shortages in governmental employees; and

WHEREAS, it is in Macon-Bibb County’s best interest to enter into this contract with the Department of Corrections for the use of its inmate labor, as 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 Mayor is authorized to execute a contract with the Georgia Department of Corrections for eight (8) offender work details provided by Dooly State Prison to supplement Public Works’ work force at a cost of $316,000.00, said contract to be in substantially the same form as Exhibit “A” attached hereto.

SO RESOLVED this ______ day of __________, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST: 
SHEILA THURMOND, CLERK OF COMMISSION
WORK DETAIL AGREEMENT
Governmental Entity Provides Vehicle

THIS AGREEMENT is entered into this 1st day of July, 2014, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as “Department”), and Macon-Bibb County, a department, agency or political subdivision of the State of Georgia (“Governmental Entity”),

WITNESSETH:

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its McEver Probation Detention Center facility (hereafter “Offenders” and “Facility”); and

WHEREAS, Government Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from July 1, 2014 until 11:59 p.m. on June 30, 2015 (“Term”). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.

2. Scope of Services. Department agrees to provide Governmental Entity with eight (8) Offender work details. Each work detail provided will have a maximum of ten (10) Offenders (“Work Detail”) as well as one (1) full-time correctional officer (“Correctional Officer”). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the “Work”). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations.

3. Prohibited Contact And Dealings With Offenders.

   A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with an Offender.

   B. Governmental Entity will take all reasonable steps to ensure that the Offenders working under this agreement will have no contact with any unauthorized civilians.

   C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that the Offenders working under this Agreement will have no contact with any student of Governmental Entity’s school system.

   D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any property under Governmental Entity’s control.
4. **Workplace Safety.** Governmental Entity agrees to provide a safe workplace for Work Details in accordance with State law. Governmental Entity shall be responsible for the coordination between Offender work details and other workers in the workplace. Department shall be responsible for the custody of Offenders at all times, including security, meals, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of federal, State and local governments in the performance of work.

5. **Vehicles, Equipment and Supplies.** Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporter, Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Government Entity is responsible for ensuring that each vehicle used from transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission ("FCC") Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512 megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer's use and operation of the vehicle discussed in this paragraph. Governmental Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

6. **Compensation.** Governmental Entity agrees to pay Department the sum of Three Hundred Sixteen Thousand Dollars ($316,000.00) per year calculated at Thirty Nine Thousand Five Hundred Dollars ($39,500.00) per detail for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1 ½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week, for up to ten (10) hours each day for the Term of this Agreement, with the exception of State and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively “Off Days”). For each day in excess of the Off Days that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by One Hundred Eighty Nine Dollars and Ninety Cents ($189.90). Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice.

7. **Termination for Convenience.** This Agreement may be terminated by either party upon seven (7) calendar days written notice. The seven (7) days will commence with the receipt of the notice by the non-canceling party.

8. **Notices.** Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the
address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to Governmental Entity: Macon-Bibb County
Attn: Mayor
P.O. Box 247
Macon, GA 31202-0247

If to Department: Robert F. Jones
General Counsel
Georgia Department of Corrections
State Office South, Gibson Hall, 3rd Floor
P.O. Box 1529
Forsyth, GA 31029

With a copy to: McEver Probation Detention Center
Superintendent
P.O. Box 1430
Perry, GA 31069

9. Sole Benefit. Department and Governmental Entity enter into this Agreement for their sole benefit. Department and Governmental Entity do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement. These other parties include, but are not limited to, any Offender(s) who participate in the work detail(s) outlined in this Agreement. Department and Governmental Entity do not intend for such Offender(s) or other parties that are not signatories to this Agreement to be third party beneficiaries to this agreement.

10. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

11. Drug-Free Workplace Act. Governmental Entity hereby certifies that:

   A. A drug-free workplace will be provided for Governmental Entity’s employees during the performance of this Agreement as required by “Drug-Free Workplace Act,” O.C.G.A. § 50-24-1, et seq.; and

   B. Governmental Entity will secure from any subcontractor hired to work in a drug-free workplace the following written certification: “As part of the subcontracting agreement with (Governmental Entity’s Name), (Subcontractor’s Name) certifies to Governmental Entity that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Agreement pursuant to paragraph 7 of subsection B of Code Section 50-24-3.”

   C. Governmental Entity may be suspended, terminated, or debarred if it is determined that:

      1) Governmental Entity has made false certification hereinabove; or
      2) Governmental Entity has violated such certification by failure to carry out the requirements of the “Drug-Free Workplace Act.”

12. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by
the laws of the State of Georgia.

13. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

14. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this agreement on the day and year first above written.

**GEORGIA DEPARTMENT OF CORRECTIONS:**

By:

Robert E. Jones, General Counsel

**GOVERNMENTAL ENTITY:**

By:

Robert A. B. Reichert, Mayor

Attest:

Shelia Thurmond, Clerk of Commission

**FACILITY WARDEN/SUPERINTENDENT**

By:

Print Name:
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH THE STATE GOVERNMENT OF GEORGIA ON BEHALF OF THE DIVISION OF FAMILY AND CHILDREN SERVICES FOR 175 EMERY HIGHWAY, IN THE AMOUNT OF $62,200.00, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT “A”; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the State of Georgia wishes to renegotiate its lease for 175 Emery Highway for use by the Division of Family and Children Services (River Edge); and

WHEREAS, the State has requested to continue the same terms as the previously entered into lease agreement which includes their payment of $62,220.00 annually, to be paid monthly; and

WHEREAS, the lease agreement also include an annual renewal option for two (2) additional periods of one (1) year at the same annual rate; 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 Mayor is authorized to execute an agreement, along with any necessary amendments or additional documentation, with the State of Georgia on behalf of the Division of Family and Children Services for 175 Emery Highway, commencing July 1, 2014 and ending on June 30, 2015, in the annual amount of $62,200.00 which will be paid by the State of Georgia in monthly installment, and includes an annual renewal option for two (2) additional periods of one (1) year, in substantially the same form as attached hereto as Exhibit “A.”

SO RESOLVED this _____ day of ______________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

SHEILA THURMONT, CLERK OF COMMISSION

[SEAL]
STATE OF GEORGIA,
COUNTY OF FULTON

ANNUAL LEASE AGREEMENT #4690

LEASE AGREEMENT

This LEASE AGREEMENT, hereinafter referred to as this “Agreement”, is made and entered into this ___ day of ________________, 2014, by and between MACON-BIBB COUNTY whose business address for purpose of this Agreement is P.O. Box 247, Macon, Georgia 31202-0247 Party of the First Part, hereinafter referred to as “Landlord,” and the STATE PROPERTIES COMMISSION, a commission within the State Government of Georgia created by O.C.G.A. § 50-16-32, whose business address for purpose of this Agreement is 47 Trinity Avenue, Suite G02, Atlanta, Georgia 30334, Party of the Second Part, hereinafter referred to as “Tenant” [“Landlord” or “Tenant” may be referred to in this Agreement by a pronoun the third person, singular number and masculine gender (he, him or his) or neuter gender (it), as the context requires].

Definitions. The following words as used in this Agreement shall be defined as follows:

A. “Building” shall be construed to mean the building containing the Premises.

B. “Casualty” shall be construed to mean damage or destruction of the Premises, or any portion thereof, by any cause, including, without limitation, any loss or damage caused by fire, water, lightning, windstorm, hurricane, tornado, cyclone, hail, explosion, riot, civil commotion, aircraft, smoke, land vehicles, boiler explosion or any other like or different type or kind of catastrophe.

C. “Common Area” shall mean those areas located within the Building or on the Land used for corridors, elevators, foyers, restrooms, mechanical rooms, elevator mechanical rooms, janitorial closets, electrical and telephone closets, vending areas, and lobby areas (whether at ground level or otherwise), entrances, exits, sidewalks, skywalks, tunnels, driveways, parking areas and parking garages and landscaped areas and other similar facilities provided for the common use or benefit of tenants generally and/or the public.
D. “Date of Casualty” shall be construed to mean the date on which the Casualty occurs.

E. “Hazardous Substances” shall be construed to mean any chemical, material or substance, whether solid, liquid or gaseous which is listed, defined or regulated as a “hazardous substance”, “hazardous waste”, “hazardous material”, “extremely hazardous waste”, “restricted hazardous waste”, “regulated substance”, “medical waste”, “toxic substance” or words of similar import under any Law, including any: (i) oil, petroleum, petroleum product or petroleum derivative, flammable or ignitable substances, explosives, radioactive materials; (ii) asbestos in any form which is or could become friable or which is deemed hazardous under any applicable Law; (iii) urea formaldehyde foam insulation; (iv) transformers or other electrical equipment which contain polychlorinated biphenyl (PCB); (v) other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or which causes or constitutes a nuisance or a hazard to the environment, public health or safety; and (vi) other chemical, material or substance which could pose a hazard to the environment.

F. “Janitorial Services” if the responsibility of the Landlord shall be construed to mean performing the following services within the Premises: (1) vacuum carpet nightly on Monday through Friday (except for those holidays recognized by national banks in the metropolitan area of Atlanta, Georgia); (2) empty all waste receptacles and remove waste paper and rubbish from the Premises; (3) wash waste receptacles as necessary; (4) hand dust and wipe with damp or treated cloth all office furniture, files, fixtures, paneling, and all other horizontal surfaces as necessary (desks and other furniture must be cleared of all items by Tenant); (5) damp wipe and polish all glass furniture tops as necessary (furniture must be cleared of all items by Tenant); (6) remove all finger marks and smudges from all vertical surfaces, including doors, door frames, around light switches, private entrance glass and partitions as necessary; (7) damp mop to remove any beverage spillage or spots that appear on non-carpeted flooring; (8) dust areas reachable without ladders as necessary; dust air grills and ceiling recessed light fixtures as necessary; (9) sweep vinyl asbestos, asphalt, vinyl, rubber or other composition floors; sweep ceramic tile and brick floors and wash or scrub same as necessary; (10) wax and buff tile floors in office areas on an as needed basis; (11) with respect to any restrooms located within the Premises, empty and sanitize all receptacles.
and sanitary disposals, fill toilet tissue, soap, towel, and sanitary napkin dispensers as
necessary, mop, rinse, and dry floor, clean all mirrors, bright work and enameled surfaces,
scrub floors as necessary, wash and disinfect all basins, urinals, and bowls, wash with
disinfectant when necessary all partitions, tile walls and outside surfaces of all dispensers and
receptacles.

G. "Land" shall be construed to mean the real property, fee simple title or an estate for
years to which is owned by Landlord, upon which the Building is located.

H. "Landlord" shall be construed to mean Landlords in all cases where there is more than
one Landlord, and the necessary grammatical changes required to make the provisions hereof
apply either to male or female, corporation, partnership, association or individuals, shall in
all cases be assumed as though in each case fully expressed.

I. "Laws" shall be construed to mean all federal, state, county, municipal and other
governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules,
requirements and directives applicable to the Building and all decisions, judgments, writs,
injunctions, orders, decrees or demands of courts, administrative bodies and other authorities
construing any of the foregoing. "Law" shall be the singular reference to Laws.

J. "Mortgage" shall be construed to mean any mortgage, deed to secure debt, deed of
trust, trust deed or other conveyance of, or lien or encumbrance against, the Building or the
Land as security for any debt, whether now existing or hereafter arising or created.
"Mortgages" shall mean more than one "Mortgage".

K. "Party" shall be construed to mean either Landlord or Tenant, as appropriate. "Parties"
shall mean both Landlord and Tenant, and such reference shall be deemed to include the
heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of said
Party, the same as if in each case expressed.

L. "Premises" shall include not only the property more particularly described in
ARTICLE I of this Agreement but also all the fixtures, improvements, tenements and
appurtenances, thereunto belonging to or in anywise appertaining, including, but not limited
to, the right of ingress and egress thereto and therefrom at all times.

M. Any and all references to the word "Term" of this Agreement shall include not only the
original term but also any renewal or extension of the original term.
WITNESSETH THAT:

ARTICLE I  PREMISES LEASED AND TENANT'S PERMITTED USE THEREOF

The Landlord, in consideration of the rents agreed to be paid by the Tenant and of the covenants, agreements, provisions, terms, conditions and stipulations (hereinafter sometimes referred to as "provisions") herein agreed to be mutually kept and performed by both of the Parties hereto, does hereby this day, grant an estate for years to Tenant those certain premises situated in Macon-Bibb County, Georgia, and being more particularly described as follows, to wit:

Approximately 6,222 square feet of office space located at 175 Emery Highway in Macon, Georgia 31201-3698.

The above-described Premises being shown and delineated on a floor plan, drawing prepared for the Landlord and Tenant and entitled Exhibit A (Floor plan) a copy of said drawing marked EXHIBIT A is attached hereto, incorporated in, and by reference made a part of this Agreement.

Tenant may use the Common Area to conduct Tenant’s business, subject to the reasonable rules and regulations issued by Landlord applicable to all tenants of the Building. Tenant shall also have the right of ingress and egress across the Land to and from the above-described Premises at all times.

The Tenant does hereby this day rent and take from the Landlord, upon the said covenants, agreements, provisions, terms, conditions and stipulations herein stated, to be used for any lawful business purpose the above-described Premises.

ARTICLE II  TERM

This Agreement shall be for a term of one (1) year, commencing on the 1st day of July, 2014 (the "Commencement Date"), and ending at 12:00 midnight on the 30th day of June, 2015 (the "Expiration Date") (collectively the "Term") unless this Agreement shall be sooner terminated as hereinafter provided. This Agreement shall end at 12:00 midnight on the 30th of June, 2015 (the "Expiration Date") unless this Agreement shall be sooner terminated as hereinafter provided. Landlord and Tenant will execute a rent commencement letter within ten (10) days of occupancy confirming said Commencement Date and lease expiration date. Such letter shall substantively conform to that template letter attached hereto as Exhibit "B" and incorporated herein by reference.
The Commencement Date and the Expiration Date are, hereinafter collectively referred to as the “Term”.

ARTICLE III  
OPTION IN FAVOR OF THE TENANT TO RENEW OR EXTEND  
THE TERM OF THIS AGREEMENT

The Landlord, in consideration of the Premises and of the covenants, agreements, provisions, terms, conditions and stipulations herein agreed to be mutually kept and performed by both of the Parties to this Agreement, does hereby give and grant unto the Tenant the exclusive right, privilege and option of renewing or extending the Term of this Agreement, at the expiration of the aforementioned Term, for two (2) additional periods of one (1) year (s) each (hereinafter referred to as “Renewal Option(s)”). Said effective Renewal Option(s) shall be upon the same covenants, agreements, provisions, terms, conditions and stipulation as herein set forth and the monthly rental rate for said Renewal Option shall be as provided in paragraph Article IV, Paragraph 2 herein below; provided, however, that notice of Tenant’s desire to exercise such right, privilege and option shall be given to the Landlord either forty-five (45) days prior to the expiration date of the original term of this Agreement or of any renewal or extension term thereof or five (5) days after the Governor signs the annual appropriation bill, whichever occurs later, but in no case shall Tenant’s written notice be provided to Landlord later than June 30, 2015, of Tenant’s intent to exercise the Renewal Option. It is further provided that this right, privilege, and option may be exercised by the Tenant only in the event all rents have been fully paid and all covenants, agreements, provisions, terms, conditions and stipulations of this Agreement on the part of the Tenant have been fully and faithfully performed, kept and observed by the Tenant. Unless otherwise specified, the initial Term as provided in Article II and any and all effective Renewal Option(s) are hereinafter collectively referred to as the “Term”.

ARTICLE IV  
FIXED RENTAL

1. For the use and rent of the Premises, the Tenant agrees to pay to Landlord, at the above-stated business address, or at such other address or addresses as may be designated in writing from time to time by the Landlord, the total fixed equal monthly rental of $5,185.00 dollars, beginning on the Commencement Date, and payable thereafter on the 1st day of each and every calendar month during the said Term, being at the rate of $62,220.00 Dollars per annum; provided, however, that if the Commencement Date is a day other than the first day of a calendar month, the monthly installment of rent payable for the period from the Commencement Date through the end of the
calendar month during which the Commencement Date occurs shall be the above-referenced monthly installment of rent prorated on a daily basis, and shall be payable, together with the monthly installment of rent for the first full calendar month of the Term of this Agreement, on the first day of the first calendar month following the Commencement Date; provided further, however, that, if the Expiration Date is a day other than the last day of a calendar month, the monthly installment of rent payable for the month during which the Expiration Date occurs shall be the above-referenced monthly installment of rent prorated on a daily basis.

2. Renewal Rental Rate.
Should Tenant renew this Agreement as provided in Article III for the State Fiscal Year 2016 (beginning July 1, 2015 and ending June 30, 2016) the rental rate shall be $62,220.00 per year.

Should Tenant renew this Agreement as provided in Article III for the State Fiscal Year 2017 (beginning July 1, 2016 and ending June 30, 2017) the rental rate shall be $62,220.00 per year.

ARTICLE V

COVENANTS, AGREEMENTS, PROVISIONS, TERMS, CONDITIONS AND STIPULATIONS OF THIS AGREEMENT

1. Headings. The use of headings, captions and numbers in this Agreement which appear in the left hand margin of this Agreement and within the body of this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

2. Riders. Riders, if any, attached hereto set forth certain original, additional or substitute provisions and are incorporated herein by reference. In the event of any conflict between this Agreement and any Riders, the terms of this Agreement shall control.

3. Time of Essence; Dates. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation; the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended
to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.

4. Notices. Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the address for each Party as shown in this Agreement, or to such other addresses as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; and those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the Party to whom addressed on the date of hand delivery, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

5. Covenant of Title and Quiet Enjoyment. Landlord covenants that he is seized of the Premises in fee simple absolute or an estate for years. Landlord agrees that the Tenant paying the rent and keeping the provisions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever. If for any reason whatever, Tenant is deprived of the right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy
the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel hereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of the Tenant by giving the Landlord notice thereof. If the Landlord’s title shall come into dispute or litigation, the Tenant may either withhold payment of rents (without interest or penalty or causing anyone to sustain damages) until final adjudication or other settlement of such dispute or litigation or it may pay said rents accruing hereunder into a court of competent jurisdiction until final adjudication or settlement of such dispute or litigation.

6. Additional Landlord Covenants, Representations and Warranties. Landlord represents, warrants and covenants to and with Tenant, knowing that Tenant is relying on each such representation, warranty and covenant, that: (i) there are no actions, suits or proceedings pending or known to be threatened against, by or affecting Landlord, which affect title to the Premises or the Building or which question the validity or enforceability of this Agreement or of any action taken by Landlord under this Agreement, in any court or before any governmental authority, domestic or foreign; (ii) the execution of and entry into this Agreement, and the performance by Landlord of Landlord’s duties and obligations under this Agreement are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Landlord is a Party, any judicial order or judgment of any nature by which Landlord is bound, or the organizational documents of Landlord; (iii) neither the Building nor the Land is subject to any mortgage, deed to secure debt, lien, encroachment, covenant, easement or restriction which would adversely affect Tenant’s use and enjoyment of the Premises, with the exception of any Mortgage for which Landlord shall have delivered (or within ten (10) days following the Commencement Date, shall deliver) a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to Tenant; (iv) to the Landlord’s knowledge, the Premises do not violate any applicable Laws, and the use and occupancy of the Premises by the Tenant to conduct Tenant’s business will not be in violation of any Laws applicable to the Premises; (v) Landlord shall ensure that the elements of the Building that Landlord is obligated to repair, maintain and replace pursuant to this Agreement, comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act;
(vi) Landlord shall ensure that on the Commencement Date, the Premises comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act; (vii) to the Landlord’s best knowledge, no portion of the Building or the Land has ever been used for the storage, processing, treatment or disposal of Hazardous Substances; the Building and the Land do not and will not contain Hazardous Substances; no Hazardous Substances have been released, introduced, spilled, discharged or disposed of, nor has there been a threat of release, introduction, spill, discharge or disposal of Hazardous Substances on, in, or under the Land; there are no pending or known threatened claims, administrative proceedings, judgments, declarations or orders, relating to the presence of Hazardous Substances on, in or under the Land; the Land is in compliance with all Laws regarding the regulation of Hazardous Substances; Landlord has not caused or permitted, and will not cause or permit, Hazardous Substances to be brought on, kept or used in or about the Building; and, no Hazardous Substances have been released, introduced, spilled, discharged or disposed of on, in or under any adjacent land; (viii) to the Landlord’s best knowledge, there are no pending, threatened or known contemplated condemnation actions involving all or any portion of the Land; and there are no existing, proposed or known contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Land; (ix) all utilities (including, without limitation, water, storm and sanitary sewer, electricity, gas, and telephone) are available to the Building in capacities sufficient to serve and operate Tenant’s business from the Premises; (x) as of the Commencement Date the Building, and the building systems serving the Premises are in good condition and repair; (xi) the storm and surface water drainage facilities currently serving the Building (collectively, the “Drainage Facilities”) are properly engineered to, and do, prevent pooling and flooding on the Land under normal conditions; and (xii) the paved driveways, parking areas and related improvements, curbing, entrances and exits located on the Land (collectively, the “Paved Areas”) comply with all applicable Laws and are in good condition and repair.

7. Notice of Appointment of Agent. Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the Premises until written notice of the appointment and the extent of the authority of such agent shall be first given to the Tenant by the Party appointing such agent.
8. **Change in the Ownership of the Premises.** No change or division in the ownership of the Premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Tenant. Further, no change or division in the ownership of the Premises shall be binding on the Tenant for any purpose until the Tenant shall have been furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in the ownership of the Premises.

9. **Binding Effect On Heirs, Assigns, Etc.** Each of the provisions contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of not only the Parties hereto but to each and every one of the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of the Parties hereto, and shall be deemed and treated as covenants real running with the Premises during the Term of this Agreement.

10. **Landlord's Failure To Deliver The Premises At The Commencement of the Term.** Should the Landlord, for any reason whatever, be unable to deliver possession of the Premises to the Tenant on the Commencement Date, this Agreement may be immediately canceled, terminated and declared null and void at the option of the Tenant by giving the Landlord notice thereof. Should the Tenant elect not to exercise this option then there shall be a total abatement of rent during the period between the Commencement Date and the time the Landlord delivers possession of the Premises to the Tenant.

11. **Destruction of or Damage to the Premises.** A Casualty affecting a "Material Portion of the Premises" shall mean a Casualty which, in Tenant's sole good faith judgment, renders the Premises unsuitable for the Tenant's continued feasible and economic use for substantially the same purposes as immediately prior to such Casualty. If there occurs a Casualty affecting a Material Portion of the Premises, Tenant shall have the right, at Tenant's option, to terminate this Agreement by giving written notice to Landlord of such termination within thirty (30) days after the Date of Casualty, in which event this Agreement shall terminate, and the Term of this Agreement shall expire, on the Date of Casualty with the same effect as if the Date of Casualty were the Expiration Date, and all rent and other sums shall be apportioned and paid through and including the Date of Casualty. If
there occurs a Casualty affecting a Material Portion of the Premises and Tenant does not terminate this Agreement pursuant to this paragraph, or if there occurs a Casualty affecting less than a Material Portion of the Premises, then this Agreement and all duties and obligations of Tenant under this Agreement shall remain unmodified, unaffected and in full force and effect; provided, however, that, commencing with the Date of Casualty, rent shall abate pro rata to the extent that, and for so long as, any portion of the Premises is not reasonably usable by Tenant in the ordinary conduct of its business. Landlord shall promptly proceed to repair, restore, rebuild, reconstruct or replace the damaged or destroyed portion of the Premises and the Building to a condition at least as good as the condition which existed immediately prior to the Casualty. Notwithstanding anything to the contrary, if such repair, rebuilding, or reconstruction shall not be substantially completed within one hundred twenty (120) days following the Date of Casualty, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by written notice to Landlord which shall be effective upon Landlord’s receipt. This does not absolve Tenant of liability where said destruction or damage to the premises arises through the fault or actions of Tenant.

12. Insurance. From and after the Commencement Date, Landlord shall procure, and maintain in full force and effect at all times during the Term of this Agreement, the following types of insurance with respect to the Land, Building and Common Area, paying as the same become due all premiums therefore: (i) commercial general liability insurance in an amount of not less than $1,000,000 each occurrence for injury, death, or damage to property and $3,000,000 in the aggregate; and (ii) all-risk property insurance written on a replacement cost basis to cover the replacement value of the Land (to the extent insurable), Building and Common Area, and any other property for which Landlord has insuring responsibility. Said insurance shall be placed with solvent insurance companies licensed and authorized to do business in the State of Georgia. Landlord shall furnish Tenant with certificates or other acceptable evidence that such insurance is in effect. Landlord shall pay all premiums for the insurance coverage which Landlord is required to procure and maintain under this Agreement. Each insurance policy: (i) shall name Tenant as an additional insured Party; (ii) shall provide that the policy cannot be canceled as to the Tenant except after the insurer gives Tenant ten (10) days written notice of cancellation; (iii) shall not be subject to invalidation as to Tenant by reason of any act or omission of Landlord or any of Landlord’s officers, employees or agents; and (iv) shall contain a
provision to the effect that the policy shall not be invalidated, and shall remain in full force and effect, if Landlord waives in writing prior to a loss any or all rights of recovery against Tenant for loss occurring to property covered by that policy, and a provision whereby Landlord waives any claims by way of subrogation against all Parties. Tenant shall not use the Premises for any purpose other than that stated in ARTICLE I hereof. No use shall be made of the Premises nor acts done on the Premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. The Tenant further agrees not to sell, or permit to be kept for use on the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies. Tenant will self-insure and maintain, in accordance with policies of the Georgia Department of Administrative Services, during the Term of this Agreement insurance coverage for Tenant’s personal property located in the Premises in an amount not less than full replacement cost of all of Tenant’s personal property located in the Premises, against direct and indirect loss or damage by fire and all other casualties and risks.

13. **Environmental Covenants.** If removal, encapsulation or other remediation is required as to Hazardous Substances located in, on or under the Land or Building by applicable Laws (the “Remediation”), unless such Hazardous Substances were released or placed on the Land or Building by Tenant, Landlord immediately and with all due diligence and at no expense to Tenant, shall take all measures necessary to comply with all applicable Laws, to remove such Hazardous Substances and to perform such Remediation. Landlord shall repair and restore the Land or Building at its sole cost and expense (the “Restoration”). From the date such Hazardous Substances are discovered on the Land or Building to the date such Remediation and Restoration is complete, the rent due hereunder shall be reduced by the same percentage as the percentage of the Premises which, in Tenant’s good faith judgment, cannot be safely, economically or practically used for the operation of Tenant’s business. Notwithstanding anything to the contrary, if in Tenant’s good faith judgment such Remediation and Restoration cannot be completed within ninety (90) days following the date such Hazardous Substances are discovered, Tenant may terminate this Agreement by written notice to Landlord which shall be effective on Landlord’s receipt. Landlord shall indemnify and hold Tenant harmless from and against any and all claims, judgments, demands, penalties, fines, losses and costs and expenses incurred by Tenant during or after the Term of this Agreement as a result of (i) any
Hazardous Substances that Landlord causes or permits to be brought upon, kept or used in or about the Land or Building; (ii) release or disposal of any Hazardous Substances that exist in or about the Land or Building as of the Commencement Date; and (iii) any migration of Hazardous Substances onto or under the Land or Building.

14. **Landlord Remedy in the Event of Tenant Default.** The following events shall constitute events of default by Tenant under this Agreement: (i) if Tenant shall fail to pay when due any rent or other payment of money to be made by Tenant hereunder and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or (ii) if Tenant shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any reasonable material term, covenant, condition, requirement, restriction or provision of this Agreement (other than the payment of rent or any other payment to be made by Tenant), and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Tenant, Landlord may immediately initiate legal proceedings to evict Tenant and Tenant’s effects from Premises.

15. **Holding Over.** Any holding over, or continued use and/or occupancy by the Tenant, of the Premises after the expiration or termination of this Agreement shall operate and be construed as a tenancy-at-will at the same monthly rate of rental set out in ARTICLE III above and under the same provisions in force at the expiration or termination of this Agreement.

16. **Condemnation.** In the event, during the Term of this Agreement, the whole or any part of the Premises shall be taken by any governmental entity, or any other condemning authority, for any public or quasi-public use, through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, contract, ordinance or by court decree, whether by consent or otherwise, the use of the Premises by the Tenant for the purpose stated in ARTICLE I hereof shall be prohibited, the Tenant shall have the right to immediately terminate this Agreement upon notice to the Landlord and the rent shall be
paid only to the time when the Tenant surrenders possession of the Premises. When only a portion of the Premises is taken for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Tenant shall have an election as to whether it will terminate and cancel this Agreement at the time the taken portion of the Premises must be surrendered or whether it will remain on the Premises with the remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus taken to the total square feet originally contained in the Premises. To exercise this election, the Tenant must notify the Landlord within twenty-five (25) days after it is ultimately determined what portion of the Premises will be taken under such proceeding (a “Tenant Election”). In the event the Tenant elects to remain on the Premises under the conditions set forth above, the Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial taking. Notwithstanding anything to the contrary, if Landlord fails to substantially complete such alterations and repairs within one hundred twenty (120) days following the date that Tenant gives a Tenant Election, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by written notice to Landlord which shall be effective upon Landlord’s receipt. The rights of the Landlord shall in no way prejudice or interfere with any claim or defense which the Tenant may have against the governmental entity, or condemning authority exercising the power of eminent domain or condemnation.

17. Rubbish Removal. Landlord shall keep the Common Area clean, both inside and outside, at Landlord’s sole cost and expense, and shall see that all ashes, garbage, trash, excelsior, straw and all other refuse is removed from the common areas of the Building.

18. Repairs by the Landlord; Repairs by Tenant; Tenant Self-Help. Landlord, at Landlord’s sole cost and expense, shall maintain and repair in good operable condition and replace as necessary, throughout the Term of this Agreement, the Building and Common Area, including without limitation, the Drainage Facilities, the Paved Areas, the HVAC, roof, foundations, footings, columns, exterior walls and other structural components, parking and other paved areas, building systems, utility lines and sewer pipes and anything else caused by the negligence or willful misconduct of Landlord or its employees, agents or contractors. Landlord shall also (i) keep the
Common Area well lit and change light bulbs in all Areas as necessary; (ii) perform the Janitorial Services; (iii) maintain and repair the interior portions of the Premises such that they remain in good condition and repair, normal wear and tear excepted, and replace such interior portions of Premises as necessary, including, without limitation, repairing, patching and painting the walls within the Premises as necessary from time to time. Tenant may give Landlord written notice if Tenant believes that there is a condition that requires maintenance, repair or replacement that is the obligation of Landlord pursuant to this paragraph. Notwithstanding anything to the contrary set forth in this Agreement, if Tenant gives written notice to Landlord of the need for any such maintenance, repair or replacement and Landlord fails to commence such maintenance, repair or replacement within ten (10) days and thereafter fails to commence or diligently pursue such maintenance, repair or replacement within three (3) business days after Tenant gives Landlord further written notice thereof and of Tenant’s intention to undertake such maintenance, repair or replacement, then Tenant may proceed to undertake such maintenance, repair or replacement; provided, however, that such further notice to Landlord shall not be required if Tenant’s initial notice identifies the condition requiring maintenance, repair or replacement as one that involves present or imminent danger of injury to persons or damage to property. All costs and expenses incurred by Tenant in exercising Tenant’s rights under this this paragraph, shall bear interest at eight percent (8%) from the date of payment by Tenant and shall be payable by Landlord to Tenant upon demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. If Landlord fails to pay any such amount within ten (10) days after demand therefor, Tenant shall have the right to set off against, and deduct from, rent payable hereunder such amounts owing by Landlord to Tenant. Notwithstanding anything in this Agreement to the contrary, Tenant shall have no obligation to make alterations to, repair damage to or remedy disrepair of any portion of the Common Area or Building, including, without limitation, the Premises, (and such obligation to make alterations, repair damage or remedy disrepair shall be the sole responsibility of Landlord hereunder) if (a) such damage or disrepair is caused by the failure of such Building or Common Area to be (1) in good working order and condition on the Commencement Date, or (2) constructed in a good and workmanlike manner and in accordance with applicable Laws, or (b) such damage or disrepair is caused by the negligence or willful misconduct of Landlord, its employees, agents or contractors. Landlord agrees that any services, replacement, repairs or maintenance done
by the Tenant to the Premises or to any improvements or additions made to the Premises by the Landlord shall not be construed as a waiver by the Tenant of Landlord's obligations under this paragraph. In the event that Tenant constructs or erects any additions and/or improvements on the Premises, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair.

19. Entry For Inspection And Repairs, Alterations or Additions. Tenant shall permit Landlord, his agents or employees to enter onto the Premises at all reasonable times, but after no fewer than two (2) days' prior written notice, for the purpose of inspecting the same or for the purpose of maintaining or making repairs, alterations or additions to any portion of the Premises.

20. Janitorial Services. Landlord shall use care to select honest and efficient employees for provision of the Janitorial Services. Landlord shall be responsible to Tenant for the negligence, theft, fault and misconduct of such employees. Tenant agrees to report promptly to the Landlord any neglect of duty or any incivility on the part of such employees which in any way interferes with Tenant's full enjoyment of the Premises.

21. Utilities. With the sole exception of telephone, Landlord shall furnish and pay for, electricity, gas, fuel, oil, coal, light, heat and power or any other utility used by the Tenant while occupying the Premises. No deduction shall be made from the rent due to a stoppage in the service of water, electricity, gas fuel, oil, coal, light, heat and power or any other utility unless caused (directly or indirectly) by an act of the Landlord. In the event of interruption in water, electricity, gas, fuel, oil, coal, light, heat and power service, Landlord will proceed with all due diligence to restore same. Landlord shall furnish and pay for water and sewer.

22. Notice to the Landlord of Damage(s) or Defect(s). Tenant shall give to the Landlord prompt notice of any damage(s) to or any defect(s) in the Premises and said damage(s) or defect(s) shall be remedied with due diligence by Landlord at his own cost and expense.

23. Taxes and Assessments. Landlord, during the Term of this Agreement, agrees and covenants to
pay off, satisfy and discharge, as they become due all assessments, taxes, levies and other charges, general or special, of whatever name, nature and kind, which are or may be levied, assessed, imposed and/or charged upon the Premises.

24. Termites, Rodents and Pests. Landlord shall, at his own cost and expense, keep Common Area and the Building free from infestation by termites, rodents, and other pests and shall repair all damage caused to the Premises by the same during the Term of this Agreement.

25. Removal of Improvements, Erections, Additions and Alterations Made by the Tenant. The Tenant may make, at its own cost and expense, such improvements, erections, additions and alterations as are necessary to adapt the Premises for Tenant’s business. All improvements, erections, additions and alterations installed or placed on the Premises by the Tenant, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Tenant and may be removed by the Tenant, in whole or in part, at any time before the expiration or termination of this Agreement. If the Tenant removes any or all of the improvements, erections, additions and alterations it has installed or placed on the Premises, the Tenant agrees to repair any specific damage directly resulting to the Premises from such removal.

26. Removal of Fixtures, etc, by the Tenant. At any time before the expiration or termination of this Agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture and personal property which it has placed on the Premises.

27. No Waiver of Right. Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party’s rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

28. Entry For Carding, Etc. In the event the Tenant does not exercise the renewal or extension option provided in ARTICLE III above, then Landlord may, within the forty-five (45) day period
preceeding the expiration of the Term of this Agreement, card the Premises thereby advertising the same "For Sale", "For Rent" or "For Lease". Landlord, after first securing from the Tenant a date and time, may enter on the Premises to exhibit the same to prospective purchasers, tenants or lessees.

29. Abandonment of Premises by the Tenant. During the Term of this Agreement, Tenant agrees not to abandon or vacate the Premises without cause. The abandonment or vacating of the Premises by Tenant shall mean that Tenant (or Tenant's permitted assignee or sublessee) is absent from the Premises for twenty (20) consecutive days, excepting for purposes of repair of improvements.

30. Waste and Nuisance. Tenant shall not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing which may disturb the enjoyment of any other tenant, if there be any, in the Building.

POLITIC, OR BUREAU OF THE STATE OF GEORGIA, AND (II) ANY OTHER ENTITY AS PERMITTED BY STATE LAW. ANY USER AGENCY SHALL HAVE THE RIGHT, AT ITS ELECTION, TO CURE ANY DEFAULT BY TENANT UNDER THIS AGREEMENT. LANDLORD SHALL IMMEDIATELY PROVIDE TENANT WITH COPIES OF ALL CORRESPONDENCE SENT BY LANDLORD TO A USER AGENCY (OR TO ANY OTHER SUBTENANT) AND COPIES OF ALL CORRESPONDENCE RECEIVED BY LANDLORD FROM A USER AGENCY (OR FROM ANY OTHER SUBTENANT). NOTWITHSTANDING THE FOREGOING, LANDLORD ACKNOWLEDGES AND AGREES THAT THE USER AGENCY SHALL NOT BE AN AGENT OF TENANT AND SHALL NOT HAVE ACTUAL, CONSTRUCTIVE OR APPARENT AUTHORITY TO AMEND OR OTHERWISE MODIFY THE TERMS OF THIS AGREEMENT OR TO OTHERWISE BIND TENANT.

32. **Surrender Of The Premises.** Tenant shall at the expiration of this Agreement surrender up the Premises in good order and condition, reasonable use and ordinary wear and tear thereof, repairs and maintenance required to be performed by Landlord, damage by fire, acts of God, the elements, other casualties or catastrophes, condemnation and damage or defects arising from the negligence or default of the Landlord excepted.

33. **Mortgages and Mortgagees.** This Agreement shall be subordinate to any and all Mortgages encumbering the Land or any part thereof, and to all renewals, modifications, replacements and extensions of such Mortgages unless an applicable Mortgagee executes and delivers a subordination, non-disturbance and attornment agreement (an "SNDA") in favor of Tenant reasonably satisfactory in form and substance to Tenant. Notwithstanding anything to the contrary in this Agreement, Tenant's obligations under this Agreement shall be contingent upon (and only Tenant shall have the right to waive such contingency) all Mortgagees currently holding Mortgages on the Land executing and delivering to Tenant an SNDA prior to the Commencement Date.

34. **Miscellaneous.**

   A. **Landlord and Tenant hereby certify that the provisions of law contained in O.C.G.A. § 45-10-20 et seq., prohibiting full-time and part-time public officials and employees of the**
State of Georgia from engaging in certain transactions affecting the State of Georgia has not been and will not be violated in any respect by this Agreement.

B. Tenant has not and will not participate in the structuring, offering, or issuance of any bonds or other financing to be used to construct, renovate, or rehabilitate the Premises, and Tenant shall have no obligation with respect to any bonds or the financing of the Premises, nor any moral obligation to continue to rent the Premises in a manner supportive of the creditworthiness of any bonds or financing. Neither this agreement nor the revenues paid by Tenant under this agreement can be pledged or assigned by Landlord as security for any bonds or similar instrument issued to acquire, construct, renovate, rehabilitate, or finance the Premises. Should such actions occur, this agreement shall be terminable without recourse at the sole discretion of the State Properties Commission. Under no circumstances should there be any expectation of the Landlord or any third party regarding the availability of revenues generated from this Agreement beyond the current one year term. Any such reliance beyond the current one year term is at the sole risk of such party and the Tenant shall have no obligation (legal or moral) with respect to any losses suffered by such party. The express intent of this Section 35(B) is to put the Landlord and all third parties (including rating agencies, investors, underwriters, issuers and counsel) on express notice, that neither the Tenant, the State Properties Commission, the State of Georgia nor any of its departments or agencies shall have any obligation (legal or moral) with respect to any financing for the Premises.

C. Landlord and Tenant hereby acknowledge that the floor plans attached to this Agreement as Exhibit “A” are subject to final approval by the State Fire Marshall’s Office. Additionally, such floor plans are subject to those adjustments or changes required by the State Fire Marshall’s Office without cost or expense to the Tenant. Tenant has provided a copy of the floor plans to the State Fire Marshall’s Office to aid the Landlord in this approval process.

35. Entire Agreement. Should any provision or portion of any provision of this Agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby. This Agreement contains the entire agreement of the
Parties with respect to the subject matter hereof, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of no force or effect. This Agreement shall not be modified or amended in any respect except by a written agreement executed by the Parties in the same manner as this Agreement is executed. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative. Each Party hereto represents that each Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the Parties keeping one of the duplicate originals.

SIGNED, SEALED AND DELIVERED
As to Landlord, in the presence of:

Witness

Notary Public

LANDLORD

COPY

Robert A.B. Reichert, Mayor

ATTEST:

Shelia Thurmond, Clerk of Commission

My Commission Expires:
By ____________________________ (L.S.)

(AFFIX AND IMPRESS NOTARY PUBLIC SEAL HERE)

SIGNED, SEALED AND DELIVERED
As to Tenant, in presence of:

____________________________________
Witness

____________________________________
Notary Public
My Commission Expires:

(AFFIX AND IMPRESS NOTARY PUBLIC SEAL HERE)

TENANT

____________________________________ (L.S.)

____________________________________ (L.S.)

By ____________________________ (L.S.)

Title ____________________________
Exhibit A

[Floor Plans to Be Attached]
10 D
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO ADOPT THE
FOURTH AMENDMENT TO THE BIBB COUNTY PENSION PLAN OF 1968 SO AS TO
ESTABLISH THE MACON-BIBB COUNTY GENERAL EMPLOYEES PENSION
TRUSTEE BOARD, TO DESIGNATE THE COMPOSITION OF THE BOARD AND TO
GRANT THE NEWLY DESIGNATED BOARD THOSE POWERS FORMERLY
GRANTED TO THE MACON-BIBB COUNTY BOARD OF COMMISSION UNDER
ARTICLE 13.03; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Bibb County, Georgia (the “County”) established the Bibb County Pension
Plan of 1968, first effective December 17, 1968, which was recently amended and restated
effective January 1, 2011 (the “Plan”); and

WHEREAS, effective January 1, 2014, Bibb County, Georgia and the City of Macon,
Georgia governments were restructured into a new political body corporate known as Macon-
Bibb County, Georgia; and

WHEREAS, the Plan was amended by the Board of Commissioners of the County
effective January 1, 2014, to reflect the restructuring of governments by transferring sponsorship
of the Plan to Macon-Bibb County (the “Employer”) (and to exclude new employees of the
restructured government who are hired on and after January 1, 2014, from participating in the
Plan); and

WHEREAS, the Plan was further amended by the Macon-Bibb County Commission
effective February 18, 2014, by amending various definitions under Article I of the Plan
regarding “Eligible Employee” and Section 2.01 of the Plan regarding “Eligibility”, and Section
2.07 regarding “Restructured Government” with the addition of subsection (d); and

WHEREAS, Article XI of the Plan allows the Plan to be amended by the Employer at
any time by a written instrument authorized by the Macon-Bibb County Commission.

NOW, THEREFORE, BE IT RESOLVED and it is hereby so resolved by the authority
of the same that the Fourth Amendment to the Bibb County Pension Plan of 1968, a copy of
which is hereto and a part hereof, is hereby adopted by the Macon-Bibb County Commission.

BE IT FURTHER RESOLVED that any resolution in conflict with this resolution is
hereby repealed.
FOURTH AMENDMENT TO THE BIBB COUNTY PENSION PLAN OF
1968

WHEREAS, Bibb County, Georgia (the "County") established the Bibb County Pension Plan of 1968, first effective December 17, 1968, which was recently amended and restated effective January 1, 2011 (the "Plan"); and

WHEREAS, effective January 1, 2014, Bibb County, Georgia and the City of Macon, Georgia governments were restructured into a new political body corporate known as Macon-Bibb County, Georgia; and

WHEREAS, the Plan was amended by the Board of Commissioners of the County effective January 1, 2014, to reflect the restructuring of governments by transferring sponsorship of the Plan to Macon-Bibb County (the "Employer") (and to exclude new employees of the restructured government who are hired on and after January 1, 2014, from participating in the Plan); and

WHEREAS, the Plan was further amended by the Macon-Bibb County Commission effective February 18, 2014, by amending various definitions under Article I of the Plan regarding "Eligible Employee" and Section 2.01 of the Plan regarding "Eligibility", and Section 2.07 regarding "Restructured Government" with the addition of subsection (d); and

WHEREAS, Article XI of the Plan allows the Plan to be amended by the Employer at any time by a written instrument authorized by the Macon-Bibb County Commission.

NOW, THEREFORE, the Plan is hereby amended as indicated herein:

1. Article 13 of the Plan, 13.03 Board of Commissioners is hereby amended as follows:

13.03 Pension Trustee Board.
The Pension Trustee Board will consist of a seven (7) member board comprised as follows: one active Macon-Bibb County employee that is a member of this plan, one Macon-Bibb County retiree that is a member of this plan, one active employee of the Macon-Bibb County Fire Department that is a member of this plan, one active employee of the Macon-Bibb County Sheriff's Office that is a member of this plan, one Macon-Bibb County citizen at large (said citizen at large is required to have a background in finance or retirement administration) and two Macon-Bibb County Commissioners; where said members shall be appointed by the Mayor, subject to approval of the majority of the Macon-Bibb County Commission, and serve at the pleasure of the Mayor. All Pension Trustee Board members shall serve a two-year term beginning November 1,
2014, and ending December 31, 2016. Each successor thereafter will serve a two year term which shall begin January 1 of the respective year.

2. Article 13 of the Plan, 13.03 Board of Commissioners is hereby amended as follows:

(a) The Pension Trustee Board shall administer the Plan and act as trustee, and shall have full power and authority to pass all reasonable rules and regulations of the administration of the Plan.

(b) All rules and decisions of the Pension Trustee Board shall be uniformly and consistently applied to all Employees in similar circumstances. Any rule or decision that is not inconsistent with this Plan shall be conclusive and binding upon all persons affected by it.

(c) The Pension Trustee Board shall have complete control of the administration of the Plan with all powers necessary to enable it to properly carry out the provisions of the Plan. In addition to all implied powers and responsibilities necessary to carry out the objectives of the Plan, the Pension Trustee Board shall have the following specific powers and responsibilities:

(i) To construe the Plan and any agreement with a Fund Administrator and to determine all questions arising in the administration, interpretation and operation of the Plan;

(ii) To decide all questions relating to the eligibility of Employees to participate in the benefits of the Plan;

(iii) To determine the amount, manner and time of payment of any benefits of the Plan to which any Participant, Beneficiary or other person may be entitled, and to afford any person dissatisfied with such determination the right to a hearing thereon;

(iv) To keep records of all acts and determinations of the Pension Trustee Board, and to keep all such records, books of accounts, data and other documents as may be necessary for the proper administration of the Plan;

(v) To prepare and distribute to all Plan Participants and Beneficiaries information concerning the Plan and their rights under the Plan,
including, but not limited to, all information that is required to be distributed by any applicable law:

(vi) To prescribe procedures to be followed by Participants in filing applications for benefits;

(vii) To file with the state of Georgia and/or the Secretary of the Treasury all reports and information required to be filed by the state, the Internal Revenue Service or other applicable law;

(viii) To receive and review the annual valuation of the Plan made by an actuary;

(ix) To receive and review reports of the financial condition of the Plan, and of the receipts and disbursements of the Plan assets;

(x) To appoint or employ an administrator for the Plan and any other agents it deems advisable, including actuarial and legal counsel;

(xi) To do all things necessary to operate and administer the Plan in accordance with its provisions and in compliance with applicable provisions of federal law;

(xii) To authorize payment of benefits from the Fund; shall keep on file, in such manner as it may deem convenient or proper, all reports of the Fund; and

(xiii) To authorize the payment from the Fund of the reasonable expenses of administering the Plan and the Trust.

(d) To enable the Pension Trustee Board to perform its functions, the County shall supply full and timely information of all matters relating to the compensation and length of service of all Participants, their retirement, death or other cause of termination of employment, and such other pertinent facts as the Pension Trustee Board may require. The Pension Trustee Board shall advise the Fund Administrator of such facts and issue to the Fund Administrator such instructions as may be required by the Fund Administrator in the administration of the Plan. The Pension Trustee Board and the County shall be entitled to rely upon all certificates and reports made by a Certified Public Accountant, actuary or legal counsel selected or approved by the County. The Pension Trustee Board, the County and its officers shall be fully protected in respect of any action
suffered by them in good faith in reliance upon the advice or opinion of
any accountant, actuary or attorney, and all action so taken or suffered
shall be conclusive upon each of them and upon all other persons
interested in the Plan.

3. Article 13 of the Plan, 13.04 Pension Advisory Committee is hereby amended as
follows:

The repealing of 13.04 in its entirety, thereby eliminating said Committee.

4. The effective date of this Amendment shall be November 1, 2014.

IN WITNESS WHEREOF, Macon-Bibb County, Georgia has caused this Fourth
Amendment be effective as stated herein, executed as of this ___ day of __________, 2014,
in its name, by and through the Macon-Bibb County Commission.

MACON-BIBB COUNTY, GEORGIA

By: ___________________________
ROBERT A.B. REICHERT, MAYOR

By: ___________________________
SHEILIA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A COMMUNITY GRANT PROGRAM GRANT IN THE AMOUNT OF $10,000.00 FROM THE COMMUNITY FOUNDATION OF CENTRAL GEORGIA, INC. AWARDED TO THE MACON CIRCUIT PUBLIC DEFENDER’S OFFICE; AND FOR OTHER PURPOSES.

WHEREAS, the Macon Circuit Public Defender’s Office has received a grant from the Community Foundation of Central Georgia, Inc. in the amount of $10,000.00; and

WHEREAS, the grant is for the “Public Defender’s Strategic Plan Phase II” to provide matching funds needed for an Equal Justice Fellow;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that Macon-Bibb County is authorized to accept a Community Foundation Grant Program grant from the Community Foundation of Central Georgia, Inc. for the Macon Circuit Public Defender’s Office in the amount of ten thousand dollars and No/100s ($10,000.00) 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)
September 12, 2014

Mrs. Kari Kitchens  
Macon-Bibb County Board of Commissioners  
P.O. Box 4708  
Macon, GA 31208

Dear Kari,

On behalf of the Board of Directors of the Community Foundation of Central Georgia, I am pleased to award a grant to Macon-Bibb County Board of Commissioners in the amount of $10,000.00 (Check #11160 dated 9/12/2014). This grant is for the project, "Public Defender's Strategic Plan Phase II". This grant is to provide the matching funds needed for the Equal Justice Fellow.

- This grant requires completion of a final project report and project financial summary. Final reports and financial summaries are due within sixty days after depletion of the grant funds, prior to submitting a new grant application, or no later than June 30, 2015, whichever is earlier. In order to be eligible for future grants from the Community Foundation, a final report and financial summary for all previously received grants must be on file at the time of application; the due date for reports for a previous grant is accelerated by a new grant application. Final reports can be accessed at our website, www.cfcga.org/grants.

- Please contact the Community Foundation if there are any significant changes to your project and budget. Any grant funds not expended for the expressed purpose by the end of the grant period are to be returned to the Community Foundation.

- Please refer to funding from the Community Foundation of Central Georgia in any press releases or publications about this project. Logos and additional communication guidelines can be found at www.cfcga.org/grants/communications.

If you have any questions regarding this grant, please call the Foundation office at 478-750-9338. We are pleased to partner with Macon-Bibb County Board of Commissioners to make Central Georgia an even better place to live!

Sincerely,

[Signature]

Alexandra Leahy  
Program Officer

Enclosure
Through its Community Grant Program, CPCG looks to fund projects that further its mission – to enhance the quality of life for the people of Central Georgia. Projects given priority are ones that are unique in addressing needs not currently being met by existing organizations, reach a broad segment of the community, improve organizational efficiency, encourage self-sufficiency on the part of disadvantaged individuals, encourage matching gifts or enhance fundraising capabilities, and demonstrate collaborations with other non-profit organizations to provide innovative, more efficient approaches to solving community issues.

CPCG is able to award these grants thanks to a few of Central Georgia’s most generous citizens. These wonderful men and women established unrestricted funds, which will be available to benefit the community forever. Unrestricted funds allow the Community Foundation’s Board of Directors the discretion to make grants to address the most urgent needs and opportunities in the community. The following funds make the Community Grant Program possible:

- L. D. and Minnie Lee Brown Fund
- Fickling Family Fund
- Fund for Memorials and Honoraria
- Ross and Geneva Gardner Fund
- General Fund
- William S. Hutchings Fund
- Jones Freeman Ross Family Fund
- Kruger Fund
- Edward Miraglia, Jr. Fund
- Olson Fund
- Hazel Elizabeth Rogers Fund
- John F. Rogers, Jr. Fund
- Emily Walker Fund
- Walters Family Fund
- Zuver Fund
Community Foundation of Central Georgia, Inc.

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
<th>Discount</th>
<th>Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>GE-PR-12197-1</td>
<td>9/12/2014</td>
<td>GRNT- Public Defender's Strategic Plan Phase II</td>
<td>$10,000.00</td>
<td>$0.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total:</strong></td>
<td><strong>$10,000.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$10,000.00</strong></td>
</tr>
</tbody>
</table>

Community Foundation of Central Georgia, Inc.
277 Martin Luther King Jr. Blvd, Suite 303
Macon, GA 31201
(478) 750-9338

SUNTRUST
SunTrust Bank, Middle Georgia
Macon, GA

CHECK DATE | CHECK NO. | CHECK AMOUNT
----------|-----------|----------------
9/12/2014  | 11160     | **$10,000.00**

PAY **Ten thousand and 00/100 Dollars**

TO THE Macon-Bibb County Board of Commissioners
ORDER P.O. Box 4708
OF Macon, GA 31208

````011160 11160 11160````
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF AN EMERGENCY MANAGEMENT PERFORMANCE GRANT PERFORMANCE PARTNERSHIP AWARD IN THE AMOUNT OF $55,752.00 FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY AWARDED TO THE MACON-BIBB COUNTY EMERGENCY MANAGEMENT AGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the Performance Partnership Award is funded by the United States Department of Homeland Security Emergency Management Performance Grant and provides funding to local governments to offset costs associated with operating the local emergency management agency; and

WHEREAS, the Macon-Bibb County Emergency Management Agency (EMA) has been awarded a Performance Partnership Award in the amount of $55,752.00; and

WHEREAS, the grant funds associated with the Performance Partnership Award may be used to provide salaries and benefits, travel, equipment or other expenses required to run the EMA as well as compensation for providing emergency management services to municipalities; and

WHEREAS, the Emergency Management Performance Grant program is administered by the Georgia Emergency Management Agency (GEMA); and

WHEREAS, the Performance Partnership Award includes a requirement of minimum 50 percent (cash and/or in kind) match; and

WHEREAS, the Macon-Bibb County EMA has agreed to accept the grant award with a required local match of funds in the amount of $55,752.00;
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 subgrant award with Georgia Emergency Management Agency in the amount of fifty five thousand seven hundred fifty two dollars and No/100s ($55,752.00) in acceptance of a Performance Partnership Award funded by the United States Department of Homeland Security Emergency Management Performance Grant in substantially the same form as attached hereto as Exhibit "A."

SO RESOLVED this ___ day of _____________, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST: ________________________________

SHEILA THURMOND, CLERK OF COMMISSION

(SEAL)
ADMINISTRATIVE TRANSMITTAL

Ref No (e.g., PO, Quote, Form): EMPG 14

Description: GEMA
STATEMENT OF SUBGRANT AWARD

TO:
☐ Mayor
☐ Clerk of the Commission
☐ Legal
☐ Other

FROM:

DON BRUETT
EMA DIRECTOR

Date: 29 Sept 2014

SUBMITTAL TYPE:
☐ Supplemental Budget Request
☐ Bid Award
☐ Resolution/Ordinance
☐ Other

Certification:
I have verified that all documents contained in this submittal meets all the requirements needed for the action request.

Signature

Approved for Transmittal
Georgia Emergency Management Agency

STATEMENT OF SUBGRANT AWARD

EMP 14

FEDERAL GRANT: Emergency Management Performance Grant
FEDERAL AWARD NUMBER: EMW-2014-0073

STATUTORY AUTHORITY FOR GRANT:
This project is supported under DHS Appropriations Act of 2006 (P.L. 19-90).

FEDERAL AWARD # : 97.042

GRANTEE IMPLEMENTING AGENCY:
Bibb County Emergency Management Agency
Post Office Box 247
Macon, GA 31202

FEI #: 58-6001728

GEMA PROJECT ID: GEM-14-011

START DATE: 07/01/2014
END DATE: 06/30/2015
AWARD DATE: 09/04/2014

SUBGRANT FUNDING:

<table>
<thead>
<tr>
<th>FEDERAL AWARD</th>
<th>LOCAL MATCH</th>
<th>TOTAL PROJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>PPA Base Award</td>
<td>55,752.00</td>
<td>55,752.00</td>
</tr>
</tbody>
</table>

SPECIAL CONDITIONS:
This FY 2014 Performance Partnership Award is funded by the Department of Homeland Security Emergency Management Performance Grant (EPMG) Award and includes a minimum 50 percent (cash and/or in-kind) match requirement. All expenses must be in accordance with the Office of Management and Budget Circulars A-87, A-102 and A-133 (http://www.whitehouse.gov/omb/circulars/index-s1g.aspx), Title 44 of the Code of Federal Regulations Chapter 13 Part 24 (Match requirements) (http://www.gpoaccess.gov/cfr/index.html), and the FY 2014 Emergency Management Performance Grant Funding Opportunity Announcement (http://www.fema.gov/pdf/government/grant/2014/fy14_empg_foa.pdf), and within the period of performance. Federal funds cannot be used to match this award.

To receive FY 2014 funding Grantee:

- must have met the terms of the 2013 Performance Partnership Agreement (PPA)
- must have shown satisfactory progress on the 2013 PPA workplan as determined by their Field Coordinator (FC)
- must have submitted all required 2013 EMGP administrative documents to GEMA
- must have completed NIMSCAST Roll-up for 2013

Payment will not be made until the FY14 PPA Request for Payment Form is approved by the GEMA Director of Field Operations.

Authorized Grantee Official

Robert Reichert
Mayor

Charley English, Director

In order to best ensure that state and local governments are fully prepared to help their citizens in times of emergency, the Macon-Bibb County Government, the Macon-Bibb County Emergency Management Agency, (EMA), and its Director agree to meet the requirements specified in the Official Code of Georgia Annotated (Section 38-3-27), of the Georgia Emergency Management Act of 1981, as amended, the Federal Emergency Management Agency (FEMA) 2014 Emergency Management Preparedness Grant (EMPG) Guidance and the FY14 GEMA-HS EMPG Program Guidance and those rules, regulations and guidelines dictated by the Director of GEMA-HS.

GEMA-HS agrees to provide required and necessary state and federal resources to local governments on a timely basis in response to major emergencies and disasters; a comprehensive training and exercise program for emergency personnel; and other critical situational information. GEMA-HS further agrees to provide funding support to local qualified governments; for appropriate administrative expenses; administer and manage federal and state assistance programs for the benefit of local governments; provide necessary and requested information, advice, recommendations and technical assistance concerning emergency management administrative, operations and planning issues and to eliminate restrictive and unnecessary administrative requirements in managing its responsibilities on behalf of local governments.

APPROVAL and REVIEW

By signing this Performance Partnership Agreement (PPA) the parties agree to work cooperatively in accomplishing the objectives set forth above.

This PPA must be signed by the local EMA Director and the Chief Elected Official (CEO) of the local government and the Director of GEMA-HS. Evaluation of progress will be reviewed by the GEMA-HS Area Field Coordinator. Lack of satisfactory 2013 GEMA PPA/Work Plan progress may be cause for recommendation that eligibility for federal or state assistance be withdrawn.

Donald L. DrBett
Local EMA Director

Robert A. Reichert
City/County CEO

Date

Date

Date

GEMA-HS Director

Date

GEMA-Homeland Security Area Field Coordinator

Date
Georgia Emergency Management Agency
Emergency Management Performance Grant CDFA 97.042

2014 Performance Partnership Agreement (PPA)
Base Award Payment Request Form

Request:
Under penalty of perjury, I certify that to the best of my knowledge and belief that all requirements of the 2014 Performance Partnership Agreement with the Georgia Emergency Management Agency-Homeland Security have been satisfied. I hereby request payment of the Base Award to cover expenses for the period of July 1, 2014 through June 30, 2015.

Award Number: OEM14 - 011

Payee Address:
__________________________________________
Macon-Bibb County

__________________________________________
Attn: Don Druitt

__________________________________________
Post Office Box 247

__________________________________________
Macon, Georgia 31202

__________________________________________
Signature of EMA Director

__________
donald.druitt@macon.ga.us

__________
Email Address

478-832-6300

__________
Phone Number

Recommend Approval:

__________________________________________
Signature of Area Field Coordinator

__________________________________________
Date

Approval:

__________________________________________
Signature of Director of Field Operations

__________________________________________
Date

GEMA-Field Operations
BAPRF-2014
Georgia Emergency Management Agency  
Homeland Security  
Emergency Management Performance Grant (EMPG) CDFA 97.042

FY 2014 Emergency Management Directed Training Award Payment Request Form

Request:
Under penalty of perjury, I certify that to the best of my knowledge and belief that all requirements for the Georgia Emergency Management Agency/Homeland Security (GEMA/HS) FY 2014 EMPG Base Award Application with GEMA/HS have been satisfied. I hereby request the GEMA/HS FY 2014 EMPG Emergency Management Directed Training Award Payment.

Award Number: OEM14- 011

Payee Address:
Macon-Bibb County
Attn: Don Druitt
Post Office Box 247
Macon

Emergency Management Agency
Georgia 31202

Signature of EMA Director macon.bibb.us
donald.druitt@macon.ga.us

Recommend Approval:

Signature of Field Coordinator

Approval:

Signature of Director of Field Operations
EXHIBIT A
CERTIFICATION REGARDING LOBBYING;
DEBARMENT, SUSPENSION, AND DRUG FREE WORKPLACE

Lobbying

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over $100,000, as defined at 44 CFR Part 18, the applicant certifies 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 an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Debarment, Suspension, and Other Responsibility Matters: Drug-Free Workplace

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17 and maintenance of a Drug Free Workplace (44CFR, Subpart F). The applicant certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or locally) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

5. As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Sections 17.615 and 17.620, the applicant certifies it will continue to provide a drug-free workplace per referenced regulations.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:  
   700 Poplar Street  
   Macon, Georgia 31201

   OEm 11-011

2. Application Number and/or Project Name

   58-601728

3. Grantee IRS/Vendor Number

   Robert Reichert  
   Mayor

4. Typed or Printed Name and Title of Authorized Representative

   Robert A. Reichert

5. Signature

6. Date
1. Is there appropriate segregation of duties between employees who are responsible for contracting, accounts payable and cash disbursement? □ Yes □ No

2. Are written policies and procedures for (1) the procurement of goods and services and (2) contracts in place which require that:
   - Contract files document significant procurement history?
   - Procurement methods be authorized including the selection of contract type, contractor, and the basis of the contract price?
   - Procurement through full and open competition be documented?
   - Cost and price analysis be performed on a contract including any contract modifications?
   - A suspension and debarment certification be obtained from each prospective vendor?
   - A suspension and debarment certification be obtained from each prospective vendor?
   - Other applicable requirements for procurement under Federal awards are followed?
     □ Yes □ No

3. Are procurement actions including purchase orders and required bids documented and maintained in the procurement files? □ Yes □ No

4. Is the general ledger or other reliable accounting records the basis for the required Federal financial reports? □ Yes □ No

5. Is the required accounting method (cash or accrual) used to prepare the Federal financial reports? □ Yes □ No

6. Has your organization received $500,000 or more in federal assistance from all federal sources, not just this grant, during your fiscal year? If so, has an audit been performed as prescribed in the Single Audit Act? □ Yes □ No

7. Are Federal financial reports prepared as required within the time imposed by the Federal grantor agencies? □ Yes □ No

8. Does your organization have an accounting system in place which provides for reliable processing of financial information for reporting of Federal awards? □ Yes □ No

9. Is a system of record keeping in place to assure that documentation is retained for the time period required by the recipient? □ Yes □ No

10. Does management take appropriate follow-up action for identified problems or weaknesses in internal controls? □ Yes □ No

Jurisdiction Mason-Bibb County  Date ___________________________

Signature ________________________________  Title ________________
<table>
<thead>
<tr>
<th>Property Description</th>
<th>Value</th>
<th>Date of Value</th>
<th>Serial Number</th>
<th>Reimbursement</th>
</tr>
</thead>
</table>

Only enter items valued at $5,000.00 or more.

Tangible Property Report
2014 EMPG
GEMA / Homeland Security
ADMINISTRATIVE TRANSMITTAL

TO:
☐ Mayor
☐ Clerk of the Commission
☐ Legal
☐ Other

FROM:

DON DRAUT

SUBMITTAL TYPE:
☐ Supplemental Budget Request
☐ Bid Award
☐ Resolution/Ordinance
☐ Other

Date: 29 Sept 2014

Description: Rep. Scott contact information
for CEO Ted Lindsey
www.olaeris.com

Ref No (e.g., PO, Quote, Form):

Certification:
I have verified that all documents contained in this submittal meets all the requirements needed for the action request.

Signature

Approved for Transmittal
Druitt, Donald

From: Druitt, Donald
Sent: Saturday, September 27, 2014 10:30 AM
To: Walker, Dale
Subject: Fwd: Olaeris Research - Macon-Bibb

Dale, if you read the email below and think you might want this forwarded to the Mayor for further action, I be glad to further back brief you.

Signed, Don
PS- the goal would be to get the Drone manufacturing plant here in Bibb County, as well as a local system for Public Safety!

Sent from my iPhone

Begin forwarded message:

From: "McCord, Robert" <mccord@maconbibb.us>
Date: September 27, 2014 at 10:01:25 AM EDT
To: "Druitt, Donald" <DrUitt@maconbibb.us>, "Roberson, Rodney" <roberson@maconbibb.us>
Subject: Fwd: Olaeris Research - Macon-Bibb

Robert D. McCord, C.E.M., COML
Operations Officer
Macon-Bibb EMA

700 Poplar Street
Macon, GA 31201
Main Line: 478-832-6300
Office: 478-832-6303
Cell: 478-737-1539
Fax: 478-751-7440
Robert.mccord@macon.ga.us

Begin forwarded message:

From: "ted1@Olaeris.coin" <ted1@olaeris.com>
Date: September 27, 2014 at 6:30:12 AM EDT
To: "McCord, Robert" <mccord@maconbibb.us>
Subject: Olaeris Research - Macon-Bibb

Robert,

My initial research on Georgia and some pending UAS legislative attempts are looking positive. Nothing has been passed yet and what has been introduced is
broad. This suggests we can help state legislators get on board properly and pick up the slack where they left off. 6000 legislators attended a national conference on the subject in 2013 and returned home, excited about "doing something" with UAS. Most gradually realized they knew nothing about the technology and that it was far more complicated than a brief overview they watched at that meeting. Most also have no reliable advisors and don't know how to proceed. This is where Olaeris stepped in with North Carolina, educated them, co-authored the flight rules and guidelines, and won over a landslide congressional support. Prior to our involvement in NC, state leaders were split 50/50, mired in confusion and conflicting information. After walking them through the dynamics of the UAS issue and dispelling all the rumor and myth they had largely been relying on, the vote swung to about 90% in favor of what we proposed.

I believe we can do the same thing in Georgia and the timing is right. Most states are watching and waiting with the FAA for lack of understanding the issue. Doing so will insure they are left behind. Macon still has time to ride the coat tails of what we are doing in NC and reap economic incentives, not just updated technology. Who can introduce me (by email) to Rep. Austin Scott and any other supportive congressmen? I checked his website and he has no email listed. Also won't accept emails without an address in his district. (short sighted but he's a Jr. congressman). I would like to reach out to him before our call this week. We will also need to discuss Rep. Harry Geisinger (Roswell) and Rep. Tom McCall (Elberton). Both are proponents and could assist with expediting the agenda you want to accomplish (integrating a county wide UAS network and demonstrating 2 minute 911 response capability to the world). However, they could also smell the economic impact opportunity and choose to try moving that agenda to their districts. Without knowing them, I can't say which is more likely. Ultimately, the vast majority of agencies will adopt our technology into routine 911 response over the coming 7 years. They will have to, just to keep up with neighboring capabilities and services, as well as for the cost savings. But the earliest adopters will make a foundation on which the industry will build its momentum and propel forward. Those early integration sites will be the regional offices and headquarters facilities for companies like Olaeris who will need to service multi-state areas.

Macon Bibb is ideally suited to Olaeris as an early contender for integration with a handful of cities that will happen at the same time in other states. In addition, it might be the perfect regional hub for us to serve the SE United States and we can discuss that in our upcoming conference. I will continue research and preparation for our call this week but if you have contact info for Rep. Scott, it would be good to get him in the loop immediately since it's his backyard. I can walk him through everything we have accomplished in NC and show him the path forward as a leader in a new aerospace industry.

Thanks,

Ted Lindsley, CEO
www.olaeris.com
Domesticated UAS Technology ™
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPROVING CHANGES IN MACON-BIBB COUNTY'S GROUP AND HEALTH REIMBURSEMENT ARRANGEMENT (HRA) HEALTH PLANS, INCLUDING DESIGN, ELIGIBILITY AND PREMIUM CONTRIBUTION CHANGES, ATTACHED AS EXHIBIT A; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County currently provides health benefits to its employees and retirees to help protect their health and wellbeing; and

WHEREAS, the increasing costs of such health benefits, coupled with the mandatory budget reductions set forth in the Charter, have the potential to adversely impact the overall financial condition of Macon-Bibb County if such costs are not controlled; and

WHEREAS, changes are required in Macon-Bibb County's group and Health Reimbursement Arrangement (HRA) health plans in order to protect the financial viability of Macon-Bibb County while still providing needed health benefits to Macon-Bibb County's employees and retirees.

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 proposed changes in Macon-Bibb County's group and HRA health plans described in Exhibit A, attached hereto, including design, eligibility and premium contribution changes, are hereby approved; and

BE IT FURTHER RESOLVED that the Mayor is authorized to amend and/or adopt such health plan documents and summary plan descriptions for the group and HRA health plans, and to execute any other documents, as necessary in order to effectuate the changes authorized herein.

BE IT FURTHER RESOLVED that it is Macon-Bibb County's intent to comply with all provisions of the Affordable Care Act.

BE IT FURTHER RESOLVED that Macon-Bibb County reserves the right to modify, revise, amend, or discontinue group and/or HRA health benefits for its employees and retirees at any time.

SO RESOLVED this ______ day of ______, 2014.

__________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

__________________________
SHELIA THURMOND, CLERK OF COMMISSION

(SEAL)
EXHIBIT “A”

This is an overview of the changes to the health plans that we are recommending. This includes changes in the following areas:

- Required contractual changes under the Affordable Care Act (ACA) and the Mental Health Parity and Addiction Equity Act (MHPAEA)
- Recommended contractual changes proposed by Macon-Bibb County
- Pricing of employee and retiree premium contributions
- Eligibility for coverage
- Phasing out Health Reimbursement Arrangement (HRA) Benefits

Only the first item is required; the others are recommendations that will control costs under the Plans and promote equity among all employees.

REQUIRED REGULATORY ACTIONS

Under the ACA, all member cost shares for In-Network Essential Health Benefits services, including plan deductibles, fixed copayments and coinsurance percentages, must be applied to the out-of-pocket maximum, which cannot exceed $6,600 for single coverage and $13,200 for other than single. While this was accomplished for medical services effective 1/1/14, beginning 1/1/15, the out of pocket limits will include prescription drug member liabilities as well.

Macon-Bibb County is already in compliance with the requirements set forth by the Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008 but the Final Rule includes specific additional consumer protections to include:

- Clarifying the scope of transparency required by health plans, including the disclosure rights of plan participants to ensure compliance with the law.
- Clarifying that parity applies to all plan standards, including geographic limits, facility-type limits and network adequacy.
- Eliminating an exception to the parity rule that was determined to be confusing, unnecessary and open to abuse.
- Ensuring that parity applies to intermediate levels of care received in residential treatment or intensive outpatient settings. This is an area where Macon-Bibb plans will see a plan change to introduce covered service for intermediate levels of care (residential treatment). As reference, if a plan classifies care in skilled nursing facilities or rehabilitation hospitals as inpatient benefits, then the plan must likewise treat any covered care in residential treatment facilities for mental health or substance user disorders as an inpatient benefit. In addition, if a plan treats home health care as an outpatient benefit, then any covered intensive outpatient mental health or substance use disorder services and partial hospitalization must be considered outpatient benefits as well.

RECOMMENDED CONTRACTUAL CHANGES: NON-MANDATORY

The following changes help to decrease costs through higher cost sharing, pharmacy controls and new technology.

- Increase Out of Pocket limits by $500 per individual member not to exceed $1,000 per family unit. Again, this serves to offset the addition of Rx co-pays towards the Out of Pocket maximum accumulation.
• Add the following prescription drug formulary edits that will apply to some drugs:
  o **Prior Authorization** - assures proper use and guidelines are followed
  o **Step Therapy** - a process calling for the use of one type of drug before another type is covered.
  o **Quantity Limits** - restricts over-utilization of a medication and unnecessary re-fills
  o **Dose Optimization** - encourages double strength dosage once a day instead of half doses twice daily. Results in lower cost and greater likelihood of remembering to take the dose.

• Add "**Pay the Difference**" logic to further encourage generic drug utilization. When a generic medication is available it will automatically be substituted for the brand prescription unless the doctor indicates "Dispense as Written" (DAW). If there is no DAW indication and the member still insists upon brand medication, the member will pay the applicable co-pay plus the difference in the brand and generic medication.

• Add Blue Cross' **Live Health Online**. This provides online access to a physician 24/7/365 for non-emergency care. Cost to the member is the primary care physician co-pay currently in place. Cost to the plan will be $49 per encounter less the member's co-pay. This is significantly lower than emergency room, urgent care and even primary care office visit charges. We believe this will bring convenience, better productivity, and lower costs to our employees and their families.

**EMPLOYEE AND RETIREE PREMIUM CONTRIBUTION**

Our proposal is to hold the premium per pay period unchanged for Active Employees. However, we plan to make withholdings on a 24 pay period basis instead of the current 26. This will result in per pay period costs going up but the annual costs remaining the same.

Claim costs to the Plan are higher for Retirees than for Active Employees by 50% through the first 8 months of 2014. The monthly cost per employee was $557.69 while the cost per retiree per month was $840.13. Given the need to control costs and the experience that supports it, we are proposing an increase for Retirees of 25% to the net monthly cost after tobacco and wellness discounts. Based on the current participation this would result in annual savings to the Plan of $121,764. The changes are shown on the attached spreadsheet.

**ELIGIBILITY FOR COVERAGE**

As a risk reducing strategy we propose to modify the eligibility rules to be covered under the plan. Specifically we would make the following classifications ineligible for health benefits:

• Retirees who are working elsewhere and have group health benefits available to them.
• Spouses of Active Employees or of Retirees who are working elsewhere and have group health benefits available to them.

**PHASING OUT RETIREE HEALTH REIMBURSEMENT ARRANGEMENT (HRA) BENEFITS**

As method of helping to reduce future OPEB liabilities and promoting equity among all employees, we propose that former Bibb County employees who become eligible to retire from Macon-Bibb County after December 31, 2014, shall be treated the same as all other Macon-Bibb County employees and receive no HRA benefits upon becoming Medicare eligible retirees.
10 H
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MACON-BIBB COUNTY
TRANSIT AUTHORITY FOR THE LEASE OF OFFICE SPACE AT THE TERMINAL
STATION BUILDING FOR USE BY THE MACON-BIBB COUNTY INFORMATION
TECHNOLOGY STAFF; TO AUTHORIZE THE MAYOR TO EXECUTE A MEMO OF
UNDERSTANDING WITH THE MACON-BIBB COUNTY TRANSIT AUTHORITY FOR
THE MACON-BIBB COUNTY INFORMATION TECHNOLOGY STAFF TO PROVIDE
INFORMATION TECHNOLOGY SERVICES TO THE MACON-BIBB COUNTY
TRANSIT AUTHORITY; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Information Technology staff currently occupies
office space at the Terminal Station building in four (4) separate areas of the building; and

WHEREAS, updated lease agreements are needed for the Macon-Bibb Information
Technology staff to continue occupying said space; and

WHEREAS, the proposed lease agreements will be for a period of one (1) year, from
November 1st, 2014 to October 31st, 2015, with successive one (1) year renewals, unless either
party gives notice of termination, and each lease will be in substantially the same form as the
proposed lease attached hereto as Exhibit A; and

WHEREAS, the total square footage of space leased will be nine thousand six hundred
eighty-one (9,681) square feet at a monthly lease rate of eight thousand sixty-seven dollars and
fifty cents ($8,067.50) per month, which is equivalent to approximately ten dollars ($10.00) per
square foot; and

WHEREAS, in addition, the Macon-Bibb County Transit Authority wishes to have the
Macon-Bibb County Information Technology staff provide technical support, including
maintenance, repairs, troubleshooting, and other additional technology services, for the computer
infrastructure utilized by the Macon-Bibb County Transit Authority; and

WHEREAS, the Macon-Bibb County Transit Authority wishes to enter into a Memo of
Understanding with Macon-Bibb County to allow the Information Technology staff to perform
these services based upon an hourly rate to be negotiated by the parties; and

WHEREAS, this resolution will benefit the citizens of Macon-Bibb County and promote
the health, safety, morals and welfare of the citizens of 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 Macon-Bibb County Transit Authority for the lease of office space at the Terminal Station building for use by the Macon-Bibb County Information Technology staff; and

NOW, THEREFORE, BE IT FURTHER 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 memo of understanding with the Macon-Bibb County Transit Authority for the Macon-Bibb County Information Technology staff to provide technical support, including maintenance, repairs, troubleshooting, and other additional technology services, for the computer infrastructure utilized by the Macon-Bibb County Transit Authority.

SO RESOLVED this ___ day of _____________, 2014.

By: ____________________________

ROBERT A.B. REICHERT, Mayor

Attest: __________________________

SHELIA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT A

Proposed Lease Agreement at Terminal Station for IT Office Space
GEORGIA, BIBB COUNTY
LEASE OF SPACE IN TERMINAL STATION

This INDENTURE OF LEASE made and entered this ___ day of October, 2014
by and between

The Macon-Bibb County Transit Authority, a public corporation of the State of Georgia,
hereinafter called "Lessor" and Macon-Bibb County, a political subdivision organized and
existing under the laws of the State of Georgia, hereinafter called "Lessee".

WITNESSETH: That Lessee has this day rented from Lessor and Lessor has rented to
Lessee the following described premises in Macon, Bibb County, Georgia, pursuant to the
following terms, mutually agreed upon by the parties:

Premises 1. That space, commonly known as Suite 202 of the Terminal Station
Building (hereafter, the "Terminal Station") comprising of
approximately 3460 square feet on the 2nd floor of the Terminal
Station located at 200 Cherry Street, said Terminal Station being
more particularly described on Exhibit A which is attached and made
a part hereof.

Term Use 2. For a term of one (1) year commencing November 1, 2014 and
ending October 31, 2015 to be used for no other purpose than general
office and administrative support. Upon the expiration of the original
term, or any subsequent term, this lease agreement shall
automatically renew for successive one year terms unless the Lessee
provides Lessor with notice of its intent not to have the Agreement
automatically renewed at least sixty days prior to the last day of the
then current term. Provided further, Lessor shall also be entitled to
terminate this Lease Agreement if it provides Lessee at least sixty
day notice of its intent to terminate prior to the last day of the then
current term.

Rental 3. Lessee agrees to pay Monthly Rent to Lessor on the first day of
each month beginning November 1, 2014 in the amount of $2,883.33
provided, however, that the rent payable after the second anniversary
of the date of this lease may be increased by written notice from
Lessor to Lessee at least thirty (30) days prior to the effective date of
such increase. Lessee understands and agrees that if Lessor does not
actually receive payment of such rental on or before the due date set
forth in Lessor's notice to Lessee, Lessor shall be entitled to
immediately exercise any and all remedies under Paragraph 21 of this
lease without Lessor being required to give Lessee any notice of or
opportunity to cure such default. If Lessee shall fail to pay any
amounts due hereunder within five (5) days from and after the same
shall become due and payable, then, (a) interest shall accrue thereon
from the fifth day after said due date, to be paid by Lessee, at the
lesser of either the "prime rate" (as from time to time set forth in the
Money Rates column of the Wall Street Journal) plus five percent
(5%) per annum, or the rate which is the highest legal limit
enforceable under applicable law for such interest, and (b) a late
charge shall be imposed with respect to such late payment, which late
charge shall be $100.00.

Lessor shall provide:

4. A. If elevators exist, reasonable elevator service if applicable on
Mondays through Fridays from 8:00 A.M. to 5:00 P.M., and on
Saturdays from 8:00 A.M. to 1:00 P.M., legal holidays by Lessor
excepted, with at least one elevator operating at all times.

B. Reasonable heating and air conditioning on Mondays through
Fridays from 8:00 A.M. to 5:00 P.M., and on Saturdays from 8:00
A.M. to 1:00 P.M., legal holidays excepted. Lessor reserves the right
to prohibit the installation, use, or continued use by Lessee of any
machines or equipment which generate heat, unless and until
arrangements are made by Lessee, acceptable to Lessor, to install
supplementary air conditioning equipment in the demised premises,
the installation, maintenance, and operation of which shall be at the
sole expense of Lessee.

C. General cleaning and janitorial service for common areas of
building. Lessor shall not be obligated to remove unreasonable
amounts of rubbish or trash resulting from activities of Lessee.

D. Electricity and water, but only in such amounts as are
reasonable for the use for which the demised premises are leased.

5. Lessor shall pay water, sewer, gas, electricity, fuel light, heat and
power bills for leased premises, or used by Lessee in connection
therewith.
6. Lessor shall pay fees for the collection of garbage or shall otherwise arrange for such collection.

7. Telecommunication services (voice, data, internet) will be provided by Macon-Bibb County (Lessee) at competitive market rates. Cost of services will be in addition to the Monthly Rental.

8. A. Lessor agrees to keep in good repair the heating and air conditioning systems, the roof, foundations, load bearing walls, structural walls and exterior walls of the premises, the building parking areas, the public areas, the landscaped areas, and underground utility and sewer pipes outside the exterior walls of the Building, except repairs rendered necessary by the negligence of Lessee, its agents, employees, or invitees. Lessor gives to Lessee exclusive control of premises and shall be under no obligation to inspect said premises. Lessee shall promptly report in writing to Lessor any defective condition known to it, which Lessor is required to repair, and failure to report such defects shall make Lessee responsible to Lessor for any liability incurred by Lessor by reason of such defects.

B. Lessee accepts the leased premises in their present condition and as suited for the uses intended by Lessee. Lessee shall, throughout the initial term of this lease and all renewals thereof, at its expense, maintain in good order and repair, the leased premises, except those repair expressly required to be made by Lessor. Lessee agrees to return said premises to Lessor at the expiration, or prior termination, of this lease in good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

9. Lessee shall make no alterations or additions in or to the demised Premises without first obtaining Lessor's written consent. All alterations or additions, excluding the movable office furniture and equipment of Lessee, but specifically including all carpeting and paneling, shall become the property of Lessor and shall remain upon or in said premises at the termination or expiration of this lease in any manner, all without payment of compensation to Lessee. However, Lessor may, at Lessor's option, at any time while this lease is in force or within 15 days thereafter, notify Lessee in writing to restore the premises in any respect to the same condition that they were in the beginning of this lease, whereupon Lessee shall be obligated to so restore the premises before the expiration of this lease, within a reasonable time after such notice is given, whichever is later.

Any alterations desired to be made by Lessee or required to be made pursuant to any local, city, county, state or federal laws, rules,
ordinance, statutes or regulations will be done at Lessee’s sole costs and expense. All alterations will be aesthetically and structurally compatible with the original building construction and be done in a good and workmanlike manner and in compliance with all applicable laws.

10. Lessee hereby accepts the demised premises in their present condition and acknowledges that no representation or warranty as to the condition of the premises has been made to it. Lessor shall have no obligations to make repairs to the demised premises or the building in which it is located except to keep the roof of the building in good repair, to make structural repairs to the building, to keep in good repair the common hallways and other common facilities and areas provided in the building, the elevators and the plumbing and the wiring and air conditioning systems.

11. Lessor shall at its expense keep the demised premises free from termites, powder post beetles and similar wood destroying insects. Lessee shall at its expense keep the demised premises free from all other insects, rodents and pests.

12. Lessee hereby releases Lessor and the officers, agents, employees of either from any and all liability for injury or damage to persons or property arising from any cause whatsoever on or about the demised premises or on or about the Lessor's property of which the demised premises are a part. Lessee hereby agrees to indemnify and hold harmless Lessor and its officers, agents and employees of either, from and against any and all liability and costs including, but not limited to, reasonable attorney fees caused by or related to damage to person or property of any person whatsoever arising on the demised premises or from Lessee's use of the premises or caused by the negligence or intentional fault of Lessee, its officers, agents, servants, customers or invitees. Anything to the contrary herein notwithstanding, this paragraph shall not indemnify or hold harmless the promisee or indemnitee against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the promisee, his agents, or employees or indemnitee. This paragraph shall also be inapplicable to the extent any injury or damage is caused by the intentional fault of the promisee or indemnitee. The provisions of this paragraph shall control any provision in this lease that would otherwise require Lessor to repair any damage.

13. Lessee agrees to maintain public liability insurance with a single limit of not less than $2,000,000.00 with a company approved by Lessor. Such insurance shall be written in such form as to protect Lessor, Lessee, and their officers, agents and employees, from liability and as to require ten days written notice to Lessor before cancellation, change of any party protected therein, or non-renewal. Lessee shall furnish to Lessor upon demand, and from time to time,
certificates evidencing the existence of such insurance and/or copies of the policies.

All of the aforementioned insurance shall be placed with an insurance company whose financial condition and policy forms are acceptable to Lessor and shall be endorsed to cover the liability assumed by Lessee under the provisions of this lease.

Lessee shall further carry, at Lessee's sole cost and expense, all-risk hazard insurance for the full replacement value of all Lessee's improvements located on the premises. Such insurance shall be in the name of Lessor and Lessee as their interests may appear, and shall name Lessor as loss payee.

14. At the end of the term, Lessee shall surrender the demised premises in as good condition as they are now in, excepting only fair wear and tear, and such defects as Lessor is expressly obligated hereinunder to repair. All alterations and improvements, except trade fixtures put in at Lessee's expense, shall be surrendered with the premises, subject to the provisions of paragraph 4-B hereof.

15. In the event that the demised premises or the building in which they are located are damaged, or destroyed; or Lessor is prevented by any cause beyond his control not specifically mentioned herein from giving possession of all or a portion of the demised premises for all or any portion of the term, this lease shall remain in full force and effect. In such event the rent shall be reduced in proportion to the interference with Lessee's use occasioned thereby, but Lessor shall not be liable for any damages occasioned thereby. In the event of any damage or destruction, Lessor shall restore the premises and/or the building within a reasonable time or may, at its option cancel this lease if in Lessor's reasonable estimation the results of such damage or destruction cannot be materially restored within 90 days of the occurrence of the same. Lessor must exercise its option to cancel by written notice to Lessee given within 90 days of the occurrence of such damage or destruction. In the event that all of the demised premises or the building or such portion thereof as renders them worthless or substantially worthless for the uses permitted hereunder, is taken through exercise of the power of eminent domain or sold to the possessor of such power under threat of its exercise, this lease shall terminate. If any lesser portion is so taken or sold, the rent shall be reduced in proportion to the interference with Lessee's use occasioned thereby.

16. Lessee shall comply with all laws, ordinances, rules, and regulations of all governmental agencies. Lessee agrees not to have
the premises unoccupied nor commit nor permit any act which will vitiate fire and/or other casualty insurance on the premises or increase the rate.

17. Lessee shall have full control and possession of the demised premises; however, Lessor shall have the right to enter at reasonable times to inspect the premises and make repairs including the right to make repairs and replacements which the Lessee is obligated to make and charge the cost to the Lessee.

18. Lessor hereby reserves all advertising and sign privileges on all or any portion of the demised premises and on the building and adjacent property of which the demised premises is a part. Lessee shall have no right to install any sign on any portion of the demised premises, unless the written approval of Lessor be first obtained. Any sign installed by Lessee must be maintained in good condition throughout the term of this lease. Lessee shall have the right to be identified on any directory or monument sign provided by Lessor for the purpose of identifying all occupants of the building on the demised premises. Lessor shall have the privilege of carding the premises "For Lease" or "For Sale" at any time within 90 days previous to the expiration of this lease and the right during said time to exhibit and show the premises during reasonable hours or upon six hours notice to Lessee.

19. Regardless of the length of the term hereof, this agreement shall create the relationship of Landlord and Tenant; no estate shall pass out of Lessor; Lessee has only a usufruct, which is not subject to levy and sale and is not assignable by Lessee, except as expressly set forth in the next paragraph hereof.

20. Lessee has no right or power to assign, mortgage, or pledge this lease, or to sublet the whole or any part of the premises for all or any part of the term hereof or to place any tenant, sub-tenant, or licensee upon said premises without first obtaining the written consent of Lessor. However, Lessor shall have the right to assign the Lease at its sole discretion.

21. If Lessee remains in possession of the demised premises after the expiration of the term hereof with the acquiescence of Lessor and without any distinct agreement between the parties, Lessee shall be a tenant at sufferance and there shall be no renewal of this lease by operation of law.

22. Lessee hereby waives all right to the benefit of any and all homestead or exemption laws and conveys and assigns to Lessor or his assigns a sufficient amount of such homestead or exemption as may be allowed in the event of bankruptcy to pay all sums and
damages owed hereunder by Lessee to Lessor, and Lessee hereby
directs the trustee in bankruptcy to deliver to Lessor a sufficient
amount of any property or money claimed as exempt to pay such
amounts and damages in full.

23. A. If Lessee:
1. shall fail to pay any remit on or before the due date (specifically
   including any additional rentals specified herein) or
2. shall make an assignment for the benefit of his creditors, or shall
   make an assignment for the benefit of his creditors, or
3. shall be adjudged a bankrupt by any court, voluntarily, or
   involuntarily, or
4. have a receiver or trustee appointed to take charge of custody of
   all or any portion of Lessee's property, voluntarily, or involuntarily,
   or
5. shall assign, mortgage or encumber this lease or sublet the whole
   or any part of the demised premises in violation of the terms of this
   lease, or
6. shall vacate or fail to occupy time premises for more than thirty
   (30) days, or
7. shall fail to perform or observe any other covenant, agreement, or
   requirement of this lease not previously mentioned in this paragraph
   and such failure continue for 20 days after written notice is given by
   Lessor to Lessee;

Lessor shall have the right, at its option, to declare the rental
payments (including any additional rentals) for the entire term of this
lease to be immediately due and payable and/or immediately
repossess the premises and remove therefrom Lessee, his agents,
employees, servants, licensees, and other persons and any and all
property, with or without legal process, and/or to relet the premises
for the account of Lessee, charging the Lessee for the difference
between the rent specified in this lease over the amount of rental that
can be obtained through reasonable diligence by such reletting and/or
declare this lease void. No action taken by Lessor in the event of
default shall relieve Lessee from his obligation to pay rent as
specified in this lease agreement.

B. In the event of any default by Lessee, calculations of the damages
payable to Lessor shall not be limited to the fixed rental specified
herein but shall be calculated on the amount of any additional rental
specified herein that would have been payable to Lessor if any
business permitted under the terms of this lease had been operated
with reasonable diligence from the premises.

C. In the event of any default by the Lessee, Lessee shall pay to
Lessor, in addition to all other damages, a sum equal to 15% of the
rent, late fees and such other damages as a reasonable attorney's fee.
D. All remedies specified herein are in addition to any and all others authorized by law or in equity.

24. Whenever any notice, request, or demand is required or permitted under this lease, the same shall be in writing and may be served by depositing the same postpaid in the United States Mail, to be sent, at the election of sender, by either first class or certified mail,

If addressed to the Lessor:

Macon-Bibb County Transit Authority
200 Cherry Street
Macon, GA 31201

If addressed to the Lessee:

Macon-Bibb County
Chief Administrative Officer
City Hall, 700 Poplar Street
Macon, Georgia 31201

or at such other address that either party may hereafter furnish to the other in writing as the address under this section.

25. The titles placed on this lease are for convenience only and shall be disregarded in construing this lease.

26. The agreement shall be binding upon and inure to the benefit of the parties hereto and their respective executors, administrators, heirs, devise, legatees, next-of-kin, successors and assigns.

27. If for any reason whatsoever, whether or not attributable to the fault of the Lessor, Lessor is unable to deliver possession of the demised premises to the Lessee at the commencement term of this lease, Lessor shall not be liable to Lessee in any way for damages and this lease shall not terminate; however, Lessee shall have no obligation to pay rent hereunder until possession of the demised premises is delivered to Lessee, and the term of this lease shall be deemed to be postponed, by postponing the beginning and ending dates of the term and any renewal terms by an amount of time equal to such delay in delivering possession.
28. No security deposit is required.

29. Lessee, its employees, contractors, agents, invitees and visitors shall observe faithfully and comply strictly with the Rules and Regulations Lessor may from time to time reasonably adopt for the safety, care and cleanliness of the Office Building and for the preservation of good order and health therein, including but not limited to any regulations regarding smoking. Lessor shall not be liable to Lessee for any violation of the Rules and Regulations, or the breach of any covenant or condition in any lease, by any other tenant in the building or Office Building.

30. If the rent payable for any month is paid and accepted after the tenth day of the month, a late charge fee equal to five percent (5%) of all monthly rents owed will be due.

31. Lessee agrees to subordinate this lease to the operation and effect of any security deed or similar instrument which may now or hereafter exist on all or any portion of the Office Building provided that any such subordination agreement provides that the holder and any purchaser (including holder) at any form of foreclosure sale or by deed in lieu of foreclosure will recognize Lessee as its tenant and not disturb tenant's quiet possession of the premises. Lessee further agrees to execute such certificates relating to the form or status of the lease as any such holder may reasonably request.

32. In the event that title to the Office Building and/or the demised premises is acquired by any other person Lessee agrees to atorn to, and recognizes Lessor, any such successor in title and to execute any document that may be proper to evidence the same.

33. It is understood and agreed that Lessor shall have no personal liability in respect to any of the covenants, conditions or provisions of this lease; in the event of a breach or default by Lessor of any of its obligations under this lease. Lessee shall look solely to the equity of the Lessor in the Office Building.

None.
IN WITNESS WHERE the parties hereto have set their hands and affixed their seals the day first above written.

MACON–BIBB COUNTY TRANSIT AUTHORITY

By: ____________________________
    Richard L. Jones, Gen. Mgr/CEO

MACON-BIBB COUNTY

By: ____________________________
    Mayor Robert Reichert

Attest: __________________________
        Sheila Thurmond, Clerk of Commission

Sworn to and subscribe before me this _____ day of ________, 2014.

Notary Public, State of Georgia
My Commission Expires: ________
EXHIBIT "A"
LEGAL DESCRIPTION

All that parcel of land in the City of Macon, Bibb County, Georgia, composed of parts of Squares Nos. 35 and 25, part of the "Old Courthouse Square", and parts of what were laid out originally as public alleys within said squares and as public streets adjacent to said squares, being all of the property designated as PARCEL "A", PARCEL "C" PARCEL "D-1A", and PARCEL "D-18" upon a plat prepared by S. J. Gostin Co., Inc. dated March 9, 1982, last revised June 7, 1984, and being described according to said plat as follows:

Beginning at a stud marking the point where the original southwest line of Cherry Street is intersected by the southeast line of Fifth Street as relocated by the grants of encroachments aggregating 50 feet into Fifth Street and from this point extending along Fifth Street and from this point extending along Fifth Street N 35'10"29' E 311.17 feet to a stud; thence S 54'55"33' E 4.78 feet to a stud; thence N 35'04"16' E 54.29 feet to a stud; thence following the area to the left in the right of way of Fifth Street 251.77 feet to an iron pipe which is located 246.18 feet N 15'02"26' E of the last mentioned stud; thence following the area to the right in the right of way of Fifth Street 115.77 feet to an iron pipe located 107.95 feet N 31'51"21' E of the last mentioned iron pipe; thence following the area to the left in the right of way of Fifth Street 264.17 feet to an iron pipe located 261.62 feet N 54'55"02' E of the iron pipe marking the last point of departure; thence S 35'11"22' W 39.12 feet to an iron pipe; thence @ 54'48"38' E 203.37 feet to an iron pipe; thence S 32'17"46' W 121.87 feet to an iron pipe; thence continuing S 39'17"46' W 122.27 feet to an iron pipe; thence S 35'09"47' W 785,13 feet to an iron pipe; thence N 54'40"54' W 138.51 feet to an iron pin; thence S 68'07"19' W 48.62 feet to an iron pin; thence N 54'40"12' W 15.76 feet to a stud on the present south line of Fifth Street; thence along Fifth Street N 35'10"25' E 487.46 feet to a stud; and thence N 54'49"31' W 10.00 feet to the stud marking the point of beginning.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN MACON-BIBB COUNTY AND CONDITIONED AIR, INC. FOR ($161,105.00) FOR THE INSTALLATION AND REPLACEMENT OF HVAC SYSTEMS AT VARIOUS RECREATION CENTERS IN MACON-BIBB COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Parks and Recreation Department is responsible for the operation, maintenance, and capital improvements to the various public parks and recreation areas in and around Macon-Bibb County, Georgia; and

WHEREAS, the Macon-Bibb County Parks and Recreation Department operates the Rosa Jackson Center, the East Macon Center, and the Bloomfield Gym; and

WHEREAS, the Rosa Jackson Center’s various facilities require improvements to their HVAC systems including but not limited to new furnaces and new condensing units, new heat pumps, and new cooling units; and

WHEREAS, the East Macon Center requires improvements to its HVAC systems including but not limited to new gas furnaces and new condensing units; and

WHEREAS, Bloomfield Gym requires improvements to its HVAC systems including but not limited to new heat pumps and caging units, new wiring, and a new service attachment point for electrical service; and

WHEREAS, Conditioned Air, Inc. is already providing services to Macon-Bibb County under a previous service agreement with the former Bibb County to upgrade and improve HVAC systems at other recreation facilities within Macon-Bibb County; and

WHEREAS, based on the existing contract and Macon-Bibb County’s preference to maintain continuity of services throughout the various recreation centers, this contract is deemed to be a sole source contract; and

WHEREAS, Conditioned Air, Inc. has estimated the costs for the HVAC improvements to the named recreation centers will be $161,105.00; and

WHEREAS, the funding source for these HVAC improvements will be SPLOST funds earmarked for parks and recreation.
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 Conditioned Air, Inc. in the amount of one hundred sixty one thousand one hundred five dollars and No/100s ($161,105.00) to provide HVAC improvements to the Rosa Jackson Center, East Macon Center, and Bloomfield Gym recreation facilities in substantially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this _____ day of ________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: 
SHEILA THURMOND, CLERK OF COMMISSION

(SEAL)
September 9, 2014
Reginald Moore
Macon-Bibb County Recreation Dept.

Macon, GA.

Dear Reggie
This letter contains Conditioned Air Inc’s estimates for replacing the HVAC systems at the various recreation centers per your request. We submit the following for your consideration.

**Rosa Jackson Center Offices Systems Recreation Rooms $10,630.00**
Furnish and install two new split system heat pumps to match the capacities of the existing units.

**Rosa Jackson Offices $9,300.00**
Furnish and install two new gas furnaces and two new condensing units to match the existing systems serving this area.

**Rosa Jackson Gym $30,975.00**
Furnish and install two new 15 ton Trane cooling only units to replace the existing Trane units.

**East Macon Center Office units $18,300.00**
Furnish and install three new gas furnaces and three new condensing units.

**Bloomfield Gym $91,900.00**
Furnish and install two package heat pump units to match the units we have installed in the other gyms we have completed to date. These systems shall include all items and cages installed per the drawings for the original HVAC systems. This price includes the power wiring required for the additional electrical loads for the new units. This will require setting a new 25 foot pole adjacent to Georgia Power's existing electrical service entrance to provide a new service attachment point for the power company. Bore new service laterals underneath the drive way to a new 600 amp main lug. Connect the existing 400 amp panels inside the building to the new service.

All new systems shall include the necessary duct, refrigerant piping, electrical power wiring and low voltage wiring to connect the new units to the existing HVAC systems. New low voltage programmable thermostats to match the ones installed on all the new systems.

I have not had a chance to revisit North Macon and Frank Johnson to evaluate the office systems. I will do this and get back to you on the pricing to replace those systems.

[Company Website]
Upon review of the above estimates if you have any questions or need additional information please contact me @478-742-8768.

We appreciate the opportunity to prepare these estimates for you and look forward to working with you on these projects.

Respectfully

Ronnie Bradshaw
Commercial Sales
CONTRACT FOR CONSTRUCTION

The work required by this Contract is for the following project, hereinafter identified as the "Project":

Project Name:
Project Address:
City/State/Zip:
Project ID #:
General Project Description:

Table of Contents

Article 1 Representations
Article 2 Notices
Article 3 Definitions
Article 4 Relationship of the Parties
Article 5 Contract Documents
Article 6 Scope of Contractor's Project
Article 7 Compensation for Contractor
Article 8 Personnel, Subcontractors, and Suppliers
Article 9 Construction Schedule
Article 10 Bonds
Article 11 Contractor's Duties, Obligations and Responsibilities
Article 12 Goods, Products, and Materials
Article 13 Submittals
Article 14 Contractor's Quality Assurance
Article 15 Changes to the Project
Article 16 Claims and Liens
Article 17 Project Architect
Article 18 Substantial and Final Completion
Article 19 Contractor's Warranties and Guaranties
Article 20 Owner's Duties, Obligations and Responsibilities
Article 21 Construction Time
Article 22 Concealed and Unforeseen Conditions
Article 23 Contractor's Records
This Contract for General Construction Services is entered into between:

Owner
Owner's Name: Macon-Bibb County, Georgia
Owner's Address: 700 Poplar Street
P.O. Box 247
City/State/Zip: Macon, Georgia 31202-0247

Contractor
Contractor's Name: Conditioned Air, Inc.
Contractor's Address: P.O. Box 4023
241 South Street
City/State/Zip: Macon, GA 31208

This Contract is executed under seal, and shall be effective on the date signed by the last party to do so.

AUTHORIZED REPRESENTATIVES:

The authorized representatives and addresses of Owner, Architect, and Contractor are:

Owner's Representative
Name: Robert A. B. Reichert, Mayor
Address: P.O. Box 247, 700 Poplar Street
City/State/Zip: Macon, GA 31201

Architect's Representative

Contractor’s Representative
Conditioned Air, Inc.
Albert McKay, President
241 South Street
Macon, GA 31208

THEREFORE, in consideration of the mutual promises, covenants and agreements herein and other good and valuable consideration, the sufficiency of which is acknowledged, Owner and Contractor agree:

ARTICLE 1: REPRESENTATIONS

Contractor makes the following express representations to Owner:

1.1 Contractor is professionally qualified to act as Contractor for the Project and is licensed to perform construction by all public entities having jurisdiction over Contractor and the Project;

1.2 Contractor has and shall maintain all necessary licenses, permits or other authorizations necessary to act as Contractor for the Project until Contractor’s duties have been fully satisfied;

1.3 Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed;

1.4 Contractor assumes full responsibility to Owner for the negligent or willful acts and omissions of Contractor’s employees, Subcontractor’s or others employed or retained by Contractor;

1.5 Contractor has reviewed and familiarized itself with this Contract and is bound thereby;

1.6 Contractor represents that it is experienced in the type of labor and services, is qualified, willing and able to perform general construction services for the Project, and has the expertise and ability to provide construction which will meet Owner’s objectives and requirements, and which will comply with the requirements of all applicable governmental, public authorities and agencies.

ARTICLE 2: NOTICES

2.1 Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; delivered by facsimile; sent by U.S. Mail, postage prepaid, or sent via email. All notices shall be given to the authorized representatives at the addresses above. Notices that are hand delivered, delivered by facsimile, or sent by email shall be deemed given as of the first business day after the date of delivery. Notices given by U.S. Mail shall be deemed given as of the third business day following the date of posting.

ARTICLE 3: DEFINITIONS

The following words and phrases have the following meanings:

3.1 Project - The Project shall be as described above.
3.2 **Compensation** - Compensation shall be the fixed fee and unit prices, if any, as designated in Article 7.1 to be paid to Contractor for Services by Contractor.

3.3 **Change Order** - a written order to Contractor executed by Owner and Architect directing a change in the Project, and may include a change in the Contract Amount or the time for Contractor's performance, or any combination.

3.4 **Site** - The geographical location of a Project, defined by legal boundary lines, and the location characteristics including, but not limited to, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, existing buildings and improvements, and service and utility lines.

3.5 **Work** - Any and all construction machinery, documents, equipment, facilities, fixtures, furnishings, goods, items, labor, licenses, management, materials, permits, products, services, supervision, supplies, systems, taxes, testing, tools, utilities, transportation, vehicles, and water, required to be performed or supplied and/or necessary for proper execution and completion of the Project, or some portion thereof, whether or not incorporated or to be incorporated into the Project.

### ARTICLE 4: RELATIONSHIP OF THE PARTIES

4.1 **Architect** - Architect’s performance of services shall be as an Architect consultant to Owner to carry out the activities of Project design and construction administration and to provide the technical documents and supervision to achieve Owner’s Project objectives. Architect will deal with Contractor on all design and technical matters, and will administer this Contract for General Construction Services. Unless otherwise directed by Owner, Owner and Contractor shall communicate with each other in the first instance through Architect. Owner’s instructions to the General Contractor will be issued through Architect.

4.2 **Other Consultants** - Owner may provide drawings, consultation, recommendations, suggestions, data and/or other information relating to the Project from other consultants, including: Land Surveying Consultant, Geotechnical Consultant, and/or Materials Testing Consultant.

4.3 **Contractor**:

4.3.1 Contractor shall, in consultation with Owner, Architect, Owner's Representatives and their Subcontractors, implement and maintain a spirit of cooperation, collegiality and open communication among the parties so the goals and objectives of each are clearly understood, potential problems are resolved promptly, and, upon completion, the Project is deemed a success by all parties.

4.3.2 Contractor shall provide Owner a list of the proposed key project personnel of Contractor and its Subcontractors to be assigned to the Project. The key project personnel are defined as the Project Principal, Senior Project Manager, Project Manager, Project Engineer, Superintendent, and Assistant Superintendent. This list shall include such information on Contractor background of each of the assigned personnel as may be requested by Owner's Representative. Such key personnel and consultants shall be satisfactory to Owner and shall not be changed except with the consent of Owner unless said personnel cease to be in Contractor's (or its subcontractors, if applicable) employ.

4.3.3 All agents and Employees of Contractor and their Subcontractors shall wear identification badges provided by Contractor at all times that they are on Owner’s property. The identification badge shall display the company name and telephone number and the employee name.

4.3.4 Contractor agrees that should consultants provide any estimating or scheduling assistance, cost or time control recommendations or other consultation, recommendations or suggestions, any or all such activities shall in no way relieve Contractor of the responsibility of fulfilling its obligations and responsibilities under this Agreement.

### ARTICLE 5: CONTRACT DOCUMENTS

4 of 27
5.1 The Contract for General Construction Services (Contract) is comprised of the following:

This Agreement, including all attached documents, appendices and addenda;

Special conditions, if any;

Bid submitted by Contractor and accepted by Owner;

The Drawings, Specifications, and all Addenda now existing or issued hereafter;

Any amendments or addenda executed by Owner and Contractor hereafter;

Approved Change Order(s) or field orders; and

Additional documents listed hereafter, if any.

Documents not contemplated in this Article do not, and shall not, form any part of this Contract.

5.2 Owner shall furnish Contractor with 3 sets of drawings and specifications and one CD-ROM with drawing and specification files in PDF format. Any additional copies of the Contract Documents required by Contractor for execution of the Project shall be made by Contractor at its cost and expense from the reproducible sets, or electronic media furnished by Owner.

5.3 Architect shall prepare documents for the Project, including the plans and specifications, which are to be complete, accurate, coordinated, and adequate for bidding, negotiating and constructing the Project. Owner makes no representation or warranty to Contractor concerning such documents. Contractor represents that it has not relied, and will not rely, upon any representations or warranties by Owner concerning such documents, as no such representations or warranties exist.

5.4 In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract for General Construction Services, the following shall control: As between figures given on plans and scaled measurements, the figures shall govern; As between large-scale plans and small-scale plans, the large-scale plans shall govern; As between plans and specifications, the requirements of the specifications shall govern; As between this document and the plans, specifications, general conditions or general requirements, this document shall govern.

5.5 Shop drawings and other submittals from Contractor or its Subcontractors and Suppliers do not constitute a part of this Contract for General Construction Services.

ARTICLE 6: SCOPE OF PROJECT

6.1 Contractor shall provide all management, supervision, financing, goods, products, materials, equipment, systems, labor, services, permits, licenses, construction machinery, water, heat, utilities, transportation and any and all other facilities necessary for the proper execution and completion of the scope of the Project per all of the terms and conditions of this Contract. The general nature of the scope of Project that Contractor is to complete is briefly described as follows:

6.1.1 See Exhibit A – Scope of Work

ARTICLE 7: COMPENSATION FOR CONTRACTOR

7.1 Owner shall pay Contractor, as full and complete payment for the General Contractor's timely and complete performance of its obligations hereunder, the fixed contract amount of $161,105.

7.2 Within fourteen (14) days after execution of this Contract, Contractor shall prepare and present to Owner's Representative and Architect, Contractor's Cost Loaded Schedule per the Specifications. It shall be presented in the format, and with such detail and supporting information, specified in this Contract. Contractor shall not artificially inflate any element of its Cost Loaded Schedule. Upon Architect's acceptance, the Cost Loaded Schedule shall be used as back-up to process and pay Contractor's requests for payment. The Cost Loaded Schedule shall not be changed without written change order authorized by Owner.
7.3 Within thirty (30) days after receipt by Owner of Contractor's approved invoice, Owner shall pay Contractor ninety percent (90%) of the amount approved by Architect, withholding the balance as retainage, unless there is a dispute about the amount of compensation. The thirty (30) days after receipt of the approved invoice is defined as the Payment Date.

7.4 This paragraph intentionally left blank.

7.5 At least every thirty (30) days after commencement of performance, but no more frequently than once a month, Contractor shall submit invoices to Architect on AIA Documents G702 and G703 (Application and Certificate for Payment) requesting payment for labor and services rendered during the preceding thirty days. Each invoice shall contain such detail and be backed up with supporting information Architect requests and shall at a minimum state:

7.5.1 Projected total Contract Amount (listed as the Bid Amount);

7.5.2 Amount due for labor, materials and equipment incorporated into the Project; and with respect to amounts invoiced for materials or equipment necessary for the Project and properly stored at the Site (or elsewhere if offsite storage is approved in writing by Owner), be accompanied by written proof that Owner has title to such and that such material and equipment is fully insured against loss or damage;

7.5.3 A breakdown of the various phases or parts of the Project as related to the Contract Amount;

7.5.4 The value of the various phases or parts of the Project actually performed;

7.5.5 Previously invoiced amounts and credit payments made;

7.5.6 The total amount due, less the amount of retainage;

7.5.7 And shall also have attached such lien waivers (partial or final) and other documentation verifying Contractor's payment to subcontractors and suppliers.

7.6 Architect will review Contractor's applications for payment, including such accompanying data, information and schedules as the Contract requires, to determine the amounts due Contractor, and based on such review, together with its inspections of the Project, shall authorize payment by Owner to Contractor in writing. Such authorization will constitute Architect's certification to Owner that:

7.6.1 The Project described in Contractor's invoice has progressed to the level indicated and has been performed per the Contract;

7.6.2 All necessary and appropriate lien waivers have been submitted;

7.6.3 The amount requested is currently due and owing to Contractor.

7.7 Architect's approval of Contractor's invoice shall not preclude Owner from exercising any of its remedies under this Contract. In the event of a dispute, payment shall be made on or before the Payment Date for amounts not in dispute, subject to any reductions made by Owner. Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to Contractor due to:

7.7.1 Contractor's failure to perform the work required per this Contract;

7.7.2 Contractor's failure to correctly and accurately represent the Project performed in a payment request, or otherwise;
7.7.3 Contractor’s performance of the Project at a rate or in a manner that, in Owner’s opinion, is likely to result in the Project or any portion of the Project being inexcusably delayed;

7.7.4 Contractor’s failure to use funds paid Contractor by Owner, to pay Contractor’s Project-related obligations including, but not limited to, Contractor’s subcontractors, materialmen, and suppliers;

7.7.5 Claims made, or likely to be made, against Owner or its property;

7.7.6 Loss caused by Contractor or Contractor’s subcontractors, or suppliers;

7.7.7 Contractor’s failure or refusal to perform any of its obligations to Owner.

7.8 If after thirty (30) days from the Payment Date, Owner without cause fails to pay Contractor amounts then due to Contractor, Contractor shall have the right, in addition to all other rights and remedies contained herein, to cease performance of work on the Project until receipt of proper payment after first providing thirty (30) days’ written notice to Owner of its intent to cease work.

7.9 All prior payments, whether based on estimates or otherwise, may be corrected and adjusted in any subsequent payment and/or the final payment. If any invoice contains a defect or impropriety which would prevent payment by the Payment Date, Owner shall notify Contractor in writing of such defect or impropriety. Any disputed amounts determined by Owner to be payable to Contractor shall be due thirty (30) days from the date that the dispute is resolved.

7.10 Interest shall accrue on amounts owed by Owner to Contractor which remain unpaid thirty (30) days following the Payment Date, as defined in Article 7.3. Said interest shall accrue at the discounted ninety-day U.S. Treasury bill rate as established by the Weekly Auction and as reported in The Wall Street Journal on the weekday following each such Weekly Auction.

7.10.1 No interest shall accrue when payment is delayed because of a dispute between Owner and Contractor, or a dispute as to the accuracy or completeness of any request for payment received. This exception to the accrual of interest shall apply only to that portion of a delayed payment which is actually the subject of the dispute and shall apply only for the duration of such disagreement. Nor shall interest accrue on retainage which is withheld to assure performance of this Contract.

7.11 Contractor expressly warrants and guarantees to Owner that:

7.11.1 Title to all goods, materials, equipment and systems covered by an invoice will pass to Owner by incorporation into the Project or on receipt of payment by Contractor, whichever occurs first;

7.11.2 All goods, materials, equipment and systems covered by an invoice are free and clear of liens, claims, security interests or encumbrances;

7.11.3 No goods, materials, equipment or systems covered by an invoice have been acquired by Contractor, or its subcontractors or suppliers, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by Contractor, or its subcontractors or suppliers.

7.12 The signature of Contractor on any invoice constitutes Contractor’s certification to Owner that Contractor’s services listed in the invoice have progressed to the level indicated and have been performed as required by this Contract, Contractor has paid its subcontractors and suppliers their share of all payments received from Owner, and the amount requested is currently due and owing.

7.13 Contractor shall incorporate into the Contract Amount, and shall pay, all taxes for goods, materials, equipment and systems incorporated into the Project which were legally required at the time of execution of this Contract, whether or not the taxes are yet effective or merely scheduled to go into effect.
Contractor shall secure, defend, protect, hold harmless, and indemnify Owner from and against any and all liability, loss, claims, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) relating to any taxes assessed or imposed upon, incurred by or asserted against Owner by any taxing authority with respect to such taxes. Contractor shall cooperate with and assist Owner in securing qualified refunds of any sales or use tax paid by Owner or Contractor on goods, products, materials, equipment or systems. Any refund secured shall be paid to Owner.

7.14 Upon receipt of payment from Owner, Contractor shall pay its subcontractors and suppliers out of said payment, the amount to which each entity is entitled, reflecting percentages actually retained from payments to Contractor on account of such entity's portion of the work. Owner shall have no obligation to pay Contractor's subcontractors or suppliers. Owner reserves the right to make payment jointly to Contractor and to any of its subcontractors or suppliers if Owner becomes aware that Contractor fails to pay any of those entities. Such joint check procedure, if employed by Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not commit Owner to repeat the procedure in the future.

7.15 Prior to being entitled to receive final payment, Contractor must achieve Final Completion per Article 18. Owner shall, subject to its rights set forth above in this Article, make final payment of all sums due Contractor within thirty (30) days from Architect's execution of a final approval for payment.

ARTICLE 8: PERSONNEL, SUBCONTRACTORS, AND SUPPLIERS

8.1 Contractor shall promptly inform Owner in writing of the reasons for, and the names and qualifications of, personnel replacements. Owner may request rejection of any proposed replacement.

8.2 Contractor should not use any Subcontractor or Supplier to which Owner raises a reasonable, timely objection; and shall promptly inform Owner in writing of any proposed replacements, the reasons therefore, and the name(s) and qualification(s) of proposed replacements. Owner may request rejection of any proposed replacement.

8.3 Contractor shall staff the Project with qualified individuals and entities. Contractor's Representative will serve as its primary communication contact with Architect. Contractor shall employ persons and subcontractors and suppliers skilled in the tasks assigned to them and capable of working harmoniously with all other individuals on the Project. Contractor shall immediately remove, for the duration of the Project, any person who is incompetent, careless, or not working in harmony.

8.4 Contractor shall enter into written contracts with its subcontractors and suppliers, consistent with this Contract. Contractor shall include in its written contracts with its subcontractors and suppliers a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable requirements of this Contract that are included by reference in its written contract with Contractor, and that it will abide by those requirements. Said contracts shall preserve and protect the rights of Owner and include the acknowledgment and agreement of each subcontractor or supplier that Owner is a third-party beneficiary of the contract. Contractor's agreements with its subcontractors and suppliers shall require that if of default under, or termination of, this Contract and upon request of Owner, Contractor's subcontractors and suppliers will perform services for Owner.

8.5 Contractor shall promptly resolve claims, complaints, labor disputes and disputes over assignment of Project tasks by and among its subcontractors and suppliers.

ARTICLE 9: CONSTRUCTION SCHEDULE

9.1 Contractor shall commence construction of the scope of the Project within ten (10) days after receipt of the Notice-to-Proceed.

9.2 Contractor shall accomplish Substantial Completion of the scope of the Project within _____________ calendar days following the date of the Notice to Proceed.
9.3 Contractor shall accomplish Final Completion of the scope of the Project within __________ calendar days after the date of Substantial Completion.

9.4 Contractor may, within fourteen (14) calendar days following receipt of the Notice to Proceed, submit to Owner an Interim Project Construction Schedule (as defined in the Project Specifications), in Critical Path Method format (or CPM).

9.5 Any Construction Schedule shall include all pertinent dates for timely completion:

9.5.1 Any Construction Schedule shall properly coordinate dates for performance of all divisions of the work, including completion of off-Site requirements and tasks, so that the work can be completed in a timely and orderly fashion per the required dates of Substantial Completion and Final Completion.

9.5.2 Any Construction Schedule shall include the Date of the Notice-to-Proceed, the date of Substantial Completion and the date of Final Completion; any guideline and milestone dates required by Owner; any applicable subcontractor and supplier sub-schedules; a submittal schedule which allows sufficient time for review of documents and submittals; the complete sequence of construction by activity, with dates for beginning and completion of each element of construction; and required approval dates.

9.5.3 Owner and Architect do not assume any of Contractor’s responsibility that the Construction Schedule be coordinated or complete; or for timely and orderly completion by the required dates of Substantial Completion, Final Completion and any milestone dates required by Owner.

9.5.4 Contractor may review weekly, the actual progress against the Construction Schedule. Contractor shall discuss progress weekly with Architect.

9.6 If work will be or has been delayed, Contractor should immediately notify Architect of the probable cause of and effect from the delay, and possible alternatives to minimize the delay; and shall take all corrective actions reasonably necessary to deliver the Project by the required dates of Substantial Completion and Final Completion, and other milestone dates.

9.7 Contractor should promptly notify Architect in writing when it believes adjustments to the required dates are necessary. No such adjustments shall be effective unless approved in writing by Owner.

9.8 Owner shall not pay Contractor any additional compensation for achievement of Substantial Completion or Final Completion prior to the required dates.

9.9 Contractor shall provide documents to Architect for review per the schedule requirements and with sufficient lead time to allow Architects reasonable time for review.

**ARTICLE 10: BONDS**

10.1 Contractor shall purchase payment and performance bonds. Each bond shall: be in a form approved by Owner; incorporate by reference the terms of this Contract; be executed by a company certified by the Secretary of the United States Department of Treasury pursuant to the Act of July 30, 1947 (61 Stat. 646, as amended; 6 U.S.C. 6-13); be executed by a company licensed and authorized to do business in the state of Georgia; and be accompanied by a power of attorney certifying that the persons executing the bond have the authority to do so.

10.2 Contractor shall deliver bonds and powers of attorney to Owner prior to commencement of the work. The bonding company that issues the bonds must be registered with The Surety Association of America (SAA).

**ARTICLE 11: CONTRACTOR'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES**

11.1 Contractor shall complete its obligations using its best skill and attention, and furnish management, supervision, coordination, labor and services which expeditiously, economically and properly complete the work per the Contract Documents and this Contract; and per the standards in the middle Georgia area for projects similar in size, complexity and cost to this Project.

11.1.1 All services rendered by Contractor for the Project shall be performed by or under the immediate
supervision of persons possessing expertise in the discipline of the service being rendered.

11.1.2 Contractor shall cooperate and communicate with Owner and all other persons or entities as required for satisfactory completion of the Project.

11.1.3 In the event that the Project is part of a larger overall project which may include the construction of other structures or other construction activities on the same Site, Contractor shall not interfere with the construction of other structures on the Site.

11.1.4 Contractor shall not damage, endanger, compromise or destroy any part of the overall project or the Site, including without limitation, work by others on the Site, monuments, stakes, benchmarks and other survey points, utility services, and existing features or structures. In case of violation by Contractor, it shall be exclusively responsible for all costs associated with any repairs required to bring the condition back to the original state prior to the damage.

11.2 Contractor shall: Comply with all applicable laws, codes, rules, regulations and lawful orders of all governmental, public authorities and agencies having jurisdiction over the Project; obtain all necessary governmental approvals and permits, including building permits; and give all notices required of it by governmental authorities relating to the Project.

11.3 Contractor shall be solely responsible for Project safety and have sole control over the means, methods, techniques, sequences and procedures for coordinating and constructing the Project, including Site safety and safety precautions and programs. Contractor shall maintain detailed records of safety related precautions and activities.

11.4 Contractor shall maintain at the Site one accurate, updated copy of all drawings, specifications, addenda, approved shop drawings, change orders, submittals, and other modifications. As-built drawings shall be available at all times to Owner, Architect, Owner’s Representative, Owner’s Consultants, and quality control and testing agency personnel. The drawings shall be neatly and clearly marked in color during construction to record all variations made during construction, and Contractor shall include such supplementary notes and details necessary to clearly and accurately represent as-built construction.

11.5 Contractor shall not: Induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled; give any governmental, public official having any authority or influence over the Project, any payment, loan, subscription, advance, deposit of money, services or anything of value, present or promised; offer nor accept any bribes or kickbacks in connection with the Project; without the express written permission of Owner, call for or by exclusion use any subcontractor, consultant, product, material, equipment, system, process or procedure in which Contractor has a direct or indirect proprietary interest.

11.6 Contractor shall use a quality management program to insure quality construction. Unless otherwise specified in this Contract, Owner shall select the quality control and testing agencies and pay for the cost of specified measures and tests required by the Contract Documents. Contractor shall arrange for tests and inspections, without any interference with the progress of work. No claims for extension of time or extra costs will be allowed on account of any testing, retesting, inspection, re-inspection, or rejection of work.

11.7: Contractor shall immediately notify Architect in writing of the details of all incidents which may adversely affect the work.

11.8 Contractor shall immediately notify Architect in writing of information regarding environmental contamination on the Site. Contractor shall immediately stop performance of work affected by or affecting such contamination; secure the contaminated area against intrusion, not disturb or remove the contamination, and take any other steps necessary to protect life and health.
11.9 Contractor shall perform the work so as not to interrupt any operations of Owner on the Site. Owner may need certain areas of the Site prior to Substantial Completion. Such occupancy, access or use shall not constitute Owner's acceptance of any Project. Contractor shall not enter any Owner-occupied area unless first approved by Owner. Owner may incur damages if Owner's operations on the Site are interrupted or impaired as a result of the work.

11.10 Contractor shall provide and pay for water, gas and electrical connections and services at the Site through Substantial Completion.

ARTICLE 12: GOODS, PRODUCTS AND MATERIALS

12.1 Contractor shall furnish goods, products, materials, equipment and systems which: comply with this Contract; conform to applicable specifications; are new (unless otherwise specified or permitted) and without apparent damage; are of quality equal to or higher than that required by the Contract Documents; are free from defects.

12.2 All goods, products, equipment and systems shall be installed, employed and protected in strict compliance with the instructions of the manufacturer, unless such instructions deviate from accepted construction practices, or the Contract Documents, in which case Contractor shall so inform Architect and shall proceed as directed by Architect.

12.3 Contractor shall inform Owner of goods, products, equipment or systems which are unsuitable or unavailable at the time of bid submission, and claims relating to claims that goods, products, equipment or systems are unsuitable or unavailable shall not be entertained unless Contractor, subcontractor, or supplier notified Owner in writing at the time of bid submission, along with proposed alternatives. Should Contractor furnish alternatives which require supplemental materials or installation procedures different from the specified items, Contractor shall provide such at no increased cost to Owner.

12.4 Contractor shall provide security for the Project, only if there are terms separately agreed upon in writing with the Owner, until Final Completion.

ARTICLE 13: SUBMITTALS

13.1 Contractor shall include a schedule for all submittals per Article 9 with all submittals required by each section of the specifications, in a format acceptable to Architect, and set forth dates for submission.

13.2 Contractor shall in timely fashion review, approve if appropriate, and forward submittals to Architect for review and approval along with such detail and information as Architect requires. No part of the work requiring a submittal shall be fabricated or performed until such approval has been given.

13.3 Architect will verify that the submittals comply with the Contract. Architect will review and approve, reject or take other appropriate action on submittals within 20 days, and will not approve any submittals unless such submittals conform to this Contract. Architect's review of submittals shall not constitute final acceptance of materials or equipment furnished or installed if such materials or equipment should not comply with the Contract Documents.

13.4 If Architect makes any changes which will require a change in the contract amount, Contractor shall follow the change procedures in this agreement, prior to performing the work. If Architect does make a change on the approved submittals, and Contractor proceeds with the work prior to receiving a change order to the Contract, Contractor waives further compensation for the change.

13.5 All work shall be performed per approved submittals. Approval of submittals by Architect does not relieve Contractor from complying with this Contract, except as modified by Change Order.
ARTICLE 14: CONTRACTOR'S QUALITY ASSURANCE

14.1 Contractor shall inspect and promptly reject any work which does not conform to the Contract Documents; or which does not comply with any applicable law, building code, rule or regulation of any governmental, public authorities and agencies having jurisdiction over the Project.

14.1.1 Contractor shall promptly correct all rejected work at its cost, including additional testing and inspections and compensation for all services and expenses necessitated by such correction.

14.1.2 Contractor shall pay for correcting destroyed or damaged work caused by Contractor's correction or removal of rejected work.

14.2 If a portion of the work has been concealed, Contractor shall, if notified to do so by Architect, uncover the designated portion for observation and then replace it.

14.2.1 If work was concealed contrary to the request of Architect, or to requirements in the Contract Documents, Contractor shall receive no additional compensation for the costs of uncovering and replacement or modification of the Construction Schedule.

ARTICLE 15: CHANGES TO THE PROJECT

15.1 This Contract cannot be changed except by written documents signed by the parties.

15.1.1 Changes shall be by Change Order. Contractor shall prepare and submit change order request proposals to Architect. Contractor shall promptly review and respond to change order requests submitted by Architect. When requested, Contractor shall submit to Architect drawings, specifications or other data in support of a change order request. Each change order request proposal shall include time and monetary consequences associated with the proposed change.

15.1.2 Architect does not have authority to order changes to the Project that involve changes in cost or time, without Owner's written permission. Architect, without Owner's prior approval, may by written field order authorize or direct Contractor to make minor changes, consistent with the intent of the Contract Documents and which do not involve a change in Project cost, time, scope, or approved design elements. Contractor shall promptly carry out such changes. Neither compensation nor schedules can be changed by implication, oral agreement, or unwritten changes.

15.2 Owner may unilaterally direct Contractor to implement changes in the Project if the work Owner is requiring is not outside of the general scope of this Contract, and Contractor, upon written direction from Owner, shall proceed with such change.

15.3 Architect will administer and manage all change orders and prepare required supporting data.

15.4 Any change in the Contract Amount from a Change Order shall be determined as follows:

15.4.1 The change in the Contract Amount shall be set forth in the Change Order; such change shall be initiated by both parties. The General Contractor and subcontractors shall be entitled to mark-up(s) for direct job site overhead, profit, and additional general conditions as a result of changed or extra Work in an amount not to exceed a combined total of 15%. The General Contractor shall determine a reasonable apportionment of the total mark-up by percentage between the General Contractor and the subcontractors, not to exceed a combined total of 15%, and shall notify the Owner of such determination. Insurance and bond premiums shall be added on top of the 15% combined total markup.

15.4.2 Alternatively, the change in the Contract Amount, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved. Such shall include a component for overhead and
profit calculated as described above. Any such costs or savings shall be documented in the format and with such content and detail as Architect requires.

15.4.3 This paragraph intentionally left blank.

15.5 Contractor shall obtain the best possible price quotations, review such to ascertain whether they are reasonable, prepare an itemized estimate with appropriate supporting data, including reasonable expenditures by, and savings to, those performing the work, and provide a reasonable price quotation to Architect. If Architect determines that the change order request is unreasonable, Contractor shall provide additional back-up. If Architect still determines that the quotation is unreasonable, Owner may require the Project be performed on a time and material basis.

15.6 Upon receipt of a field order or change order, changes in the work shall be promptly performed.

15.7 If there is a dispute about a change order, the change shall be carried out if Owner so directs. Contractor shall notify Owner in writing prior to performance of the work and recite the reasons for its dispute in the written notice. Failure to notify Owner in writing shall constitute a waiver of any claim resulting from the change.

15.8 If a change order request is approved by Owner in the absence of an agreement as to cost, time, or both, Architect will receive and maintain all documentation, examine such documentation, take such other action as may be reasonably necessary or as Owner may request, and make a recommendation to Owner concerning any appropriate adjustment.

15.9 The execution of a Change Order by Contractor is Contractor's agreement to the ordered changes in the work, the Contract Amount and the time for performance. Contractor, by executing the Change Order, waives any claim for additional time or compensation related to the Change Order.

15.10 Contractor's execution of the Change Order is Contractor's warranty to Owner that the Surety has been notified of, and/or consents to, such Change Order.

ARTICLE 16: CLAIMS AND LIENS

16.1 Contractor shall immediately notify Architect and Owner in writing of liens or claims against Owner, Owner's Representative, Architect, Contractor or any subcontractor or supplier or against the Project.

16.2 Contractor shall obtain the prompt discharge of any liens or claims if Owner has paid Contractor for the work giving rise to the lien. If any such lien or claim is not released by the claimant, Contractor shall, within fourteen (14) days after request and at its own cost, promptly obtain release of, or indemnity for, such lien or claim with the requisite bond. If Contractor fails to do so, Owner may pay all sums necessary to obtain such release, and Contractor shall bear all such expenses incurred by Owner.

16.3 All Contractor claims against Owner shall be initiated by a written claim submitted to Owner and Architect no later than ten (10) days after the first appearance of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim. If Contractor fails to make such claim as required in this Article, the claim shall be waived. Contractor shall continue performance hereunder regardless of claims by Contractor.

16.4 In connection with any claim for compensation in excess of the Contract Amount, any liability of Owner for Contractor's cost shall be strictly limited to direct cost incurred by Contractor and shall in no event include indirect cost or consequential damages of Contractor. Owner shall not be liable to Contractor for claims of third-parties, including subcontractors, unless and until liability of Contractor has been established in a court of competent jurisdiction.

13 of 27
16.5 If Contractor is delayed in performing any task which is then critical, or during the delay becomes critical, as the sole result of an act or omission by Owner or someone acting in Owner’s behalf, or by Owner-authorized Change Orders, or Acts of God, the date for achieving Substantial Completion, or, as applicable, Final Completion, shall be appropriately adjusted by Owner upon the written claim of Contractor to Owner and Architect. A task is critical within the meaning of this Article only if a delay in performing such task will delay the ultimate completion of the Project.

16.6 The date for Substantial Completion or Final Completion will not be extended due to bad weather (excepting bad weather which precludes access to the project site) after the Project is enclosed or for normal bad weather. Unless agreed upon otherwise in an addendum hereeto, the time for Substantial Completion as stated in the Contract includes an allowance for Working days (Monday through Friday) on which Contractor agrees that he may expect to lose Working days due to bad weather, per the following table, on Work to be performed out-of-doors.

<table>
<thead>
<tr>
<th>Month</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>10 days</td>
</tr>
<tr>
<td>February</td>
<td>10 days</td>
</tr>
<tr>
<td>March</td>
<td>7 days</td>
</tr>
<tr>
<td>April</td>
<td>6 days</td>
</tr>
<tr>
<td>May</td>
<td>4 days</td>
</tr>
<tr>
<td>June</td>
<td>3 days</td>
</tr>
<tr>
<td>July</td>
<td>4 days</td>
</tr>
<tr>
<td>August</td>
<td>2 days</td>
</tr>
<tr>
<td>September</td>
<td>2 days</td>
</tr>
<tr>
<td>October</td>
<td>3 days</td>
</tr>
<tr>
<td>November</td>
<td>5 days</td>
</tr>
<tr>
<td>December</td>
<td>9 days</td>
</tr>
</tbody>
</table>

At the time the Project is enclosed, if the total accumulated number of Working days lost due to weather exceeds the total accumulated number derived from the list above, time for completion shall be extended by such excess. No change in the Contract Amount will be authorized because of adjustment of contract time due to weather.

ARTICLE 17: PROJECT ARCHITECT

17.1 Architect for this Project N/A. Architect will perform those duties and discharge those responsibilities allocated to Architect and described generally in this Contract, and more specifically described in the Design Professional Contract between _______ and Macon-Bibb County, dated _______. The duties, obligations, and responsibilities of the Architect shall include, but are not limited to, the following:

17.1.1 Architect shall act as the administrator of this Contract until final payment.

17.1.2 Owner and Contractor shall primarily communicate with each other through Architect.

17.1.3 When requested by Contractor in writing, Architect shall render interpretations necessary for the proper execution or progress of the Project.

17.1.4 Architect shall administer required changes to scope of work and draft proposed Change Orders.

17.1.5 Architect shall approve, or respond otherwise as necessary concerning shop drawings or other submittals received from Contractor.

17.1.6 Architect shall not accept work which is defective or otherwise fails to comply with the Contract. Architect may call for extra inspection or testing for compliance with this Contract.

17.1.7 Architect shall review Contractor’s Payment Requests and approve in writing those amounts which, in the opinion of Architect, are properly owing to Contractor per this Contract.

17.1.8 Architect shall on written request from Contractor perform inspections required in this Contract.
17.2 The duties, obligations and responsibilities of Contractor under this Contract shall not be changed, released, or satisfied by any duty of Architect. Contractor is not a third-party beneficiary of any contract between Owner and Architect. The duties of Contractor to Owner are independent of, and are not diminished by, any duties of Architect to Owner.

17.2.1 Architect will be Owner's representative and advise Owner on all design and technical matters.

17.2.2 Architect will be initial interpreter of the Contract and Owner's advisor on claims.

17.3 Architect will visit the Site to inspect the progress and quality of the work and to inspect the work to determine compliance with this Contract, including approved shop drawings and other submittals, the Construction Schedule, and—to the best of Architect's knowledge, information, and belief—applicable laws, building codes, or regulations.

17.4 Architect shall reject work which does not comply with this Contract or—to the best of Architect's knowledge, information, and belief—applicable laws, building codes, or regulations.

17.5 Architect will review and evaluate the results of all inspections, tests and written reports required by this Contract and by any governmental entity having jurisdiction over the Project. Architect will take appropriate action on test results, including acceptance, rejection, requiring additional testing or corrective Project, or such other action deemed appropriate by Architect. Architect will promptly reject work which does not conform to and comply with testing requirements.

17.6 Architect may require inspection or testing of any work in addition to that required by this Contract or governmental entities having jurisdiction over the Project when such additional inspections and testing is necessary or advisable. Architect will take appropriate action on all such special testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or such other action deemed appropriate by Architect.

17.7 Architect will, when requested to do so in writing by Contractor, promptly and so as to cause no unnecessary delay, render written or graphic interpretations and decisions necessary for the proper execution of the work.

17.8 Architect will review applications for payment, including such accompanying information as the Contract requires, to determine amounts due Contractor, and shall authorize payment to Contractor in writing to Owner. After the Project is determined to be finally complete and Architect determines that Contractor has completed the Project, Architect will determine whether Contractor is entitled to final payment, and if so will so certify to Owner in writing.

ARTICLE 18: SUBSTANTIAL AND FINAL COMPLETION

18.1 Substantial Completion of the Project occurs when a Certificate of Substantial Completion has been issued by Architect, and the required documentation has been produced. The date of Substantial Completion will fix the commencement date of warranties and guaranties and allocate between Owner and Contractor responsibility for security, utilities, damage to the work and insurance.

18.2 When Contractor believes the Project is substantially complete, Contractor shall notify Architect that the Project is ready for a Substantial Completion Inspection.

18.3 Prior to the Substantial Completion inspection, Contractor shall prepare and furnish to Architect a letter requesting a Substantial Completion inspection, which at a minimum must: provide a blank line for entry of the date of Substantial Completion; include a list of items to be completed or corrected and the time in which the items will be completed or corrected and cost to do so; and provide signature lines for Owner, Contractor and Architect.
18.4 Upon receipt of notification from Contractor, Architect will coordinate with Owner's Representative, their Consultants, and Contractor on a date for inspection of the Project.

18.5 During the inspection, Architect will: inspect the Project; provide a list of items to be completed or corrected; and determine, in consultation with Owner’s Representative, whether Substantial Completion of the Project has occurred.

18.6 If the Project is determined not to be substantially complete, Contractor shall continue working until the Project is substantially complete and the inspection process shall be repeated at no additional cost to Owner until the Project is substantially complete.

18.7 On the date of Substantial Completion, Contractor shall deliver to Architect permits, the certificate of occupancy, and other necessary and customary documents and items required for Owner's occupancy and use of the Project for its intended purpose. Architect will obtain and review Substantial Completion documentation and items, and inform Contractor of any deficiencies.

18.8 Owner, Contractor and Architect shall then sign the Certificate of Substantial Completion establishing the actual date of Substantial Completion. The Certificate of Substantial Completion shall also include a list of and timeline for the completion of items needing completion and correction.

18.9 Final Completion of the Project shall occur when the Project passes a Final Completion Inspection and Contractor has produced all required close-out documentation and items. Final Completion shall not occur and no final payment shall be due Contractor or any of its subcontractors or suppliers until the Project has passed the Final Completion Inspection and all required Final Completion close-out documentation and items have been submitted to Architect.

18.10 When Contractor believes that the Project is finally complete, Contractor shall notify Architect that the Project is ready for a Final Completion Inspection.

18.11 Upon receipt of such notification from Contractor, Architect will coordinate with Owner’s Representative and Contractor and schedule a date for inspection of the Project to determine whether the Project is finally complete.

18.12 At the Final Completion inspection, Architect will: inspect the Project; determine whether all items on the list included with the Certificate of Substantial Completion have been satisfactorily completed and corrected; determine whether the completed Project complies with this Contract and—to the best of Architect's knowledge, information, and belief—all applicable laws, codes, rules or regulations. Architect shall determine whether the required inspections and approvals by the local building officials have been satisfactorily completed; and determine, in consultation with Owner’s Representative, whether the Project is finally complete.

18.13 If the Project is not finally complete, Contractor shall complete the Project, and the inspection process shall be repeated at no additional cost to Owner, until the Project is finally complete.

18.14 On the date of Final Completion, Contractor shall deliver to Architect the following Final Completion close-out documentation and items:

18.14.1 All operating, maintenance, and instruction manuals not previously produced during Substantial Completion and required maintenance stocks;

18.14.2 At least 1 set of as-built drawings and markups and at least 1 CD of final, as-built drawings;

18.14.3 Certification and affidavit that all insurance required of Contractor beyond final payment, if any, is in effect and will not be canceled or allowed to expire without notice to Owner;
18.14.4 Written consent of the surety to release final payment;

18.14.5 Full, final and unconditional waivers of mechanics or construction liens, releases of Contractor’s trust fund or similar claims, and release of security interests or encumbrances on the Project property from each contractor, subcontractor, supplier or other person or entity who has, or might have a claim against Owner or Owner’s property;

18.14.6 Full, final and unconditional certification and affidavit that all of Contractor’s obligations to contractors, subcontractors, suppliers and other third parties for payment for labor, materials or equipment related to the Project have been paid or otherwise satisfied;

18.14.7 All written warranties and guarantees relating to the labor, goods, materials, equipment and systems incorporated into the Project, endorsed, countersigned, and assigned as necessary;

18.14.8 All affidavits, releases, bonds, waivers, permits and other documents necessary for final close-out of Project;

18.14.9 A list of any items due but unable to be delivered and the reason for non-delivery;

18.14.10 Any other documents reasonably and customarily required or expressly required herein for full and final close-out of the Project.

18.15 Architect will review and determine the sufficiency of all items required for Final Completion, and will immediately inform Contractor about any deficiencies and omissions.

ARTICLE 19: CONTRACTOR’S WARRANTIES AND GUARANTEES

19.1 In addition to the warranties and guarantees elsewhere in this Contract, Contractor shall promptly correct all failures or defects in the Project for 1 year after Substantial Completion.

19.1.1 Owner’s Representative and Contractor shall jointly schedule and participate in a walk-through inspection of the Project one (1) month prior to the expiration of the one (1) year warranty period, and shall notify Architect and any required subcontractors and suppliers of the date of, and request their participation in, the walk-through inspection. The walk-through inspection will be to determine if there are any defects or failures which require correction.

19.1.2 Should Contractor fail to promptly correct any failure or defect, Owner may take whatever actions it deems necessary to remedy such, and Contractor shall promptly reimburse Owner for any expenses or damages it incurs as a result of Contractor’s failure to correct the failure or defect.

19.2 In addition to the warranties and guarantees elsewhere herein, Contractor expressly warrants and guarantees to Owner:

19.2.1 The work complies with the Contract and all applicable laws, codes, rules and regulations.

19.2.2 That all goods, materials, equipment and systems in the Project conform to the Contract;

19.2.3 That all management, supervision, labor and services required shall comply with this Contract.

19.3 Contractor shall require that all of its subcontractors and suppliers provide written warranties, and guarantees to Owner and Contractor per the Contract.

19.4 The warranties and guarantees are in addition to all other warranties, express or implied, and shall survive Owner’s payment, acceptance, inspection of or failure to inspect the Project.
19.5 Nothing in Article 19.1 shall establish a period of limitation with respect to Contractor's obligations under this Contract. Paragraph 19.1 has no relationship to the time within which Contractor's contractual obligations under this Contract may be enforced, or to the time within which proceedings may be commenced to establish Contractor's liability.

19.6 All warranty and guarantee obligations shall begin on the actual date of Substantial Completion.

**ARTICLE 20: OWNER'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES**

20.1 Owner shall timely compensate Contractor per this Contract.

20.2 Unless otherwise required to be provided by Contractor in its scope of services, Owner shall secure and pay for all Project testing.

20.3 Owner shall review documents prepared by Contractor in a timely manner and per schedule requirements. Review by Owner shall be solely for determining whether such documents are generally consistent with Owner's intent and shall not relieve Contractor of any of its responsibilities.

20.4 Owner shall not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project.

20.5 If required for the Project, Owner shall furnish a certified land survey of the site.

20.6 Owner shall pay for the services of a soils engineer or other consultants, when such services are deemed necessary by Architect or Owner's Representative.

20.7 Owner shall pay for structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law that are not otherwise called for in this Agreement.

20.8 Owner may furnish such legal, accounting, and insurance counseling services as Owner may deem necessary for the Project and such auditing services as may be required to ascertain how, or for what purposes, Contractor has used the monies paid to it under the Construction Contract.

20.9 Owner shall furnish information and approvals required of it expeditiously.

20.10 Owner shall provide Contractor with all written and tangible material in its possession concerning conditions below ground at the Site.

20.11 If the Project involves an existing structure, Owner shall provide Contractor with all available as-built drawings, record drawings, plans, specifications and structure system information.

20.12 Owner will provide Contractor with the Provisional Project Schedule of pertinent Project dates and key milestone dates.

**ARTICLE 21: CONSTRUCTION TIME**

21.1 Time is of the essence in the performance of this Contract, and Owner will incur damages if the Project is not completed on time. The Contractor warrants that the Project shall be Substantially Complete within the Contract Time, provided that there are no unreasonable and unanticipated delays in completion of the design documents, unusual and unreasonable delays in obtaining any approval from a State or local governing agency or authority, or other occurrences which would form the basis for an extension of the Contract Time in accordance with this Agreement. The Contractor shall notify the Owner in writing of any deadline by which the Contractor needs design documents, approvals, or other information sufficiently in advance of such deadline so that any delay can be avoided.
21.2 The Contractor shall perform the services required herein as expeditiously as is consistent with reasonable skill and care for the orderly progress of the Work and as required hereinabove. In the event of any delay in achieving Substantial Completion of the Project resulting from any act or omission of the Contractor or any Trade Contractor, the Contractor shall pay the Owner the sum of five hundred dollars ($500.00) per day for each and every calendar day of such delay in achieving Substantial Completion beyond the Contract Time. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement. When the Owner reasonably believes Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. The term “Substantial Completion” as used in this Agreement shall mean that stage in the progression of the Work, as certified in writing by the Architect, when the Project is sufficiently complete in accordance with this Agreement that the Owner can enjoy beneficial use or occupancy of the Project and can utilize it for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed Substantially Complete and such partial use and occupancy shall not be evidence of Substantial Completion. All limitations of time set forth in the Contract Documents are of the essence of this Agreement.

ARTICLE 22: CONCEALED AND UNFORESEEN CONDITIONS

22.1 If Contractor encounters concealed and unforeseen conditions of an unusual nature which affect the performance of the Project; or the conditions vary from those indicated by the Contract Documents; and such conditions are not ordinarily found to exist or differ materially from those generally recognized as inherent in this type of project, Contractor shall within three (3) days after first observance of the conditions, notify Architect before conditions are disturbed and give Architect the opportunity to observe the condition in its undisturbed state. If the conditions differ substantially and cause a material change in Contractor’s cost of, or time required for, performance of the work, compensation or time or both will be equitably adjusted. All adjustments in compensation or extensions of time shall be by change order. Change order requests must be made within fourteen (14) days from the date of observation of the changed conditions. Contractor’s failure to notify Architect as provided in this Article shall constitute a waiver of any claim arising out of or relating to such concealed or unknown condition.

ARTICLE 23: CONTRACTOR’S RECORDS

23.1 Contractor shall contemporaneously prepare substantiating records of all work. Contractor shall retain copies of all written communications, accounting records (including original estimates and estimating sheets, purchase orders and invoices), daily logs, reports, all subcontract files (including proposals of successful and unsuccessful bidders), change order files, written policies and procedures, records necessary to verify direct and indirect costs, and other documents such as plans, specifications, submittals, correspondence, recordings, documents reflecting the unit price of construction and other writings or things which document the work, its design, its cost, and its construction.

23.1.1 Contractor shall maintain such records for seven (7) years after Final Completion. If Contractor receives notice of a dispute or litigation, it shall maintain all such records until final resolution.

23.1.2 Contractor shall make its records available during normal business hours to Owner, its authorized representative(s) or to any state, federal or other regulatory authority, which may inspect, examine, review and copy Contractor’s records. Failure by Contractor to supply records shall be reason to exclude the related costs from amounts which might otherwise be due per this Contract.
ARTICLE 24: PROPRIETARY DOCUMENTS AND CONFIDENTIALITY

24.1 All information, documents, and electronic media furnished by Owner belong to Owner, are proprietary and confidential and solely for use on Owner's Project, shall be kept confidential by Contractor, and shall not be used by Contractor on any other project. Owner grants Contractor a limited license to use and reproduce applicable portions of the Contract Documents necessary for the Project. All copies shall bear the statutory copyright notice, if any, shown on the documents.

24.2 All information, documents, and electronic media prepared by or on behalf of Contractor for the Project are the sole property of Owner free of any retention rights of Contractor. Owner has an unconditional right to use such free of any copyright claims, trade secrets or other proprietary rights.

24.3 Contractor shall not disclose information it receives from Owner to any other person or entity except as necessary to allow it to perform its duties under this Contract.

24.4 Contractor shall instruct its employees and agents to regard all information not in the public domain as proprietary and confidential.

24.5 Submission or distribution of documents to meet official regulatory requirements or for other legally required purposes in connection with the Project will not violate Owner's rights.

ARTICLE 25: INSURANCE REQUIREMENTS

Insurance Requirements

Workers Compensation (WC)
- Bodily Injury by accident $100,000
- Bodily Injury by disease $100,000
- Policy Limits $500,000

Commercial General Liability (CGL)
- Each Occurrence $1,000,000
- General Aggregate $2,000,000

Automobile Liability Combined Single Limit $1,000,000

Property Coverage or Builders Risk Amount per Bid

Additional Insured: Contractor shall add Owner and Architect as an additional insured under the commercial general and automobile policies.

ARTICLE 26: OWNER'S RIGHT TO STOP PROJECT

26.1 If Contractor fails to perform or fails to correct defective work, or persistently fails to carry out the work per the Contract, Owner may order Contractor to stop the work or any portion thereof until the cause for the order has been eliminated to the reasonable satisfaction of Owner. Contractor shall not get an adjustment in Contract time or Contract Amount under this clause. If Owner issues an order to stop work, and Contractor fails within seven (7) days to provide adequate assurance to Owner that the cause of such order will be eliminated or corrected, then Owner may carry out the work with its own forces, or with the forces of another Contractor, and Contractor shall be responsible for the cost of such.
ARTICLE 27: TERMINATION OR SUSPENSION OF CONTRACT

27.1 Owner may terminate this Contract for cause if Contractor materially breaches this Contract by failing to: properly manage or perform work on the Project; supply the Project with sufficient numbers of workers, properly skilled workers, proper materials, or maintain applicable schedules; make prompt payment to subcontractors or suppliers; substantially perform per the Contract; or if Contractor disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Project;

27.2 Upon such breach, Owner shall give written notice to Contractor describing the default and requesting cure within 7 days. If Contractor fails to initiate the cure or expeditiously continue such cure until complete, Owner may give written notice to Contractor of immediate termination, and Owner, without prejudice to any other rights or remedies, may take any or all of the following actions: complete all or any part of the Project; contract with others to complete all or any part of the Project; take such other action necessary to correct such breach; take possession of all materials, tools, construction equipment and machinery on the Site owned or leased by Contractor; directly pay Contractor's subcontractors and suppliers; require Contractor to assign Contractor's right, title and interest in any or all of Contractor's subcontracts or orders to Owner.

27.3 If Owner terminates and takes possession of materials, tools, construction equipment and machinery on the Site, Contractor's compensation shall be increased by fair payment, by purchase or rental at the election of Owner, for such, subject to Owner's right to recover damages.

27.4 If Owner terminates for cause, and it is subsequently determined by a court that such was without cause, then said termination shall be deemed a termination for convenience per 27.6.

27.5 Contractor may terminate this Contract for cause if Owner materially breaches this Contract by: failing to make prompt payment to Contractor without just cause; disregarding laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Project; or failing to substantially perform per this Contract. Contractor may then give written notice to Owner setting forth the nature of the default and requesting cure within seven (7) days. If Owner fails within seven (7) days to initiate the cure or expeditiously continue such cure until complete, Contractor may give written notice to Owner of immediate termination.

27.6 Owner may upon fourteen (14) days written notice to Contractor terminate or suspend the Project, in whole or in part, for Owner's convenience and without cause. Contractor shall immediately reduce its staff, services and outstanding commitments to minimize the cost of suspension.

27.7 If this Contract is terminated for convenience or by Contractor, or suspended more than three (3) months, Owner shall pay Contractor for work actually performed prior to the termination. Absent agreement on any additional amount due Contractor, Owner shall pay Contractor as follows:

Reasonable costs incurred in preparing to perform the terminated portion of the Project, and in terminating Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages). Provided, however, that if it appears that Contractor would not have profited or would have sustained a loss if the Project had been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rates of loss, if any.

27.8 If this Contract is terminated by Owner for cause per 27.1, no further payment shall be made to Contractor until Final Completion of the Project. Contractor shall then be paid the remainder of the Contract Amount less all costs and damages incurred by Owner due to the default of Contractor, including liquidated damages as provided for herein. Contractor shall reimburse Owner for any additional costs or expenses incurred.
27.9 Irrespective of the reason for termination or the party terminating, the total sum paid to Contractor shall not exceed the Contract Amount, as properly adjusted, reduced by the amount of payments previously made and penalties or deductions incurred pursuant to any other provision of this Contract, and shall in no event include duplication of payment.

27.10 Irrespective of the reason for termination or the party terminating, if this Contract is terminated, Contractor shall, unless notified otherwise by Owner, immediately stop work; terminate outstanding orders and subcontracts; settle liabilities and claims arising out of the termination of subcontracts and orders; transfer title and deliver to Owner such completed or partially completed work, and, if paid for by Owner, materials, equipment, parts, fixtures, information and such contract rights as Contractor has.

27.11 If Contractor fails to file a claim within one (1) year from termination, Owner shall pay Contractor only for services actually performed and expenses actually incurred prior to the effective termination date.

ARTICLE 28: APPLICABLE LAW AND DISPUTE RESOLUTION

28.1 This Contract shall be deemed to be entered into in and shall be interpreted under the laws of the state of Georgia. All legal actions arising hereunder shall be conducted only in the Superior Court of Bibb County or the United States District Court for the Middle District of Georgia.

28.2 In case of any dispute, the parties shall first attempt resolution through negotiation. Then, but not as a condition precedent to any litigation, the parties may upon mutual agreement to do so, in good faith participate in mediation.

28.3 No party to this Contract shall enter into any contract which contradicts the dispute resolution procedures required by this Article.

28.4 Owner and Contractor agree that pending the resolution of any dispute, Owner and Contractor shall each continue to perform their obligations hereunder, including the work on the Project.

ARTICLE 29: DAMAGES AND REMEDIES

29.1 Contractor shall promptly reimburse Owner for any expenses or damages incurred by Owner as a result of: Contractor's failure to substantially perform the work per this Contract; breach of any warranty or guarantee; or other deficiencies or omissions of Contractor. Contractor waives any monetary claims for or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead or any indirect consequential damages. Owner is entitled to interest on any amount due from Contractor that remains unpaid thirty (30) days after the amount is deemed due.

ARTICLE 30: MISCELLANEOUS PROVISIONS

30.1 This Contract represents the entire agreement between Owner and Contractor, and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instruments signed by both Owner and Contractor.

30.2 If any part of this Contract, or the application thereof, is determined to be invalid or unenforceable, the remainder shall remain valid and enforceable.

30.3 No provision of this Contract may be waived except by written agreement. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing.

30.4 No failure of Owner to insist on strict compliance by Contractor with any provision of this Contract shall operate to release, discharge, modify, change or affect any of Contractor's obligations.
30.5 This Contract shall inure solely to the benefit of the parties and their successors and assigns, and, except as otherwise specifically provided in this Contract, nothing in this Contract shall create a contractual relationship with, or any rights or cause of action in favor of, any third party.

30.6 All continuing obligations herein shall survive Contract expiration or termination.

30.7 Neither party shall assign any or all of its benefits or obligations under this Contract without the approval of the other party, except assignment solely for security or assignment by Owner to a Related Party of Owner, or except as otherwise specifically provided for in this Contract in case of default. Owner and Contractor bind their successors and assigns to the other party to this Contract.

30.8 Whenever renderings, photos, drawings, announcements, or other illustration or information of the Project are released for public information, appropriate and proper credit for architectural and other services shall be given to Architect and Owner.

30.9 The payment of any sums by Owner shall not constitute a waiver of any claims for damages by Owner for any breach of the Agreement by Contractor.

ARTICLE 31: INDEMNIFICATION

31.1 Contractor shall indemnify, defend and hold harmless Owner, Owner's Representative, their agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, related to Contractor's performance or failure to perform its obligations and any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal and/or real property including the loss of use resulting there from and caused by any negligent act or omission of Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

31.1.1 Contractor, for itself and for its subcontractors and suppliers, and the respective agents, employees and servants of each, expressly waives any and all immunity or damage limitation provisions available to any agent, employee or servant under any Workers or Workmen's compensation acts, disability benefit acts or other employee benefit acts, to the extent such statutory or case law would otherwise limit the amount recoverable by Owner or Owner's related parties pursuant to the indemnification provision above.

ARTICLE 32: CONTRACTOR'S REVIEWS AND EVALUATIONS

32.1 Contractor acknowledges its continuing duty to review and evaluate the Contract Documents during the work and shall immediately notify Architect of any problems, conflicts, defects, deficiencies, inconsistencies or omissions it discovers in the Contract Documents.

32.2 If Contractor performs work which it knows involves a problem, conflict, defect, deficiency, inconsistency or omission in the Contract Documents without notifying Architect and prior to receiving written authorization from Architect to proceed, Contractor shall be responsible for the consequences of such action.

32.3 The drawings are generally drawn to scale; however, the figured dimensions or notes thereon shall govern. Before ordering any materials or doing any work, Contractor and Subcontractors shall verify all measurements at the Site and then be responsible for the correctness of same. Any discrepancies shall be reported in writing to Architect prior to the work. No extra charge or compensation will be considered due to differences between actual measurements and dimensions indicated on drawings, if such differences do not result in a change in the scope of work or if Architect failed to receive written notice before the work was performed.
32.4 Prior to signing this Contract, Contractor affirms that it has visited the Site and become familiar with local conditions; reviewed and familiarized itself with the Site survey and any existing structures on the Site, and gathered all other information necessary for a full understanding of the Project; reviewed the record drawings, plans and specifications which are incorporated into the Contract Documents; thoroughly inspected the on-site conditions prior to submission of bid and prior to signing this Contract.

32.5 Claims resulting from Contractor's failure to familiarize itself with the Site or documents are hereby waived.

ARTICLE 33: PROHIBITION AGAINST CONTINGENT FEES

33.1 Contractor by execution of this Contract warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fees, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 34: EXHIBITS AND ATTACHMENTS

34.1 Attached hereto and incorporated herein as part of this Contract are Exhibit A—Scope of Work/Bid Form, Exhibit B—List of Drawings, Exhibit C—Non Collusion Affidavit.

In witness whereof, each individual executing this agreement is authorized to execute this agreement and further acknowledges the execution of this agreement under seal on the date signed below.

Owner:
Macon-Bibb County, Georgia

By:

Contractor:
Conditioned Air, Inc.

(Signature) (Seal)

(Signature) (Seal)

(date)

(date)

Date of Signature

Date of Signature

(Witness)

(Witness)
Exhibit A: Scope of Work/Bid Form
### Exhibit B: List of Drawings

<table>
<thead>
<tr>
<th>ID #</th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Exhibit C
Non Collusion Affidavit

NON COLLUSION AFFIDAVIT

<table>
<thead>
<tr>
<th>Date:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project:</td>
<td>Bibb County, Georgia</td>
</tr>
<tr>
<td>Project #:</td>
<td></td>
</tr>
<tr>
<td>Project Description:</td>
<td></td>
</tr>
<tr>
<td>Services Provided:</td>
<td>General Contracting</td>
</tr>
<tr>
<td>State of:</td>
<td>Georgia</td>
</tr>
<tr>
<td>County of:</td>
<td>Bibb</td>
</tr>
</tbody>
</table>

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

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

Contractor:

___________________________________________

(Signature) (Seal)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH AERO ART, LLC FOR A GROUND LEASE AGREEMENT AT MACON DOWNTOWN AIRPORT; TO AUTHORIZE THE TERMINATION OF ALL PREVIOUS AGREEMENTS AT MACON DOWNTOWN AIRPORT WITH LLOYD “BO” GEORGE AND ANY COMPANY, CORPORATION, OR AGENT OF LLOYD “BO” GEORGE; TO APPROVE THE ACCEPTANCE OF A QUITCLAIM DEED FROM LLOYD “BO” GEORGE FOR ANY AND ALL REMAINING INTEREST IN ALL OTHER PROPERTY AT MACON DOWNTOWN AIRPORT; FOR OTHER PURPOSES.

WHEREAS, Lloyd “Bo” George is the owner of Aero Art, LLC; and

WHEREAS, Lloyd “Bo” George previously had an agreement in place to operate a fixed based operator fuel delivery mechanism at Macon Downtown Airport, and also leased other buildings at Macon Downtown Airport; and

WHEREAS, Lloyd “Bo” George now wishes to terminate the leases in place and only have a ground lease for one (1) hangar at Macon Downtown Airport, which is commonly referred to as the “Brown Hangar”; and

WHEREAS, the County will terminate all previous lease agreements with Lloyd “Bo” George, with the exception of the lease agreement for T-Hangars located on Parcel U080-0183, and Lloyd “Bo” George will execute a quitclaim deed in favor of Macon-Bibb County to relinquish all interest and rights in said property at Macon Downtown Airport; and

WHEREAS, upon the execution of the quitclaim deed, Macon-Bibb County will execute a Ground Lease Agreement with Aero Art, LLC (which is owned solely by Lloyd “Bo” George) for the Brown Hangar area; and

WHEREAS, this hangar will be used as an aircraft paint facility and the lease payment will be in the amount of three thousand three hundred dollars ($3,300) annually; and

WHEREAS, the Ground Lease Agreement will be for an initial term of twenty (20) years, with one (1) option for a five (5) year renewal period at the request of the Tenant; and

WHEREAS, upon the expiration of the Ground Lease Agreement, the building and subsequent improvements will become the property of 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 Aero Art, LLC for a Ground Lease Agreement of what is commonly referred to as the “Brown Hangar” at Macon Downtown Airport; and
NOW, THEREFORE, BE IT FURTHER RESOLVED by the Macon Bibb County Commission, and it is hereby resolved by authority of the same, that the County is authorized to terminate all previous lease agreements in place in whatever form that Lloyd "Bo" George, and any company, corporation, or agent of Lloyd "Bo" George, may have at Macon Downtown Airport; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Macon Bibb County Commission, and it is hereby resolved by authority of the same, that the County is authorized to accept a Quitclaim Deed in favor of Macon-Bibb County to accept all interest in whatever form that Lloyd "Bo" George, and any company, corporation, or agent of Lloyd "Bo" George, has in the remaining property located at Macon Downtown Airport; and

SO RESOLVED this _____ day of ____________, 2014.

By: ___________________________

ROBERT A.B. REICHERT, Mayor

Attest: _________________________

SHELIA THURMOND, Clerk of Commission
A RESOLUTION TO CONSIDER A PETITION SUBMITTED ON BEHALF OF RICHARD S. GEORGE REQUESTING THAT MACON-BIBB COUNTY CONSTRUCT AND MAINTAIN ADDITIONAL RIGHT-OF-WAY ON CRAWFORD ROAD; AND FOR OTHER PURPOSES.

WHEREAS, on or about July 14, 2014, a petition was received by the County from Richard S. George requesting that the County construct and maintain additional right-of-way on Crawford Road; and

WHEREAS, a copy of this petition and an accompanying letter sent on behalf of Mr. George have been attached hereto as Exhibit A; and

WHEREAS, to provide a brief background of this area, in the late 1980’s, the County attempted to acquire sufficient right-of-way to pave Crawford Road; and

WHEREAS, Mr. George was a property owner at this time and executed a deed to grant the County right-of-way on his property (attached hereto as Exhibit B); and

WHEREAS, however, the minutes from October 20, 1987 reflect that the County was unable to acquire all the needed right-of-ways for said project and the project was subsequently removed (attached hereto as Exhibit C); and

WHEREAS, Mr. George now wishes to subdivide his parcel into two (2) separate parcels; and

WHEREAS, Mr. George would maintain possession of the front portion of the divided parcel and access his parcel through an easement off Zebulon Road as he has for over twenty (20) years; and

WHEREAS, however, Mr. George wishes for the back portion of the divided parcel to have a separate entrance that will not require the back portion property owner to cross the front parcel to access the land; and

WHEREAS, Mr. George wishes to have the end of Crawford Road improved and constructed approximately an additional 800-1000 feet so that the back portion property owner can access the lot through Crawford Road; and

WHEREAS, a cost estimate has been conducted by the Macon-Bibb County Engineering Department and the Macon-Bibb County Public Works Department which has been attached hereto as Exhibit D; and

WHEREAS, Mr. George is represented by S. Phillip Brown; and
WHEREAS, the County Attorney’s Office has meet with Mr. Brown on several occasions to discuss this matter and the implications involved; and

WHEREAS, Mr. George has submitted a petition for review to allow the Board of Commissioners to hear this request and render a decision on the matter; and

WHEREAS, the information is now being presented to the Commission to review;

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 Petition submitted on behalf of Richard S. George to construct and improve Crawford Road is hereby approved/disapproved (circle) and that the work shall be completed by the Macon-Bibb County Engineering Department and the Macon-Bibb County Public Works Department.

SO RESOLVED this _____ day of ________________, 2014.

By: ________________________________

ROBERT A.B. REICHERT, Mayor

Attest: ________________________________

SHEILA THURMOND, Clerk of Commission
EXHIBIT A

Petition for Review and Letter from Attorney on behalf of Richard George
PETITION

TO: The Honorable Robert A.B. Reichert, Mayor of Macon-Bibb County, Macon-Bibb County Commissioners Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Bert Bivins, III, Ed Dewater, Scotty Shepherd, Virgil Watkins, Jr. and Al Tillman, and David P. Fortson, P.E., City-County Engineer, Macon-Bibb County, Georgia

COMES NOW, RICHARD SCHUYLER GEORGE, residing at 5276 Zebulon Road, Macon, Bibb County, Georgia, and petitions Macon-Bibb County, Georgia as follows:

1.

Petitioner is the owner of certain parcels of land described as Tracts 1 and 2, containing 13.26 acres, and 12.42 acres, respectively, located in Land Lot 276 of said City-County and designated as Tracts 1 and 2, hereafter “George” property on a plat for Petitioner by Donaldson Garrett, & Associates, Inc., dated December 26, 2013, a copy of which is attached hereto. This plat has been filed of record in the Clerk’s Office, Macon-Bibb County, Georgia Superior Court in Plat Book 93, Page 663.

2.

Tracts 1 and 2 of the George property were conveyed to Petitioner by Executor’s Deed by the Citizens & Southern National Bank as Executor of the Estate of John Palmer George, deceased, late of Dougherty County, Georgia, which deed is dated December 31, 1981, and recorded January 4, 1982 in Deed Book 1421, Pages 756 and 757, Clerk’s Office, Macon-Bibb County, Georgia.

3.

Tracts 1 and 2 are sub-parcels of a single parcel of property shown as Tract C containing 25.69 acres on a plat recorded in Plat Book 63, Page 36, said Clerk’s Office, and further shown on a plat referenced above by Donaldson Garrett & Associates, Inc. filed of record in said Clerk’s Office.
in Book 93, Page 663, said Clerk’s Office. Copies of said referenced documents are attached hereto and made a part of this Petition by incorporation. These tracts reflect the division of Tract 2, yet this division is not yet shown on tax maps in the Tax Assessor’s Office.

4.

Petitioner resides on said Tract 1 of said plat, and proposes to list Tract 2 of said property for sale. Tract 2 may or may not be subdivided in the purchase. This Petition does not address any subdivision tracts.

5.

In its present state of development the purchasers of Tract 2 would not have access to a public road. This fact defines the purpose of this Petition which is to provide access from Crawford Road to Tract 2, from the 60-foot wide strip running in an east-west direction a distance of 498.90 feet to an iron pin at the easternmost point of said 60-foot wide strip, thence south 60 feet to another iron pin at the intersection of said strip with the right-of-way of Crawford Road. This 60-foot strip runs along the southern boundary of Petitioner’s property to the intersection of four land lots, Land Lots 269, 270, 275 and 276 all as shown on said plat. An iron pin is at the southwestern corner of Tract 2 marking the intersection of the land lots.

6.

Petitioner requests and petitions Macon-Bibb County, Georgia to construct and maintain the entire right of way of Crawford Road from its present location of development, extending it in a northern direction to the intersection with the 60-foot wide strip of Petitioner’s property described above. This extension would be for the purpose of offering to potential purchasers of Tract 2, egress and ingress to and from Crawford Road.
7.

This construction and completion of Crawford Road should be at the City-County expense as required by O.C.G.A. § 32-4-41, a copy of which is attached hereto.

8.

Petitioner requests such formal approval as may be necessary for Petitioner or his successors in title to clear this 60-foot strip and such portion of Tract 2 on said plat as is necessary in order for Petitioner to offer access to potential purchasers of Tract 2, egress and ingress to, from and along said 60-foot wide strip, said access being to and from Crawford Road so that Petitioner, his successors in title and the public will have access to any future improvement on Tract 2 to and from Crawford Road.

Respectfully submitted this 14th day of July, 2014 by Richard Schuyler George, individually as signed below by Petitioner, and through his attorney, S. Phillip Brown.

RICHARD SCHUYLER GEORGE, Petitioner, and

S. PHILLIP BROWN
Anderson, Walker & Reichert, LLP
P.O. Box 6497
Macon, GA 31208-6497
(478) 743-8651
ATTORNEY FOR PETITIONER

cc: Mayor Robert A.B. Reichert
Macon-Bibb County Commissioners
Mr. David A. Fortson, P.E., City-County Engineer
July 14, 2014

The Honorable Robert A.B. Reichert, Mayor
700 Poplar Street
Macon, GA 31201

Re: Request of Richard Schuyler George for Macon-Bibb County to open and extend the right-of-way of Crawford Road, at its expense

Dear Mayor Reichert and Honorable Members of the Macon-Bibb County Commission:

This firm represents Mr. Richard S. George of Zebulon Road in Macon, Bibb County, Georgia. Mr. George owns a tract of land off Zebulon Road in Macon-Bibb County that extends to Zebulon Road by easement from his home place on Zebulon Road. He uses Zebulon Road to travel to and from his home; his address is shown to be on Zebulon Road, etc.

The purpose of this letter is to request that Crawford Road be improved by the City-County to provide for access to Crawford Road by purchasers of these two lots.

We sincerely believe that it is the county’s legal responsibility to maintain its roads in a fashion that makes them suitable for use by the public. In fact, a state statute so provides. See O.C.G.A § 32-4-41, Duties of county.

“The duties of a county with respect to its county road system, unless otherwise expressly limited by law, shall include but not be limited to the following:
(1) A county shall plan, design, improve, manage, control, construct, and maintain an adequate county road system and shall have control of and responsibility for all construction, maintenance, or other work related to the county road system...”
Mr. George plans to sell some acreage at the rear (south) of his property for one or two families to build a residence thereon. That portion of his property would logically be accessed from Crawford Road, an unpaved road that runs off Tucker Road.

The rear or south of Mr. George’s property extends to the Crawford Road right of way. See plat of Subdivision for Richard Schuyler George of 5276 Zebulon Road by Donaldson, Garrett, & Associates, Inc. Registered Land Surveyors, dated December 26, 2013 a copy of which is attached to this letter.

Crawford Road is platted to extend to Mr. George’s property, but at present, Crawford Road is not completed, and so is not suitable for vehicular traffic for several hundred feet before Crawford Road reaches Mr. George’s property.

We have discussed this matter with Mr. David Fortson, City-County Engineer. I certainly do not speak for him, but we think he will agree that Crawford Road is developed to within five or six hundred feet of Mr. George’s property, maybe less.

Mr. George previously filed a petition to have the City-County complete the improvements to Crawford Road in a way that would allow for purchasers of the tracts to have access to and from this property via Crawford Road.

It appears from plats (copies attached) that both Mr. George and the County of Bibb anticipated such a request as shown on a plat for Mr. George of his property located at 5276 Zebulon Road dated December 26, 2013, a copy of which is attached hereeto. Mr. George’s property is shown as having a 60-foot wide strip on the southern side of his property, which goes from the eastern boundary of Mr. George’s property to the (platted but unfinished) right-of-way at Crawford Road.

Mr. George purchased his property in December 1981 from Citizens and Southern Bank (now Bank of America). Mr. George has access to the front of his residence on said property from Zebulon Road via an easement over the lands of Bank of America. The easement runs from the north side of Mr. George’s property to Zebulon Road, a distance of 1,361.93 feet as shown on the attached plat.

The plat shows that Mr. George has platted two residential lots on the rear (south side) of his property. These lots are provided access to Crawford Road via a 60-foot wide strip at the rear (south side) of Mr. George’s property. This plat seems to show that the right of way of Crawford Road runs to Mr. George’s property.

A plat was prepared for Dr. Douglas Ott by Mr. Terry Scarborough, R.L.S., dated August 9, 1989, of record in Plat Book 81-135, copy attached. This plat shows that Crawford Road extends to Mr. George’s property. The plat has a note thereon that:

“This portion of Crawford Road will not be improved by Bibb County except in respect to the paving of the entire Road by assessment to the property owners.”
Mr. George plans to sell some acreage at the rear (south) of his property for one or two families to build a residence thereon. That portion of his property would logically be accessed from Crawford Road, an unpaved road that runs off Tucker Road.

The rear or south of Mr. George's property extends to the Crawford Road right-of-way. See plat of Subdivision for Richard Schmyler George of 5276 Zebulon Road by Donaldson, Garrett, & Associates, Inc. Registered Land Surveyors, dated December 26, 2013 a copy of which is attached to this letter.

Crawford Road is platted to extend to Mr. George's property, but at present, Crawford Road is not completed, and so is not suitable for vehicular traffic for several hundred feet before Crawford Road reaches Mr. George's property.

We have discussed this matter with Mr. David Fortson, City-County Engineer. I certainly do not speak for him, but we think he will agree that Crawford Road is developed to within five or six hundred feet of Mr. George's property, maybe less.

Mr. George previously filed a petition to have the City-County complete the improvements to Crawford Road in a way that would allow for purchasers of the tracts to have access to and from this property via Crawford Road.

It appears from plats (copies attached) that both Mr. George and the County of Bibb anticipated such a request as shown on a plat for Mr. George of his property located at 5276 Zebulon Road dated December 26, 2013, a copy of which is attached hereto. Mr. George’s property is shown as having a 60-foot wide strip on the southern side of his property which goes from the eastern boundary of Mr. George’s property to the (platted but unfinished) right-of-way at Crawford Road.

Mr. George purchased his property in December 1981 from Citizens and Southern Bank (now Bank of America). Mr. George has access to the front of his residence on said property from Zebulon Road via an easement over the lands of Bank of America. The easement runs from the north side of Mr. George’s property to Zebulon Road, a distance of 1,361.23 feet as shown on the attached plat.

The plat shows that Mr. George has platted two residential lots on the rear (south side) of his property. Those lots are provided access to Crawford Road via a 60-foot wide strip at the rear (south side) of Mr. George’s property. This plat seems to show that the right of way of Crawford Road runs to Mr. George’s property.

A plat was prepared for Dr. Douglas Ott by Mr. Terry Scarborough, R.L.S., dated August 9, 1989, of record in Plat Book 81-135, copy attached. This plat shows that Crawford Road extends to Mr. George’s property. The plat has a note thereon that:

“This portion of Crawford Road will not be improved by Bibb County except in respect to the paving of the entire Road by assessment to the property owners.”
This assertion on the plat that the County will not improve the road except on condition that the County paves the road and assesses the property owners, seems to defy O.C.G.A § 32-4-41, supra which requires counties to "improve, manage, control, construct, and maintain an adequate county road system and shall have control of and responsibility for all construction, maintenance, or other work related to the county road system."

Yet this assertion on the plat is not a statement by the county. It is a statement by the surveyor who prepared the plat. Assuming that the statement accurately reflects what the County authorities told the surveyor, it should not be deemed binding on anyone now for several reasons, a main one being that the Georgia Code referenced and cited above clearly provides counties' duties with regard to roads in a county road system. Further, it would not bind this new Mayor and Commission. The Code says plainly that:

§ 32-4-41, Duties of county

The duties of a county with respect to its county road system, unless otherwise expressly limited by law, shall include but not be limited to the following:
(1) A county shall plan, designate, improve, manage, control, construct, and maintain an adequate county road system and shall have control of and responsibility for all construction, maintenance, or other work related to the county road system.

Mr George is not requesting that Crawford Road be paved and owners along Crawford Road be assessed the cost. He is only asking that the County improve the platted Crawford Road so that it is made accessible from his property as shown on recorded plats.

Assuming that Crawford Road is part of the County Road System referenced by O.C.G.A.32-4-41, then O.C.G.A. 32-4-41 requires that the road be constructed and maintained by the county.

Mr. George's property extends in a southern direction to the north edge of Crawford Road, a dirt road in Macon-Bibb County. There is a short distance (probably 400 to 500 feet) between Mr. George's property and the portion of Crawford Road that has been completed.

My son who surveyed Mr. George's property some years ago thinks that the present improvements on Crawford Road come within a few hundred feet of Mr. George's property. That would mean that the County would need to complete those several hundred feet of Crawford Road before anyone would have access to Mr. George's property from Crawford Road. It seems that the parties all contemplated that Mr. George, or his guests or successors in title have access to Crawford Road from the south side of his property. The plat evidence that intention by giving Mr. George access to Crawford Road from the 60-foot strip that goes from his property to Crawford Road.
Mr. George is desirous of subdividing his property and selling off one or two tracts on the Crawford Road side of his property, which I have referred to as the rear of his property. His successors in title would have access to Crawford Road upon the completion of the improvements of Crawford Road.

Mr. George has a non-exclusive easement across Bank of America land from his residence to Zebulon Road. I did some research on non-exclusive easements, and if I understand that terminology correctly, the fact that it is a non-exclusive easement means that people other than Mr. George could traverse this easement from Mr. George's property to Zebulon Road. I doubt that the grant of this easement to Mr. George, in itself, gives Mr. George the right to grant an easement to other people to cross Bank of America's property. It would be Bank Of America that would retain the right to grant easements to additional people to cross its property as a matter of right.

The non-exclusive easement language would mean that Bank of America could grant easements to other people but Mr. George could not. Mr. George would have to have the right to alienate title to (transfer title to others) his property in order to grant easements to others over this easement. The bank simply has not granted to Mr. George any right to transfer an easement to others to go across bank land. He simply does not have that right.

We believe that the cost would be minimal to the City-County to complete Crawford Road from its present termination to Mr. George's property. I have gone out to Crawford Road which runs off Tucker Road and attempted to see how far it was from the present end of Crawford Road to Mr. George's property. It is grown up with substantial brush so that it is impossible for me to make that determination. My son, the surveyor, says it is several hundred feet from the current end of the cleared and graded Crawford Road to Mr. George's property. He does not have an exact figure for me.

I do not want to speak for Chief Engineer David Fortson, but I got the impression from talking to him that he did not think it would be very expensive to the County to complete Crawford Road to the 60-foot wide strip leading from the eastern boundary of Mr. George's property. Mr. Fortson did not give me any details as to what would have to be done to complete Crawford Road. I assumed without asking that he had not done that measurement and assessment of material and work that would need to be done in order to give a knowledgeable estimate of costs.

He was talking in terms of what was probably needed. Completing Crawford Road included the possibility of some scraping, rearranging and spreading dirt, and the possibility of either a culvert or gravel to fill in the swale that would possibly appear at the end of Crawford Road near its intersection with Mr. George's 60-foot strip. My son the surveyor believes that the County cleared the area of trees up to Mr. George's 60-foot strip.

If my assessment of the work that needs to be done is in error, I beg your pardon. I do not propose to know exactly what needs to be done; and I do not make any assertion about the accuracy of my description of what needs to be done in order to complete Crawford Road.
I would assert that my general knowledge about developing land would lead me to believe that the cost to the City-County in completing Crawford Road to the point that it has been platted of record, would be recouped to the City-County by added tax base in very short order upon the construction of either one or two houses on Mr. George's property.

The completed Crawford Road would make those houses more valuable than if they fronted on Zebulon Rd. with access only to Zebulon only by easement of some 2,000 feet (40% of a mile). 2,000 feet is calculated since purchasers from Mr. George would not only have to travel Mr. George's 1394 ft easement across the Bank's land but also the distance across Tract One on said plat a distance of 604 feet. Even at that, and as I explain below, I am unsure the purchasers would have a valid easement. Mr. George's easement only clothes him with a right to use it for ingress and egress. It does not seem to clothe him with authority to grant an easement for others to gain access to Zebulon Road.

The logic of the law as I see it is simple and good. C&S Bank (now Bank of America) gave an easement to Mr. George to travel over that easement. If more traffic is placed on that easement, Bank of America has an interest in that fact. It would impact the value of the Bank of America land that additional people would be traversing Bank of America property without Bank of America approval.

If Mr. George or Bank of America gave easement rights to others to use Mr. George's easement to Zebulon Road, that would entail extra expenses in deciding and agreeing on who would maintain the easement, at whose expense, and how these parties would settle disputes about such issues. For this and other related reasons, Mr. George could not sell the property under such terms. Mainly, he does not want neighbors crossing his land where his residence is located.

Since the expense to the City-County in completing Crawford Road would add substantially to the tax base of Macon-Bibb, and since the cost of completing Crawford Road is minimal, I think this is a good deal for both parties, Macon-Bibb and Mr. George.

I appreciate all of your considerations of this request to complete Crawford Road to its intersection with Mr. George’s property.

Very truly yours,

S. Phillip Brown.

SPB:ag
Enclosure
cc: Mr. David P. Fortson, P.E.
Mr. Richard S. George.
§ 32-4-41. Duties of county

Currentness

The duties of a county with respect to its county road system, unless otherwise expressly limited by law, shall include but not be limited to the following:

(1) A county shall plan, designate, improve, manage, control, construct, and maintain an adequate county road system and shall have control of and responsibility for all construction, maintenance, or other work related to the county road system. Such work may be accomplished through the use of county forces, including inmate labor, by contract as authorized in paragraph (5) of Code Section 32-4-42, or otherwise as permitted by law. Nothing in this paragraph shall be construed to prevent a county from entering into a contract providing for a municipality to maintain an extension of the county road system within the municipal limits;

(2) A county shall control, administer, and account for funds received for the county road system and activities incident thereto from any source whatsoever, whether federal, state, county, municipal, or any other, and it shall expend such funds for and on behalf of the county in connection with the county road system and for any purpose in connection therewith which may be authorized in this title or by any other law;

(3) A county shall inspect and determine the maximum load, weight, and other vehicular dimensions which can be safely transported over each bridge or the county road system and shall post on each bridge and on each approach thereto on the county road a sign containing a legible notice showing such maximum safe limits, each such sign to conform to the department regulations promulgated under authority of Code Section 32-6-59. However, the department is authorized to give technical assistance to counties, when so requested, in carrying out this paragraph. It shall be unlawful for any person to haul, drive, or bring on any bridge any vehicle, load, or weight which in any manner exceeds the maximum limits so ascertained and posted on such bridge; and any person hauling, driving, or otherwise bringing on such bridge any load or weight exceeding the maximum limits so ascertained and posted shall do so at his own risk, and the county shall not be liable for any damages to persons or property that may result therefrom;

(4) A county shall keep on file in the office of the county clerk, available for public inspection, the map of the county road system prepared by the department as provided for in subsection (a) of Code Section 32-4-42. In addition to keeping on file a map of the county road system, the county shall notify the department within three months after a county road is added to the local road or street system and shall further notify the department within three months after a local road or street has been abandoned. This notification shall be accompanied by an appropriate digital, file, map, or plat depicting the location of the new or abandoned road;

(5) A county shall procure the necessary rights of way for public roads of the state highway system within the county in compliance with subsection (c) of Code Section 32-3-3 and Code Section 32-5-25; and

(6) In acquiring property for rights of way for federal-aid highway projects on its county road system, the county shall comply with the requirements of the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended by the Uniform Relocation Act Amendments of 1987, Title IV of Public Law 100-17, and in general shall be guided by the policies applicable to the department as set forth in Code Section 32-5-1.

Credits
Formerly Code 1933, § 95A-401.

Editors' Notes
September 5, 2014

Mr. Judd Drake
Office of the Macon-Bibb Attorney
700 Poplar St.,
Macon, GA 31201

Re: Richard Schuyler George vs. Macon-Bibb County
Easement at Crawford Road

Dear Mr. Drake:

I write this letter after our conversation of last Friday, when you told me by phone that the City-County was not planning to, and is refusing to honor its commitment to construct and maintain Crawford Road so that it (Crawford Road) is improved all the way to Mr. George’s property.

Some of what I’m saying, is for your benefit, since it is fairly clear to me that the Engineers Office is having great impact on the city—County’s Legal Department. There may be some unstated reason for that. For example you mentioned in passing that there may be a wetlands problem with completing the project. If that is the real issue, let’s deal with that openly since that is how we will find a resolution to the problem.

Potential Wetlands Issue:

I have an idea worth exploring if wetlands regulations are the actual but unstated problem.

If that is the issue, I would like to suggest that we get that issue cut in the open and deal with it with full knowledge.

My son, Phillip is on a Maine hiking trail, and so not in contact by phone this week. Yet I recall his telling me several months ago that this easement was completely developed at one point. It was graded and cleared all the way to Mr George’s property. Mr. George did not then have a buyer for his lots, and so the driveway was not used. Therefore the cleared area of the easement grew up in what are now young trees and ‘brush.’
Assuming the accuracy of my memory of what he told me (and I will have to check with him when he returns from the hiking trip), we may be able to truthfully and accurately say that the easement was completed by the County, and that all that needs to be done now is to clear out the undergrowth to restore the easement to its then finished condition. The point here is that if it was completed without any wetlands problem, there must have been no such problem.

I am not sure on this point since I am not familiar with wetlands law and regulations. But if it is already completed in accordance with wetlands law at the time it was completed, I see no reason that wetlands law would prohibit us from using it now.

I do not want to spend money researching that issue until I know the facts regarding any claim by any agency or person of a potential wetlands issue. If you know the facts, please let me know them.

Even if there is a wetlands issue, it is possible that facts on the ground would allow us to move the easement a bit so that the wetlands issue vanishes, or so that it could be addressed with little trouble or expense. For example, Mr George has that 60' strip of land protruding from the main part of his property to reach the easement. We may be able to move the accesses road from his property to the easement left or right on his property so that there would not be a wetlands issue.

Else we may be able to resolve any wetlands problem in some other legal and proper way.

Let's just get the facts and deal with the issue as best we can. I trust we can find a proper way to resolve the issue since that area of Crawford Road does not look like a wetlands to me.

**The Easement Deed and Law:**

My analysis of this easement deed seems straightforward and clear. In fact I know of no law or fact that negates the very clear legal and contractual rights and obligations of the parties generated by the document titled, “Right-of-Way Deed”, dated June 17, 1987 recorded in the clerk’s office, Bibb Superior Court in the book 1678, page 781.

A copy of this easement deed is attached to this letter for your reference.

The operative paragraph begins, Now, THEREFORE, in consideration of the benefits to my property by the **construction and maintenance** of said road, and in consideration of one dollar ($1.00) in hand paid, the receipt of which is hereby acknowledged, I do hereby grant, bargain, sell and convey to Bibb County, Georgia, its successors and assigns so much of land No. 275 of the 13th Land District of said County, as is required to make a right-of-way totaling 60 feet in width...""

The deed goes on to describe station marks that marked the west side of the conveyed easement and the east side of the easement conveyed by Mr George to the County.
I don’t think there is any disagreement as to where the easement starts and stops.

The deed is signed by Mr. George, duly witnessed by a common witness and by a Notary Public. It is recorded in the clerk’s office as set forth above. I have heard no complaints about the accuracy and completeness of the deed as to the description of the property conveyed by Mr. George to the County; nor has there been any complaint about the fact of the adequacy of consideration, paid by Mr. George in exchange for this conveyance to the County.

Nor has there been any contention that the County has returned to Mr. George the consideration paid. He does not want any such return. He only wants compliance with the clear terms of the deed, which by its own terms also constitutes a contract of future construction and maintenance of an easement by the County.

I gathered from our recent conversations that the language of this deed had not been parsed in detail. You mentioned for example that you felt that Mr. George had abandoned his easement. Yet, and since the easement created by the deed is the County’s easement, Mr. George cannot and could not abandon the county’s property (easement). The quit-claim deed at issue conveyed the easement to the County.

The deed states that Party of the first part, (Mr. George) is the owner of a tract of land through which Crawford Road runs from Tucker Road to Mr. George’s property. At the time of the deed Mr. George was ‘Party of the first part” as that term is used in the deed. He was ‘Party of the first part,” since he was grantor. Grantors of deeds are the ones who are commonly, and I think universally, referred to in deeds as ‘Party of the first part.”

I think this provision of the deed has been misinterpreted. For this reason, and to avoid any misunderstanding that would prevent our finding a solution to any differences, I want to go through this conveyance, and the consideration language of the deed, step by step, so we will be on the same page.

The second paragraph of the deed, beginning with the word “Witnesseth” states that party of the first part (Mr. George) is owner of a tract through which Crawford Road has been surveyed and platted by the County Engineer. This lets us know that we talking about Mr. George’s property, being property through which there has been platted Crawford Road.

The next paragraph begins, “Now, Therefore, in consideration of the benefit to my (Mr. George’s) property by the construction and maintenance of said road, and in consideration of one dollar ($1.00) in hand paid (Mr. George) grants, bargains and sells to Bibb County, its successors and assigns, a certain right-of-way easement 60 feet in width from a beginning station point, to an ending station point.

A plain language restatement of that paragraph avoids any confusion about which party is conveying the property to whom, and who is paying the consideration, and who is receiving the property conveyed by this deed, as well as what the consideration is.
I think all of this has been confused, which is easy to occur. I want to make it as clear to all of us as it can be made. If there is any disagreement about who is paying whom, what amount, and for what consideration, I think this will resolve our confusion.

If we substitute names for phrases such as, "party of the first part", it will make reading this much easier. It will also clarify any misinterpretations of which I see several misinterpretations that I attribute to confusion.

This paragraph states, with substitutions of party names for party of first part, etc. as follows:

Now, therefore, in consideration of the benefit to Mr. George's property by Macon-Bibb County's construction and maintenance of said road, and in further consideration of one dollar paid to Mr. George by Bibb County, the receipt of which Mr. George acknowledges, Mr. George hereby grants, bargains, sells and conveys to Bibb County and its successors (Macon - Bibb County) so much land in the 13th Land District as is required for the County to make a right-of-way 60 feet in width serving Mr. George's property. It goes on to then establish the beginning and ending point of the 60 foot right-of-way.

The deed language then states that the right-of-way begins at the north property line of Robert Bragg and extends to the south and east line of Dr. Thomas Meyer's property. This is then stated to be evident on the plans prepared by the County Engineer on file in the County Engineer's office.

The following paragraph states that it is the intention of the signer (Mr. George) of this agreement for Mr. George to grant to Bibb County full and complete title to the right of way for the above road (Crawford Road) containing 0.12 acres.

This is very important because when we talked last Friday you stated that it was the City-County's position that Mr. George had abandoned this right-of-way. Note the impossibility of Mr. George abandoning the County's right-of-way. The City-County has title to the right of way, and so only the City-County can abandon its own right of way. Mr. George cannot abandon the City-County's easement.

The consideration paid to Mr. George in exchange for the City County receiving title by deed from Mr. George, was the benefit to Mr. George of the County agreeing to construct and maintain the road, including this easement. In fact the County did at one time improve Crawford road, which is dirt from beginning to end of the road, beginning at Tucker Road and going all the way to Mr. George's property. This is a considerable distance of about a mile in length, with a number of houses built on both sides of the road which would number in the teens or 20s, in my recollection.

The City-County cannot be contending that Mr. George abandoned the entirety of Crawford Road. Crawford Road is the only means of ingress and egress to and from the numerous houses built along this road. This road has been accepted and designated on various surveys and plats as a County road.
The plats which we showed you during my visit to the office clearly designate Crawford Road as having been platted from Tucker Road all the way to Mr. George's property. This deed was conveyed to the County by Mr. George in consideration for the County's 'construction and maintenance' of said (Crawford) Road.

The first point is that Mr. George conveyed that easement to the County. Mr. George cannot abandon the County's title to this easement.

The second point is that the consideration for this transfer of title was the benefit to Mr. George by the County's construction and maintenance of this road.

Of significant note is that the County's promise was to construct and maintain the road, not just this short piece of the easement. Yet that is not an issue in dispute. The County only refuses to construct that part of the entire road that connects Mr. George to the road already established at the time of the deed.

The purpose as set forth in the deed is to benefit Mr. George's property by the County constructing and maintaining Crawford Road. This construction and maintaining Crawford Road obviously benefits Mr. George since that is how he was contemplating getting to and from his property, especially to and from the portion of his property that he planned to sell. His plan to sell off a back portion of his property was evident by his having reserved a 60' strip across the back of his property to access Crawford Road.

The County did not agree to construct and maintain just the easement. It agreed to construct and maintain Crawford Road. If it would construct and maintain Crawford Road as it bargained to do, then Mr. George could sell his property, and we would have no disagreement to fight about. (I do agree that the failure to construct the easement connecting Crawford Road to Mr. George's property is the only actual issue we have).

Crawford Road was once cleared and constructed all the way to Mr. George's property with the circle at the end of the road. The County did at some point discontinue its maintenance of the road. Thereafter it grew up to some extent with vegetation, including small trees. Yet any abandonment attempted to be proved would be the County's attempted abandonment, not Mr. George's.

I explained the reason Mr. George needs this access to Crawford road in order to sell his property. Mr. George and his wife both are in their late years of life. They have access to the house they live in from Zebulon Road only over an easement from a large bank that owns the property between Mr. George's house and Zebulon Road.

Mr. George will not sell, and has never intended to sell property to the rear of his house (property between his house and Crawford Road) and allow the purchasers to have access to that property by traversing Mr. George's easement across bank land to Zebulon Road.
Mr. Judd Drake  
September 5, 2014  
Page Six

First of all, Mr. George has no right to grant additional purchasers’ access to their property by use of the easement that was given to Mr. George. The bank would have the last say on that, and Mr. George has no right to offer property to sell conditioned upon purchasers having rights over an easement that was given to Mr. George personally. Secondly, Mr. George does not want, and will not sell to people who would depend for their access, traversing his easement from his house to Zebulon Road.

This would open up the possibility of not only the purchasers having to drive by the Georges’ house during all hours of day and night, but also the guest of the purchasers of the property. He has no way to know who would buy his property, nor how social they may be. Also, he is protective of his family’s privacy and does not want constant intrusion of privacy by visitors and land owners constantly traveling by his house.

It is not only his privacy that is of issue. He is a noted horticulturist. His property has a number of beautiful plants, some of which are exotic. It is simply not consistent with his desires or what he is willing to do, to sell his property to those who would have access to their property at the rear of his property only by traveling over his easement and land in order to gain access from Zebulon Road. Yet, and as stated above, he has no legal right to grant purchasers any right to access property they may buy from Mr. George only by traversing the personal easement he got from the bank.

Mr. George, with this quit claim deed to Bibb County, and in exchange for $1.00 consideration, made a solemn enforceable contract with the County that the County would construct and maintain Crawford Road. Crawford Road includes that portion that intersects Mr. George’s property as described in the deed from Mr. George.

I’m sure you lawyers do not have any intention to do anything other than what is legal and provided for by the terms of the contract in the deed of the easement. However, it appears that matters have gotten to the point that your office is placing, as a condition of the County complying with its legal obligations under the deed, that the Georges construct their own improvements to the right-of-way easement as it approaches their land.

Alternatively you are outrightly negating the terms of the deed, by stating that the City—County will neither construct nor maintain any right-of-way to the Georges’ property from Crawford Road, and they will have to give their purchasers access across land they do not own as a condition precedent to the County honoring its contractual duty to construct and maintain Crawford Road.

I think we got to this level of disagreement by misreading the deed. That is why I have as carefully and as accurately as I know how, restated the express terms of the deed at issue between the County and the Georges. I think that when you read this deed, you will clearly see that what we are asking is no more than what Mr. George has every legal right to obtain pursuant to the terms of that deed. The deed is not only a conveyance of a right-of-way easement to the County, but it also contains a promise that the County will both construct and maintain the easement from Crawford Road to the point of intersection with the George’s property.
There is no sleight-of-hand, and no verbal commitment that we are trying to enforce. We are trying to enforce only the plain unambiguous terms of their deed. We want nothing more than the rights that both parties, the Georges and the County, agreed to as evidenced by the written deed which was recorded by the County. Note the upper right-hand corner of the deed where the clerk’s office wrote Bill and Return, “B & R Co. Engineer.” This connotes that the County attorney recorded this deed, and the clerk of court made a note to bill the County Engineer’s office and return the original deed to the County Engineer.

I pointed to you last week, O.C.G.A. Sec. 32-7-2 that would not allow the County to abandon that easement without complying with the notice requirements and the official declaration of abandonment of an easement under conditions set out therein.

Please let me hear from you. I think the law and the pertinent facts are not at issue, and that the Georges are clearly entitled to have the easement on Crawford Road constructed and maintained by the County.

The Georges waited a long time for this. Please respond in due haste. We need to get this settled. Mr. George has at long last found a purchaser, and that purchaser is not going to wait forever. In the event the County should refuse to honor its obligation as set forth in the deed, we will have no option but to get them the relief they are entitled to by suit. We would hate to have to add a count for damages for loss of a sale of the land, but we will do so.

I would like to point out that Macon-Bibb County has no way to lose on this deal if it honors its word as set out in the deed. Even if the County spends a few thousand dollars to complete the easement as it agreed to do, it would recover this money forever in perpetuity through increased ad valorem tax revenue on improved land to be sold by Mr. George.

I feel a bit strange chiding the City-County for not honoring the terms of the contract when, if they comply with the terms of the contract, they would be able to collect more money the first year, and every year thereafter by way of ad valorem taxes on property that will be improved by building a nice house on each of two tracts.

The added annual property tax collected will likely be greater than the cost of completing the easement. I hope we are not arguing over an issue where the County would be much better off agreeing with our position.
I checked with Mr. George by phone this morning to see if there was anything that he had thought of that I needed to add to this letter. He says that he had not thought of it before, and it may not be relevant, but simply to complete the story, he recalls that the circle at the end of Crawford Road was cleared and graded at one time, and has since grown up with brush and small trees. This is consistent with what my son Phillip, the land surveyor, told me also.

Mr. George stated that at one time, and since the circle was not used much, people started discarding their rubbish on that circle. He would find used mattresses, beer bottles, etc. indicating that maybe people were partying in that area during the evening hours. He states that he did clean it up once with a motor grader or tractor of some sort.

The easement apparently was cleared and graded to its intersection with his 60-foot reserved easement as shown on the plats.

Please let me hear from you promptly as this is very important to Mr. George.

Very truly yours,

S. Phillip Brown

SPB:ag
Attachments
cc: Mayor Robert A.B. Reichert (w/att.)
    Mr. Richard George (w/att.)
Bibb County Roads and Bridges Department
RIGHT OF WAY DEED
CRANDFORD Road
Project No. 6F (67) 4

GEORGIA, BIBB COUNTY.

THIS CONVEYANCE made and executed the 17th day of June, 1934.

BETWIXT: Richard Schroeder George
of the County of Bibb, in the first part, and Bibb County, Georgia, a political subdivision of the State of Georgia, in the second part.

WITNESSES: That the said party of the first part is the owner of a tract of land in said County through which a road, known as the Grapford Road, a 30 foot public right-of-way, 3200 feet, a part of the north of Tucker Road, Project No. 6F (67) 4, has been surveyed and platted by the County Engineer, or his authorized representative.

NOW, THEREFORE, in consideration of the consideration in money to be paid, the receipt of which is hereby acknowledged, the said party of the second part, aforesaid, does hereby convey, transfer and assign all right, title and interest to the said party of the first part, aforesaid, to Bibb County, Georgia, to any successor or assigns, to such land in land lot No. 275, of the 13th Land District of Bibb County, Georgia, as is required to make a right of way extending 30 feet in width, the land hereby conveyed described as follows: in the 13th Land District, of said County, Georgia, to the north property line of Robert B. Rice and extends to the south and west line of the property of Dr. Thomas W. Rice.

All as fully shown on plan prepared by the County Engineer or his authorized representative, to be filed in the office of the County Engineer, to which plan reference is hereby made for the purpose of a more complete description of the lands herein conveyed.

In the event of the failure of any of the persons executing this instrument to deliver the land described in this instrument to the county, the county is hereby granted the right to enter upon the land described and to construct the road and to do all other things necessary to effect the purposes of this instrument.

CONDITIONS AND RESERVATIONS

GEORGIA, BIBB COUNTY, Clerk's Office
Filed for Record Oct 12 1934, 10 A.M.
Recorded Oct 12 1934

In case the right of way is abandoned as a highway location, there shall revert to the property from which it is taken.

The information filled in this deed was inserted before execution by the County Engineer.

For the same consideration, I do hereby grant the right to all necessary drainage in the construction and maintenance of said road extending over the said right of way and on any lands adjacent thereto, and also rights in said County from any claim or damage arising on account of overthrows of said road, or fills and embankments, ditches, or culverts or bridges, or because of lack of water, arising in course of万元以上, or in any other manner.

To have and to hold the said conveyed premises in fee simple.

I hereby warrant that I have the right to sell and convey said land and bind myself, my heirs, executors, and administrators forever to be held by reason of these premises. There are no conditions, restrictions or reservations, other than those herein stated.

IN Testimony WHEREOF, I have hereunto set my hand and seal the day and year above written.

Signed, sealed and delivered in the presence of:

E. G. George, County Engineer
Whitney Public, Bibb County, Georgia
My Commission Expires July 8, 1939

Deed No. 3
O.C.G.A. § 32-7-2(b)(1) states: “When it is determined that a section of the county road system has for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it, the County, by certification recorded in its minutes, accompanied by a plat or sketch, and, after notice to property owners located thereon, after notice of such determination is published in the newspaper in which the sheriff’s advertisements for the county are published once a week for a period of two weeks, and after a public hearing on such issue, may declare that section of the county road system abandoned. Thereafter, that section of road shall no longer be part of the county road system and the rights of the public in and to the section of road as a public road shall cease. (2) Prior to certifying the abandonment of a road or section thereof, the county shall give notice of its intention to the municipality into which or through which any part of such road passes.
EXHIBIT B

1987 Right of Way Deed
Bibb County Roads and Bridges Department

RIGHT OF WAY DEED

CRANFORD

GEORGIA, BIBB COUNTY.

The conveyance made and executed this 17th day of June 1967.

RICHARD SCHULTZ, COUNTY ENGINEER

of the County of Bibb, at the first part, and Bibb County, Georgia, a political subdivision of the State of Georgia, party of the second part.

WITNESSETH: That the said party of the first part is the owner of a tract of land in said County through which a road, known as the

CRANFORD Road, between Tucker Road and north of Tucker Road, has been surveyed and platted by the

CRANFORD Road, Project No. 87-4, has been surveyed and platted by the

Bibb County Engineer, or his authorized representative.

NOW, THEREFORE, in consideration of the benefits to my property by the construction and maintenance of said road, and in consideration of One Dollar ($1.00) in hand paid, the receipt of which is hereby acknowledged, I do hereby grant, bargain, sell and convey

in Bibb County, Georgia, to remount and assign, to said land in land lot No. 275 of the 13th land

Deed, of said County, as is required to make a right of way running 80 feet in width. The land hereby donated is described as follows:

From S
e 33° 14' 

To S
e 33° 14'

From S

e 33° 14'

From S

e 33° 14'

31 + 21

31 + 72

61' to 50'

48'

22'

42'

42'

42'

36'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'

22'
EXHIBIT C

1987 Board Minutes regarding
Crawford Road
Minutes, Board of County Commissioners, Bibb County, Georgia

FINANCE & TAX COMMITTEE - Commissioner Billingslea, in the absence of Commissioner Justice, Chairman, reported the following:

1. The Finance Advisory Committee received reports today concerning pension fund investments for the fiscal year ending September 30, 1987. The growth rates were as follows:

<table>
<thead>
<tr>
<th>MANAGERS</th>
<th>MARKET VALUE</th>
<th>GROWTH RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atlanta Capital Management Co.</td>
<td>$9,300,314</td>
<td>18.4%</td>
</tr>
<tr>
<td>Investco, Inc.</td>
<td>$2,800,574</td>
<td>18.4%</td>
</tr>
</tbody>
</table>

2. With regard to a letter from Mr. Bob Fountain, concerning estimate from Mr. Larry Gist of $1,650 to repair the damage done to his home located at 531 Nyggo Avenue, by a tree which fell from County property, the Committee recommends payment to the amount of $1,650.00; and,

3. The Committee recommends effective October 1, 1987, that payments to the County's Inquest Jury be increased from $18.00 to $30.00 per day.

On motion of Commissioner Billingslea, second of Commissioner Zimmerman and carried, the aforementioned recommendations were approved as presented.

PUBLIC WORKS COMMITTEE - Commissioner Billingslea, Chairman, reported the following:

1. Due to the inability to obtain adequate right-of-way for the paving of Crawford Road, the Committee recommends that the Crawford Road project be removed from the County paving program until right-of-way can be furnished;

2. With regard to Bids received by the Clerk of the Board, Monday, October 12, 1987, for resurfacing of Roark Road, Springdale Woods Drive, Summerville Drive, Oak Tree Drive, Savage Creek Drive, Savage Hill Drive, Springwood Drive, Quail Trail, Monticello Drive, Whippoorwill Drive, Rutledge Drive and Bloomfield Road, Project Numbers 849-1-021 and 849-2-021, the Committee recommends that the contract be awarded to Stephens Paving Company, the low responsible bidder, at the unit prices bid, and that the Chairman of the Board be authorized to sign the contract as soon as satisfactory bonds have been furnished;

3. With regard to request of Mrs. Deborah McFadden for the County to share in the piping cost of the longitudinal ditch alongside Jeffery Road, the Committee respectfully denies this request. The Committee further requests that the request of Mrs. McFadden to raise the roadbed be respectfully denied, and hereby, the Committee would further request that the County will pipe the longitudinal ditches alongside a roadbed if the property owners purchase the pipe (present policy of Bibb County);

4. With regard to the petition of Mr. Robert Travis to register "Ruby Lane" as a public road of Bibb County, the Committee recommends that Bibb County open Ruby Lane and after work is completed, Ruby Lane will be accepted for registration with Bibb County and placed on the County Road Register for maintenance by County forces;

5. With regard to the documents from the Department of Transportation to be executed by the Board concerning Averaide Mill Road in the City of Macon, the Committee recommends that Board Chairman be authorized to sign the documents for widening Averaide Mill Road. The Committee reports that correspondence from the County to the City of Macon should state that Bibb County will expend no money for this project; that the signing of these documents is merely to aid the City of Macon in obtaining a State/County Contract. The Committee further reports that if the proposed widening is constructed in accordance with D.O.T. drawings and specifications, the County will assume maintenance upon its completion;

6. With regard to letter from Mr. Jim Kenney concerning the intersection of Sandus Church Road and Hartley Bridge Road, the Committee reports that this letter has been forwarded to the Macon-Bibb County Traffic Engineer, Bill Wilie, for study and recommendations; and,

7. With regard to documents from the Department of Transportation to be executed by the Board concerning the bridge widening on Zebulon Road over Cockspur Creek, the Committee recommends that the Board Chairman be authorized to sign the attached documents from D.O.T. concerning the bridge widening on Zebulon Road over Cockspur Creek.

On motion of Commissioner Billingslea, second of Commissioner Zimmerman and carried, the aforementioned recommendations were approved as presented.

COURTHOUSE & PROPERTIES COMMITTEE - Commissioner Zimmerman, Chairman, reported the following:

1. With regard to Bids received Thursday, October 15, 1987, for Carpet & Installation, the Committee recommends award of bid to A & J "Thompson has recommended bidder in the
FINANCE AND TAX COMMITTEE - Commissioner Justice reported the following:

1. With regard to letter from Mr. Curtis Cooper and Mr. James Samuel of Macon-Bibb Economic Opportunity Council, requesting that the County pay the cost of the necessary legal preparation that will be incurred by R.O.C. in responding to a complaint by a former employee, the Committee recommends approval to provide funds for the necessary legal preparation which will be incurred by the organization in defending suit brought by Mrs. Lorraine Stephens against the Council and its officers and directors.

On motion of Commissioner Justice, second of Commissioner Hilligsten and carried, the before-named recommendation was approved as presented.

CONVENTION & VISITORS BUREAU - Commissioner Justice reported that the Macon-Bibb County area is no longer being considered for the Rodeo.

COMMISSIONER JUSTICE'S REPORT TO THE PEOPLE - Commissioner Justice stated that he had his Annual Report to the People meeting last evening and several items came up for discussion and asked that the Board Chairmen refer those items to the appropriate Committees:

1. Request that U. S. 80 (Blacksheer Parkway at I-75 Chambers Road) from the top of the hill from Macon College all of the way past the turn of 475 past Frontage Road, that Mr. Bill White, Macon-Bibb County Traffic Engineer, be required to look at it again.

There has been wreck after wreck and the residents indicated that they fear for their lives when they drive through this area as there have been a lot of fatalities in this area. Indications are that speed zones and traffic lights need to be considered.

Chairman Greene noted that this area is in the City, but that he had no reservations in referring this request to Mr. Bill White and the Public Works Committee.

2. South Welden Road at Houston Road - the possibility of widening that intersection or the radius going into Houston Road to Welden Road. This area is very narrow and seriously needs to be widened. This request was referred to the Public Works Committee.

3. In the course of writing for Sorlee Circle to be paved, request that it be maintained on a regular basis.

4. Speed Limit on Sardis Church Road. Presently, the speed limit is 35 and 45 miles per hour. This is in something that the residents are very concerned about as well as speed signs all up and down Sardis Church Road. This item was referred to the Public Works Committee.

5. Avondale Mill Road at the Airport. With the step up of the increased traffic in that area because of the McDonnell Douglas Company and other similar industries, the possibility of establishing a new road was discussed. Chairman Greene noted that he would discuss this matter with Major Arnold, the Bibb County Sheriff.

6. The grading of Old Columbus Road with regard to bumps, etc. The County Engineer stated that they were presently working on Houston Road and handling one road at a time, but that Old Columbus Road is on the Public Works itinerant.

PUBLIC WORKS COMMITTEE - Commissioner Hilligsten reported the following:

1. With regard to the letter of July 10, 1987, from Mr. William Roberts of Holiday Inn - Macon Bypass I-75 U. S. 80, requesting warning devices at the intersection of Chambers Road and Harrisburg Road, the Committee reports that the above referenced letter has been forwarded to Mr. Bill White, Macon-Bibb County Traffic Engineer, for coordination with the State Department of Transportation.

2. With regard to letter of June 3, 1987, from Mr. Geraldine Morris concerning the proposed paving and widening of Crawford Road, the Committee reports that the paving of Crawford Road on an assessment basis has been respectfully denied due to the inability to obtain sufficient right-of-way:

3. With regard to the request of Mr. James Clark that Pace Street be closed, the Committee reports that this request has been handled previously by the Board.

4. With regard to letter of April 17, 1987, from Mr. Danny Andrews requesting that Dardy Drive be maintained as a County Road, the Committee reports that the County would be willing to assume maintenance of Dardy Drive if sufficient right-of-way can be obtained from property owners.

5. With regard to the letter of September 9, 1987, from Mr. M. E. Bryant requesting a traffic light at the intersection of Liberty Church Road, Warner Robins Highway and Cochran Field Road, the Committee reports that the intersection of Liberty Church Road and Warner Robins Highway (SR-247) is a State Route and that any signalization would require approval by the State Department of Transportation. A copy of Mr. Bryant's letter is being forwarded to Mr. Bill White, Macon-Bibb County Traffic Engineer for coordination with the State Department of Transportation.
EXHIBIT D

Cost Estimate for Project
Crawford Rd. Estimated Cost Analysis

August 2014

Manpower: $7,544.40

(1) Field Supervisor 16.26 hr. x 120 hrs. $1,951.20
(1) Equipment Operator 11.50 hr. x 120 hrs. $1,380.00
(1) Truck Driver II 12.99 hr. x 120 hrs. $1,558.80
(2) Service Workers 11.06 hr. x 120 hrs. $2,654.40

Total $7,544.40

Equipment: $8,251.00

(1) Motorgrader 120 hrs. $2,799.00
(1) Backhoe 120 hrs. $1,320.00
(1) Excavator 120 hrs. $2,598.00
(1) Crewcab 120 hrs. $990.00
(1) Chainsaw 3.20 hr. x 20 hrs. $ 64.00
(1) Dump Trailer 8.00 hr. x 60 hrs. $480.00
Total $8,251.00

Material: $987.00

(5) Silk Fence $475.00
32 ft. of 18 inch RCP $512.00
$987.00

Manpower/Equipment/Material Total: $16,782.40

Tipping Fees 27.50 a ton x 30 tons $825.00

*Tipping fees may vary depended upon debris

Total: $17,607.40
10 L
A RESOLUTION OF THE MACON-BIBBB COUNTY COMMISSION TO ESTABLISH AND PROVIDE A SUMMARY OF THE HEALTH AND LIFE INSURANCE RETIREMENT BENEFITS CURRENTLY AVAILABLE TO FORMER BIBB COUNTY EMPLOYEES, FORMER CITY OF MACON EMPLOYEES, AND MACON-BIBBB COUNTY EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2014, AND TO ADOPT AN AMENDMENT TO THE MACON-BIBBB COUNTY OTHER POST EMPLOYMENT BENEFITS TRUST AGREEMENT PROVIDING THAT THESE RETIREMENT BENEFITS MAY BE FUNDED BY MACON-BIBBB COUNTY UNDER THE TRUST AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, Bibb County, Georgia established the Bibb County Other Post-Employment Benefits Trust (hereinafter the "County Plan") on or about January 1, 2008; and

WHEREAS, effective January 1, 2014, Bibb County, Georgia and the City of Macon, Georgia governments were restructured into a new political body corporate known as Macon-Bibb County, Georgia; and

WHEREAS, the Macon-Bibb County Commission amended the County Plan to provide for the consolidation of the City of Macon and Bibb County (hereinafter the "Macon-Bibb County Other Post Employment Benefits Trust") on or about April 16, 2014; and

WHEREAS, the Macon-Bibb County Commission wishes to establish and provide a summary of the health and life insurance retirement benefits which are currently available to former Bibb County employees, former City of Macon employees, and Macon-Bibb County employees hired on or after January 1, 2014, and to adopt an amendment to the Macon-Bibb County Other Post Employment Benefits Trust Agreement providing that these retirement benefits may be funded by Macon-Bibb County under the Trust;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by authority of the same that the Commission does hereby establish and provide a summary of the health and life insurance retirement benefits which are currently available to former Bibb County employees, former City of Macon employees, and Macon-Bibb
County employees hired on or after January 1, 2014, a copy of which is attached hereto and a part hereof.

BE IT FURTHER RESOLVED that the Macon-Bibb County Commission does hereby amend the Macon-Bibb County Other Post Employment Benefits Trust Agreement to provide that these retirement benefits may be funded by Macon-Bibb County under the Trust by replacing Exhibit “A” to the Macon-Bibb County Other Post Employment Benefits Trust Agreement in its entirety with the attachment hereto.

BE IT FURTHER RESOLVED that Macon-Bibb County reserves the right to modify, revise, amend, or discontinue health and life insurance retirement benefits for its employees and retirees at any time.

BE IT FURTHER RESOLVED that any resolution in conflict with this resolution is hereby repealed.

SO RESOLVED this _____ day of ________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:
SHELIA THURMOND, CLERK OF COMMISSION

(SEAL)
EXHIBIT A

SUMMARY OF EACH OF THE PLANS’ BENEFITS
FUNDED UNDER TRUST
(RESTATATED EFFECTIVE JANUARY 1, 2014)

HEALTH

Former Bibb County Employees:

- An employee who was hired by Bibb County, Georgia after May 1, 2011, shall not be eligible for any health benefits upon his or her retirement from Macon-Bibb County.

- An employee who was hired by Bibb County, Georgia, prior to May 1, 2011, (a “Pre-May 2011 Employee”), and has coverage under the Group Health Benefit Plan of either Bibb County or Macon-Bibb County on the day he/she becomes an eligible retiree is qualified to continue individual group retiree health care coverage at the premium rate to be determined by the Macon-Bibb County Commission, subject to applicable health plan document restrictions and/or conditions as may be amended from time to time. For all purposes of this summary related to former Bibb County employees, “eligible retiree” shall mean termination of employment after an employee has fulfilled all the requirements to receive a normal, early, or disability retirement under the Macon-Bibb County Pension Plan. Family coverage for health benefits, and vision and dental coverage may also be available to such eligible retirees at the premium rate established by Macon-Bibb County, Georgia each year.

- In no event shall any Pre-May 2011 Employee be eligible for retiree health care coverage if he/she terminates employment before becoming an eligible retiree or before the tenth anniversary of employment with Bibb County (10 Years of Service). An employee who is terminated or who resigns from employment after 10 Years of Service, but prior to becoming an eligible retiree, is not eligible for retiree health benefits, but shall only receive his or her pension benefits.

- A Pre-May 2011 Employee shall cease to be eligible to receive retiree health care benefits upon becoming Medicare eligible, except as provided below:
  
  - A Pre-May 2011 Employee who becomes an eligible retiree of either Bibb County or Macon-Bibb County prior to December 31, 2014, and enrolls in a medical plan through Extend Health shall be eligible to participate in a Health Reimbursement Arrangement (HRA) with a $388.00 per month subsidy. A Pre-May 1, 2011, Employee who retires from Macon-Bibb County after December 31, 2014, shall be treated the same as all other Macon-Bibb County employees and receive no HRA benefits upon becoming Medicare eligible retirees. Macon-Bibb County reserves the right to change, modify, revise, amend, or terminate the $388.00 Health Reimbursement Arrangement (HRA) plan benefit.

- For purposes of eligibility for retiree health coverage, Years of Service with Macon-Bibb County, Georgia are counted as Years of Service with Bibb County, Georgia.
Former City of Macon Employees:

- An employee who was hired by the City of Macon, Georgia, prior to January 1, 2014, and is covered under the Group Health Benefit Plan of either the City of Macon or Macon-Bibb County on the date of his/her becomes an eligible retiree is qualified to continue individual group retiree health care coverage at the premium rate to be determined by the Macon-Bibb County Commission, subject to applicable health plan document restrictions and/or conditions as may be amended from time to time. For all purposes of this summary related to former City of Macon employees, “eligible retiree” shall mean termination of employment after an employee has fulfilled all the requirements to receive a normal, early, or disability retirement under either Division A of the Macon-Bibb County Pensions and Retirement System or the Macon-Bibb County Fire & Police Department Employees’ Retirement System. Family coverage for health benefits, and vision and dental coverage may also be available to such eligible retirees at the premium rate established by Macon-Bibb County, Georgia each year.

- In no event shall any employee be eligible for retiree health care coverage if he/she terminates employment before becoming an eligible retiree.

- An eligible retiree shall cease to be eligible to receive retiree health care benefits upon becoming Medicare eligible

- For purposes of eligibility for retiree health coverage, Years of Service with Macon-Bibb County, Georgia are counted as Years of Service with the City of Macon, Georgia.

Macon-Bibb County Employees Hired on or after January 1, 2014:

- An employee who was hired by Macon-Bibb County, Georgia on or after January 1, 2014, shall not be eligible for any retiree health care benefits upon his or her retirement from Macon-Bibb County.

The Following Provisions Apply to All Former Bibb County and City of Macon Employees as well as Current Macon-Bibb County Employees:

- Macon-Bibb County, Georgia reserves the right to modify, revise, amend or discontinue any retiree health care benefits, (including but not limited to vision, dental, health, and HRA benefits), in its sole discretion at any time.

- See the Group Health Plan Document(s) and Summary Plan Description(s) for active employees for the health benefits provided to retirees, a copy of which is on file with the Macon-Bibb County Human Resources Department and incorporated herein by reference, and subject to amendment by the Macon-Bibb County Commission.

- See the Health Reimbursement Arrangement (HRA) Plan Document and Summary Plan Description, a copy of which is on file with the Macon-Bibb County Human Resources Department and incorporated herein by reference, and subject to amendment by the Macon-Bibb County Commission.
• The OPEB Trust funds may be used to pay any retiree health benefits including supplemental payments or benefits, including but not limited to vision, dental, health, and HRA benefits.

• The following classifications shall be ineligible for health benefits:
  o Retirees who are working elsewhere and have group health benefits available to them.
  o Spouses of retirees who are working elsewhere and have group health benefits available to them.

**Life Insurance**
Macon-Bibb County government will continue current retiree coverage at the same levels as pre-consolidation and the benefit amount depends on the employee’s date of retirement, provided, however, that Macon-Bibb County reserves the right to modify, revise, amend or discontinue any retiree life insurance benefits in its sole discretion at any time.

• For former Bibb County Employees who retired prior to October 1, 1983, the life insurance benefit is $2,000 with no reduction.

• For former Bibb County Employees who retired on or after October 1, 1983, but prior to November 1, 1998, the life insurance benefit is an amount equal to 200% of pre-retirement earnings (rounded to the next higher $1,000) to a maximum benefit of $100,000. Insurance is reduced to a percentage of the original retiree benefit as follows:
  
  Age 65, reduces to 65%
  Age 70 reduces to 42.25%

• For former Bibb County Employees who retired on or after November 1, 1998, but prior to January 1, 2003, the life insurance benefit is an amount equal to 200% of pre-retirement earnings (rounded to the next higher $1,000) with a minimum benefit of $8,000 and a maximum benefit of $100,000. Insurance is reduced to a percentage of the original retiree benefit as follows:
  
  Age 65, reduces to 65%
  Age 70 reduces to 45%
  Age 75 reduces to 30%
  Age 80 reduces to 20%

• For former Bibb County Employees Hired Prior To May 1, 2011

For former Bibb County employees hired prior to May 1, 2011, who retired after January 1, 2003, the life insurance benefit is an amount equal to 100% of their pre-retirement earnings (rounded to the next higher $1,000.00) with a minimum benefit of $8,000.00 and a maximum benefit of $50,000.00. Insurance is reduced to a percentage of the original retiree benefit as follows:

  Age 65, reduces to 65%
  Age 70, reduces to 45%
  Age 75, reduces to 30%
  Age 80, reduces to 20%
For future Bibb County retirees hired prior to May 1, 2011, the benefit will be 100% of pre-retirement earnings (rounded to the next higher $1,000.00) with a minimum benefit of $8,000.00 and a maximum benefit of $50,000.00. Insurance is reduced to a percentage of the original retiree benefit as follows:

- Age 65, reduces to 65%
- Age 70, reduces to 45%
- Age 75, reduces to 30%
- Age 80, reduces to 20%

- For former City of Macon Employees Hired Prior to May 1, 2011
  For former City of Macon employees hired prior to May 1, 2011, who retired prior to January 1, 2014, the life insurance benefit is $5,000.00. There is no reduction.

  For former City of Macon employees hired prior to May 1, 2011, who retire on or after January 1, 2014, the life insurance benefit is an amount equal to 100% of pre-retirement earnings (rounded to the next higher $1,000.00) with a minimum benefit of $8,000.00 and a maximum benefit of $50,000.00. Insurance is reduced to a percentage of the original retiree benefits as follows:

  - Age 65, reduces to 65%
  - Age 70, reduces to 45%
  - Age 75, reduces to 30%
  - Age 80, reduces to 20%

- Former Bibb County and City of Macon Employees Hired On Or After May 1, 2011
  For former Bibb County and former City of Macon employees hired on or after May 1, 2011, who retire on or after January 1, 2014, there are no retiree life insurance benefits.

- Macon-Bibb County Employees Hired On Or After January 1, 2014
  Macon-Bibb County employees hired on or after January 1, 2014 have no retiree life insurance benefits.

- The OPEB Trust funds may be used to pay any retiree life insurance premiums.

- See life insurance policies, copies of which are on file with the Macon-Bibb County Human Resources Department and incorporated herein by reference, and subject to amendment by the Macon-Bibb County Commission.

This Summary of Each of the Plans' Benefits Funded Under the Trust is only intended to offer an outline of benefits. All details and contract obligations of plans are stated in the plan documents, group contracts, and/or insurance documents. In the event of conflicts between this Summary and the plan documents, group contracts, and/or insurance documents, the plan documents, group contracts, and/or insurance documents shall control.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION ADOPTING THE UNITED STATES CONFERENCE OF MAYOR'S 457 DEFERRED COMPENSATION RETIREMENT PROGRAM ADMINISTERED THROUGH GREAT-WEST FINANCIAL TO BE MADE AVAILABLE TO ALL ELIGIBLE MACON-BIBB COUNTY EMPLOYEES AND ELECTED OFFICIALS; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Commission wishes to offer and establish a 457 Deferred Compensation Retirement Program with the United States Conference of Mayors to be made available to all eligible Macon-Bibb County employees and elected officials; and

WHEREAS, the 457 retirement plan will allow Macon-Bibb County employees to voluntarily set aside and invest portions of their current income to meet their future financial requirements and supplement their retirement and Social Security income (if applicable), at no cost to Macon-Bibb County

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by authority of the same that the Commission hereby adopts the new United States Conference of Mayors 457 Deferred Compensation Retirement Program administered through Great-West Financial and hereby establishes said Macon-Bibb County Retirement Program for the voluntary participation of all eligible county employees and elected officials.

BE IT FURTHER RESOLVED that the Director of Human Resources or his/her designee is hereby authorized to execute for Macon-Bibb County, individual participation agreements with each employee requesting the same, and to act as the "Administrator" of the Plan representing Macon-Bibb County, and to execute such agreements and contracts as are necessary to implement the United States Conference of Mayors 457 Deferred Compensation Retirement Program. It is implicitly understood that other than that there is to be no cost to Macon-Bibb County for the Program.

SO RESOLVED this ___ day of ____________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

SHELIA THURMOND, CLERK OF COMMISSION

(SEAL)