# Meeting Schedule

**Macon - Bibb County Commission**

**Meeting Schedule**

**Tuesday, February 24, 2015**

**Large Conference Room**

<table>
<thead>
<tr>
<th>Meeting Time</th>
<th>Committee</th>
<th>Members</th>
</tr>
</thead>
</table>
| 9:00 a.m.    | Operations and Finance Committee | Commissioner Bechtel - Chairman  
Commissioner Lucas – Vice Chairman  
Commissioner Schlesinger  
Commissioner Shepherd  
Commissioner Watkins |
| Committee of the Whole | All Commissioners |
| Economic & Community Development Committee | Commissioner Schlesinger - Chairman  
Commissioner Tillman – Vice Chairman  
Commissioner DeFore  
Commissioner Lucas  
Commissioner Watkins |
| Work Session | All Commissioners |

*Note: Depending on the amount of time required for each meeting, the times are tentative. Meetings may start sooner or later than time indicated above.*
Tuesday, February 24, 2015
OPERATIONS AND FINANCE COMMITTEE

Commissioner Gary Bechtel - Chairman
Commissioner Elaine Lucas - Vice Chairman
Commissioner Virgil Watkins
Commissioner Scotty Shepherd
Commissioner Larry Schlesinger
Staff Contact: Charles Coney

1. APPROVAL OF MINUTES

Subject A. Approval of Minutes From the January 27, 2015 Meeting
Meeting Feb 24, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category 1. APPROVAL OF MINUTES
Access Public
Type Minutes

File Attachments
2-10-2015.pdf (20 KB)

2. AGREEMENTS TO BE EXECUTED

Subject A. A Resolution Authorizing The Mayor to Execute An Agreement With The Middle Georgia Regional Commission To Facilitate the Update Of The Macon-Bibb County Emergency Management Agency Pre-Disaster Mitigation Plan In The Amount of $18,000 To Be Paid From Hazard Mitigation Award Funds
Meeting Feb 24, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category 2. AGREEMENTS TO BE EXECUTED
Access Public
Type Action

File Attachments
2-24-2015 - Res EMA Update Pre-Disaster Mitigation Plan $18000 00.pdf (779 KB)

Subject B. A Resolution To Authorize The Mayor To Execute A Lease-Purchase Agreement Between Macon-Bibb County And Yancey Brothers Company For a Caterpillar Landfill Compactor For $714,848 ($83,594.45 Annually For Five Years) From Solid Waste Department Funds
Meeting Feb 24, 2015 - OPERATIONS AND FINANCE COMMITTEE
2. AGREEMENTS TO BE EXECUTED

C. A Resolution Authorizing The Mayor To Execute An Agreement With Jones Lang Lasalle, Inc. For Real Estate Services Related To The Potential Development Of The Government Center Annex Building Located At 682 Cherry Street

Meeting: Feb 24, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 2. AGREEMENTS TO BE EXECUTED
Access: Public
Type: Action

3. AMENDING THE CODE OF ORDINANCES

A. An Ordinance Amending Article VI, Chapter 4 Of The Code Of Ordinances To Provide An Exception For The Sale Of Distilled Spirit, Wine, And Malt Beverages Sold For Consumption On The Premises In The Downtown District

Meeting: Feb 24, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 3. AMENDING THE CODE OF ORDINANCES
Access: Public
Type: Action
SPONSORED BY: MAYOR ROBERT A. B. REICHERT

B. An Ordinance Amending Article I, Chapter 18 To Codify Language Regarding The "Ban The Box" Initiative, To Update The Application Process For The Employment Of Ex-Offenders

Meeting: Feb 24, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 3. AMENDING THE CODE OF ORDINANCES
Access: Public
Type: Action
SPONSORED BY: COMMISSIONER AL TILLMAN
4. ADOPTING THE INTERNATIONAL PROPERTY MAINTENANCE CODE

Subject: A. A Resolution Adopting The Use And Enforcement Of The 2012 International Property Maintenance Code And Georgia State Amendments To The International Property Maintenance Code By The Department of Business And Development Services

Meeting: Feb 24, 2015 - OPERATIONS AND FINANCE COMMITTEE

Category: 4. ADOPTING THE INTERNATIONAL PROPERTY MAINTENANCE CODE

Access: Public

Type: Action

File Attachments

5. RETIREMENT APPROVAL

Subject: A. Deputy Roger Duncan Matthews

Meeting: Feb 24, 2015 - OPERATIONS AND FINANCE COMMITTEE

Category: 5. RETIREMENT APPROVAL

Access: Public

Type: Action

Deputy Roger Duncan Matthews retirement effective 3/1/2015. 10 years and 6 months service time with Bibb County Sheriff’s Office.

6. GRANT REQUESTS AND AWARDS

7. SUPPLEMENTAL BUDGET REQUESTS

8. TRANSFER OF FUNDS
The Operations and Finance Committee was called to order at 9:00 a.m. by Committee Chairman Gary Bechtel.

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

**OTHERS PRESENT:**
Mayor Robert A. B. Reichert
Commissioner Mallory Jones
Mayor Pro Tem Bert Blivins
Commissioner Ed DeFore
Commissioner Al Tillman
Sheriff David Davis
Dale Walker, County Manager
Charles Coney, Assistant County Manager
Steve Layson, Assistant County Manager
Julie Moore, Assistant to the County Manager
Chris Floore, Assistant to the County Manager
Judd Drake, County Attorney
Crystal Jones, Sr. Assistant County Attorney
Reginald McClendon, Asst. County Attorney
Opie Bowen, Asst. County Attorney
Nyesha Daley, Director of Procurement
Janice Ross, Training and Events Coordinator
Jean Howard, Asst. Clerk of the Commission
Sherila Jones, Budget and Strategic Planning
David Montford, Sheriff's Office
Sam Henderson, Assistant to the Commissioners
Erica Woodford, Clerk of Superior Court

**COMMISSIONERS ABSENT:**

**VISITORS/GUESTS:**
Adah Roberts
Bud Fletcher
Ashley Deadwyler
Shannan Reaze, 9 to 5 Working Women

**NEWS MEDIA**
Jim Gaines, The Telegraph
Ron Wildman, WPGA TV 58
Anita Oh, WMAZ TV

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1. Approval of minutes from the January 27, 2015 meeting

**ACTION**

*On motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously with Commissioners Lucas, Bechtel and Watkins voting in the affirmative, the minutes of January 27, 2015 were approved as written.*

2. Revision of Employment Application

Commissioner Tillman gave the background of the Ban the Box campaign. He introduced Shannan Reaze, 9 to 5 Working Women, who explained what Ban The Box covers. Commissioner Shepherd stated that he does not see a reason to take the box off the application. Mayor Reichert stated that
the administration had approached this problem from a different angle. Although he is certainly sympathetic to people who have turned their lives around, he continues to be concerned about the potential liability. Ben Hubbard, Director of Human Resources, stated that they had added a supplemental line to the application which asks for only convictions and not arrests. He continued that he believes this offers candidates the benefit of the doubt but protects the County. Commissioner Bechtel stated that he believed that this was an Administrative issue and not a political one and would like to give the Management and Administration the respect they deserved to work on this issue.

**ACTION**

*On motion of Commissioner Lucas, seconded by Commissioner Watkins, an amendment to add support for a study / sub-committee to review the process and that the sub-committee would have input on the ordinance to “Ban the Box” failed three to two with Commissioners Bechtel, Shepherd and Schlesinger cast dissenting votes.*

**ACTION**

*On motion of Commissioner Schlesinger, seconded by Commissioner Watkins and carried three to two with Commissioners Lucas voting in the affirmative and Commissioners Bechtel and Shepherd caising the dissenting votes, the resolution to support “Banning The Box” on Macon –Bibb County employment applications by requiring the removal of inquiries about criminal history, charges and convictions from the initial job applications submitted by County applicants was approved.*

3. Agreements To Be Executed

   A. Triple Point Engineering, Inc for East Macon Recreational Park

   **ACTION**

   *On motion of Commissioner Lucas, seconded by Commissioner Shepherd and carried unanimously with Commissioners Schlesinger Bechtel and Watkins voting in the affirmative, the resolution to authorize the Mayor to execute a professional services agreement between Macon-Bibb County and Triple Point Engineering, Inc. for Twelve Thousand Dollars and No/100 for Engineering and Architectural Services at East Macon Recreational Park in Macon-Bibb County was approved.*

   B. Sizemore Group for Bloomfield Senior Center

   **ACTION**

   *On motion of Commissioner Lucas, seconded by Commissioner Shepherd and carried unanimously with Commissioners Schlesinger Bechtel and Watkins voting in the affirmative, the resolution to authorize the Mayor to execute a professional services agreement between Macon-Bibb County and Sizemore Group, LLC for Eighteen Thousand Nine Hundred Dollars and No/100 for Engineering and Architectural Services at the Bloomfield Senior Center was approved.*
C. BTBB, Inc for Donnan Road Fire Station

ACTION

On motion of Commissioner Lucas, seconded by Commissioner Shepherd and carried unanimously with Commissioners Schlesinger Bechtel and Watkins voting in the affirmative, the resolution to authorize the Mayor to execute a professional services agreement between Macon-Bibb County and BTBB, Inc was amended to delete SPLOST Funds and add 2013 Urban Development Authority Bond Funds.

ACTION

On motion of Commissioner Lucas, seconded by Commissioner Shepherd and carried unanimously with Commissioners Schlesinger Bechtel and Watkins voting in the affirmative, the resolution to authorize the Mayor to execute a professional services agreement between Macon-Bibb County and BTBB, Inc. for eighty one thousand five hundred dollars and no/100 ($81,500) for engineering and architectural services at the Donnan Road Fire Station in Macon-Bibb County to be paid from 2013 Urban Development Authority Bond Funds was approved.

4. HRA Plan Benefit

ACTION

On motion of Commissioner Watkins, seconded by Commissioner Shepherd and carried three to two with Commissioners Lucas voting in the affirmative and Commissioners Bechtel and Schlesinger casting the dissenting votes, the resolution amending the $388 Health Reimbursement Arrangement (HRA) Plan Benefit to provide that former employees of Bibb County, Georgia hired prior to May 1, 2011 who become eligible retirees of Macon-Bibb County after December 31, 2015 shall be treated the same as all other Macon-Bibb County Employees and receive no HRA Plan Benefits upon becoming Medicare eligible retirees was Tabled.

5. Reduction of Total Budget Reduction Requirement

ACTION

On motion of Commissioner Shepherd, seconded by Commissioner Schlesinger and carried four to one with Commissioners Bechtel and Watkins voting in the affirmative and Commissioner Lucas casing the dissenting vote, the resolution to amend section 23 of the Charter of Macon-Bibb County to reduce the total budget reduction required by fiscal year 2019 from a total of twenty percent (20%) to a total of fifteen percent (15%) of the fiscal year 2014 operating budget; to amend the baseline fiscal year for said cuts from fiscal year 2015 to fiscal year 2014; to set the maximum allowable budget for fiscal year 2016, fiscal year 2017 and fiscal year 2018 was tabled.
6. Grant Requests and Awards

A. Acceptance of Triple Triangle Master Plan

**ACTION**

*On motion of Commissioner Shepherd, seconded by Commissioner Watkins and carried unanimously with Commissioners Bechtel, Schlesinger and Lucas voting in the affirmative, the resolution authorizing the acceptance of the Triple Triangle Master Plan paving of the basketball court in Daisy Park Grant in the amount of $14,835.39 awarded from the Community Foundation of Central Georgia to the Macon-Bibb County Parks and Recreation Department was approved.*

B. Acceptance of the Walmart Grant

**ACTION**

*On motion of Commissioner Shepherd, seconded by Commissioner Watkins and carried unanimously with Commissioners Lucas, Bechtel and Schlesinger voting in the affirmative, the resolution authorizing the acceptance of the Wal-Mart Grant in the amount of $1,000 awarded to the Sheriff’s Office was approved.*

7. Supplemental Budget Request

None

8. Transfer of Funds

None

9. Election of the Chairman and Vice Chairman of the Operations and Finance Committee

**ACTION**

*On motion of Commissioner Shepherd, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Lucas, Bechtel and Watkins voting in the affirmative, Commissioner Gary Bechtel was elected the Chairman of the Operations and Finance Committee.*

**ACTION**

*On motion of Commissioner Bechtel, seconded by Commissioner Shepherd and carried unanimously with Commissioners Lucas, Schlesinger and Watkins voting in the affirmative, Commissioner Elaine Lucas was elected Vice Chairman of the Operations and Finance Committee.*
There being no further business, the meeting was adjourned.

Prepared By:

Janice S. Ross

Reviewed and Approved By:

Jean S. Howard, CMC
Interim Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MIDDLE GEORGIA REGIONAL COMMISSION TO FACILITATE THE UPDATE OF THE MACON-BIBB COUNTY EMERGENCY MANAGEMENT AGENCY PRE-DISASTER MITIGATION PLAN IN THE AMOUNT OF $18,000.00 TO BE PAID FROM HAZARD MITIGATION AWARD FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, The Macon-Bibb County Emergency Management Agency (EMA) is responsible for the coordination of mitigation, preparedness, response and recovery efforts pertaining to major emergencies or disasters arising from natural or manmade causes; and

WHEREAS, the Macon-Bibb County EMA has received an $18,000.00 Hazard Mitigation Assistance Award from GEMA to update the Bibb County Multi-Jurisdictional Hazard Mitigation Plan; and

WHEREAS, the Middle Georgia Regional Commission has agreed to facilitate the update of the Macon-Bibb County Multi-Jurisdictional Hazard Mitigation Plan; and

WHEREAS, the total project amount will be $24,000 which includes the $18,000.00 award from GEMA and $6,000.00 in local matching funds;

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 Middle Georgia Regional Commission to facilitate the Macon-Bibb County EMA pre-disaster mitigation plan update in the amount of eighteen thousand dollars and NO/100s ($18,000.00) in substantially the form attached as Exhibit “A.”

SO RESOLVED this _____ day of __________________, 2015.

________________________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST: __________________________________________
JEAN S. HOWARD, CLERK OF COMMISSION

(SEAL)
MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
THE MIDDLE GEORGIA REGIONAL COMMISSION
AND
THE MACON-BIBB COUNTY BOARD OF COMMISSIONERS

This MEMORANDUM OF AGREEMENT by and between the Middle Georgia Regional Commission (hereinafter referred to as the “MGRC”) and the Macon-Bibb County Board of Commissioners (hereinafter referred to as “Macon-Bibb County”) is subject to proper execution.

WHEREAS, Macon-Bibb County desires that the MGRC act as the facilitator in the update of the multi-hazard and multi-jurisdictional Pre-Disaster Mitigation Plan for Macon-Bibb County and the Town of Payne City; and

WHEREAS, Macon-Bibb County has requested that the MGRC undertake this role; and,

WHEREAS, the MGRC has the staff time and technical capability to provide this service; and,

WHEREAS, the MGRC and Macon-Bibb County have reached an agreement which they mutually desire to reduce to writing;

NOW, THEREFORE, the MGRC and Macon-Bibb County do mutually agree as follows:

(01) Terms of Agreement
Upon execution by the appropriate parties, the MGRC agrees to perform services outlined hereinafter for Macon-Bibb County. In consideration of the following mutual promises, covenants, and conditions, it is agreed that the MGRC will be responsible for performance under this agreement, as described in Section 04, Scope of Work.

(02) Project Title
Pre-Disaster Mitigation Plan Update

(03) Background
Macon-Bibb County, having received a Hazard Mitigation Grant Program (HMGP) award for the update of the Pre-Disaster Mitigation Plan for Macon-Bibb County and the Town of Payne City, has asked the MGRC to coordinate and facilitate the update of the plan.

(04) Scope of Work
Specifically, the MGRC will accomplish or cause to be accomplished the following:

- To facilitate the update of the Pre-Disaster Mitigation Plan for Macon-Bibb County and the Town of Payne City. The planning process will be documented using agendas, attendance lists, minutes, and any advertisements deemed necessary. The MGRC’s role will include; planning oversight, facilitation, public communication, and plan construction.
- Staff and facilitate a Pre-Disaster Mitigation Plan Task Force, composed of officials named by the county and city, which will meet regularly to discuss and provide input on plan progress. This Task Force will develop incremental goals and will provide information and data related to the update of the various components of the Pre-Disaster Mitigation Plan. In addition, with the consent of the Task Force, the MGRC will act to identify and recruit additional relevant stakeholders to assist in the plan update.

- Comply with any reporting requirements identified by GEMA and/or FEMA with relation to the grant to keep the Pre-Disaster Mitigation Plan Update award intact, to the extent that county and city cooperation allows. This will include on-going reporting measures, as well as those measures required at plan completion. This also includes documenting, with local officials' cooperation, required local matches and ensuring GEMA/FEMA requirements are being met.

- Develop a multi-media CD that will contain the updated plan document and other relevant materials and resources.

Specifically, Macon-Bibb County will accomplish or cause to be accomplished the following:

- Act as the lead applicant and fiscal agent for the Hazard Mitigation Grant Program (HMGP) funds, as awarded by GEMA/FEMA.

- Provide relevant and interested public, private and non-profit sector officials to participate on the Pre-Disaster Mitigation Plan Task Force, which will meet regularly to discuss, formulate, and provide input on plan progress. Ultimate decisions concerning any allocation of funds from each individual government are reserved by each governing authority.

- Ensure that relevant and interested officials attend and participate in all applicable meetings and working groups during the planning process to guarantee that the 25 percent local labor match required by the GEMA/FEMA award is met.

- Ensure that the Town of Payne City provide relevant and interested officials to participate on the Pre-Disaster Mitigation Plan Task Force and attend and participate in all applicable meetings and working groups during the planning process.

- All county officials participating in the Pre-Disaster Mitigation Plan Update will work with the MGRC to provide information to satisfy the in-kind matching requirements for the Pre-Disaster Mitigation Plan Update Grant under the Hazard Mitigation Grant Program (HMGP).

- Assign an official, (preferably the County EMA Director), the ultimate responsibility and oversight for monitoring and evaluating the planning process. As dictated by federal regulation, the city and county must revisit the plan on a periodic basis, as well as involve public review and comment on a five-year major update cycle.
**Completion Schedule/Timeline**

Upon proper execution of this agreement by all parties, the MGRC agrees to initiate work immediately. The deadline imposed by GEMA/FEMA for completion of this plan update is September 30, 2016. Services provided under this agreement will continue until the above components in **Section 04, Scope of Work** are complete. This agreement may be extended with written agreements by both parties. Delays on the part of Macon-Bibb County in the delivery of information or services may result in corresponding delays on the part of the MGRC regarding delivery of related products and services, with no injury or penalty accruing to the MGRC.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>INITIAL TIMEFRAME*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Award Documentation / Submittal</td>
<td>January –February 2015</td>
</tr>
<tr>
<td>Kick-Off Meeting</td>
<td>April 1, 2015 – May 31, 2015</td>
</tr>
<tr>
<td>Planning Meetings and Plan Development</td>
<td>June 1, 2015 – March 31, 2016</td>
</tr>
<tr>
<td>Draft Plan Completed / Submitted to GEMA</td>
<td>April 1, 2016 – May 31, 2016</td>
</tr>
<tr>
<td>Public Hearing #1</td>
<td>June 2016</td>
</tr>
<tr>
<td>Public Hearing #2</td>
<td>July 2016</td>
</tr>
<tr>
<td>Final Plan Completed / Submitted to FEMA</td>
<td>August 2016</td>
</tr>
<tr>
<td>Plan Adoption</td>
<td>September 2016</td>
</tr>
<tr>
<td>HMA Grant Payment Request Submitted to GEMA</td>
<td>September 2016</td>
</tr>
<tr>
<td>Project Complete</td>
<td>September 30, 2016</td>
</tr>
</tbody>
</table>

*This timeframe is provided for planning purposes and may be modified in order to accomplish the plan process.

**Review Period**

Macon-Bibb County and the Town of Payne City, via the Pre-Disaster Mitigation Plan Task Force, will have thirty (30) days after plan completion in which to review the products and services to ensure completeness and accuracy.

**Compensation**

Macon-Bibb County agrees to pay a maximum of **$18,000** (to be paid out of the Hazard Mitigation Grant Program (HMGP) funds) to the MGRC for the delivery of services and products outlined in this agreement.

**Method of Payment**

Amounts will be billed by the MGRC on an ongoing basis per GEMA/FEMA draw-down guidelines.

**Termination of the Contract for Cause**

If, through any cause, the MGRC shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the MGRC shall violate any of the covenants, agreements, or stipulations of this agreement, Macon-Bibb County shall have the right to terminate this agreement by giving written notice to the MGRC of such termination and specifying the effective date thereof.
at any time, at least ninety (90) days prior to the effective date of such termination. In that event, all finished or unfinished documents, data, or other materials as described in Section 04, Scope of Work, shall become the property of Macon-Bibb County and the Town of Payne City. The MGRC shall be entitled to receive just and equitable compensation for any satisfactory work completed and any outstanding obligations on such documents. Also, Macon-Bibb County shall be entitled to receive a pro-rated refund of payment for any work not complete at time of termination.

(10) **Termination for the Convenience of the MGRC**
If through any cause, Macon-Bibb County shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if Macon-Bibb County shall violate any of the covenants, agreements, or stipulations of this agreement, the MGRC shall have the right to terminate this agreement by giving written notice to Macon-Bibb County of such termination and specifying the effective date thereof, at any time, at least ninety (90) days prior to the effective date of such termination. In that event, all finished or unfinished documents, data, or other materials as described in Section 04, Scope of Work, shall become the property of Macon-Bibb County and the Town of Payne City. The MGRC shall be entitled to receive just and equitable compensation for any satisfactory work completed and any outstanding obligations on such documents. Also, Macon-Bibb County shall be entitled to receive a pro-rated refund of payment for any work not complete at time of termination.

(11) **Amendments/Modifications**
From time to time, Macon-Bibb County and the MGRC may mutually consent to changes in Section 04, Scope of Work or any other aspect of this agreement. Such changes, including any increases or decreases in the compensation paid to the MGRC, shall be incorporated in written amendments to this agreement and signed by the duly authorized representatives of all parties.

This agreement may be modified only by a formal, written modification signed by authorized representatives of Macon-Bibb County and the MGRC. All changes to Section 04, Scope of Work and/or any other aspect of this agreement shall be agreed upon and mutually accepted via contract amendments executed by Macon-Bibb County and the MGRC.

(12) **Access to Applicable Records**
The MGRC agrees to preserve all its records bearing upon the amounts payable under this agreement and further agrees that any specifically authorized representative of Macon-Bibb County shall, until the expiration of three (3) calendar years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the MGRC involving transactions related to this agreement.

(13) **Right to Audit**
The MGRC agrees to give Macon-Bibb County, through any authorized representative, the right to audit all records, books, papers, or documents related to this agreement for up to three (3) calendar years after completion of this agreement.

(14) **Publication of Results**
Should the parties to this agreement decide that it would be advantageous to publish the results of
this cooperative undertaking, the determination of same shall be made jointly and agreeable to each party. Publication by either party shall give proper credit to the other party.

(15) Assignment of Duties
The MGRC shall not assign its duties under this agreement without express written, prior approval of Macon-Bibb County.

(16) Nondiscrimination
Neither party to this agreement will discriminate against any employee or applicant for employment or against any applicant for enrollment at any school or college or against any student in his/her course of study or training because of race or ethnicity, gender, creed, national origin, age, religion, sexual orientation, veteran status, or disability.

(17) Ownership
All data, and/or maps produced in whole or in part under this contract shall remain the property of Macon-Bibb County. Furthermore, the MGRC will not apply for a copyright for any reports, data, or other documents produced in whole or in part under this agreement.

(18) Drug- and Smoke-Free Workplace
The MGRC hereby certifies that it will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of this agreement. The MGRC may be suspended, terminated, or debarred if it is determined that:

A. The MGRC has made false certification herein above; or

B. The MGRC has violated such certification by failure to carry out the requirements of Official Code of Georgia 50-24-3.

(19) Entire Agreement
This agreement (and all documents incorporated herein) constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements, representations, statements, negotiations, and undertakings, whether oral or written.
IN WITNESS WHEREOF Macon-Bibb County and the MGRC have executed this agreement as of the date written.

Macon-Bibb County

________________________________________
Robert A.B. Reichert, Mayor

Witness

________________________________________
Date

Middle Georgia Regional Commission

________________________________________
Ralph Nix, Executive Director

________________________________________
Date

________________________________________
Charlie Westberry, Chairman

________________________________________
Date
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE A LEASE-PURCHASE AGREEMENT BETWEEN MACON-BIBB COUNTY AND YANCEY BROTHERS COMPANY FOR A CATERPILLAR LANDFILL COMPACTOR FOR $714,848.00 ($83,594.45 ANNUALLY FOR FIVE YEARS) FROM SOLID WASTE DEPARTMENT FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the Solid Waste Department is responsible for the operation and maintenance of the landfill; and

WHEREAS, as a political subdivision of the State of Georgia, Macon-Bibb County is permitted to make purchases through the State Contract Pricing program administered by the Georgia Department of Administrative Services; and

WHEREAS, the use of a co-operative purchasing agreement is acceptable in accordance with the Code of Ordinances, Macon-Bibb County sec. 19-8.; and

WHEREAS, Yancey Brothers Company has been awarded the state contract for building and construction equipment; and

WHEREAS, Macon-Bibb County wishes to purchase a landfill compactor; and

WHEREAS, Yancey Brother Company has quoted a price of $714,878.00 for the purchase of a landfill compactor to be five annual payments; and

WHEREAS, Yancey Brothers Company has agreed to grant a trade allowance for the landfill compactor currently in use by Macon-Bibb County for $122,000.00; and

WHEREAS, Yancey Brothers Company has agreed to repurchase the machine at the end of the five year agreement for an amount of $249,000.00; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement with Yancey Brothers Co. for the lease-purchase of a landfill compactor for seven hundred fourteen thousand eight hundred forty-eight dollars and No/100s ($714,848.00) to be paid in annual installments of eighty three thousand five hundred ninety-four dollars and 54/100s annually ($83,594.45) in substantially the same form attached hereto as Exhibit "A."

SO RESOLVED this ___ day of ______________, 2015.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

JEAN S. HOWARD, CLERK OF COMMISSION
1. PARTIES

LESSOR ("we", "us", or "our"): CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ("you" or "your"): Customer Legal Name
Address

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.

2. DESCRIPTION OF THE UNITS

<table>
<thead>
<tr>
<th>Unit Number</th>
<th>Type</th>
<th>Make/Model</th>
<th>Hours</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>032621165</td>
<td>826K</td>
<td>Caterpillar</td>
<td>594</td>
<td>$249,000</td>
</tr>
</tbody>
</table>

3. TERMS AND CONDITIONS

Lease Payments; Current Expense You will pay us the lease payments set forth below (collectively, the "Lease Payments"). Lease Payments shall be paid by you in equal monthly installments on the first day of each month after the date that you sign this Agreement, for the length of the lease term. "Current Expense" means monthly payments of all amounts due hereunder, whether or not such amounts are due at the same time, including maintenance and service charges, but excluding any amounts due to lessor for any future period. "Future Amounts" means amounts due one month after the date that you sign this Agreement. Lease Payments due on a later date of each month shall be paid in full. The amount of the monthly lease payment due under this Agreement is calculated based on the fair market value of the Unit at the time of lease signing. The lease term is for a period of 36 months. The total lease payment is $249,000. The monthly lease payment is $83,594.

Late Charges If we do not receive a Payment on the date it is due, you will pay us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. Security Interest To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your request, do all acts and execute all documents, conveyances, transfers, assignments, and leases necessary to perfect and protect our security interest in each Unit and our rights and remedies under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

6. Disclaimer of Warranties WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.

7. Non-Appropriation You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments...
due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the fiscal year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Paragraph 14, and this Agreement will terminate on the Return Date without penalty or express to you and you will not be obligated to pay the Lease Payments for such fiscal year, provided, that you will pay all Payments for which monies have been appropriated or are otherwise available; and provided further, that you will pay all lease payments on the rate set by us for each month or part of any month that you fail to return the Units.

8. Tax Warranty You will, at all times, do and perform all acts and things necessary and within your control to ensure that the Interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or Instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8838G or 8838, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the Interest rate payable under this Agreement will be raised to the applicable Federal income tax rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. Assignment You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. Information To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, directors and agents from and against any and all liabilities, claims, losses, damages, injuries, claims, demands, penalties, costs and expenses (including reasonable attorney's fees), of whatever nature, arising out of the use, condition (including, but not limited to), and other defects and whether or not discovered in the ownership, operation, selection, delivery, storage, leasing or renting of the Units and/or the Units and/or the maintenance of this Agreement.

11. Insurance; Loss and Damage You assume the entire risk of loss, theft, destruction or damage to the Units in advance of sublease, and cause whatever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owed under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, at such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability, property damage insurance, and environmental liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee for our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition (ordinary wear and tear excepted) and in good condition at all times and to otherwise protect our interests in the Units. If any Units are customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

If any hazardous property or material will be transported with a Unit, you will provide and maintain evidence of insurance adequate at all times and in the amount required by good business practice and, at your expense and in your own name as primary insured, for the greater of $5,000,000 or the statutory minimum coverage.

This environmental liability coverage will have a deductible amount reasonably acceptable to us and will provide a waiver of subrogation by the insurance carrier in favor of us. The insurance carrier must maintain a minimum rating of "A" by A.M. Best or a rating of "BBB" by Standard & Poor's or Better with A.M. Best Financial Size Category of 5 or higher.

12. Default Remedies An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within thirty (30) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Paragraph 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. Miscellaneous This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event of any conflict or inconsistency between this Agreement and any proforma of this Agreement or any reference to or compliance with, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all the contemporaneous writing, understandings, negotiations, agreements, understandings, documents and representations, expressed or implied. Any terms or conditions of any purchase order or other documents submitted by you which are in addition to or inconsistent with the terms of this Agreement will not be binding upon us and will not be considered part of this Agreement. We are authorized to record the dates of the Lease Payments and any other information that becomes necessary under this Agreement in order for this Agreement to reflect the proper rights of the parties. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each may designate by written notice to the other, which notice will be effective upon receipt.

Title: Return of Units Notwithstanding our designation as "Lessee," we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred and you have not exercised your right of non-assignment. If an Event of Default occurs or if you are non-assignable, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) you will, to the extent that the Units will vest in you and/or us, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Catenary post, or (ii) to the nearest suitable port or port where in our opinion the Unit is the best means by which to transport the Unit to the Point of Completion. The Unit will be delivered to a destination designated by us. If the Unit is not in the condition required by Section 11 or if the Unit is not in the same operating order, repair, condition, and appearance as it was on the date of delivery (excluding ordinary wear and tear from proper use), you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement, will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

16. Other Documents In connection with the execution of this Agreement, you will be caused to deliver to us (i) a Delivery Certification substantially in the form attached as Attachment A; (ii) a certified copy of your Authorization Resolution substantially in the form attached as Attachment B; (iii) a Verification of insurance substantially in the form attached to this Agreement, (iv) an opinion of your counsel substantially in the form attached as Attachment C, (v) a copy of the signed Form filed with the Internal Revenue Service (as required in Paragraph 8 above as Attachment D), and (vi) any other documents or items required by us.

17. Applicable Law This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.
SIGNATURES

LESSOR
CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature

Name (print)

Title

Date

LESSEE
Customer Legal Name

Signature

Name (print)

Title

Date

SAMPLE
Construction Equipment Application Survey

Customer Name: Customer Legal Name
Make: Model: Quantity:
Serial Number: VIN #:
Monthly Usage: Current Hours: Dealer: Dealer Name: Dealer Location:

**** IMPORTANT INFORMATION ****
RESIDUAL EXCEPTION REQUESTS must be submitted to Lessor for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as feed lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; all mining applications. Any applications requiring unusual attachments, unit modifications or that involve non-traditional use of the unit. Any transaction with ten or more of one model.

MAJOR ATTACHMENTS:

BLADES/BUCKETS/STICKERS:

MARKET CATEGORIES:
If "Severe" or "Other" description of actual application is required:

MAXIMUM USAGE:
The model listed and equipped as stated above will be operated an estimated total of hours per month over a term of months for total usage during the lease term of hours. This total usage combined with any accumulated hours prior to the Lease inception date, as stated above under current hours, will be the total allowable machine hours for the life of the Lease and the basis for any overuse charges.

Total Lease Hours + Current Hours = Total Allowable Machine Hours

OVERUSE CALCULATION:
In addition to Lessor's other rights hereunder and not in lieu thereof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Hours established for the Lease, the rate to be determined based on $ per hour.

Please note: To avoid overuse charges, notify Lessor immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" stated above. The Lease may be adjusted to the correct usage.

REMEDY FOR RETURN CONDITIONS:
Lessee will be invoiced for the duration and labor based on your local Caterpillar dealer's retail prices and retail labor rates to replace tires, undercarriage components, and replace all other non-conforming components as outlined in the "REMAINING LIFE REQUIREMENTS" section of the Equipment Condition of the Unit Upon Return. The invoiced amounts will be based on the following percentages of remaining life and shall be paid upon receipt of invoice:

<table>
<thead>
<tr>
<th>Life Remaining</th>
<th>Charge to Lessee</th>
</tr>
</thead>
<tbody>
<tr>
<td>50% or greater</td>
<td>No charge to Lessee</td>
</tr>
<tr>
<td>31% to 49%</td>
<td>50% charge to Lessee</td>
</tr>
<tr>
<td>0% to 30%</td>
<td>70% charge to Lessee</td>
</tr>
</tbody>
</table>

SEE PAGE TWO FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS APPLICATION SURVEY.
GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of (the "State") authorize Customer Legal Name (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the same form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to this Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the person(s) listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

<table>
<thead>
<tr>
<th>Name (Print or Type)</th>
<th>Title (Print or Type)</th>
<th>Signature</th>
</tr>
</thead>
</table>

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents; and to do all other acts and things to be done or to be taken by the person(s) hereinafter authorized to be done or taken by any of them in the Agreement; and

that the Secretary/Clerk of the Governmental Entity is authorized to record resolutions to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions or the Agreement imposes any personal liability or charge upon the general credit of the Governmental Entity or any charge against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions or the Agreement or any related document will not impose personal liability upon the Governmental Entity or any charge against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons; and

that the undersigned's certification of the Authorized Persons' signatures shall be binding on the Governmental Entity.

of Customer Legal Name, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked. Finally, I also certify that the signatures above are the signatures of the officers authorized to sign for the Governmental Entity as a result of these resolutions.

IN WITNESS OF these resolutions, the officer named below executes this document on behalf of the Governmental Entity.

Signature: ____________________________

Title: ________________________________

Date: ________________________________
DELIVERY SUPPLEMENT

This Delivery Supplement pertains to the Schedule Transaction Number ________ ("Schedule") between Caterpillar Financial Services Corporation ("Lessor") and Customer Legal Name ("Lessee") under the Master Tax Lease, between Lessor and Lessee.

This Delivery Supplement confirms that the Lessee physically received the following Unit on the possession date below. As of the date of signature of this Delivery Supplement, (i) the Unit is in all respects satisfactory to Lessee for leasing pursuant to the terms and conditions of the Lease and Schedule, and (ii) Lessor has performed all of its obligations pertaining to the Unit under the Lease and Schedule.

Description of Unit:

Location:

County:

Equipment Located:

Possession Date:

Inside __________ or Outside __________ City Limits

Customer Legal Name

Signature ____________________________

Name (PRINT) _______________________

Title ________________________________

Date ________________________________
Meeting Minutes

Dealer Name

Reference:

Customer Legal Name

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

SAMPLE
ATTACHMENT A

ACCEPTANCE CERTIFICATE

This Acceptance Certificate is executed and delivered by ("Lessee") in connection with the Governmental Equipment Lease-Purchase Agreement dated as of ________________________ (the "Agreement"), between Lessee and Caterpillar Financial Services Corporation ("Lessor").

Lessee hereby certifies that:

1. Capitalized terms used herein and not defined herein shall have the meanings assigned to them in the Agreement.

2. The Equipment: ________________________

has been delivered to it, and has been inspected by it, and is in good working order and condition and is of the size, design, capacity and manufacture selected by it and meets the provisions of the purchase orders with respect thereto. Lessee hereby confirms it irrevocably accepts said items of Equipment "as-is, where-is" for all purposes of the Agreement as of the Acceptance Date set forth below.

3. The Equipment will be located at: ________________________

4. The Acceptance Date is ________________________

Dated: ________________________

Lessee: ________________________

Signature: ________________________

By: ________________________

Print Name: ________________________

Title: ________________________
Opinion of Counsel

Re: Governmental Equipment Lease-Purchase Agreement
Transaction Number __________ (the "Lease")
Between Customer Legal Name ("Lessee")
And Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease.

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessee and any subsequent assignee of Lessee's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease and (ii) to carry out its obligations thereunder.

2. The Lease and all other documents contemplated by the Lease (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessee.

3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease or any document(s) and the transactions contemplated thereby.

4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease for the current fiscal year.

5. The interest payable to Lessor by Lessee under the Lease is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.

6. The entering into and performance of the Lease and all other documents contemplated by the Lease will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, agreement, lease, bond, indenture or Guarantee applicable to Lessee or (ii) result in any breach of, or constitute a default under, any agreement to which Lessee is a party, or by which it or its assets are bound.

7. No litigation or proceeding, known or unknown, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of any of its obligations under the Lease under any way to contest the validity of the Lease, (b) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the validity or ability of Lessee to execute or deliver the Lease or to comply with or perform its obligations thereunder. There is no litigation or proceeding, known or unknown, to the best of my knowledge, threatened to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.

8. The units purchased under the Lease are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.

9. The authorization, approval and execution of the Lease, the Schedule(s) and all other documents contemplated by the Lease, and all other proceedings of the Lease related to the transactions thereunder have been performed in accordance with all applicable laws, rules and regulations of the State.

10. The appropriation of moneys to pay the Lease Payments coming due under the Lease does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be levied by Lessee.

11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with (i) the Secretary of State for the State and/or (ii) the COUNTY BOARD OF COMMISSIONS of.
Yours sincerely,

Signature: ____________________________

Name (PRINT): _______________________

Title: ______________________________

Date: ______________________________

Address: ___________________________
Earthmoving Sales Order
Yancey Bros. Co., 330 Lee Industrial Blvd, Austell, GA 30106

DATE: Feb 13, 2012

PURCHASER: MACON-BIBB COUNTY RBC

STREET ADDRESS: ATTN: FINANCE PO BOX 267
CITY/STATE: MACON, GA
POSTAL CODE: 31202

CUSTOMER CONTACT: TEL: 478-421-6253

CUST DATA:

ACCOUNT NO: N/A
STOCK NO: 509178
MODEL: 826X

YARD: TRA

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MODEL: 826X
YEAR: TRA

STOCK NUMBER: TRA
Serial Number: TRA

SOLD TO: TRA

SOLD FOR: $776,876

TRADE-IN EQUIPMENT

MODEL: 826H - CATERPILLAR, INC. (86)
YEAR: 2007
SN: ARP00405

PAYMENT TO: AMOUNT: PAID BY: AMOUNT: PAID BY: AMOUNT: PAID BY: AMOUNT: PAID BY:

TRADE-IN AMOUNTS SUBJECT TO EQUIPMENT BEING IN INSPECTED CONDITION BY YANCEY AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASED ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, DEBT, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

CATERPILLAR EQUIPMENT WARRANTY

INITIAL

Use Equipment Warranty

INITIAL

NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE PAGE.

SALE MANAGER: Horace Stringfell

PURCHASER: MACON-BIBB COUNTY RBC

APPROVED AND ACCEPTED ON:

MACON-BIBB COUNTY RBC

BY:

SIGNATURE

DATE:

INITIAL

NOTE:
TERMS AND CONDITIONS

PRICE: The prices listed are subject to increase in the event of any applicable extraordinary or unusual conditions being generally quoted by Yancey Bros. Co. For similar equipment at the time the equipment is delivered to Customer, or in cases where the conditions are so similar that the differences are not material, the prices charged may be increased to reflect the additional cost of any material or labor necessary to perform the work. All prices are subject to change without notice.

SHIPMENT: The equipment will be shipped FOB Yancey Bros. Co. The equipment will be delivered to the address of Customer as specified on the order. The equipment will be placed in the position specified, if any, and will remain at the risk and expense of Customer until the equipment is accepted by Customer. If the equipment is not accepted by Customer, the equipment will remain the property of Yancey Bros. Co. until such time as it is accepted by Customer.

SHIPPING: The equipment will be shipped to the address specified on the order unless otherwise directed by Customer. The equipment will be shipped FOB Yancey Bros. Co. at the risk and expense of Customer. The equipment will be delivered to the address specified on the order, and the equipment will remain at the risk and expense of Customer until the equipment is accepted by Customer. If the equipment is not accepted by Customer, the equipment will remain the property of Yancey Bros. Co. until such time as it is accepted by Customer.

DEFENSE ACCOUNT: The equipment will be shipped to the address specified on the order, and the equipment will remain at the risk and expense of Customer until the equipment is accepted by Customer. If the equipment is not accepted by Customer, the equipment will remain the property of Yancey Bros. Co. until such time as it is accepted by Customer.

CUSTOMER'S RESPONSIBILITY: The equipment will be shipped to the address specified on the order, and the equipment will remain at the risk and expense of Customer until the equipment is accepted by Customer. If the equipment is not accepted by Customer, the equipment will remain the property of Yancey Bros. Co. until such time as it is accepted by Customer.

YANCEY BRO'S LIABILITY: Yancey Bros. Co. will not be liable for any breach of warranty or for any consequential damages arising out of the sale or use of the equipment. Yancey Bros. Co. will not be liable for any breach of warranty or for any consequential damages arising out of the sale or use of the equipment.

TERMINATION: This agreement may be terminated by either party upon 30 days' written notice. If either party terminates this agreement, the equipment will be returned to Yancey Bros. Co. at the expense of the non-terminating party.

YANCEY BRO'S LIABILITY: Yancey Bros. Co. will not be liable for any breach of warranty or for any consequential damages arising out of the sale or use of the equipment. Yancey Bros. Co. will not be liable for any breach of warranty or for any consequential damages arising out of the sale or use of the equipment.

YANCEY BRO'S LIABILITY: Yancey Bros. Co. will not be liable for any breach of warranty or for any consequential damages arising out of the sale or use of the equipment. Yancey Bros. Co. will not be liable for any breach of warranty or for any consequential damages arising out of the sale or use of the equipment.

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YANCEY BRO'S LIABILITY: Yancey Bros. Co. will not be liable for any breach of warranty or for any consequential damages arising out of the sale or use of the equipment. Yancey Bros. Co. will not be liable for any breach of warranty or for any consequential damages arising out of the sale or use of the equipment.

YANCEY BRO'S LIABILITY: Yancey Bros. Co. will not be liable for any breach of warranty or for any consequential damages arising out of the sale or use of the equipment. Yancey Bros. Co. will not be liable for any breach of warranty or for any consequential damages arising out of the sale or use of the equipment.

YANCEY BRO'S LIABILITY: Yancey Bros. Co. will not be liable for any breach of warranty or for any consequential damages arising out of the sale or use of the equipment. Yancey Bros. Co. will not be liable for any breach of warranty or for any consequential damages arising out of the sale or use of the equipment.
Caterpillar Financial Services Corporation
Finance Proposal

CUSTOMER

Name: City of Mason
Address: 
City: 
State: 
Zip code: 
County: 
Good if: Acknowledged by: Apr-28-15
Funded by: Apr-28-15

DEALER

YANCEY BROS. CO.
Quote number: 450-8692
Sales person: Fax number: 
Dealer contact: Quote date: 02/13/2013
Telephone: Quote time: 9:13:37

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type: GOVERNMENTAL
Number of payments: 5 Annual Payment
Payments: in Arrears

<table>
<thead>
<tr>
<th>Ann. Model</th>
<th>Hours</th>
<th>Cty</th>
<th>Sale Price</th>
<th>Down Payment</th>
<th>Amount</th>
<th>Payment</th>
<th>Balloon</th>
<th>Fixed Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>New 826K</td>
<td>1600</td>
<td>1</td>
<td>714,878.00</td>
<td>122,000.00</td>
<td>593,778.00</td>
<td>83,594.45</td>
<td>249,000.00</td>
<td>2.2060</td>
</tr>
</tbody>
</table>

Special Conditions:

826K
- Model Year - 2015, Standard Environment; Major Attachments-Cab, Air Conditioning, Blades/Bucket/Rippers-Straight Blade
- Additional Options:

| New 826K | 13,448.81 | 97,541.26 |

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

CONDITIONS

Insurance:
The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named as Loss Payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

Taxes:
All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

Equipment:
The equipment cannot be delivered until all documents are accepted by CFSC. All equipment must reside in the United States at all times.

Approval:
This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Please indicate your acceptance of this proposal by executing this proposal and returning it to my attention along with the Proposal Fee at the address below. Please be sure to indicate which financing option you have accepted.

Caterpillar Financial Services Corporation
2120 West End Avenue, Nashville, TN 37203
(615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by: Acknowledged by:
Yancey

Quote 130813-01

February 13, 2015

MACON-BIBB COUNTY BOC

Attention: MR KEVIN BARKLEY

Dear Sir,

Yancey Bros. is happy to provide the attached quotation for equipment based on our discussion and your requirements. Please review this carefully to ensure that all necessary items are accounted for. If any questions arise, I am available should any questions arise.

CATERPILLAR, INC. Model: 826K Wheel Dozer and Compactors

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Horace Stringfellow
Machine Sales Representative

CATERPILLAR, INC. Model: 826K Wheel Dozer and Compactors

STANDARD EQUIPMENT

POWERTRAIN
(HRC only)
Eco mode
Electro-hydraulic parking brake

Electronic Clutch Pressure Control (ECPC)
Englne, Cat C15 w/ Acert Technology
CONSIDER NOTE
The standard equipment list includes all no-charge (NC) items from the Mandatory

POWERTRAIN
- Air to air aftercooler
- Brakes, full hydraulic, enclosed, wet multiple disc service brakes

ELECTRICAL
- Starter, electric (heavy duty)

OPERATOR ENVIRONMENT
- 12-volt power port for mobile phone or

POWERTRAIN
- Transmission, planetary, 2F/2R speed range control

ELECTRICAL
- Alarm, back-up

POWERTRAIN
- Fuel priming pump (electric)
- Fuel to air cooler
- Ground level engine shut-off
- Heat shield, turbo and exhaust manifold
- Hydraulically driven demand fan
- Integrated braking system

ELECTRICAL
- Batteries, maintenance free (4-1000CCA)
- Electrical system (24-volt)
- Ground level lockable master disconnect switch

Cat clean emission module (insulated)
- Torque converter w/ Lock Up Clutch (LUC)

Starting receptacle for emergency start

Underhood ventilation system

Alternator (150-amp)

Muffler (under hood) (LRC only)
- Radiator, Aluminum Modular (AMR)
- Separated cooling system
- Single Clutch Speed Shifting (SCSS)
- Starting aid (ether) automatic
- Throttle lock

Light, warning unsweptlight (LED strobe)
- Lighting, access stairway
- Lighting system, halogen (front and rear)
OPERATOR ENVIRONMENT
- Laptop connection
- Parking brake status
- Internal four-post rollover protective structure (ROPS/FOPS)
- Laminated glass
- AccuGrade mapping (ready)
- Air conditioner with roof mounted condenser
- Cab, sound-suppressed pressurized
- Coat and hard hat hooks
- Finger tip shifting controls
- Flip-up armrest
- Heater and defroster
- Horn, electric
- Hydraulic controls
- Implement hydraulic lockout
- Instrumentation, gauges:
  - DEF fluid level (HRC only)
  - Engine coolant temperature
  - Fuel level
  - Hydraulic oil temperature
  - Speedometer/Tachometer
  - Torque converter temperature
- Instrumentation, warning indicators:
  - Action alert system, three-category
  - Brake oil pressure
  - Electrical system, low voltage
  - Engine failure malfunction alert and action lamp
  - Light, (dome) cab
- Guards, crankcase and powertrain, hydraulically powered

GUARDS
- Guards, axle (front and rear)
- Guard, cab window

OPERATOR ENVIRONMENT
- Lunch box and beverage holders
- Mirror, internal (panoramic)
- Mirrors, heated ready
- Mirrors, rearview (externally mounted)
- Radio, CB ready
- Radio ready for entertainment:
  - Antenna
  - Speakers
  - Converter (12-volt 10-16 amp)
- Seat, Cat comfort (cloth) air suspension
- Seat belt with minder, retractable, 76mm (3") wide
- STIC-control system with lockout
- Sun visor, front
- Tinted glass
- Transmission gear (indicator)
- Vital Information Management System (VIMS):
  - Graphical information display
  - External data port
  - Customizable operator profiles
  - Wet-Arm wipers/washer (front and rear)
  - Intermittent wipers (front and rear)

TIRES, RIMS, AND WHEELS
- Wheels, combination tips

GUARDS
OTHER STANDARD EQUIPMENT
Oil sampling valves
Product Link
Stairway, left and right rear access
Steering, load sensing

BLADES
Bulldozer arrangement is included in the base machine. Blade is not included in standard equipment and must be selected from the mandatory section.

FLUIDS
Antifreeze, premixed 60% concentration extended life (-34°C)

OTHER STANDARD EQUIPMENT
Demand fan/swing out (hyd. reversible)
Doors, service access (locking)
Ecology drains for engine, radiator, transmission, hydraulic tank
Emergency platform egress
Engine, crankcase, 600 hour Interval with CL-4 oil
Engine idle management features:
- Auto idle shutdown
-Delayed engine shutdown
-Engine idle shutdown
Fire suppression ready
Fuel tank, 782L (207 gal)
Hitch, drawbar with pin
Hoses, Cat XT(TM)
Hydraulic, engine, and transmission oil coolers
Oil change system; high speed

MACHINE SPECIFICATIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>Reference No</th>
</tr>
</thead>
<tbody>
<tr>
<td>826K LANDFILL COMPACTOR HRC</td>
<td>376-6010</td>
</tr>
<tr>
<td>Available for ADS-N, EU, Israel, ANZ, Japan, and South Korea.</td>
<td>384-7648</td>
</tr>
<tr>
<td>GUARD, REAR FAN and GRILL</td>
<td>375-4691</td>
</tr>
<tr>
<td>CAB GLASS, RUBBER MOUNTED</td>
<td>378-6009</td>
</tr>
<tr>
<td>FILMS, ANSI</td>
<td>378-6030</td>
</tr>
<tr>
<td>ENGINE and NO SOUND SUPPRESSION</td>
<td>378-6089</td>
</tr>
<tr>
<td>AXLES, NO-SPIN FRONT. and REAR</td>
<td>382-1090-0</td>
</tr>
<tr>
<td>STAIRWAY, SWINGOUT</td>
<td>383-2184</td>
</tr>
<tr>
<td>CAB PRECLEANER, NON-POWERED</td>
<td>384-3386</td>
</tr>
<tr>
<td>CAMERA, REAR VISION</td>
<td>385-2300</td>
</tr>
<tr>
<td>HYDRAULICS, STANDARD</td>
<td></td>
</tr>
</tbody>
</table>

Page 4 of 5.
BLADE, 178" 20.9 YD3 SEMI U
WHEELS, 48" PLUS TIPS
HORN, STANDARD
PRECLEANER, STANDARD
PRODUCT LINK, CELLULAR PL622
STRIKER BARS, CLEANER FINGERS
PACK, DOMESTIC TRUCK
LANE 2 ORDER

Sell Price
Ext Warranty
Less Gross Trade Allowance
Total Quote Price

826H CATERPILLAR, INC.(AA) AWF00405 2007 $122,000

TRADE-INS

WARRANTY

Standard Warranty: 12 months/unlimited hours
Extended Warranty: 5 Year 8,000 hour Premier

F.O.B/TERMS
MACON MACHINE

Accepted by ___________________________ on ___________________________

Signature ___________________________
GUARANTEED BUYBACK AGREEMENT

Date: ____________

Customer: ____________________________

Caterpillar model: ________________________

Serial Number: ________________________

1) Purchase Price of Machine: $__________

2) Less Repurchase price $249,000

3) Difference between #1 and #2
   Equals total cost bid price $__________

YANCEY BROTHERS COMPANY AGREES TO REPURCHASE THE MACHINE DESCRIBED ABOVE BEFORE
______ YEARS FROM DATE OF DELIVERY OR _______ HOURS, WHICHEVER OCCURS FIRST.
AGENCY SHOULD PROVIDE 30 DAYS WRITTEN NOTICE OF INTENT TO EXERCISE THIS REPURCHASE
AGREEMENT.

YANCEY BROTHERS COMPANY AGREES TO THE ABOVE REPURCHASE GUARANTEE SUBJECT TO THE
MACHINE BEING RETURNED IN GOOD WORKING ORDER WITHOUT NEED OF REPAIR. ALL SHEET METAL,
GUARDS, LIGHTS, GRAB IRONS, HANDRAILS, AND GLASS SHALL BE PROPERLY IN PLACE AND
FUNCTIONAL. REPAIRS NECESSARY TO PUT THIS MACHINE IN ACCEPTABLE WORKING ORDER SHALL BE
DEDUCTED FROM REPURCHASE GUARANTEED ABOVE. MACHINES MUST HAVE ALL TIRES WITH AT LEAST
50% TREAD REMAINING WITH NO MAJOR CUTS; OR UNDERCARRIAGE AT A MINIMUM OF AT LEAST 50%
OR BETTER WEAR REMAINING. THE MACHINE MUST HAVE BEEN MAINTAINED ACCORDING TO
CATERPILLAR REQUIREMENTS.

DISAGREEMENTS ARISING AS TO THE INTERPRETATION OF THIS AGREEMENT WILL BE RESOLVED BY AN
ARBITRATION BOARD COMPRISED OF ONE PERSON NAMED BY YANCEY BROS. CO. AND ONE BY THE
COUNTY/CITY. A THIRD PERSON WILL BE SELECTED BY THE TWO PREVIOUSLY NAMED. A DECISION BY
ANY TWO OF THE THREE PERSONS WILL BE BURING ON BOTH PARTIES. THE BOARD WILL MEET AND
RESOLVE ALL ISSUES WITHIN THIRTY (30) DAYS UPON WRITTEN REQUEST OF EITHER PARTY.

THE AGENCY WILL HAVE THE RIGHT TO SELL OR DISPOSE OF THE MACHINE SUBJECT TO THE TERMS OF
CATERPILLAR GUIDELINES. HOWEVER, THIS REPURCHASE AGREEMENT IS NOT TRANSFERABLE TO A
THIRD PARTY.

ANY EXCEPTIONS TO THE ABOVE MUST BE AGREED TO IN WRITING FROM BOTH PARTIES.

CUSTOMER AUTHORIZED SIGNATURE    YANCEY BROS CO. AUTHORIZED SIGNATURE

PRINTED NAME ______________________  PRINTED NAME ________________________________
BUY WITH CONFIDENCE THROUGH YANCEY WITH STATE CONTRACT PRICING

FOR THESE LINES OF NEW CATERPILLAR MACHINES

- Skid Steer Loaders
- Multi Terrain Loaders
- Compact Track Loaders
- Wheel Loaders
- D3K - D8T Dozers
- Rollers
- Backhoes
- Motor graders

- Excavators
- Articulated Dump Trucks
- Landfill Compactors
- Telehandlers
- Wheeled Excavators
- Track Loaders
- Scrapers
- Pavers

PLUS THESE PRODUCTS

- Genie Lifts
- Trail King Trailers
- Rome Slopers
- Weller Paving Products
- Reclaimers
- Cold Planers

Yancey Bros. Co. has been awarded the State Contract for building and construction equipment offering your agency a guaranteed price for equipment regardless of the size of your agency, municipality or location within Georgia, and reducing the time and expense encountered in the bidding and purchasing process, and providing a purchasing path that offers quality products, service and support.

State of GA Contract #: 99999-001-SPD-0000102-0025
Vendor ID: 0000009858
State of Georgia Contract Pricing
State of GA Contract #: 99999-001-SPD-0000102-0025
Vendor ID: 0000009858

Team Georgia Marketplace is a statewide enterprise procurement system for the state of Georgia and is administered by the Georgia Department of Administrative Services (DOAS).

Statewide Contracts are established by State Purchasing for the benefit of government entities throughout Georgia. By leveraging state purchasing power, a variety of high-quality goods and services are provided conveniently at below market rates. Contracts are for a wide range of commodities such as building and construction equipment, office furniture, natural gas and ammunition.

State of Georgia agencies are permitted to purchase through the State Contract Pricing program. This includes:
- State of Georgia and State agencies.
- Georgia School Districts.
- Georgia Counties.
- State Universities and Colleges.
- Georgia Municipalities.
- State-recognized Authorities and Airports.

Purchasing under the State Contract Pricing contracts will allow you to:
- Avoid the time-consuming process of putting bids and the bidding process together
- Avoid time spent waiting for responses
- Avoid the unpredictability of a low-bid scenario
- Leverage established State of Georgia volume pricing.
- Be assured of purchasing off state contracts reviewed by the Georgia Department of Administrative Services.
- Have another option to the open bidding process.

For more information on the State Contract Pricing program and purchasing building and construction equipment under the current Yancey Bros. Co. contract, please contact your Yancey Machine Sales Representative today.

Albany
800.768.2892

Augusta
800.446.5131

Austell
800.282.1562

Brunswick
800.299.5010

Callahan
800.752.9804

Columbus
800.633.5240

Dacula
800.545.2946

Macon
800.633.5180

Savannah
800.755.8382

Statesboro
888.764.6506

Valdosta
800.755.6841

Washington
888.678.3211

Waycross
888.948.2443

www.YanceyBros.com
Customer Support Agreement - Preventive Maintenance (P.M.)

The objective of this agreement is to ensure that our customers receive the benefits of consistent, thorough, managed maintenance.

<table>
<thead>
<tr>
<th>Yancay Fiat Co. Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provides a contract person to coordinate scheduling of P.M. work. Must maintain service records on all repairs, PM's, oil and coolant sampling performed by Yancay Fiat Co., with customer copies available if desired.</td>
</tr>
<tr>
<td>Provides all travel, labor, equipment, oil, filters and SGS samples to perform 500, 1000, and 2000 hour Preventive Maintenance services as outlined in the equipment manufacturer's specification and maintenance guide. Properly dispose of all used oil and filters generated by Yancay Fiat Co.'s P.M. service, leaving our portion of your facility environment well.</td>
</tr>
<tr>
<td>Permits Unrestricted 24/7/365 access to all components of lubrication, oil and coolant sampling services as specified in the equipment manufacturer's specification and maintenance guide, and provides the customer with a copy of the analysis. Perform Scheduling/Coast Sampling at 2000 hour intervals.</td>
</tr>
<tr>
<td>Performs walk around visual inspection with each service. These inspections are intended to identify and report readily observable equipment conditions or deficiencies that could affect machine component life or overall performance.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Customer Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provides a contact person to keep Yancay Fiat Co. informed of machine hours no later than the 20th of each month or when P.M. scheduling is approaching, no later than three working days prior to requested date for service.</td>
</tr>
<tr>
<td>Makes equipment available at a reasonable work location accessible to Yancay Fiat Co.'s P.M. vehicles. The location must be considered safe for the technician to work.</td>
</tr>
<tr>
<td>Performs all daily and weekly maintenance as defined in the equipment manufacturer's specification and maintenance guide, including daily walk around, OIL sampling and air filter replacement when required by the reading of the oil filters. Includes maintenance records and ensures the maintenance is recorded as performed by Yancay Fiat Co., as per the requirements.</td>
</tr>
<tr>
<td>Maintains inventory, record keeping, any required replacement parts or software updates are per the customer's request and at the responsibility of the customer.</td>
</tr>
<tr>
<td>Uses only new, genuine, fluids and lubricants that meet or exceed the equipment manufacturer's specifications. Perform internal cleaning of the machine to include but not limited to: Radiator - Daily Testing</td>
</tr>
<tr>
<td>Customer must remain in good credit standing with Yancay Fiat Co. In order for this contract to be valid. If at any time the customer's credit account does not meet the requirements of the credit application on file with Yancay Fiat Co., this contract is subject to termination at the sole discretion of Yancay Fiat Co. If the contract is terminated, any expenses charged to the contract that have not been invoiced to be paid in full at the time of termination are applicable to the customer's credit account and will be due immediately.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Exclusions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any repairs other than routine Preventive Maintenance as outlined in the respective equipment manufacturer's specification and maintenance guide are not included.</td>
</tr>
<tr>
<td>Cab filters, horns, clamps, belts, nuts, bolts, etc. are not included.</td>
</tr>
<tr>
<td>Make-up fluids added by Yancay Southern that exceed 5 gallons are not part of the standard component are not included.</td>
</tr>
<tr>
<td>Replacement filters such as engine air or fuel filters outside of the normal scheduled interval are not included.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Notes and special instructions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 4 compliant diesel particulate filter and component parts are not included in the price of the pre-contract 500 hour interval PM services do not include engine air filters.</td>
</tr>
<tr>
<td>Cab Air Filters are not included.</td>
</tr>
<tr>
<td>Engine SGS sampling provided for 350 hour Interval. Customer must take engine oil samples at 350 hour PM interval.</td>
</tr>
<tr>
<td>Cooling systems only included at the 2000 hour Interval.</td>
</tr>
<tr>
<td>Testing engine overheated not included in below pricing.</td>
</tr>
<tr>
<td>The machine will be sampled in condition monitoring with 1-monthly reports.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Billing</th>
</tr>
</thead>
<tbody>
<tr>
<td>If customer elects to be billed by the hour, Yancay Fiat Co., will generate an invoice for each calendar month for the days that the machine is run, regardless of whether it is run or not. The invoice will be multiplied by the hourly agreement rate and divided on the PMI for the agreement amount. If customer elects to be billed equal payments, Yancay Fiat Co., will generate an invoice for each calendar month for the agreed upon rate and invoice on the PMI for the agreement amount.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Model</th>
<th>Tier</th>
<th>Agreement Length (Months/Hours)</th>
<th>Service Hour Intervals</th>
<th>Pre-Paid Price (Cost per Hour)</th>
<th>OHV</th>
<th>Equal Pay Per Month (tied at each service)</th>
</tr>
</thead>
<tbody>
<tr>
<td>820K</td>
<td>TBD</td>
<td>60,000 Hours</td>
<td>500</td>
<td>$37,992</td>
<td>4.75</td>
<td>$123,21</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,234.68</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Terms of Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>This agreement is subject to the terms and conditions specified herein. Any variation to the terms of this agreement must be in writing and signed by both parties.</td>
</tr>
<tr>
<td>This agreement is effective from the date the agreement is signed or 30 days from the signing of the agreement. Agreement term is 5 years from the signing date of this agreement. An additional term is 5 years from the signing date of this agreement. This agreement is renewed automatically unless either party provides written notice of their intention to terminate the agreement. The renewal term is for 5 years from the signing date of this agreement.</td>
</tr>
<tr>
<td>Customer Name: Yancay Fiat Co., Inc.</td>
</tr>
<tr>
<td>Customer # 90378</td>
</tr>
<tr>
<td>By: Date: 1/28/2016</td>
</tr>
</tbody>
</table>

Yancay Fiat Co., Inc.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT WITH JONES LANG LASALLE, INC.
FOR REAL ESTATE SERVICES RELATED TO THE POTENTIAL DEVELOPMENT
OF THE GOVERNMENT CENTER ANNEX BUILDING LOCATED AT 682 CHERRY
STREET; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County owns the Government Center Annex Building
(hereinafter "Annex Building") located at 682 Cherry Street, Macon, Georgia 31201; and

WHEREAS, on or about November 12, 2014, a Request for Professional Services was
issued by the Macon-Bibb County Procurement Department soliciting public/private real estate
services for the Annex Building; and

WHEREAS, specifically, the Request for Professional Services sought a public/private
real estate partner that specialized in implementing innovative real estate solutions for public
entities and institutions for a potential mixed-use development of the Annex Building; and

WHEREAS, a copy of the Request for Professional Services has been attached hereto as
Exhibit "A"; and

WHEREAS, one (1) responsive bid was received from Jones Lang LaSalle, Inc., which is
an international corporation headquartered in Chicago, Illinois, and with a regional office located
in Atlanta, Georgia; and

WHEREAS, the price proposal received from Jones Lang LaSalle, Inc. divided the
proposed services into four (4) separate tasks, with each task being priced separately and with each
party retaining the right to terminate the agreement after the completion of one (1) of the tasks; and

WHEREAS, the first task is "Desirability and Evaluation", which consists of analyzing
historical trends and forecasts, feasibility and cost benefit, and initial financial evaluation, at a cost
of thirty-five thousand dollars ($35,000.00); and

WHEREAS, the second task is "Business Case Development Procedure", which consists
of option analysis, risk analysis/discount rate, financial modeling, public sector comparator,
shadow bid, and PPP deal structuring, at a rate of twenty-nine thousand dollars ($29,000.00); and

WHEREAS, the third task is "Marketing", which consists of identification of the potential
universe partners and targeted marketing to the correct audience, at a cost of twenty thousand
dollars ($20,000.00); and
WHEREAS, the fourth task is “Procurement”, which consists of PPP deal structuring, evaluation criteria and methodology, financial evaluation support, negotiations, financial modeling, and post financial close advice, at a rate of sixty-five thousand dollars ($65,000.00); and

WHEREAS, each task is independently priced and completed, with either party having the right to provide notice at the end of each task that it does not wish to continue on with the next task; and

WHEREAS, a copy of the price proposal submitted by Jones Lang LaSalle, Inc. has been attached hereto as Exhibit “B” for reference purposes; and

WHEREAS, upon the completion of each task, a report of the findings and work completed by Jones Lang LaSalle, Inc. will be presented to the Macon-Bibb County Board of Commissioners for review, and a separate vote will be required to determine if the next task shall be procured from Jones Lang LaSalle, Inc.; and

WHEREAS, this resolution will allow Macon-Bibb County to analyze the feasibility and financial ramifications regarding developing the Annex Building for mixed-use purposes; 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 enter into an agreement with Jones Lang LaSalle, Inc. for the “Desirability and Evaluation” task at a cost of thirty-five thousand dollars ($35,000.00) in a form to be approved by the County Attorney’s Office; 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 prior to an agreement for the next task (Business Case Development Procurement) to begin, a report regarding the findings of the “Desirability and Evaluation” task shall be presented to the Macon-Bibb County Board of Commissioners for review and for authorization to proceed with the next task.

SO RESOLVED this ___ day of ______________, 2015.

By:  
ROBERT A.B. REICHERT, Mayor

Attest:  
JEAN S. HOWARD, Clerk of Commission

(SEAL)
EXHIBIT A

Request for Professional Services for Public/Private Real Estate Services
Bid 15-032-ND
MACON-BIBB COUNTY, GEORGIA

Request for Professional Services (RPS)

FOR

Public/Private Real Estate Services

15-032-ND

Commodity Codes:
578-03
916-16
981-64

MACON-BIBB COUNTY

ISSUE DATE: November 12, 2014
DUR DATE: December 11, 2014

Send questions related to this solicitation to: Nyesha Daley at ndaley@maconbibb.us

MBE/WBE/DBE Participation: Minority, Women Owned, and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE sub-consultants where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Dr. James Louis Bumpus, Director of Small Business Affairs at (478) 951-2192 or jbumpus@maconbibb.us
I. GENERAL

A. Invitation

Notice is hereby given that Macon-Bibb County will receive responses to the Request for Professional Services (RPS) (original plus 4 copies) in the Procurement Department, 682 Cherry Street, 8th Floor, Macon, Georgia 31201, until 12:00 o'clock NOON at the time legally prevailing in Macon, Georgia on Thursday, December 11, 2014, for Public/Private Real Estate Services for Macon-Bibb County.

NO LATE RESPONSES WILL BE CONSIDERED

The names of responding firms will be publicly read on Thursday, December 11, 2014, at 2:00 P.M. in the Macon-Bibb County Procurement Department Conference Room, located on the 8th Floor of the Government Center Annex Building at 682 Cherry Street, Macon Georgia 31201.

B. Definitions

Wherever the term “Owner”, “County”, or “Macon-Bibb County” occur in this document, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.

C. Solicitation Documents

Announcement of this Request for Professional Services may also be posted on the Macon-Bibb County website at www.maconbibb.us/purchasing and on the Georgia Procurement Registry website https://sdi.dca.state.ga.us/PRSapp/PR_index.jsp

D. Insurance Requirements

Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia. All coverage should be written with insurance company with a Best Rating of A or better. Insurance shall be obtained prior to commencement of work and shall remain in force throughout the period of the contract. Macon-Bibb County shall be named as additional insured on the policy.

Workers’ Compensation: Statutory
Professional Liability: $1,000,000
General Liability: $1,000,000

E. Submittals

Responses must be sealed and identified on the outside of the package as and delivered to

“RFQ# 15-032-ND – Real Estate Developer”
Macon-Bibb County Procurement Department
682 Cherry Street
8th Floor
Macon, Georgia 31201
Telephone: (478) 803-0550

Submissions may not be withdrawn for a period of one hundred and twenty (120) days after the deadline on date of closing. Macon-Bibb reserves the right to reject any and all submissions and to waive technicalities and formalities. Respondents shall carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Submittals and any other information submitted by in response to the RPS shall become the property of Macon-Bibb County.
F. Responsiveness

In order to be considered “responsive” the submission must include completed copies of the following documents:

- Proposal Qualification Form
- List of Sub-Consultants
- Minority Participation Goal
- Financial & Legal Stability Statement
- Insurability Statement
- Georgia Security and Immigration Compliance Act (E-Verify) Affidavit

G. Responsibility

In order to be considered “responsible” the submitting firm must meet the following minimum qualifications:

- Ten (10) years of experience providing the services included herein
- Licensed to do business in the State of Georgia
- Firm must have an understanding of real estate development, finance (taxable and tax-exempt), and project management.
- Financially and legally responsible to perform the services included herein.
- Submit a Price Proposal Form that includes all associated and anticipated costs.

H. Reservations

Macon-Bibb County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law.

Each submission should be prepared simply and economically, providing a straightforward, concise description of your firm’s ability to meet the requirements of this RPS. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the Owner’s needs.

Macon-Bibb County makes no guarantee that an award will be made as a result of this RPS and reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this RPS or contract when deemed to be in the Owner’s best interest.

Macon-Bibb County will consider only representations made within the submission in response to this RPS. Owner will not be bound to act by any previous knowledge, communication or submission by the firms other than this RPS.

Failure to comply with the requirements contained herein may result in the submission being deemed “non-responsive” or “non-responsible”. Non-responsive submissions will not be reviewed for potential award.

II. BACKGROUND

Macon-Bibb County Government is committed to driving an energetic and competitive economy that increases quality of life for our residents and businesses. To that end Macon-Bibb County seeks a Public/Private Real estate partner that specializes in implementing innovative real estate solutions for public entities and institutions.

It is the intention of Macon-Bibb County Government to establish a potential joint development of the property as a public/private partnership which incorporates mixed-use elements and integrates public and private uses. The solution presented must maximize long-term revenue for both parties and generate
economic benefit for the government and the potential investor. The ideal team will have expertise in real estate development strategy, marketing, land management, leasing and property management, real estate economics, deal structuring, cost estimating, urban planning, and public/private partnerships.

Macon-Bibb County Government is seeking proposals from real estate brokers/firms to manage the development of a public/private partnership of real property located within the city limits. The County owns a property located at 682 Cherry Street, Macon GA 31201 (Floor plans included). This eleven (11) story property is the current location of the Macon-Bibb County Government Center Annex and houses several county departments. The RPS seeks to find a firm to assist in the process of marketing and managing the property for the purposes of developing a public/private partnership or sale.

The County is seeking a firm with a creative marketing plan who can develop a broad approach to the public/private partnership development and management of this property. Together with county staff the selected firm will lead the process to provide comprehensive services required for the management of the property located at 682 Cherry Street, Macon GA 31201. This will include, but not be limited to:

1. Assessing the target customers for this property
2. Creating a marketing plan
3. Creating a flexible delivery model that identifies revenue streams and unlocks hidden value.
4. Proposing alternate creative management solution(s) that may result in public/private partnership that does not include outright sale of the property.
5. Developing a sale price and executing the marketing plan

III. SCOPE OF SERVICES

The successful firm shall agree to contract with the county to provide the following:

1. Develop strategies for development and/or sale of the designated property.
2. Develop marketing materials to advertise the site.
3. Participate in tours with potential developers/buyers.
4. Analyze offers from potential developers/buyer and advise the county with respect to negotiations.
5. Represent the county in negotiations with a prospective buyer from the time of offer until closing.
6. Coordinate real estate transaction closing.
7. Handle all other customary activities and services associated with real estate transactions.
8. Presentations at public meetings may be required.
IV. SUBMITTAL FORMAT AND REQUIREMENTS

Submissions must be limited to a total of twenty (20) pages and must be organized in a manner to display the required information in easily accessible tabs labeled:

Background
- Letter of Interest
- History of the Firm (including years in business)
- Contact information (including address(es), telephone/Tax numbers, email, etc.)
- Structure of the firm (include principal(s), project team, if applicable)

Experience
- Resume(s) of key personnel
- Reference list
- List of projects with similar scope and size
- Details regarding similar projects, processes, and outcomes.

Project Approach
- Strategic plan for accomplishing the services.
- Include a comprehensive plan for enhancing the public/private partnership goals of the County.

Project Timeline
- Provide a proposed schedule outlining each deliverable

Price Proposal
- State your fee structure for managing the development and/or sale of the subject property
- Clearly state any other costs anticipated related to the real estate transaction

V. SCORING (total possible number of points = 100)
Background & Experience – Maximum 35 points
Project Approach – Maximum 20 Points
Project Timeline – Maximum 20 Points
Price Proposal – Maximum 20 Points
Local Preference – Maximum 5 Points

Scoring will be performed by a team of reviewers utilizing the Point Allocation Guidelines included as Attachment “A”.

VI. AWARD BASIS
Award will be recommended for the respondent with the highest number of points.
EXHIBIT B

Bid 15-032-ND

Jones Lang LaSalle, Inc. Price Proposal
Section 5 –
Price Proposal

Revised Pricing

JLL is pleased to submit this updated price proposal to the County for public/private real estate services to support the County’s objectives identified in the solicitation. This proposal reflects the cost of services for the our proposed team to accomplish the tasks outlined in the Scope of Services and in accordance with the terms and conditions detailed in the solicitation. This pricing assumes that we will be provided with full information on the existing conditions of the building and preliminary plans that we can use to estimate the renovation costs to fit the required office space into the lower floors of the building. Our team, approach to each required tasks, depth of knowledge and strategic advisory strengths will prove to of be the most advantageous to the County. Given the significant interest that the County has already received in the redevelopment opportunity, JLL will provide additional marketing services, but those will be limited to regional developers that we believe would have significant interest in a redevelopment project such as this.

This pricing will also assume that each of the tasks identified below will be performed on a one off basis. Either party can provide notice at the end of each task that it does not wish to continue on with the following task.

Fee Structure

Fee Structure for Managing the Development and/or sale of the Subject Property

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desirability and Evaluation, Historical trends and forecasts, feasibility and cost benefit, initial financial evaluation and considerations and other analyses</td>
<td>$25,000</td>
</tr>
<tr>
<td><strong>Business Case Development</strong> Procurement - Option analysis; risk analysis/discount rate; financial modeling, public sector comparator, shadow bid; PPP deal structuring</td>
<td>$29,000</td>
</tr>
<tr>
<td><strong>Marketing</strong> - Identification of the potential universe of developer partners, targeted marketing in the correct audience</td>
<td>$20,000</td>
</tr>
<tr>
<td><strong>Procurement</strong> - PPP deal structuring; evaluation criteria and methodology; financial evaluation support; negotiations; financial modeling, public sector comparator, shadow bid and post-financial close advice</td>
<td>$65,000</td>
</tr>
</tbody>
</table>
SPONSOR: MAYOR ROBERT A.B. REICHERT

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AMENDING ARTICLE VI OF CHAPTER 4 OF THE CODE OF ORDINANCES OF MACON-BIBB COUNTY, GEORGIA TO PROVIDE AN EXCEPTION FOR THE SALE OF DISTILLED SPIRITS, WINE, AND MALT BEVERAGES SOLD FOR CONSUMPTION ON THE PREMISES IN THE DOWNTOWN DISTRICT; AND FOR OTHER PURPOSES,

WHEREAS, Section 4-142 of the Macon-Bibb County Code of Ordinances prohibits the issuance of a license for the sale of distilled spirits, wine, and malt beverages for on-site consumption if the business is located within six hundred (600) feet of a school ground, school building, educational building, or college campus; and

WHEREAS, while the retail sale of distilled spirits, wine, and malt beverages are regulated by state law, O.C.G.A. § 3-3-21 (b)(3) allows a county or municipality to regulate the licensing of on-the-premises alcoholic beverage consumption, including any distance requirements for an establishment from churches, schools, and colleges; and

WHEREAS, previously, the City of Macon had an ordinance in place which provided that distance requirements for on-the-premises alcohol consumption licenses shall not be applied to such premises located in the downtown district that within six hundred (600) feet of a college; and

WHEREAS, when the inaugural Code of Ordinances for Macon-Bibb County were established, this exception did not get transferred to the new enacted ordinance; and

WHEREAS, this ordinance change will identify the parameters of the downtown area for purposes of this ordinance amendment and exempt an on-the-premises alcohol consumption licensee from the college distance requirements of Sec. 4-142 if that establishment is located in the defined downtown district; and

WHEREAS, a map of the defined downtown district for purposes of this ordinance amendment has been attached hereto as Exhibit “A” for reference purposes; and

WHEREAS, this ordinance change will promote commerce and additional business activity in the downtown district; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so ordained by authority of the same that:
Section 1

Section 142 of Article VI of Chapter 4 of the Code of Ordinances of Macon-Bibb County, Georgia is hereby amended to add subpart (c) and shall read as follows:

Sec. 4-142. Distances from certain uses; when distances not applicable.

(a) No license for retail sales of distilled spirits for consumption on the premises shall be issued where the location of the business is within 300 feet of any of the following: a church, an alcoholic treatment center, or a public library. No license for retail sales of distilled spirits for consumption on the premises shall be issued where the location of the business is within 600 feet of any of the following: a school ground, school building, educational building, or college campus. The distance prescribed in this section shall be measured in a straight line from the nearest property line of the place of business to the nearest property line of such church, library or branch, school ground or college campus notwithstanding.

(b) Nevertheless, a license may be issued to any hotel, motel, or similar establishment; to any bona fide private club generally recognized as such and having bona fide membership requirements; or to any bona fide restaurant or other bona fide food service establishment, the distance between any such place and a church, library, branch, school ground or college campus notwithstanding.

(c) No distance requirements shall apply to colleges, for the sale of distilled spirits, wine, or malt beverages sold only for consumption on the premises, if such licensed premises is located within the downtown business district. For purposes of this subpart, the "downtown business district" is defined as embraced within the following boundaries: Beginning at the intersection of Martin Luther King Jr. Boulevard and Riverside Drive; extending along Riverside Drive to New Street; extending along New Street to Pine Street; extending along Pine Street to Fifth Street; extending along Fifth Street and Martin Luther King Jr. Boulevard to Riverside Drive, the beginning point, including both sides of the segments of the above streets forming such boundaries.

Section 2

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 ________________, 2015.

By: 

ROBERT A.B. REICHERT, Mayor

Attest: 

JEAN S. HOWARD, Clerk of Commission

(SEAL)
EXHIBIT A

Map of Downtown District for
Ordinance Section 4-142
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AMENDING ARTICLE I CHAPTER 18 OF THE CODE OF ORDINANCES OF MACON-BIBB COUNTY, GEORGIA TO CODIFY LANGUAGE REGARDING THE “BAN THE BOX” INITIATIVE; TO UPDATE THE APPLICATION PROCESS FOR THE EMPLOYMENT OF EX-OFFENDERS WITH MACON-BIBB COUNTY; AND FOR OTHER PURPOSES,

WHEREAS, “Ban the Box” is a phrase that has been coined to reflect a movement by employers to remove the question about a person’s criminal history from the initial job application and postponing the question to a later point in the hiring process; and

WHEREAS, postponing the question of an applicant’s criminal history to a later point in the hiring process allows the applicant to explain their criminal record to an employer in person; and

WHEREAS, this allows the candidate to be candid about his/her past and explain how overcoming setbacks have fashioned him/her into a qualified candidate for the position, and also allows the employer to get a better grasp of the person’s character and strengths; and

WHEREAS, the Macon-Bibb County Board of Commissioners recognizes the stated benefits of “banning the box”, which includes helping improve the chance of a person with a criminal history successfully reintegrating into society, decreasing the chance of further criminal activity by the person, and allowing a person with a criminal history to contribute to the economy of their state/community; and

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

Section 1

Article I of Chapter 18 of the Code of Ordinances of Macon-Bibb County, Georgia is hereby amended and shall read as follows:

ARTICLE I. GENERAL PROVISIONS

Sec. 18-1. Statement of policy.
Sec. 18-2. Definitions.
Sec. 18-3. Ban-the-box.
Sec. 18-4. Unlawful discriminatory practice – Ex-offenders.
Sec. 18-5. Adverse employment decision – Ex-offenders.
Sec. 18-6. Dissemination of criminal history.
Sec. 18-7. Exemptions.
Sec. 18-8 – 18-31. Reserved.

Sec. 18-1. Statement of policy.

It is the policy of Macon-Bibb County Government to provide equal employment opportunity to all qualified persons; to prohibit discrimination in employment because of race, color, religion, age, disability, sex, sexual orientation, gender identity, veteran's status or national origin; and to promote the full realization of equal employment opportunity through a positive, continuing program in each department and agency of the Macon-Bibb County Government. The policy of equal opportunity applies to every aspect of County employment, policy and practice.

Sec. 18-2. Definitions.

As used in this Article, the following terms have the following meanings:

1. "Applicant" means any person considered or who requests to be considered for employment by Macon-Bibb County.

2. "County agency" means any office, department, agency, board or commission of Macon-Bibb County.

3. "Employee" means all persons engaged in the operation or conduct of any business, whether as owner, any member of owner's family, partner, associate, agent, manager, or representative, and any and all other persons engaged or employed in said business.

4. "Employment" means any occupation, vocation, job, work for pay or employment, including temporary or seasonal work, contracted work, contingent work and work through the services of a temporary or other employment agency. "Employment" shall not, for the purposes of this chapter, include membership in any law enforcement agency.

5. "Conviction" means any sentence arising from a verdict or plea of guilty or nolo contendere, including a sentence of incarceration, a suspended sentence, a sentence of probation or a sentence of unconditional discharge.

6. "Inquiry" means any direct or indirect conduct intended to gather information, using any mode of communication.

7. "Interview" means any direct contact by the employer with the applicant, whether in person or by telephone, to discuss the employment being sought or the applicant's qualifications.
Sec. 18-3. Ban-the-box.

In connection with printed and/or on-line employment application forms of Macon-Bibb County, it shall be an unlawful discriminatory practice for them to contain a "box" or inquiry regarding an applicant's prior criminal history.

Sec. 18-4. Unlawful discriminatory practice -- Ex-offenders.

To prohibit unfair discrimination against persons previously convicted of one or more criminal offenses:

(a) In connection with the licensing or employment of any person, it shall be an unlawful discriminatory practice for Macon-Bibb County to make any inquiry regarding or to require any person to disclose or reveal any criminal conviction(s) during the application process. The application process shall begin when the applicant inquires about the employment being sought and shall end when an employer has accepted an employment application.

(b) It shall further be an unlawful discriminatory practice for Macon-Bibb County to make any inquiry regarding, or to require any person to disclose or reveal any criminal convictions against such person before the second interview.

(c) Prior to an applicant being selected for hire with Macon-Bibb County, a background check and drug test is required for consideration of employment.

Sec. 18-5. Adverse employment decision -- Ex-offenders.

Once the applicant has been deemed qualified for the position for which he/she applied, Macon-Bibb County may then inquire into the applicant's criminal history. If Macon-Bibb County makes an adverse employment decision, including, but not limited to, the refusal, rescission, or revocation of a conditional offer of employment, or termination of employment, after the criminal history inquiry is conducted, Macon-Bibb County shall within a reasonable period of time, not to exceed thirty (30) days:

(a) Notify the applicant of the adverse employment decision; and

(b) Provide the applicant with a photocopy of the results of the criminal inquiry, indicating the particular conviction(s) that relate(s) to the position's responsibilities.

Sec. 18-6. Dissemination of criminal history.

Any information obtained by Macon-Bibb County that pertains to an applicant's criminal history:

(a) Shall remain confidential;
(b) Shall only be shared with individuals that have a need to know the contents for the purpose of evaluating candidates or employees in a manner consistent with this section, except as dictated by law;

(c) Shall not be used, distributed, or disseminated by Macon-Bibb County for any use other than those permitted under this policy; and

(d) Shall not be used, distributed, or disseminated by Macon-Bibb County to any other entity or individual, except as dictated by state or federal law.

Sec. 18-7. Exemptions

Macon-Bibb County hiring for positions where certain convictions or violations are a bar to employment in that position under state or federal law, including but not limited to positions that involve work with children and positions in law enforcement, shall not be constrained at any time from asking questions about those convictions or violations.

Sec. 18-8 – Sec. 18-31.

Reserved.

Section 2

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 rembered 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 ____________, 2015.

By: _______________________________
    ROBERT A.B. REICHERT, Mayor

Attest: _____________________________
        JEAN S. HOWARD, Clerk of Commission

(SEAL)

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

WHEREAS, the political subdivision of Bibb County and the municipal corporation of the City of Macon were merged together and superseded by the new consolidated political subdivision of Macon-Bibb County; and

WHEREAS, the International Property Maintenance Code is a permissive code previously utilized by the Macon-Bibb County Department of Business and Development Services; and

WHEREAS, the Macon-Bibb County Department of Business and Development Services desires to enforce the most current version of the 2012 International Property Maintenance Code, hereto attached as Exhibit “A” with applicable revisions including a fee schedule (Section 103.5), stop work order fines (Section 112.4), details regarding weeds (Section 302.4), insect screens (Section 304.14), heat supply (Section 602.3), and occupiable work spaces (Section 602.4); and

WHEREAS, the Macon-Bibb County Department of Business and Development Services also desires to enforce the most recent Georgia State Amendments to the International Property Maintenance Code (2012 Edition), hereto attached as Exhibit “B”; and

WHEREAS, the Georgia Department of Community Affairs requires that permissive codes be adopted either by ordinance or resolution, by the local jurisdiction, in order for a local government to enforce one or more of the permissive codes; and

WHEREAS, the Georgia Department of Community Affairs further requires that a copy of the adopted ordinance or resolution be forwarded to their attention pursuant to O.C.G.A. § 8-2-25(b); and

WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of the Macon-Bibb County.
NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the 2012 International Property Maintenance Code and Georgia State Amendments to the International Property Maintenance Code (2012 Edition), attached hereto and incorporated herein as Exhibits “A” and “B”, are adopted for use and enforcement by the Macon-Bibb County Department of Business and Development Services, authorizing the Macon-Bibb County Department of Business and Development Services to forward a copy of this adopted resolution with attachments to the Georgia Department of Community Affairs as required by O.C.G.A. § 8-2-25(b), and a copy of said 2012 International Property Maintenance Code with the Georgia State Amendments will be maintained on permanent file with the Department of Business and Development services where it will be available to the public.

SO RESOLVED this _____ day of _____________, 2015

ROBERT A. B. REICHERT, MAYOR

ATTEST:
JEAN S. HOWARD, CLERK OF COMMISSION
TABLE OF CONTENTS

CHAPTER 1  SCOPE AND ADMINISTRATION  ...  1

PART 1—SCOPE AND APPLICATION.  .......  1

Section
101  General ..................................  1
102  Applicability ..................................  1

PART 2—ADMINISTRATION AND ENFORCEMENT ....  2

Section
103  Department of Property Maintenance Inspection ..........  2
104  Duties and Powers of the Code Official ..................  2
105  Approval ..................................  2
106  Violations ..................................  3
107  Notices and Orders ..................................  3
108  Unsafe Structures and Equipment .....................  4
109  Emergency Measures ..................................  5
110  Demolition ..................................  6
111  Means of Appeal ..................................  6
112  Stop Work Order ..................................  7

CHAPTER 2  DEFINITIONS  ...........  9

Section
201  General ..................................  9
202  General Definitions ..................................  9

CHAPTER 3  GENERAL REQUIREMENTS  ......  11

Section
301  General ..................................  11
302  Exterior Property Areas  ....................  11
303  Swimming Pools, Spas and Hot Tubs ..........  11
304  Exterior Structure ..................................  12
305  Interior Structure ..................................  13
306  Component Serviceability .................  14
307  Handrails and Guardrails ..........  15
308  Rubbish and Garbage ..................  15
309  Pest Elimination ..................................  15

CHAPTER 4  LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS  ......  17

Section
401  General ..................................  17

402  Light ..................................  17
403  Ventilation ..................................  17
404  Occupancy Limitations ....................  17

CHAPTER 5  PLUMBING FACILITIES AND FIXTURE REQUIREMENTS  ....  19

Section
501  General ..................................  19
502  Required Facilities ..................................  19
503  Toilet Rooms ..................................  19
504  Plumbing Systems and Fixtures .............  19
505  Water System ..................................  19
506  Sanitary Drainage System .................  20
507  Storm Drainage ..................................  20

CHAPTER 6  MECHANICAL AND ELECTRICAL REQUIREMENTS  ......  21

Section
601  General ..................................  21
602  Heating Facilities ..................................  21
603  Mechanical Equipment .....................  21
604  Electrical Facilities .....................  21
605  Electrical Equipment .....................  22
606  Elevators, Escalators and Dumbwaiters ..........  22
607  Duct Systems ..................................  23

CHAPTER 7  FIRE SAFETY REQUIREMENTS  ......  25

Section
701  General ..................................  25
702  Means of Egress ..................................  25
703  Fire-resistance Ratings .....................  25
704  Fire Protection Systems .....................  25

CHAPTER 8  REFERENCED STANDARDS  ......  27

APPENDIX A  BOARDING STANDARD  ....  29

Section
A101  General ..................................  29
A102  Materials ..................................  29
A103  Installation ..................................  29
A104  Referenced Standards .....................  29

INDEX ..................................  31
CHAPTER 1

SCOPE AND ADMINISTRATION

PART 1 — SCOPE AND APPLICATION

SECTION 101

GENERAL

[A] 101.1 Title. These regulations shall be known as the International Property Maintenance Code of Macon-Bibb County, Georgia, hereinafter referred to as “this code.”

[A] 101.2 Scope. The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupant; the occupancy of existing structures and premises; and for administration, enforcement and penalties.

[A] 101.3 Intent. This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

[A] 101.4 Severability. If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 102

APPLICABILITY

[A] 102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

[A] 102.2 Maintenance. Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. No owner, operator or occupant shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repair or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or the owner’s designated agent shall be responsible for the maintenance of buildings, structures and premises.


[A] 102.4 Existing remedies. The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and insanitary.

[A] 102.5 Workmanship. Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer’s instructions.

[A] 102.6 Historic buildings. The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the code official to be safe and in the public interest of health, safety and welfare.

[A] 102.7 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

[A] 102.7.1 Conflicts. Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

[A] 102.7.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

[A] 102.8 Requirements not covered by code. Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the code official.

[A] 102.9 Application of references. References to chapters, sections, or to provisions not specifically identifi-
fied by number, shall be construed to refer to such chapter, section or provision of this code.

[A] 102.10 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2 — ADMINISTRATION AND ENFORCEMENT

SECTION 103
DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION

[A] 103.1 General. The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the code official.

[A] 103.2 Appointment. The code official shall be appointed by the chief appointing authority of the jurisdiction.

[A] 103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the code official shall have the authority to appoint a deputy(s). Such employees shall have powers as delegated by the code official.

[A] 103.4 Liability. The code official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

[A] 103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule.

See Appendix A — Sec. 103.5 Fee Schedule

SECTION 104
DUTIES AND POWERS OF THE CODE OFFICIAL

[A] 104.1 General. The code official is hereby authorized and directed to enforce the provisions of this code. The code official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

[A] 104.2 Inspections. The code official shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

[A] 104.3 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the code official has reasonable cause to believe that there exists in a structure or upon a premises a condition in violation of this code, the code official is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this code, provided that if such structure or premises is occupied the code official shall present credentials to the occupant and request entry. If such structure or premises is unoccupied, the code official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the code official shall have recourse to the remedies provided by law to secure entry.

[A] 104.4 Identification. The code official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

[A] 104.5 Notices and orders. The code official shall issue all necessary notices or orders to ensure compliance with this code.

[A] 104.6 Department records. The code official shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

SECTION 105
APPROVAL

[A] 105.1 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this code, the code official shall have the authority to grant modifications for individual cases upon application of the owner or owner's representative, provided the code official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

[A] 105.2 Alternative materials, methods and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material or method of construction shall be approved where the code official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

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[A] 105.3 Required testing. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the code official shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

[A] 105.3.1 Test methods. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the code official shall be permitted to approve appropriate testing procedures performed by an approved agency.

[A] 105.3.2 Test reports. Reports of tests shall be retained by the code official for the period required for retention of public records.

[A] 105.4 Used material and equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Materials, equipment and devices shall not be reused unless such elements are, in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and approved by the code official.

[A] 105.5 Approved materials and equipment. Materials, equipment and devices approved by the code official shall be constructed and installed in accordance with said approval.

[A] 105.6 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

SECTION 106 VIOLATIONS

[A] 106.1 Unlawful acts. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

[A] 106.2 Notice of violation. The code official shall serve a notice of violation or order in accordance with Section 107.

[A] 106.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] 106.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

[A] 106.5 Abatement of violation. The imposition of any penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

SECTION 107 NOTICES AND ORDERS

[A] 107.1 Notice to person responsible. Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.

[A] 107.2 Form. Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
5. Inform the property owner of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 105.3.

[A] 107.3 Method of service. Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address;
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

[A] 107.4 Unauthorized tampering. Signs, tags or seals posted or affixed by the code official shall not be mutilated, destroyed or tampered with, or removed without authorization from the code official.

[A] 107.5 Penalties. Penalties for noncompliance with orders and notices shall be as set forth in Section 106.4.

[A] 107.6 Transfer of ownership. It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the
SECTION 108
UNSAFE STRUCTURES AND EQUIPMENT

[A] 108.1 General. When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

[A] 108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

[A] 108.1.2 Unsafe equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

[A] 108.1.3 Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities, or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

[A] 108.1.4 Unlawful structure. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

[A] 108.1.5 Dangerous structure or premises. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings.

2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

5. The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel con-
sections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

[A] 108.2 Closing of vacant structures. If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

[A] 108.2.1 Authority to disconnect service utilities. The code official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without approval. The code official shall notify the serving utility and, whenever possible, the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the owner or occupant of the building structure or service system shall be notified in writing as soon as practical thereafter.

[A] 108.3 Notice. Whenever the code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall also be placed on the condemned equipment. The notice shall be in the form prescribed in Section 107.2.

[A] 108.4 Placarding. Upon failure of the owner or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

[A] 108.4.1 Placard removal. The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

[A] 108.5 Prohibited occupancy. Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.

[A] 108.6 Abatement methods. The owner, operator or occupant of a building, premises or equipment deemed unsafe by the code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

[A] 108.7 Record. The code official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

SECTION 109

EMERGENCY MEASURES

[A] 109.1 Imminent danger. When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupant or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

[A] 109.2 Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the hoisting up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency.

[A] 109.3 Closing streets. When necessary for public safety, the code official shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized.
SECTION 110
DESTRUCTION

[A] 110.1 General. The code official shall order the owner of any premises upon which is located any structure, which in the code official judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the code official shall order the owner to demolish and remove such structure, or board up for future repair shall not extend beyond one year, unless approved by the building official.

[A] 110.2 Notices and orders. All notices and orders shall comply with Section 107.

[A] 110.3 Failure to comply. If the owner of a premises fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] 110.4 Salvage materials. When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

SECTION 111
MEANS OF APPEAL

[A] 111.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

[A] 111.2 Membership of board. The board of appeals shall consist of a minimum of three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The code official shall be an ex-officio member but shall have no vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.

[A] 111.2.1 Alternate members. The chief appointing authority shall appoint a minimum of two alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.

[A] 111.2.2 Chairman. The board shall annually select one of its members to serve as chairman.

[A] 111.2.3 Disqualification of member. A member shall not hear an appeal in which that member has a personal, professional or financial interest.

[A] 111.2.4 Secretary. The chief administrative officer shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.

[A] 111.2.5 Compensation of members. Compensation of members shall be determined by law.

[A] 111.3 Notice of meeting. The board shall meet upon notice from the chairman, within 20 days of the filing of an appeal, or at stated periodic meetings.

[A] 111.4 Open hearing. All hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of a minimum of two-thirds of the board membership.

[A] 111.4.1 Procedure. The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.
[A] 11.1.5 Postponed hearing. When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

[A] 11.1.6 Board decision. The board shall modify or reverse the decision of the code official only by a concurring vote of a majority of the total number of appointed board members.

[A] 11.1.6.1 Records and copies. The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the code official.

[A] 11.1.6.2 Administration. The code official shall take immediate action in accordance with the decision of the board.

[A] 11.7 Court review. Any person, whether or not a previous party of the appeal, shall have the right to appeal to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

[A] 11.1.8 Stay of enforcement. Appeals of notice and orders (other than Inminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

SECTION 112
STOP WORK ORDER

[A] 112.1 Authority. Whenever the code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the code official is authorized to issue a stop work order.

[A] 112.2 Issuance. A stop work order shall be in writing and shall be given to the owner of the property, to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

[A] 112.3 Emergencies. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.

[A] 112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than three hundred dollars ($300.00) or more than one thousand dollars ($1,000.00).
CHAPTER 2

DEFINITIONS

SECTION 201

GENERAL

201.1 Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the International Building Code, International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Residential Code, International Zoning Code or NFPA 70, such terms shall have the meanings ascribed to them as stated in those codes.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

201.5 Parts. Whenever the words “dwelling unit,” “dwelling,” “premises,” “building,” “rooming house,” “rooming unit,” “housekeeping unit” or “story” are stated in this code, they shall be construed as though they were followed by the words “or any part thereof.”

SECTION 202

GENERAL DEFINITIONS

ANCHORED. Secured in a manner that provides positive connection.

[A] APPROVED. Approved by the code official.

BASEMENT. That portion of a building which is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit.

[A] CODE OFFICIAL. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

CONDEMN. To adjudge unfit for occupancy.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

[B] DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

[Z] EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, or on above a said lot or lots.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

EXTERIOR PROPERTY. The open space on the premises and on adjoining property under the control of owners or operators of such premises.

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

[B] GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

[B] HABITABLE SPACE. Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

HOUSEKEEPING UNIT. A room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition which could cause serious or life-threatening injury or death at any time.

INFESTATION. The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

[A] LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.
DEFINITIONS

LIMIT FOR OCCUPANCY or LIMIT. To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

NEGLECT. The lack of proper maintenance for a building or structure.

[A] OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

 OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

OPERATOR. Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

[A] OWNER. Any person, agent, operator, firm or corporation having a legal or equitable interest in the property, or recorded in the official records of the state, county or municipality as holding title to the property, or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other approved pest elimination methods.

[A] PREMISES. A lot, plot or parcel of land, easement or public way, including any structures thereon.

[A] PUBLIC WAY. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

[B] SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

STR O K LI B E R AT I O N. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

[A] STRUCTURE. That which is built or constructed or a portion thereof.

TENANT. A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

ULTIMATE DEFORMATION. The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 90 percent or less of the maximum strength.

[M] VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marred adjacent work.

[Z] YARD. An open space on the same lot with a structure.
CHAPTER 3

GENERAL REQUIREMENTS

SECTION 301

GENERAL

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

301.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy nor permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

301.3 Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302

EXTERIOR PROPERTY AREAS

302.1 Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: Approved retention areas and reservoirs.

302.3 Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve inches (12”). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided, however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

302.5 Rodent harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After post-elimination, proper precautions shall be taken to eliminate rodent harborage and prevent re-infestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

302.7 Accessory structures. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

302.9 Defacement of property. No person shall willfully or wantonly deface or deface any exterior surface of any structure or building on any private or public property by placing therein any marking, carving or graffiti.

It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

SECTION 303

SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is a minimum of 54 inches (1372 mm) above the bottom of the gate,
the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F 1345 shall be exempt from the provisions of this section.

SECTION 304
EXTERIOR STRUCTURE

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;
5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects;
6. Foundation systems that are not firmly supported by footings, are not plum and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;
7. Exterior walls that are not anchored to supporting and supported elements or are not plum and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects;
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. When substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted when approved by the code official.

304.2 Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.
304.4 Structural members. All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

304.5 Foundation walls. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.8 Decorative features. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

304.9 Overhang extensions. All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.10 Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.11 Chimneys and towers. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.12 Handrails and guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing. All glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

304.14 Insect screens. During the period from April 30 to September 30, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

304.15 Doors. All exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways. Every basement hatchway shall be maintained to prevent the entry of rodents, rain and surface drainage water.

304.17 Guards for basement windows. Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

304.18 Building security. Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

304.18.1 Doors. Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily operable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.

304.18.3 Basement hatchways. Basement hatchways that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

304.19 Gates. All exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

SECTION 305
INTERIOR STRUCTURE

305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound.

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305.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Structural members are incapable of supporting nominal loads and load effects;
5. Stairs, landings, balconies and all similar walking surfaces, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:
1. When substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted when approved by the code official.

305.2 Structural members. All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

305.5 Handrails and guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

SECTION 306
COMPONENT SERVICEABILITY

306.1 General. The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

306.1.1 Unsafe conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:
   1.1. Collapse of footing or foundation system;
   1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion;
   1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;
   1.4. Inadequate soil as determined by a geotechnical investigation;
   1.5. Where the allowable bearing capacity of the soil is in doubt; or
   1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
2. Concrete that has been subjected to any of the following conditions:
   2.1. Deterioration;
   2.2. Ultimate deformation;
   2.3. Fractures;
   2.4. Fissures;
   2.5. Spalling;
   2.6. Exposed reinforcement; or
   2.7. Detached, dislodged or failing connections.
3. Aluminun that has been subjected to any of the following conditions:
   3.1. Deterioration;
   3.2. Corrosion;
   3.3. Elastic deformation;
   3.4. Ultimate deformation;
   3.5. Stress or strain cracks;
   3.6. Joint fatigue; or
   3.7. Detached, dislodged or failing connections.
4. Masonry that has been subjected to any of the following conditions:
   4.1. Deterioration;
   4.2. Ultimate deformation;
   4.3. Fractures in masonry or mortar joints;
   4.4. Fissures in masonry or mortar joints;
   4.5. Spalling;
   4.6. Exposed reinforcement; or
   4.7. Detached, dislodged or failing connections.

5. Steel that has been subjected to any of the following conditions:
   5.1. Deterioration;
   5.2. Elastic deformation;
   5.3. Ultimate deformation;
   5.4. Metal fatigue; or
   5.5. Detached, dislodged or failing connections.

6. Wood that has been subjected to any of the following conditions:
   6.1. Ultimate deformation;
   6.2. Deterioration;
   6.3. Damage from insects, rodents and other vermin;
   6.4. Fire damage beyond charring;
   6.5. Significant splits and checks;
   6.6. Horizontal shear cracks;
   6.7. Vertical shear cracks;
   6.8. Inadequate support;
   6.9. Detached, dislodged or failing connections; or
   6.10. Excessive cutting and notching.

Exceptions:
1. When substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted when approved by the code official.

SECTION 307
HANDRAILS AND GUARDRAILS

307.1 General. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have guards. Handrails shall not be less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 30 inches (762 mm) in height above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: Guards shall not be required where exempted by the adopted building code.

SECTION 308
RUBBISH AND GARBAGE

308.1 Accumulation of rubbish or garbage. All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

308.2 Disposal of rubbish. Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

308.2.1 Rubbish storage facilities. The owner of every occupied premises shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.

308.2.2 Refrigerators. Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises without first removing the doors.

308.3 Disposal of garbage. Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.

308.3.1 Garbage facilities. The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; an approved incinerator unit in the structure available to the occupants in each dwelling unit; or an approved leakproof, covered, outside garbage container.

308.3.2 Containers. The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, approved leakproof containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal.

SECTION 309
PEST ELIMINATION

309.1 Infestation. All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfection.

309.2 Owner. The owner of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

309.3 Single occupant. The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for pest elimination on the premises.

309.4 Multiple occupancy. The owner of a structure containing two or more dwelling units, a multiple occupancy, a
GENERAL REQUIREMENTS

A rooming house or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant and owner shall be responsible for pest elimination.

309.5 Occupant. The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

Exception: Where the infestations are caused by defects in the structure, the owner shall be responsible for pest elimination.
CHAPTER 4
LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

SECTION 401
GENERAL

401.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure.

401.2 Responsibility. The owner of the structure shall provide and maintain light, ventilation and space conditions in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy, any premises that do not comply with the requirements of this chapter.

401.3 Alternative devices. In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the International Building Code shall be permitted.

SECTION 402
LIGHT

402.1 Habitable spaces. Every habitable space shall have at least one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but a minimum of 25 square feet (2.33 m²). The exterior glazing area shall be based on the total floor area being served.

402.2 Common halls and stairways. Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.

402.3 Other spaces. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

SECTION 403
VENTILATION

403.1 Habitable spaces. Every habitable space shall have at least one operable window. The total operable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but a minimum of 25 square feet (2.33 m²). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

403.2 Bathrooms and toilet rooms. Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.

403.3 Cooking facilities. Unless approved through the certificate of occupancy, cooking shall not be permitted in any rooming unit or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the rooming unit or dormitory unit.

Exceptions:

1. Where specifically approved in writing by the code official.

2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

403.4 Process ventilation. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust ventilation system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

403.5 Clothes dryer exhaust. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer’s instructions.

Exception: Listed and labeled condensing (dustless) clothes dryers.

SECTION 404
OCCUPANCY LIMITATIONS

404.1 Privacy. Dwelling units, hotel units, housekeeping units, rooming units and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

404.2 Minimum room widths. A habitable room, other than a kitchen, shall be a minimum of 7 feet (2134 mm) in any
plan dimension. Kitchens shall have a minimum clear passageway of 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

404.3 Minimum ceiling heights. Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced a minimum of 4 feet (1219 mm) on center and projecting a maximum of 6 inches (152 mm) below the required ceiling height.

2. Basement rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.

3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over a minimum of one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

404.4 Bedroom and living room requirements. Every bedroom and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room area. Every living room shall contain at least 120 square feet (11.2 m²) and every bedroom shall contain a minimum of 70 square feet (6.5 m²) and every bedroom occupied by more than one person shall contain a minimum of 50 square feet (4.6 m²) of floor area for each occupant thereof.

404.4.2 Access from bedrooms. Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.

Exception: Units that contain fewer than two bedrooms.

404.4.3 Water closet accessibility. Every bedroom shall have access to at least one water closet and one lavatory without passing through another bedroom. Every bedroom in a dwelling unit shall have access to at least one water closet and lavatory located in the same story as the bedroom or an adjacent story.

404.4.4 Prohibited occupancy. Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

404.4.5 Other requirements. Bedrooms shall comply with the applicable provisions of this code including, but not limited to, the light, ventilation, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

404.5 Overcrowding. Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

| TABLE 404.5 |
| MINIMUM AREA REQUIREMENTS |
| SPACE | 1-2 occupants | 3-5 occupants | 6 or more occupants |
| Living room** | 120 | 120 | 150 |
| Dining room** | No | 80 | 100 |
| Bedrooms | Shall comply with Section 404.4.1 |

For SI: 1 square foot = 0.093 m².

a. See Section 404.5.2 for combined living room/dining room spaces.
b. See Section 404.5.1 for limitations on determining the minimum occupancy area for sleeping purposes.

404.5.1 Sleeping area. The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. All sleeping areas shall comply with Section 404.4.

404.5.2 Combined spaces. Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

404.6 Efficiency unit. Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than one occupant shall have a minimum clear floor area of 120 square feet (11.2 m²). A unit occupied by not more than two occupants shall have a minimum clear floor area of 220 square feet (20.4 m²). A unit occupied by three occupants shall have a minimum clear floor area of 320 square feet (29.7 m²). These required areas shall be exclusive of the areas required by Items 2 and 3.

2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a minimum clear working space of 30 inches (762 mm) in front. Light and ventilation conforming to this code shall be provided.

3. The unit shall be provided with a separate bathroom containing a water closet, lavatory and bathtub or shower.

4. The maximum number of occupants shall be three.

404.7 Food preparation. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.
CHAPTER 5
PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

SECTION 501
GENERAL

501.1 Scope. The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

501.2 Responsibility. The owner of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any structure or premise which does not comply with the requirements of this chapter.

SECTION 502
REQUIRED FACILITIES

[P] 502.1 Dwelling units. Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

[P] 502.2 Rooming houses. At least one water closet, lavatory and bathtub or shower shall be supplied for each four rooming units.

[P] 502.3 Hotels. Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each ten occupants.

[P] 502.4 Employees’ facilities. A minimum of one water closet, one lavatory and one drinking facility shall be available to employees.

[P] 502.4.1 Drinking facilities. Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser.

Drinking facilities shall not be located in toilet rooms or bathrooms.

[P] 502.5 Public toilet facilities. Public toilet facilities shall be maintained in a safe sanitary and working condition in accordance with the International Plumbing Code. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during occupancy of the premises.

SECTION 503
TOILET ROOMS

[P] 503.1 Privacy. Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared bathrooms and toilet rooms in a multiple dwelling.

[P] 503.2 Location. Toilet rooms and bathrooms serving hotel units, rooming units or dormitory units or housekeeping units, shall have access by traversing a maximum of one flight of stairs and shall have access from a common hall or passageway.

[P] 503.3 Location of employee toilet facilities. Toilet facilities shall have access from within the employees’ working area. The required toilet facilities shall be located a maximum of one story above or below the employees’ working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees’ regular working area to the facilities.

[P] 503.4 Floor surface. In other than dwelling units, every toilet room floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

SECTION 504
PLUMBING SYSTEMS AND FIXTURES

[P] 504.1 General. All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

[P] 504.2 Fixture clearances. Plumbing fixtures shall have adequate clearances for usage and cleaning.

[P] 504.3 Plumbing system hazards. Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, inadequate venting, cross connection, backflow prevention, improper installation, deterioration or damage or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

SECTION 505
WATER SYSTEM

505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied
PLUMBING FACILITIES AND Fixture REQUIREMENTS

with hot or tempered and cold running water in accordance with the International Plumbing Code.

[P] 505.2 Contamination. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, junior sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

505.3 Supply. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

505.4 Water heating facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a minimum temperature of 110°F (43°C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

SECTION 506
SANITARY DRAINAGE SYSTEM

[P] 506.1 General. All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.

[P] 506.2 Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

[P] 506.3 Grease interceptors. Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. All records of maintenance, cleaning and repairs shall be available for inspection by the code official.

SECTION 507
STORM DRAINAGE

[P] 507.1 General. Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.
CHAPTER 6
MECHANICAL AND ELECTRICAL REQUIREMENTS

SECTION 601
GENERAL

601.1 Scope. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility. The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises which does not comply with the requirements of this chapter.

SECTION 602
HEATING FACILITIES

602.1 Facilities required. Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in Appendix D of the International Plumbing Code. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating.

Exception: In areas where the average monthly temperature is above 60°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupant thereof shall supply heat during the period from October 1 to May 1 to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code.

2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupable work spaces. Indoor occupable work spaces shall be supplied with heat during the period from October 1 to May 1 to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.

2. Areas in which persons are primarily engaged in vigorous physical activities.

602.5 Room temperature measurement. The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 603
MECHANICAL EQUIPMENT

603.1 Mechanical appliances. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products. All fuel-burning equipment and appliances shall be connected to an approved chimney or vent.

Exception: Fuel-burning equipment and appliances which are labeled for unvented operation.

603.3 Clearances. All required clearances to combustible materials shall be maintained.

603.4 Safety controls. All safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air. A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

603.6 Energy conservation devices. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless labeled for such purpose and the installation is specifically approved.

SECTION 604
ELECTRICAL FACILITIES

604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.
604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

604.3 Electrical system hazards. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

604.3.1 Abatement of electrical hazards associated with water exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

604.3.1.1 Electrical equipment. Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the International Building Code.

Exception: The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or approved manufacturer’s representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated a maximum of 600 volts or less;
2. Busway, rated a maximum of 600 volts;
3. Panelboards, rated a maximum of 600 volts;
4. Switchboards, rated a maximum of 600 volts;
5. Fire pump controllers, rated a maximum of 600 volts;
6. Manual and magnetic motor controllers;
7. Motor control centers;
8. Alternating current high-voltage circuit breakers;
9. Low-voltage power circuit breakers;
10. Protective relays, meters and current transformers;
11. Low- and medium-voltage switchgear;
12. Liquid-filled transformers;
13. Cast-resin transformers;
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water;
15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water;
16. Luminaires that are listed as submersible;
17. Motors;
18. Electronic control, signaling and communication equipment.

604.3.2 Abatement of electrical hazards associated with fire exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

604.3.2.1 Electrical equipment. Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits, that have been exposed to fire, shall be replaced in accordance with the provisions of the International Building Code.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or approved manufacturer’s representative indicates that the equipment has not sustained damage that requires replacement.

SECTION 605
ELECTRICAL EQUIPMENT

605.1 Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

605.2 Receptacles. Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain at least one receptacle. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

605.3 Luminaires. Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain at least one electric luminaire. Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.

605.4 Wiring. Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

SECTION 606
ELEVATORS, ESCALATORS AND DUMBWAITERS

606.1 General. Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the elevator or attached to the elevator or dumbwaiter, be available for public inspection in the office of the
building operator or be posted in a publicly conspicuous location approved by the code official. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

606.2 Elevators. In buildings equipped with passenger elevators, at least one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

SECTION 607
DUCT SYSTEMS

607.1 General. Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.
CHAPTER 7

FIRE SAFETY REQUIREMENTS

SECTION 701
GENERAL

701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided.

701.2 Responsibility. The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

SECTION 702
MEANS OF EGRESS

[F] 702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the International Fire Code.

[F] 702.2 Aisles. The required width of aisles in accordance with the International Fire Code shall be unobstructed.

[F] 702.3 Locked doors. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the International Building Code.

[F] 702.4 Emergency escape openings. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room with the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

SECTION 703
FIRE-RESISTANCE RATINGS

[F] 703.1 Fire-resistance-rated assemblies. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

[F] 703.2 Opening protectives. Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operative condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

SECTION 704
FIRE PROTECTION SYSTEMS

[F] 704.1 General. All systems, devices and equipment to detect a fire, activate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the International Fire Code.

[F] 704.1.1 Automatic sprinkler systems. Inspection, testing and maintenance of automatic sprinkler systems shall be in accordance with NFPA 25.

[F] 704.2 Smoke alarms. Single- or multiple-station smoke alarms shall be installed and maintained in Group R or I-1 occupancies, regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.

2. In each room used for sleeping purposes.

3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and unfinished attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

[F] 704.3 Power source. In Group R or I-1 occupancies, single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exception: Smoke alarms are permitted to be solely battery operated in buildings where no construction is taking place, buildings that are not served from a commercial power source and in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for building wiring without the removal of interior finishes.

[F] 704.4 Interconnection. Where more than one smoke alarm is required to be installed within an individual dwelling unit in Group R or I-1 occupancies, the smoke alarms shall be interconnected in such a manner that the activation of one
FIRE SAFETY REQUIREMENTS

alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Exceptions:

1. Interconnection is not required in buildings which are not undergoing alterations, repairs or construction of any kind.

2. Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for interconnection without the removal of interior finishes.
CHAPTER 8
REFERENCED STANDARDS

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.7.

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<td>National Electrical Code</td>
<td>102.4, 201.3, 604.2</td>
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INDEX

A

ACCESS
Emergency egress .......................... 702
From bedrooms ............................ 404.4.2
Plumbing fixtures, access for cleaning .... 504.2
To public way .................................. 702.1
Toilet room as passageway ................. 503.1
Water closet ................................. 404.4.3

ADJACENT
Privacy (hotel units, rooming units) ......... 404.1

ADMINISTRATION
Scope ........................................... 101.2

AGENT (See also OPERATOR, OWNER)
Definition ..................................... 202

AIR
Combustion air .................................. 603.5

AISLES
Minimum width ............................... 702.2

ALTERATION
Applicability of other codes ............... 102.3
Inspection ..................................... 104.2
Prosecution .................................. 106.3
Unlawful acts .................................. 106.1

ANCHOR
Anchored, definition ......................... 202
Architectural trim ......................... 304.8
Signs, marques and awnings .............. 304.9
Unsafe conditions ......................... 304.11

APPEAL
Application ................................... 111.1
Board decision ................................ 111.6
Board of appeals ............................. 111.2
Court review .................................. 111.7
Disqualification ............................. 111.23
Financial Interest ........................ 111.23
Hearing, emergency orders ................. 109.6
Membership .................................. 111.2
Notice of appeal ................................. 111.1
Postponed hearing ........................... 111.5
Records ....................................... 104.6
Right to appeal ............................... 111.1
Vote ........................................ 111.6

APPLIANCE
Cooking ....................................... 403.3, 602.2
Mechanical ................................... 603.1

APPLICABILITY
Application of references .................. 102.9

B

BALCONY
Handrails and guardrails .................. 304.12

BASEMENT
Definition ...................................... 202
Hatchways ................................... 304.16
Windows ...................................... 304.17

BATHROOM
Common bathrooms ......................... 502.3, 503.1
Hotels ........................................ 502.3
Lighting ....................................... 605.3
Locks ........................................ 503.1
Outlets required .......................... 605.2
Privacy ....................................... 503.1
Ventilation .................................. 403.2

BATHTUB
Dwelling units ................................ 502.1
Rooming houses ............................. 602.2
Sewage system ............................... 506.1
Water-heating facilities ................ 505.4
Water system ................................ 505.1
INDEX

BOARDING
Boarding standard ........................................Appendix A
BOILER
Unsafe equipment ........................................ 108.1.2

CAPACITY
Heating facilities ................................. 602.2, 602.3, 602.4

CAR (See AUTOMOBILE)

CEILING
Basement rooms .................................. 404.3
Fire-resistance ratings .................. 703.1
Interior surfaces .................................. 305.3
Minimum height .................................. 404.3
Sleeping rooms .................................. 404.3

CHANGE, MODIFY
Application of other codes .................. 102.3

CHIMNEY
Exterior structure ................................... 304.11
Flue .................................................. 603.2, 603.3

CLEANING
Access for cleaning ................................ 504.2
Disposal of garbage .................. 308.3
Disposal of rubbish .................. 308.2
Interior and exterior sanitation .......... 308.1
Interior surfaces .................................. 306.3
Plumbing facilities, maintained .... 504.1
Required plumbing facilities .... 502
Responsibility of persons ................. 305.1
Trash containers .................................. 308.3.2
Vacant structures and land .......... 301.3

CLEARANCE
Heating facilities .................................. 603.3
Plumbing fixtures ................................ 504.2

CLOSING
Streets .......................................... 108.3
Vacant structures .................................. 108.2

CLOTHES DRYER
Exhaust ........................................... 403.5

CODE OFFICIAL
Condemnation .................................... 108.1
Demolition ....................................... 110
Duties ........................................... 104
Emergency order ............................... 109
Enforcement authority ................. 104.1
Failure to comply with demolition order .. 110.3
Identification .................................. 104.3
Inspections ..................................... 104.2
Liability, relief of personal .......... 103.4
Membership of board of appeals .... 111.2
Notice of violation .......................... 104.5, 107

Notices and orders ......................... 107
Official records ............................ 104.6
Personal liability ......................... 103.4
Placarding .................................... 108.4
Prosecution ................................ 106.3
Removal of placard ...................... 108.4.1
Right of entry ................................ 104.3
Transfer of ownership ................. 107.6
Vacant structures ......................... 108.2
Voting of appeals board ........ 111.2, 111.6

COMBUSTION
Combustion air .................................. 603.5

COMPONENT SERVICEABILITY
Unsafe conditions .......................... 306.1.1

CONDEMNATION
Closing of vacant structures .......... 108.2
Failure to comply ......................... 110.3
General ....................................... 108.1
Notices and orders ................. 108.2, 108.3
Placarding .................................. 108.4
Removal of placard ................. 108.4.1

CONFLICT
Conflict of interest .................... 111.2.3
Violations ................................... 106.1

CONNECTION
Sewage system ................................ 506.1
Water heating .................................. 505.4
Water system .................................. 505.1

CONSTRUCTION
Existing structures ..................... 101.2

CONTAINER
Garbage ........................................ 308.3.2
Rubbish storage ...................... 308.2.1

CONTINUOUS
Unobstructed egress ................. 702.1

CONTROL
Rodent control .......................... 302.5, 304.5
Safety controls ...................... 603.4
Weed .......................................... 302.4

COOLING
Cooling towers ................................ 304.11

CORRIDOR
Accumulation of rubbish ............ 308.1
Light ........................................... 402.2
Lighting fixtures .................. 605.3
Obstructions ............................. 702.1, 702.2
Ratings maintained ................. 703

DAMP, DAMPNESS
Roofs .......................................... 304.7

2012 INTERNATIONAL PROPERTY MAINTENANCE CODE®
INDEX

Window, door frames ........................................ 304.13
DANGEROUS, HAZARDOUS
Condemnation ................................................. 108.1
Demolition .................................................... 110
Electrical hazards .......................................... 604.3, 604.3.1
Existing remedies ........................................... 102.4
Imminent danger ............................................. 202
Unsafe equipment ........................................... 108.1.2
Unsafe structures or premises ............................ 108.1.5
DECKS
Handrails and guardrails .................................... 304.12
Maintenance .................................................. 304.2, 304.10
DEMOLITION
Existing remedies ........................................... 102.4
Failure to comply .......................................... 110.3
General ....................................................... 110
Order .......................................................... 110.2
Salvage materials .......................................... 110.4
DETECTORS
Smoke .......................................................... 704
DETERIORATION
Components of systems ................................... 306.1.1
Definition .................................................... 202
Exterior structure ......................................... 304.1.1
Exterior walls ............................................... 304.6
DIRECT
Egress .......................................................... 702.1
DISPOSAL
Disposal of garbage ....................................... 308.3
Disposal of rubbish ....................................... 308.2
DOOR
Exit doors .................................................... 702.3
Fire ............................................................. 703.2
Hardware .................................................... 304.15
Insect screens .............................................. 304.14
Interior surfaces ......................................... 305.3
Locks .......................................................... 304.15, 702.3
Maintenance ................................................. 304.13, 304.15
Weather tight ............................................... 304.13
Window and door frames ................................ 304.13
DORMITORY (ROOMING HOUSE, HOTEL, MOTEL)
Locked doors ............................................... 702.3
Privacy ....................................................... 503.1, 503.2
DRAIN, DRAINAGE
Basement hatchways ...................................... 304.16
Plumbing connections ................................... 506
Storm drainage ............................................. 507
DUCT
Exhaust duct ............................................... 304.9
Duct systems ............................................... 607
DUST
Process ventilation ....................................... 403.4
DWELLING
Cleanliness .................................................. 305.1, 308.1
Definition .................................................... 202
Electrical ..................................................... 604.1
Heating facilities ......................................... 602
Required facilities ....................................... 502
EGRESS
Aisles .......................................................... 702.2
Emergency escape ......................................... 702.4
General ....................................................... 702.1
Lighting ....................................................... 402.2
Locked doors ................................................ 702.3
Obstructions prohibited .................................. 702.1
Stairs, porches and railings ............................. 304.10, 305.4, 305.5, 307.1
ELECTRIC, ELECTRICAL EQUIPMENT
Abatement of hazards, fire exposure ................... 604.3.2
Abatement of hazards, water exposure ............... 604.3.1
Condemnation .............................................. 108.1
Electrical equipment ...................................... 604.3.1.1
Facilities required ....................................... 604.1
Hazards ....................................................... 604.3
Installation ................................................ 605.1
Lighting fixtures ......................................... 605.3
Receptacles ................................................. 504.3, 605.2
Responsibility ............................................. 601.2
Service ....................................................... 604.2
ELEVATOR, ESCALATORS, DUMBWAITERS
Condemnation .............................................. 108.1
General ....................................................... 606.1
Maintenance ............................................... 606.1, 606.2
EMERGENCY
Emergency escape openings ............................ 702.4
Emergency measures ..................................... 109
Emergency orders ........................................ 109.1
ENFORCEMENT
Duties and powers ........................................ 104
Scope ......................................................... 101.2
EQUIPMENT
Alternative .................................................. 105.2
Combustion air ............................................. 603.5
Condemnation .............................................. 108.1.2, 108.3
Electrical Installation ................................... 605.1
Emergency order ......................................... 109.1
Energy conservation devices ......................... 603.6
Installation ................................................. 603.1

2012 INTERNATIONAL PROPERTY MAINTENANCE CODE®
HAZARDOUS (See DANGEROUS, HAZARDOUS)
HEAT, HEATING
Energy conservation devices .................................. .603.6
Fireplaces .................................................................. .603.1
Heating ..................................................................... .603.1
Mechanical equipment .............................................. .603.1
Required capabilities ................................................. 602
Residential heating ................................................... 602.2, 602.3
Supply ...................................................................... .602.3
Water heating facilities .............................................. .505.4
Water system ............................................................. 505
HEIGHT
Minimum ceiling height ............................................. .404.3
HOT (See HEAT, HEATING)
HOTELS, ROOMING HOUSES AND DORMITORY
UNITS, MOTELS
Definition .................................................................... 202
Locked doors ............................................................. .702.3
Required facilities ..................................................... 502
Toilet rooms ............................................................. 503
HOUSEKEEPING UNIT
Definition .................................................................... 202
IDENTIFICATION
Code official ............................................................... .104.4
INFESTATION
Condemnation ........................................................... 106.1.3
Definition .................................................................. 102
Insect and rodent ....................................................... 302.5, 304.14, 309.1
INSECTS
Infestation ................................................................. .309.1
Insect screens ............................................................ .304.14
Pest elimination ........................................................ 309
INSPECTIONS
General ..................................................................... 104.2
Right of entry ............................................................ 104.3
INSPECTOR
Identification ............................................................. .104.4
Inspections ................................................................. .104.2
Records ..................................................................... 104.6
INTENT
Code ......................................................................... 101.3
INTERIOR
Interior structure ....................................................... 305
Interior surfaces ....................................................... 305.3
Means of egress ......................................................... 702
Sanitation ................................................................... 305.1
Unsafe conditions ..................................................... 305.1.1
J
JURISDICTION
Title ......................................................................... 101.1
K
KITCHEN
Electrical outlets required ........................................... 605.2
Minimum width .......................................................... 404.2
Prohibited use ...........................................................' 404.4.4
Room lighting ............................................................ 605.3
Water heating facilities .............................................. 505.4
LANDING
Handrails and guards ................................................ 304.12,
Maintenance ............................................................ 305.5, 306.1
LAUNDRY
Room lighting ............................................................. 605.3
Water-heating facilities .............................................. 505.4
LAVATORY
Hotels ........................................................................ 502.3
Required facilities ..................................................... 502
Rooming houses ....................................................... 502.2
Sanitary drainage system .......................................... 506
Water-heating facilities .............................................. 505.4
Water system ............................................................. 505
LEASE (SELL, RENT)
Heat supplied ........................................................... 602.3
Salvage materials ...................................................... 110.4
Transfer of ownership .............................................. 107.6
LIEN
Closing of vacant structures ...................................... 106.2
Demolition ................................................................. 110.3
Failure to comply ..................................................... 110.3
LIGHT, LIGHTING
Common halls and stairways ..................................... 402.2, 605.3
General ..................................................................... 402
Habitable rooms ....................................................... 402.1
Kitchen ..................................................................... 605.3
Laundry rooms ........................................................ 605.3
Luminaires ............................................................... 605.3
Other spaces ........................................................... 402.3
Responsibility ........................................................... 401.2
Scope ...................................................................... 101.2
Toilet rooms ............................................................ 605.3
LIVING ROOM
Room area ............................................................... 404.4.1

2012 INTERNATIONAL PROPERTY MAINTENANCE CODE®
INDEX

LOAD, LOADING
Elevators, escalators and dumbwaiters .................. 606.1
Handrails and guardrails .................................. 304.12, 305.5
Live load .................................................. 304.4, 305.2
Stairs and porches ........................................ 304.10, 305.2
Structural members ........................................ 304.4, 305.2

M

MAINTENANCE
Required .................................................. 102.2

MATERIAL
Alternative ............................................... 105.2
Salvage ..................................................... 110.4
Used ....................................................... 105.4

MEANS OF EGRESS (See EGRESS)

MECHANICAL
Installation ................................................ 603.1
Responsibility ........................................... 601.2
Scope ....................................................... 601.1
Ventilation, general ...................................... 403
Ventilation, toilet rooms ................................. 403.2

MINIMUM
Ceiling height ............................................. 404.3
Room area .................................................. 404.4.1
Room width ................................................ 404.2

MODIFICATION
Approval ................................................... 105.1

Motel (See HOTELS)

MOTOR VEHICLES
Inoperative ................................................ 302.8
Painting ..................................................... 302.8

N

NATURAL
Lighting .................................................... 401.3, 402
Ventilation ................................................. 401.3, 403

NOTICES AND ORDERS
Appeal ....................................................... 111.1
Form ......................................................... 107.2
Method of service ........................................ 107.3
Orders ....................................................... 107
Owner, responsible person ................................ 107.1
Penalties .................................................... 107.5
Placarding of structure .................................. 109.4
Transfer of ownership ................................... 107.6
Unauthorized tampering .................................. 107.4
Vacating structure ....................................... 108.2

NOXIOUS
Process ventilation ....................................... 403.4
Weeds ....................................................... 302.4

NUISANCE
Closing of vacant structures ............................. 108.2

O

OBSTRUCTION
Light ......................................................... 402.1
Right of entry ............................................. 104.3

OCCUPANCY (See USE)

OPENABLE
Locked doors .............................................. 702.3
Windows .................................................... 304.13.2, 403.1

OPERATOR
Definition .................................................. 202

ORDER (See NOTICE)
Applicability .............................................. 102
Application for appeal .................................... 111.1

OUTLET
Electrical .................................................. 605.2

OWNER
Closing of vacant structures ............................. 108.2
Definition .................................................. 202
Demolition .................................................. 110
Failure to comply ......................................... 110.3
Insect and rat control .................................... 302.5, 309.2, 309.4
Notice ....................................................... 107.1, 108.3
Pest elimination .......................................... 309.2
Placarding of structure .................................. 108.4
Responsibility ............................................. 301.2
Responsibility, fire safety ............................... 701.2
Responsibility, light, ventilation ....................... 401.2
Responsibility, mechanical and electrical ............. 601.2
Responsibility, plumbing facilities .................... 501.2
Flight of entry ............................................. 104.3
Rubbish storage .......................................... 308.2.1
Scope ....................................................... 101.2
Transfer of ownership .................................... 107.6

P

PASSENGER
Common hall and stairway ................................ 402.2
Interior surfaces ......................................... 305.3
Toilet rooms, direct access ............................... 503.1

PENALTY
Notices and orders ........................................ 107.5
Placarding of structure .................................. 108.4
Prohibited occupancy ..................................... 108.5
Removal of placard ....................................... 108.4.1
Scope ....................................................... 101.2
Violations .................................................. 106.4

2012 INTERNATIONAL PROPERTY MAINTENANCE CODE®
PEST ELIMINATION
Condemnation ........................................... 108.1
Definition ........................................... 202
Insect and rodent control 302.5, 304.5, 304.14, 309.1
Pest elimination .................................. 309.1
Responsibility of owner ......................... 301.2, 309.2
Responsibility of tenant-occupant 309.3, 309.4, 309.5

PLACARD, POST
Closing ......................................................... 108.2
Condemnation ........................................... 108.1
Demolition .................................................... 110
Emergency, notice ..................................... 109.1
Notice to owner .......................................... 107.1, 108.3
Placarding of structure ................................ 108.4
Prohibited use ........................................... 108.5
Removal ....................................................... 108.4.1

PLUMBING
Clean and sanitary ...................................... 504.1
Clearance .................................................... 504.2
Connections ................................................ 505.1
Contamination ........................................... 505.2
Employee's facilities ................................ 503.3
Fixtures ......................................................... 504.1
Required facilities .................................... 502
Responsibility ............................................. 501.2
Sanitary drainage system .......................... 506
Scope ....................................................... 501.1
Storm drainage .......................................... 507
Supply ......................................................... 505.3
Water heating facilities .............................. 505.4

PORCH
Handrails .................................................... 304.12
Structurally sound ..................................... 304.10

PORTABLE (TEMPORARY)
Cooking equipment ..................................... 603.1

PRESSURE
Water supply ............................................. 505.3

PRIVATE, PRIVACY
Bathtub or shower ...................................... 503.1
Occupancy limitations ................................ 404.1
Required plumbing facilities ..................... 502
Sewage system .......................................... 506.1
Water closet and lavatory ........................... 503.1
Water system .............................................. 505.1

PROPERTY, PREMISES
Cleanliness ............................................... 304.1, 308.1
Condemnation ........................................... 108
Definition .................................................... 202
Demolition .................................................... 110
Emergency measures ................................ 109
Exterior areas ............................................ 302

FAILURE TO COMPLY ........................................ 110.3
Grading and drainage .................................. 302.2
Pest elimination, multiple occupancy ............ 302.5, 309.4
Pest elimination, single occupancy ............... 302.5, 309.3
Responsibility ............................................. 301.2
Scope ......................................................... 301.1
Storm drainage .......................................... 507
Vacant structures and land ......................... 301.3

PROTECTION
Basement windows .................................... 304.17
Fire protection systems ............................. 704
Signs, marquees and awnings ..................... 304.9

PUBLIC
Cleanliness ............................................... 304.1, 305.1
Egress ......................................................... 702.1
Hallway ....................................................... 502.3
Sewage system .......................................... 506.1
Toilet facilities ........................................ 502.5, 503
Vacant structures and land ......................... 301.8
Water system .............................................. 505

PUBLIC WAY
Definition ................................................... 202

R
RAIN (PREVENTION OF ENTRY INTO BUILDING EXTERIOR ENVELOPE)
Basement hatchways ................................ 304.16
Exterior walls ........................................... 304.6
Grading and drainage ................................ 302.2
Roofs ......................................................... 304.7
Window and door frames ............................ 304.13

RECORD
Official records .......................................... 104.6

REPAIR
Application of other codes .......................... 102.3
Chimneys .................................................... 304.11
Demolition ............................................... 110.1
Exterior surfaces ....................................... 304.1
Intent ......................................................... 101.3
Maintenance .............................................. 102.2
Signs, marquees and awnings ..................... 304.9
Stairs and porches ..................................... 304.10
Weather tight ............................................. 304.13
Workmanship .............................................. 102.5

REPORTS
Test reports ............................................... 105.3.2

RESIDENTIAL
Pest elimination ......................................... 309
Residential heating ..................................... 602.2.2
Scope ......................................................... 101.2

INDEX
SIGN
Signs, marquees and awnings ........................................ 304.9
Unauthorized tampering ........................................... 107.4
SINGLE-FAMILY DWELLING
Extermination .......................................................... 309
SINK
Kitchen sink ............................................................ 502.1
Sewage system ......................................................... 506
Water supply .......................................................... 505.3
SIZE
Efficiency unit ......................................................... 404.6
Habitable room, light ................................................ 402
Habitable room, ventilation .......................................... 403
Room area ............................................................. 404.1
SMOKE
Alarms ................................................................. 704.2
Interconnection ....................................................... 704.4
Power source ......................................................... 704.3
SPACE
General, light .......................................................... 402
General, ventilation ................................................... 403
Occupancy limitations ............................................... 404
Privacy ................................................................. 404.1
Scope .................................................................. 401.1
STACK
Smoke ................................................................. 304.11
STAIRS
Common halls and stairways, light ................................ 402.2
Exit facilities .......................................................... 305.4
Exterior property areas ............................................. 302.3
Handrails ............................................................... 304.12, 305.5
Lighting ................................................................. 605.3
Stairs and porches .................................................... 304.10
STANDARD
Referenced ............................................................. 102.7
STOP WORK ORDER
Authority ............................................................... 112.1
Emergencies ........................................................... 112.3
Failure to comply ..................................................... 112.4
Issuance ............................................................... 112.2
STORAGE
Food preparation ...................................................... 404.7
Garbage storage facilities ......................................... 308.3
Rubbish storage facilities ......................................... 308.2.1
Sanitation ................................................................ 308.1
STRUCTURE
Accessory structures .................................................. 302.7
Closing of vacant structures ....................................... 108.2
Definition .................................................................. 202
Emergency measures ............................................... 109
General, condemnation ........................................... 110
General, exterior ...................................................... 304.1
General, interior structure ......................................... 305.1
Placarding of structure .............................................. 108.4
Scope .................................................................. 301.1
Structural members .................................................. 304.4, 305.2
Vacant structures and land ........................................ 301.3
SUPPLY
Combustion air .......................................................... 603.5
Public water system .................................................... 505.1
Water-heating facilities ............................................. 505.4
Water supply ........................................................... 505.3
Water system ........................................................... 505
SURFACE
Exterior surfaces ...................................................... 304.2, 304.6
Interior surfaces ........................................................ 305.3
SWIMMING
Enclosure ............................................................... 303.2
Safety covers ........................................................... 303.2
Swimming pools ....................................................... 303.1
TEMPERATURE
Nonresidential structures ........................................... 602.4
Residential buildings ................................................ 602.2
Water-heating facilities ............................................. 505.4
TENANT
Scope .................................................................. 101.2
TEST, TESTING
Agency ................................................................. 105.3.1
Methods ................................................................. 105.3.1
Reports ................................................................. 105.3.2
Required .............................................................. 105.3
TOXIC
Process ventilation .................................................... 403.4
TRASH
Rubbish and garbage ............................................... 308
UNOBSTRUCTED
Access to public way ................................................ 702.1
General, egress ......................................................... 702.1
UNSAFE STRUCTURES AND EQUIPMENT
Abatement methods .................................................. 108.6
Dangerous structure or premises ................................. 108.1.5
Equipment ............................................................. 108.1.2
Existing remedies ..................................................... 102.4
General, condemnation .......................................... 108, 110
General, demolition ................................................ 110
Notices and orders ................................................... 107, 108.3
Record .................................................................. 108.7
<table>
<thead>
<tr>
<th>INDEX</th>
<th>2012 INTERNATIONAL PROPERTY MAINTENANCE CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structures</td>
<td>108.1.1</td>
</tr>
<tr>
<td>USE</td>
<td></td>
</tr>
<tr>
<td>Application of other codes</td>
<td>102.3</td>
</tr>
<tr>
<td>General, demolition</td>
<td>110</td>
</tr>
<tr>
<td>UTILITIES</td>
<td></td>
</tr>
<tr>
<td>Authority to disconnect</td>
<td>108.2.1</td>
</tr>
<tr>
<td>VACANT</td>
<td></td>
</tr>
<tr>
<td>Abatement methods</td>
<td>108.6</td>
</tr>
<tr>
<td>Authority to disconnect service utilities</td>
<td>108.2.1</td>
</tr>
<tr>
<td>Closing of vacant structures</td>
<td>108.2</td>
</tr>
<tr>
<td>Emergency measure</td>
<td>109</td>
</tr>
<tr>
<td>Method of service</td>
<td>107.3, 108.3</td>
</tr>
<tr>
<td>Notice to owner or to person responsible</td>
<td>107, 108.3</td>
</tr>
<tr>
<td>Placarding of structure</td>
<td>108.4</td>
</tr>
<tr>
<td>Record</td>
<td>108.7</td>
</tr>
<tr>
<td>Vacant structures and land</td>
<td>301.3</td>
</tr>
<tr>
<td>VAPOR</td>
<td></td>
</tr>
<tr>
<td>Exhaust vents</td>
<td>302.6</td>
</tr>
<tr>
<td>VEHICLES</td>
<td></td>
</tr>
<tr>
<td>Inoperative</td>
<td>302.8</td>
</tr>
<tr>
<td>Painting</td>
<td>302.8</td>
</tr>
<tr>
<td>VENT</td>
<td></td>
</tr>
<tr>
<td>Plumbing hazard</td>
<td>504.3</td>
</tr>
<tr>
<td>Exhaust vents</td>
<td>302.6</td>
</tr>
<tr>
<td>Flue</td>
<td>603.2</td>
</tr>
<tr>
<td>VENTILATION</td>
<td></td>
</tr>
<tr>
<td>Clothes dryer exhaust</td>
<td>403.5</td>
</tr>
<tr>
<td>Combustion air</td>
<td>603.5</td>
</tr>
<tr>
<td>Definition</td>
<td>202</td>
</tr>
<tr>
<td>General, ventilation</td>
<td>403</td>
</tr>
<tr>
<td>Habitable rooms</td>
<td>403.1</td>
</tr>
<tr>
<td>Process ventilation</td>
<td>403.4</td>
</tr>
<tr>
<td>Recirculation</td>
<td>403.2, 403.4</td>
</tr>
<tr>
<td>Toilet rooms</td>
<td>403.2</td>
</tr>
<tr>
<td>VERMIN</td>
<td></td>
</tr>
<tr>
<td>Condensation</td>
<td>108</td>
</tr>
<tr>
<td>Insect and rodent control</td>
<td>302.5, 309</td>
</tr>
<tr>
<td>VIOLATION</td>
<td></td>
</tr>
<tr>
<td>Condensation</td>
<td>108</td>
</tr>
<tr>
<td>General</td>
<td>106</td>
</tr>
<tr>
<td>Notice</td>
<td>107, 108.3</td>
</tr>
<tr>
<td>Penalty</td>
<td>106.4</td>
</tr>
<tr>
<td>Placarding of structure</td>
<td>108.4</td>
</tr>
<tr>
<td>Prosecution</td>
<td>106.3</td>
</tr>
<tr>
<td>Strict liability offense</td>
<td>106.3, 202</td>
</tr>
<tr>
<td>Transfer of ownership</td>
<td>107.5</td>
</tr>
<tr>
<td>WALK</td>
<td></td>
</tr>
<tr>
<td>Sidewalks</td>
<td>302.3</td>
</tr>
<tr>
<td>WALL</td>
<td></td>
</tr>
<tr>
<td>Accessory structures</td>
<td>302.7</td>
</tr>
<tr>
<td>Exterior surfaces</td>
<td>304.2, 304.6</td>
</tr>
<tr>
<td>Exterior walls</td>
<td>304.6</td>
</tr>
<tr>
<td>Foundation walls</td>
<td>304.5</td>
</tr>
<tr>
<td>General, fire-resistance rating</td>
<td>703.1</td>
</tr>
<tr>
<td>Interior surfaces</td>
<td>305.3</td>
</tr>
<tr>
<td>Outlets required</td>
<td>605.2</td>
</tr>
<tr>
<td>Temperature measurement</td>
<td>602.5</td>
</tr>
<tr>
<td>WASTE</td>
<td></td>
</tr>
<tr>
<td>Disposal of garbage</td>
<td>308.3</td>
</tr>
<tr>
<td>Disposal of rubbish</td>
<td>308.2</td>
</tr>
<tr>
<td>Garbage storage facilities</td>
<td>308.3.1</td>
</tr>
<tr>
<td>WATER</td>
<td></td>
</tr>
<tr>
<td>Basement hatchways</td>
<td>304.16</td>
</tr>
<tr>
<td>Connections</td>
<td>508.1</td>
</tr>
<tr>
<td>Contamination</td>
<td>508.2</td>
</tr>
<tr>
<td>General, sewage</td>
<td>506</td>
</tr>
<tr>
<td>General, storm drainage</td>
<td>507</td>
</tr>
<tr>
<td>General, water system</td>
<td>505</td>
</tr>
<tr>
<td>Heating</td>
<td>505.4</td>
</tr>
<tr>
<td>Hotels</td>
<td>502.3</td>
</tr>
<tr>
<td>Kitchen sink</td>
<td>502.1</td>
</tr>
<tr>
<td>Required facilities</td>
<td>502</td>
</tr>
<tr>
<td>Rooming houses</td>
<td>502.2</td>
</tr>
<tr>
<td>Supply</td>
<td>505.3</td>
</tr>
<tr>
<td>System</td>
<td>505</td>
</tr>
<tr>
<td>Toilet rooms</td>
<td>503</td>
</tr>
<tr>
<td>Water-heating facilities</td>
<td>505.4</td>
</tr>
<tr>
<td>WEATHER, CLIMATE</td>
<td></td>
</tr>
<tr>
<td>Heating facilities</td>
<td>602</td>
</tr>
<tr>
<td>WEEDS</td>
<td></td>
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<tr>
<td>Minimum room width</td>
<td>404.2</td>
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<td>WINDOW</td>
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<td>Emergency escape</td>
<td>702.4</td>
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<tr>
<td>Glazing</td>
<td>304.13.1</td>
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<tr>
<td>Guards for basement windows</td>
<td>304.17</td>
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<tr>
<td>Habitable rooms</td>
<td>402.1</td>
</tr>
<tr>
<td>Insect screens</td>
<td>304.14</td>
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<tr>
<td>Interior surface</td>
<td>305.3</td>
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<tr>
<td>Light</td>
<td>402</td>
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<tr>
<td>Openable windows</td>
<td>304.13.2</td>
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<tr>
<td>Toilet rooms</td>
<td>403.2</td>
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<td>Ventilation</td>
<td>403.2</td>
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</tbody>
</table>
Weather tight ........................................304.13
Window and door frames .............................304.13
WORKMANSHIP
General .............................................102.5
APPENDIX A

Sec. 103.5 Fee Schedule

Failing to comply with a notice from the Building Official and/or their designee of any of the following violations may result in the attached fees or fines being imposed immediately by the designee(s). Each day the violation exists constitutes a separate violation.

Section
112.4 Stop Work Order $500.00 (Continuing to work)
302.1 Sanitation $100.00
302.3 Sidewalks and driveways $100.00
302.4 Weeds $100.00
302.5 Rodent Harborage $100.00
302.8 Motor Vehicles $100.00
302.9 Defacement of Property $100.00
303.2 Swimming Pool Enclosures $100.00
304.3 Premises Identification $100.00
304.14 Insect Sorceans $100.00
308.1 Rubbish or Garbage $100.00
308.2 Disposal of Rubbish (tenant) $100.00
308.2.1 Rubbish storage facilities (owner) $100.00
308.3 Disposal of garbage (occupant) $100.00
308.3.1 Garbage facilities (owner of dwelling) $100.00
308.3.2 Container (operator of establishment) $100.00
309.2 Infestation (owner) $100.00
309.3 Infestation (single occupant) $100.00
309.4 Infestation Multiple occupancy $100.00
309.5 Infestation (occupant maintenance) $100.00
402.2 Light Common halls and stairways (owner) $100.00
403.3 Cooking facilities (rooming units or dorms) $100.00
403.4 Process ventilation (generating fumes) $100.00
504.3 Plumbing system hazards $100.00
505.2 Contamination $100.00
505.4 Water heating facilities $100.00
506.2 Maintenance (Plumbing) $100.00
602.3 Heat supply (dwelling units) $100.00
602.4 Occupiable work spaces (Heat supply) $100.00
603.1 Mechanical appliances $100.00
604.3 Electrical system hazards $100.00
605.4 Wiring (cords) $100.00
701.2 Responsibility (Fire Safety) $100.00
702.3 Locked doors (Fire safety) $100.00
704.1 General (Fire protection systems) $100.00

Additional Fees to be imposed include:

Reinspection Fee $35.00

For continued non-compliance of a Notice of Violation, usually for structural deficiencies such as deteriorated roof shingle, siding, paint peeling, etc., a fee of thirty-five dollars ($35.00) shall be imposed.
for each inspection where the inspector finds little or no progress made towards compliance. Procedure will be that for regular notices, a reinspection and fee shall not be imposed more often than every 30 calendar days. For emergency notices of violation, an inspection and reinspection fee may be imposed weekly or every seven (7) days.

The first inspection generating the notice of violation and the last inspection made noting compliance shall not generate a fee. All fees shall be collected as allowed by law.

Reinspection fees may be waived by the Property Maintenance Division Building Abatement Manager or their designee if:

1. An extension request has been made in writing and a schedule of intent is provided with specific compliance times approved by the Division Manager.
2. Significant progress is made and shown to the inspector on the reinspection date.
3. A hardship has been brought to the attention of the Division Manager and attempts to secure assistance are pursued by the property owner.
Georgia State Amendments to the International Property Maintenance Code
(2012 Edition)

Georgia Department of Community Affairs
Community Development Division
60 Executive Park South, N.E.
Atlanta, Georgia 30329-2231
(404) 679-3118
www.dca.ga.gov

Revised January 1, 2015
GEORGIA STATE MINIMUM
STANDARD PROPERTY MAINTENANCE CODE
(INTernational Property Maintenance Code
With Georgia State Amendments)

by the International Code Council, when used in conjunction with these and any other
Georgia State Amendments to the INTERNATIONAL PROPERTY MAINTENANCE
CODE, 2012 Edition, shall constitute the official Georgia State Minimum Standard Property
Maintenance Code.

GEORGIA STATE AMENDMENTS

CODE REFERENCE:

(a) Replace all references to the ICC Electrical Code with references to the Georgia State

(b) Replace all references to the International Energy Conservation Code (IECC) with references
to the Georgia State Minimum Standard Energy Code (IECC with Georgia State
Supplements and Amendments). The Georgia State Minimum Standard Energy Code shall be
used for heating and air conditioning equipment.

*Revise the International Property Maintenance Code, 2012 Edition, as follows:

CHAPTER 3
GENERAL REQUIREMENTS

SECTION 305
INTERIOR STRUCTURE

*Revise item 6 of Section 305.1.1 'Unsafe conditions' to read as follows:

305.1.1 Unsafe conditions.

6. Foundation systems that are not firmly supported by footings, are not properly anchored or
are not capable of supporting all nominal loads and resisting all load effects.
(Effective January 1, 2015)

CHAPTER 5
PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

SECTION 503
TOILET ROOMS

* Revise Section 503.3 'Location of employee toilet facilities' to add exception to read as
follows:

GA International Property Maintenance Code Amendments 2015
Exceptions:

1. (Left unchanged)

2. The location and maximum travel distances to required employee toilet facilities in factory, storage and industrial occupancies are permitted to exceed that required by this section, provided that the location and maximum travel distance are approved.

(Effective January 1, 2015)

CHAPTER 6
MECHANICAL AND ELECTRICAL REQUIREMENTS

SECTION 606
ELEVATORS, ESCALATORS AND DUMBWAITERS

*Delete Section 606.1 ‘General’ in its entirety and substitute the following:

606.1 General. Elevators, dumbwaiters and escalators shall comply with the Rules and Regulations of the Georgia Office of Safety and Fire Commissioner.

(Effective January 1, 2015)

CHAPTER 7
FIRE SAFETY REQUIREMENTS

SECTION 702
MEANS OF EGRESS

*Add new Section 702.5 ‘Overcrowding and life safety hazards’ to read as follows:

702.5 Overcrowding and life safety hazards. The number of persons occupying a structure or portion thereof, excluding dwelling units that comply with Section 404.5, shall not create conditions that, in the opinion of the code official, endanger the life, health, safety or welfare of the occupants. Calculations for overcrowding conditions shall be based upon the requirements of Sections 404.5 through 404.5.2. A structure shall be considered overcrowded and a life safety hazard under any of the following conditions:

1. A structure, building, individual room or designated portion thereof shall be deemed to be overcrowded and a life safety hazard if the number of occupants exceeds one person per 5 square feet of open net floor area of such room or space when fixed seating is not provided; or;

2. A structure, building, room or designated portion thereof shall be deemed overcrowded and a life safety hazard if the total number of occupants exceeds the exit capacity of the structure, building, room or area involved; or;
3. A structure, building, individual room or designated portion thereof shall be deemed to be overcrowded and a life safety hazard if the minimum number of required exits is not provided for the calculated or expected occupant load; or;

4. A structure, building, individual room or designated portion thereof shall be deemed to be a life safety hazard if the minimum construction requirements for area and height or the occupant location tables as specified in the Safety Fire Commissioner Rules and Regulations are exceeded based upon the number of required exits is not provided for the calculated or expected occupant load.
(Rojective January 1, 2015)

SECTION 704
FIRE PROTECTION SYSTEMS

*Add new Section 704.2.1 ‘Smoke alarms in Group R occupancies’ to read as follows:

704.2.1 Smoke alarms in Group R occupancies. Smoke alarms in buildings containing Group R occupancies built prior to January 1, 2007, shall comply with the minimum statutory requirements of Code Section 25-2-40 of the Official Code of Georgia Annotated (O.C.G.A.) Title 25, Chapter 2.

Exception: Detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height.
(Rojective January 1, 2015)

End of Amendments.
### A. EXECUTIVE SESSION

| Subject | 1. Consultation With The County Attorney Or Other Legal Counsel To Discuss Pending Or Potential Litigation, Settlement, Claims, Administrative Proceedings, Or Other Judicial Action Brought Or To Be Brought By Or Against Macon-Bibb County or Any Officer Or Employee Or In Which The County Or Any Officer Or Employee May Be Directly Involved As Provided in O.C.G.A. 50-14-2(1) |
| Meeting | Feb 24, 2015 - COMMITTEE OF THE WHOLE |
| Category | A. EXECUTIVE SESSION |
| Access | Public |
| Type | Discussion |
Tuesday, February 24, 2015
ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

COMMITTEE MEMBERS
Commissioner Schlesia - Chairman
Commissioner Tillman - Vice Chairman
Commissioner Lucas
Commissioner Defore
Commissioner Watkins
Julie Moore - Staff Contact

1. APPROVAL OF MINUTES

Subject       A. Approval of Minutes From Meeting on January 27, 2015
Meeting       Feb 24, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category      1. APPROVAL OF MINUTES
Access        Public
Type          Minutes

File Attachments
2-10-2015.pdf (11 KB)

2. IMPROVING A COUNTY OWNED LOT

Subject       A. A Resolution Authorizing the Macon Tracks Running Club To Improve A County
Owned Lot At The Intersection of Old Forsyth Road and Rivoli Drive For the
Purpose of Enhancing the Lot’s Use For Parking
Meeting       Feb 24, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category      2. IMPROVING A COUNTY OWNED LOT
Access        Public
Type          Action
SPONSORED BY: COMMISSIONER MALLORY C. JONES, III

Administrative File Attachments
2-24-2015 - Res Tracks Running Club Improve County Owned Lot.pdf (2,938 KB)

3. JOINT DEVELOPMENT AUTHORITY
Subject: A. A Resolution To Affirm The Participation Of Macon-Bibb County In The Central Georgia Joint Development Authority, To Accept the Baldwin County Board of Commissioners' Petition To Join The Central Georgia Joint Development Authority, To Affirm Macon-Bibb County's Member Representatives' Appointment And Tenure To The Central Georgia Joint Development Authority

Meeting: Feb 24, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

Category: 3. JOINT DEVELOPMENT AUTHORITY

Access: Public

Type: Action

SPONSORED BY: MAYOR ROBERT A. B. REICHERT

File Attachments
2-24-2015 - Res.Affirm Participation in Central GA Joint Development.pdf (416 KB)

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4. WOMEN'S HISTORY MONTH

Subject: A. Proclaiming March as Women’s History Month

Meeting: Feb 24, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

Category: 4. WOMEN'S HISTORY MONTH

Access: Public

Type: Action

SPONSORED BY: COMMISSIONER ELAINE LUCAS

File Attachments
2-24-2015 - March as Women's History Month.pdf (168 KB)

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5. BLIGHT UPDATE

Subject: A. Update on Blight

Meeting: Feb 24, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

Category: 5. BLIGHT UPDATE

Access: Public

Type:
ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

MINUTES

February 10, 2015

The Economic and Community Development Committee was called to order by Committee Chairman Schlesinger.

COMMITTEE MEMBERS PRESENT:
Commissioner Larry Schlesinger
Commissioner Elaina Lucas
Commissioner Virgil Watkins
Commissioner Ed DeFore

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Mallory Jones
Commissioner Scotty Shepherd
Commissioner Gary Bechtel
Mayor Pro Tem Bert Bivins
Commissioner Al Tillman
Sheriff David Davis
Dale Walker, County Manager
Charles Coney, Asst. County Manager
Steve Layson, Assistant County Manager
Judd Drake, County Attorney
Crystal Jones, Sr. Assistant County Attorney
Reginald McClendon, Assistant County Attorney
Opie Bowen, Assistant County Attorney
Chris Floore, Asst. to County Manager
Julie Moore, Assistant to the County Manager
Jean Howard, Clerk of the Commission
Janice Ross, Training and Events Coordinator

COMMITTEE MEMBER ABSENT

NEWS MEDIA:
Jim Gaines, The Telegraph
Ron Wildman, WPGA TV 58
Anita Oh, WMAZ TV

VISITORS/GUESTS:

1. Approval of Minutes from meeting on January 27, 2015

ACTION:

On motion of Commissioner Watkins, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger and DeFore voting in the affirmative, the minutes of January 27, 2015 were approved.

2. Appointment / Reappointments To Boards, Commissions and Authorities

ACTION:

On motion of Commissioner Tillman, seconded by Commissioner Lucas and carried with Commissioner Schlesinger, DeFore, Watkins voting in the affirmative the resolution reappointing Bert Bivins, III, Chuck O’Neal, Lonnie Miley and Matt Rogers to the Macon-Bibb County Council for the Middle Georgia Regional Commission was approved.

February 10, 2015
3. Add item to the Agenda

**ACTION**

_On motion of Commissioner DeFore, seconded by Commissioner Lucas and carried unanimously with Commissioner Schlesinger, Tillman and Watkins voting in the affirmative, an update on Locomotive 509 was added to the agenda._

4. Update on Locomotive 509

Mayor Reichert stated that he had spoken to Phillip Lord regarding his progress in keeping the locomotive in Macon-Bibb County. Mayor Reichert stated that he has agreement from Buster Slocum to use a facility to store the locomotive and continues to work with local businesses to raise the funds to repair the locomotive. Commissioner Schlesinger stated that in his discussions with Mr. Lord he seemed very positive that the locomotive could stay in Macon-Bibb County. Mr. Kohler from the Savannah Railroad Museum continues to be interested in moving it to Savannah. Mr. Kohler will be in Macon Thursday, February 12, 2015 to inventory the locomotive parts.

**ACTION**

_Commissioner DeFore made a motion to leave the locomotive in Macon and it was seconded by Commissioner Watkins._

_After additional discussion, Commissioner DeFore withdrew his motion and Commissioner Watkins withdrew his second._

5. Election of Chairman and Vice Chairman of the Economic and Community Development Committee

**ACTION**

_On motion of Commissioner Tillman, seconded by Commissioner DeFore and carried unanimously with Commissioner Schlesinger, Lucas and Watkins voting in the affirmative, Commissioner Larry Schlesinger was elected Chairman of the Economic and Community Development Committee._

**ACTION**

_On motion of Commissioner Tillman, seconded by Commissioner DeFore and carried unanimously with Commissioner Schlesinger, Lucas and Watkins voting in the affirmative, Commissioner Elaine Lucas was elected Vice-Chairman of the Economic and Community Development Committee._
There being no further business and on motion duly made and seconded, the meeting was adjourned.

Prepared By:

Janice S. Ross

Reviewed and Approved By:

Jean S. Howard, CMC
Interim Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MACON TRACKS RUNNING CLUB TO IMPROVE A COUNTY OWNED LOT AT THE INTERSECTION OF OLD FORSYTH ROAD AND RIVOLI DRIVE FOR PURPOSES OF ENHANCING THE LOTS USE FOR PARKING; AND FOR OTHER PURPOSES.

WHEREAS, the Macon Tracks Running Club is a local organization for runners and walkers of all ability levels to meet, exchange ideas, and celebrate the fitness and love of the sport of running; and

WHEREAS, the Macon Tracks Running Club is an affiliate member of Road Runners Club of America, and through this organization, qualifies as a 501(c)(3) nonprofit organization; and

WHEREAS, Macon-Bibb County owns a small, triangle shaped parcel of right-of-way located at the intersection of Old Forsyth Road and Rivoli Drive; and

WHEREAS, this tract of right-of-way is approximately six tenths (.60) of an acre and is currently an unimproved gravel/dirt lot; and

WHEREAS, a map showing the location of the parcel, as well as two (2) aerial images of the parcel, have been attached hereto as Exhibit “A” for informational purposes;

WHEREAS, for approximately twenty (20) years, the Macon Tracks Running Club has used this parcel for parking vehicles when meeting for weekend runs and walks in the area; and

WHEREAS, the Macon Tracks Running Club has contacted the Macon-Bibb County Engineer to request permission to improve this lot to provide approximately twelve (12) paved parking spaces, and additional greenery around the area for beautification purposes; and

WHEREAS, a design of the proposed improvements has been attached hereto as Exhibit “B”; and

WHEREAS, the improvements would be done subject to design approval by the Macon-Bibb County Engineer and at the sole expense of the Macon Tracks Running Club; and

WHEREAS, in addition, the completed improvements and parking area would become property of Macon-Bibb County and be available for the use of all citizens of Macon-Bibb County; and

WHEREAS, the improvements would enhance the overall use of the parcel and provide additional value to the parcel for 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 Macon Tracks Running Club is authorized to improve the parcel referenced in the attached Exhibit "A" to provide paved parking and greenery in a form substantially similar to the attached Exhibit "B"; 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 prior to work beginning on the parcel, all design aspects and improvements must be approved by the Macon-Bibb County Engineer, and upon completion of the improvements, the Macon-Bibb County Engineer shall inspect the area to confirm that the improvements have been conducted in a form acceptable to Macon-Bibb County.

SO RESOLVED this _____ day of _____________, 2015.

By:

ROBERT A.B. REICHERT, Mayor

Attest:

JEAN S. HOWARD, Clerk of Commission

(SEAL)
EXHIBIT A

Map and Two (2) Aerial Images of Parcel at Intersection of Old Forsyth Road and Rivoli Road
EXHIBIT B

Proposed Improvements to Parcel by
Macon Tracks Running Club
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AFFIRM THE PARTICIPATION OF MACON-BIBB COUNTY IN THE CENTRAL GEORGIA JOINT DEVELOPMENT AUTHORITY, TO ACCEPT THE BALDWIN COUNTY BOARD OF COMMISSIONERS’ PETITION TO JOIN THE CENTRAL GEORGIA JOINT DEVELOPMENT AUTHORITY, TO AFFIRM MACON-BIBB COUNTY’S MEMBER REPRESENTATIVES’ APPOINTMENT AND TENURE TO THE CENTRAL GEORGIA JOINT DEVELOPMENT AUTHORITY, AND FOR SUCH OTHER RELATED PURPOSES.

WHEREAS, the Central Georgia Joint Development Authority (hereinafter referred to as the “CGJDA” or “Authority”), created by general statute under the Development Authorities Law, O.C.G.A. 36-62-1 et seq. (the “Act”), and is responsible for promoting the general welfare and economic prosperity of the Middle Georgia Region; and

WHEREAS, the CGJDA has been activated and thereafter amended through several later concurrent resolutions of participating local governments to add constituent counties as participating jurisdictions, and as of the date of the Resolution, consists of the Counties of Bibb, Crawford, Houston, Jones, Monroe, Peach and Twiggs; and

WHEREAS, Bibb County became a member of the CGJDA in 1995 and effective January 1, 2014, City of Macon and Bibb County consolidated to become Macon-Bibb County; therefore, this Resolution, among other actions, is intended to affirm the continued participation of Macon-Bibb County as a local government in the CGJDA; and

WHEREAS, in accordance with the provisions of the Act and the Bylaws of the CGJDA, the Board of Commissioners of Baldwin County has petitioned to join the CGJDA as a participating local government to promote the general welfare and economic prosperity of the Middle Georgia Region particularly in the Counties of Baldwin, Crawford, Houston, Jones, Macon-Bibb, Monroe, Peach, and Twiggs; and
WHEREAS, this Resolution is made concurrently by all current participating local governments to amend the activating resolution of the Authority pursuant to the Act to function and serve in the geographical boundaries of Baldwin, Crawford, Houston, Jones, Macon-Bibb, Monroe, Peach, and Twiggs Counties in the State of Georgia by the passage of conforming, concurrent resolutions by each County as a participating local government pursuant to § 36-62-5.1(d) of the Act; and

WHEREAS, subject to the passage of this concurrent resolution by the participating governing bodies of each County approving Baldwin County’s petition to become a participating local government in the Authority, the board of directors of the CGJDA shall hereafter consist of thirty-two members, with four members as appointed by the Board of Commissioners of each member county, with the requirement that all members must be residents of the County from which they are appointed; and

WHEREAS, the CGJDA has adopted a policy of noncompetition with the local development authorities of any member county; and

WHEREAS, with the addition of Baldwin County it is appropriate for the Macon-Bibb County Commission to affirm Macon-Bibb County’s appointed representatives, and the representatives’ tenure of service.

NOW, THEREFORE, BE IT RESOLVED, THIS Resolution shall be effective immediately upon its passage of concurrent resolutions by the Boards of Commissioners of Baldwin, Crawford, Houston, Jones, Monroe, Peach, and Twiggs Counties; and

BE IT FURTHER RESOLVED, that Macon-Bibb County is affirmed as a member of the CGJDA;
BE IT FURTHER RESOLVED, by the adoption of the Resolution, the Macon-Bibb County Commission hereby accepts Baldwin County's request to join the CGJDA pursuant to corresponding passage of concurrent, conforming resolutions approving the same by the Boards of Commissioners of Crawford County, Houston County, Jones County, Monroe County, Peach County and Twiggs County, Georgia, and the Authority shall continue in existence and have all of the powers and rights provided to such authorities by the Act as it currently reads and as it may be amended; and

BE IT FURTHER RESOLVED, that the CGJDA has established its own bylaws to provide for the management and operation of the Authority, said bylaws to be consistent with the Act and the Resolution; and

BE IT FURTHER RESOLVED, the Authority may undertake the issuance of bonds, the financing of projects, or the acquisition of real property but it is not the intention of the CGJDA to compete with the local development authorities of its member counties; and

BE IT FURTHER RESOLVED, the Resolution is intended as an amendment to the participating local governments in the CGJDA by adding Baldwin County pursuant to § 36-62-5.1(d) of the Act and providing for appointments of members to the CGJDA by Baldwin County, but not affecting the previous appointments of members from Crawford, Houston, Jones, Macon-Bibb, Monroe, Peach, or Twiggs Counties or the status of the CGJDA as it has heretofore existed; and

BE IT FURTHER RESOLVED that any existing outstanding obligations of, contracts with, or bonds issued by the Authority shall continue in full force and effect, unabated, and are hereby affirmed by this Resolution, but are not nor shall become obligations of the participating local governments by their execution of this Resolution or any concurrent resolution; and
BE IT FURTHER RESOLVED that the Macon-Bibb County Commission confirms its appointments to serve as members on the CGJDA the following persons as of the date of adoption of the Resolution:

<table>
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<tr>
<th>Post</th>
<th>Name</th>
<th>Date Appointed</th>
<th>Term End</th>
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<tr>
<td>One</td>
<td>Charles O'Neal</td>
<td>March 19, 2013</td>
<td>March 18, 2017</td>
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<tr>
<td>Two</td>
<td>Ulysses Finney</td>
<td>March 19, 2013</td>
<td>March 18, 2017</td>
</tr>
<tr>
<td>Three</td>
<td>Al Baggarly</td>
<td>March 19, 2013</td>
<td>March 18, 2017</td>
</tr>
<tr>
<td>Four</td>
<td>Elaine Lucas</td>
<td>July 1, 2014</td>
<td>March 18, 2017</td>
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BE IT FURTHER RESOLVED, that upon passage of concurrent resolutions by Crawford, Baldwin, Houston, Jones, Monroe, Peach, and Twiggs Counties, a copy of this Resolution and all such concurrent resolutions of each participating County shall be filed with the Secretary of State of the State of Georgia as required by law.

SO RESOLVED this ___ day of ________________, 2015.

ROBERT A. B. REICHERT, MAYOR

ATTEST:

JEAN S. HOWARD, CLERK OF COMMISSION

(SEAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO RECOGNIZE THE MONTH OF MARCH 2015 AS WOMEN'S HISTORY MONTH; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation, the State of Georgia and Macon-Bibb County in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play a critical economic, cultural and social role in every sphere of the Nation, the State of Georgia and Macon-Bibb County by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, American women have played a unique role throughout the history of the Nation, State of Georgia and Macon-Bibb County by providing the majority of the volunteer labor force; and

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic and cultural institutions of our Nation, State of Georgia and Macon-Bibb County; and

WHEREAS, American women of every race, class and ethnic background served as early leaders in the early forefront of every major progressive change movement, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement and in other movements, especially the peace movement, which created a more just and fair society for all; and

WHEREAS, despite these contributions, the role of American women has been consistently overlooked and undervalued in the literature, teaching and study of American,
Georgia and local history; and

WHEREAS, not only during the month of March 2015, but throughout the remainder of the year, it is important that we acknowledge and value the contributions American women have made and continue to make in the Nation and our local communities;

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 recognizes the month of March 2015, as Women's History Month, and urges that the citizens of Macon-Bibb County be mindful of the contributions of American women, throughout the year.

SO RESOLVED this _____ day of March, 2015.

ROBERT A. B. REICHERT, MAYOR

ATTEST:
JEAN S. HOWARD, INTERIM CLERK OF COMMISSION

(SEAL)
Tuesday, February 24, 2015
MACON - BIBB COUNTY COMMISSION WORK SESSION

5:30 P.M.
LARGE CONFERENCE ROOM
MACON - BIBB COUNTY GOVERNMENT CENTER
MAYOR ROBERT A. B. REICHERT
COMMISSIONER BERT BIVINS, MAYOR PRO TEM
COMMISSIONER GARY BECHTEL
COMMISSIONER ED DEFORE
COMMISSIONER MALLORY JONES
COMMISSIONER ELAINE LUCAS
COMMISSIONER LARRY SCHLESINGER
COMMISSIONER SCOTTY SHEPHERD
COMMISSIONER AL TILLMAN
COMMISSIONER VIRGIL WATKINS

1. REVENUE AND EXPENSES

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<th>A. 2016 Budget Update</th>
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